

Essential Phone PH-1

User Manual and Safety Guidelines

Product Terms of Use

For product terms of use, please go to <https://www.essential.com/legal/product-terms>.

Basic safety

Please follow these suggestions and safeguards to decrease the chances of damage to your product, accessories, or any connected devices, and to lessen the risk of harm or injury, such as from fire, burns, or electric shock:

- Use the product for its intended purposes only.
- Do not open or take apart your product, adapter, or accessories.
- Do not crush, perforate, drop, throw, or try to deform your product, adapter, or accessories.
- Do not short external contacts or circuits, expose your product or adapter to open flames or lit substances, or dispose of them in fire, solvents, or water.
- Do not use the product or adapter if they aren't working properly or have been damaged, cracked, or dropped.
- Do not expose the product or adapter to water or other liquids.
- If the product or adapter gets wet, do not try to dry it using any household device such as an oven, microwave, or hair dryer.
- Do not twist, pinch, or tie the USB cable.
- This product is intended for use with a certified Class 2 limited power source rated: 5 Volts DC, maximum 3 Amp; 9 Volts DC, maximum 3 Amp; or both.
- The product and charger generate heat during normal operation. Avoid prolonged, direct, or indirect skin contact, since this may result in discomfort or burns.
- Some applications or prolonged usage may increase product temperature.
- If the product feels hot, discontinue use and close all applications or turn off the product until it cools.
- Ensure that the area around the product is adequately ventilated. Covering the product affects air flow, which can trap heat and redirect it back to the product. This may affect product performance, and poses a possible risk of fire or explosion, which could lead to serious bodily injuries or property damage.

Basic usage

When using, storing, or cleaning your product:

Do not use or store the product or adapter in very cold or hot environments.

Do not place the product near credit cards or key cards with a magnetic stripe.

Unplug the product and adapter before cleaning, during electrical storms, or when unused for extended periods of time.

Use a clean, soft, dry cloth to clean the product and accessories.

Do not use any cleaning products to clean the product or accessories.

Some functions and services are not available in all areas and depend on your wireless plan and service provider. Apps or services that send or receive data over a wireless network may incur additional fees from your wireless service provider. Contact your wireless service provider for coverage maps, roaming charges, and any other information about available wireless service plans and offerings.

Emergency calls

To operate, this product relies on radio signals provided by your wireless service provider, and Essential cannot guarantee the quality, coverage or reliability of your wireless service provider. Never rely solely on any wireless device for any emergency communications.

Power adapter and accessories safety

This product comes with a certified AC adapter. Do not use adapters or accessories that haven't been approved by Essential for use with this product. When unplugging the power adapter from a power outlet, pull on the adapter, not on the cable.

Battery safety & disposal

This product contains a Lithium-ion polymer or Lithium-ion battery. Do not attempt to remove the battery. Removal or use of an unqualified battery may present a risk of leakage, fire, or explosion. If the battery leaks, do not allow the fluid to touch eyes, skin, or clothing. If the fluid comes in contact with eyes, do not rub them. Immediately rinse with clean water and seek medical advice. Keep away from fire, as there is a risk of explosion. Dispose of your product, battery, and accessories in accordance with local requirements. Do not dispose of them in normal household waste. Improper disposal may result in fire, explosion, or other hazards.

Hearing protection



Prolonged exposure to loud sounds (including music) can cause hearing loss. To prevent possible hearing damage, do not listen at high volume levels for long periods.

Health and Medical

This product is not designed or intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease. Talk with your physician before using the product if you have any medical condition that could be affected by the product such as seizures, blackouts, eyestrain, or headaches. When you perform repetitive activities such as typing or playing games on the product, you may experience discomfort in some parts of body, such your hands, wrists, neck, or shoulders. If you experience discomfort, stop using the product and consult a physician. This product is not intended for use where the use or failure of the product could lead to environmental damage, personal injury, or death.

Child safety

Your product contains or comes with small parts and parts with sharp edges that may cause injury or create a choking hazard. To avoid injury or damage, do not leave your product or accessories within the reach of small children or allow them to play with them. Consult your physician if small parts are ingested.

Environmental precautions

Heat or direct sunlight may damage your product, overheat the battery, or create a risk of fire or explosion. Do not leave your product inside a vehicle or in places where it may get very hot.

Do not use, store, or transport your product near flammables or explosives (such as gas stations, garages, fuel depots, chemical plants or storage facilities, below deck on boats, or near demolition operations), or areas where the air contains chemicals or particles, such as grain, dust, or metal powders. Sparks in such areas could cause an explosion or fire leading to property damage, bodily injury, or death.

To prevent damage, do not use or store your product or accessories near magnetic fields or in dusty, smoky, damp, or dirty areas.

Pacemaker and implantable medical device precautions

This product emits electromagnetic fields, and uses LTE, GSM, WCDMA, Bluetooth, and Wi-Fi technology to transmit data, which can interfere with pacemakers and other implanted medical devices. If you have a pacemaker or other implanted medical device, take the following precautions:

Keep the product and charger more than 16 cm (6 in) from the surface of the skin near your pacemaker or other implanted device.

Hold the product on the opposite side of your body from your pacemaker or other implanted device.

Do not carry the product in a pocket near your pacemaker or other implanted device.

If you suspect your product is interfering with your pacemaker or other implanted devices, or have questions about using your product with such a device, turn off your product and consult your physician.

Hearing Aid Compatibility (HAC)

The product has been tested and rated under the American National Standard Institute (ANSI) C63.19 hearing-aid compatibility standards, which contain two types of ratings:

- M: For reduced radio-frequency interference for acoustic coupling hearing aids
- T: For inductive coupling with hearing aids operating in telecoil mode

This product is rated M4/T3. These ratings are on a scale from one to four, where four is the most compatible. A product is considered hearing-aid compatible under the FCC rules if rated M3 or M4 for acoustic coupling or T3 or T4 for inductive coupling.

HAC ratings don't guarantee that a specific hearing aid will work well with a specific product or with some newer wireless technologies. To ensure that a specific hearing aid works well with your product, test them together. If you have questions about return or exchange policies, visit <https://support.essential.com> or contact your product retailer.

Regulatory Information

To access product certification information, on your product, go to Settings > About Phone > Regulatory labels.

UNITED STATES

This device complies with Part 15 of the Federal Communication Commission's 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: This device has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation.

This device generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

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

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

Important: Changes or modifications to this product not authorized by Essential could void (1) the electromagnetic compatibility (EMC), (2) wireless compliance of the device, and (3) your authority to operate the product.

This product has demonstrated EMC compliance under conditions that included the use of compliant peripheral devices and shielded cables between system components. It is important that you use

compliant peripheral devices and shielded cables between system components to reduce the possibility of causing interference to radios, televisions, and other electronic devices.

The party responsible for FCC device compliance is:

Essential Products, Inc.
380 Portage Avenue
Palo Alto, CA 94306
+1 (888) 444-2222

Any questions or concerns about FCC compliance, quality, availability or reliability of the wireless voice or data services or connectivity should be directed to the wireless service provider to which you subscribe.

SAR Compliance (FCC and ISED)

This device has been tested and found to meet applicable limits for radio frequency (RF) exposure.

Specific Absorption Rate (SAR) refers to the rate at which the body absorbs RF energy. The SAR limit is 1.6 watts per kilogram in countries that set the limit averaged over 1 gram of tissue and 2.0 watts per kilogram in countries that set the limit averaged over 10 grams of tissue. During testing, phone radios are set to their highest transmission levels and placed in positions that simulate uses against the head, with no separation, and when worn or carried against the torso of the body, with 5mm separation. To reduce exposure to RF energy, use a hands-free option, such as the built-in speakerphone, the supplied headphones, or other similar accessories. Cases with metal parts may change the RF performance of the device, including its compliance with RF exposure guidelines, in a manner that has not been tested or certified.

Although this device has been tested to determine SAR in each band of operation, not all bands are available in all areas. Bands are dependent on your wireless service provider's (and third party roaming service provider's) wireless networks.

Class 1 Laser product

This product is a Class 1 laser device, which complies with 21 CFR 1040.10 and 1040.11, except for deviations pursuant to Laser Notice No. 50, dated June 24, 2007. To avoid radiation exposure, do not tamper with, open, or use this device other than as recommended. Laser module: Made in China. STS Microelectronics Co., 16 Tao Hua Rd. Futian Free Trade Zone, 518038 Shenzhen, China.

CLASS 1 LASER PRODUCT



California notice



WARNING: This product or its packaging can expose you to chemicals including Bisphenol A (BPA), which are known to the state of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

CANADA

Industry Canada statement

This device complies with RSSs of the Industry Canada 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.

Ce dispositif est conforme à la norme CNRs d'Industrie Canada applicable aux appareils radio exempts de licence. Son fonctionnement est sujet aux deux conditions suivantes: (1) le dispositif ne doit pas produire de brouillage préjudiciable, et (2) ce dispositif doit accepter tout brouillage reçu, y compris un brouillage susceptible de provoquer un fonctionnement indésirable.

5150–5250 MHz is only for indoor use to reduce the potential for harmful interference to co-channel mobile satellite systems.

Trademarks

The Essential logo, Essential Products, Essential, Essential Phone, and other marks are trademarks of Essential Products, Inc.

Google, Android, and other marks are trademarks of Google Inc.

LTE is a trademark of ETSI.

Wi-Fi®, the Wi-Fi CERTIFIED logo, and the Wi-Fi logo are trademarks of Wi-Fi Alliance.

The Bluetooth® word mark and logos are registered trademarks owned by Bluetooth SIG, Inc.

All other trademarks are the property of their respective owners.

Product Limited Warranty

This Limited Warranty applies if You purchased Your Essential Products, Inc. (“EP”) device and/or accessories (collectively the “Product”) in the United States or Canada. “You” or “Your” means the original purchaser from EP or our authorized resellers or original end-user of the Product.

Before using Your Product, please read this Limited Warranty carefully to understand Your rights and obligations, including the mandatory arbitration provision and class action waiver in the Dispute Resolution and Arbitration section below, which requires you to resolve Disputes (as defined below) with us on an individual basis and through final binding arbitration.

If You do not accept this Limited Warranty, do not use Your Product. Return it unused for a refund. See www.essential.com/warranty for more information.

Limited Warranty

EP warrants that a new Product (including accessories packaged with it) will be free from defects in materials and workmanship under normal use in accordance with EP’s manual and user documentation for one (1) year from the date of purchase by You. If You purchased a refurbished Product, EP warrants that the refurbished Product (including accessories packaged with it) will be free from defects in materials and workmanship under normal use in accordance with EP’s manual and user documentation for ninety (90) days from the date of retail purchase by You. Collectively, the above warranties are EP’s “Limited Warranty.”

This Limited Warranty is available to You and is valid and enforceable only in the specified countries where the Product is sold and applies only if You purchased Your Product from EP or authorized resellers. This Limited Warranty applies only to hardware components and does not apply to software elements of the Product.

This Limited Warranty does not apply to the following:

(a) ordinary wear and tear; (b) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (c) scratches, dents and cosmetic damage; (d) defects or damage resulting from excessive force; (e) equipment that has the serial number removed, defaced, damaged, altered or made illegible; (f) defects or damage resulting from the use of the Product in conjunction or connection with accessories or equipment not approved by EP; (g) defects or damage resulting from testing, operation, installation, alteration, adjustment, or disassembly not approved by EP, including but not limited to installation of unauthorized software and unauthorized root access (including jailbreaking); (h) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to nature or weather conditions (including extreme thermal or environmental conditions), theft, blown fuse, or improper use of any electrical source; (i) defects or damage resulting from cellular signal reception or transmission, or from viruses or other software problems introduced into the Product; or (j) any Product purchased outside of the United States or Canada.

Additionally, EP does not represent or warrant that (a) the functions contained in the Product will be accurate or meet Your requirements; (b) the operation of the Product will be secure, uninterrupted, error-free, or virus-free; or

(c) any defects with the Product will be corrected other than as described in this Limited Warranty.

EXCLUSIVE REMEDY: If a defect arises and You return Your Product during the Limited Warranty period, EP will in its sole discretion (as permitted by law) either repair Your Product using new or refurbished parts, replace Your Product with a new or refurbished Product functionally at least equivalent to the Product, or accept the return of the Product in exchange for a refund of the price You paid for the Product. If EP repairs or replaces the Product, the repaired or replaced Product will continue to be warranted for the remaining time of the original warranty period.

Please backup and then remove all personal data from the Product before returning it to EP. All returned parts for which You have received a replacement will become the property of EP. Nothing in this Limited Warranty will reduce or otherwise affect Your statutory rights in relation to the Product.

To make a claim under this Limited Warranty, visit www.essential.com/warranty. You must provide Your name, Your contact information, and the IMEI number, which can be found on the packaging or in the SIM tray. You will need to provide a purchase receipt.

The Limited Warranty written above is the only express warranty EP provides for the Product, and the above remedy is Your sole remedy. No oral or written information, guidelines, or advice given by EP will create a warranty. The foregoing disclaimer of warranties will apply to the maximum extent permitted by applicable law. The laws of some states or jurisdictions do not allow the disclaimer of implied warranties, so some or all of the disclaimers in this section may not apply to You. EP limits the duration and remedies of all statutory and implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose, and warranties against hidden or latent defects to the duration of this Limited Warranty.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

LIMITATION OF LIABILITY: You expressly understand and agree that, to the maximum extent permitted by applicable law, EP and its subsidiaries and affiliates (collectively, "EP Parties") will not be liable to You under any theory of liability (whether contract, tort (including negligence), breach or failure of any warranty or otherwise) for any indirect, incidental, consequential, economic, or special damages, damages for loss of data, or damages arising out of the inability to use the Product, even if an EP Party has been advised of the possibility of such damages that may be incurred by You in connection with the Product or this Limited Warranty.

Some jurisdictions do not allow the limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You. This Limited Warranty gives You specific legal rights, and You may also have other rights that vary from state to state or province to province.

MODIFICATION: No employee or representative of EP or its affiliates or any third party is authorized to make any modification, extension or addition to this Limited Warranty whether by course of conduct or otherwise.

SEVERABILITY: If any provision or part of a provision of this Limited Warranty is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from the warranty and does not affect the validity and enforceability of any remaining provisions.

CHOICE OF LAW AND JURISDICTION: The Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), applies to the agreement to arbitrate to the maximum extent allowable. Except as preempted by FAA, the laws of the State of California, without reference to its choice of law principles, will govern this Limited Warranty. With the exception of Disputes (as defined below) in small claims court or in arbitration, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in Santa Clara County, California, for any claims arising out of a

Dispute relating to this Limited Warranty.

DISPUTE RESOLUTION AND ARBITRATION:

Please read this section carefully because it requires You to submit to binding arbitration (and jury trial waiver) of any and all Disputes (other than specified intellectual property claims and small claims) with EP and limits the manner in which You can seek relief from EP. No class or representative actions or arbitrations are allowed under this agreement.

Some jurisdictions may limit or prohibit arbitration agreements or class action waivers. If You are a resident of such a jurisdiction, the arbitration agreement and class action waivers below are not applicable to You. Instead, the provisions requiring that Disputes be heard in small claims court will apply to any claims that You may have against EP. If Your Dispute exceeds the monetary or other limits on jurisdiction of Your local small claims court, any Dispute will be heard in federal or state courts sitting in Santa Clara County, California.

Binding Arbitration; Disputes; Small Claims. You and EP agree to waive any right to a jury trial or the right to have any Dispute resolved in any court, and instead accept the use of binding arbitration, (which is either (a) the referral of a Dispute with an amount in controversy of less than \$10,000.00 to one impartial person for a final and binding arbitration, or (b) the referral of a Dispute with an amount in controversy of \$10,000.00 or more to three impartial persons for a final and binding determination); provided, however, that You have the right to litigate any Dispute in small claims court if all the requirements of the small claims court, including any limitations on jurisdiction and the amount at issue in the Dispute, are satisfied. You agree to bring a Dispute in small claims court only in Your county of residence or Santa Clara County, California. "Dispute" as used in this Limited Warranty means any dispute, cause of action, claim, or controversy arising out of or in any way related to the sale, condition, use, or performance of the Product, this Limited Warranty, or the subject matter of this Limited Warranty, including but not limited to personal injury disputes and disputes that involve third parties (such as developers of content), except any dispute, cause of action, claim, or controversy relating to Your or EP's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights, and/or patents). This section does not prevent the parties from seeking public injunctive relief in a court of competent jurisdiction.

No Class Arbitrations, Class Actions, or Representative Actions. You and EP agree that any Dispute is personal to You and EP and that any Dispute will only be resolved by an individual arbitration and will not be brought, whether inside or outside of arbitration, as a class or representative action, or on behalf of any other person or persons.

Federal Arbitration Act. You and EP agree that this Limited Warranty affects interstate commerce and that the enforceability of this Dispute Resolution and Arbitration section will be governed by, construed, and enforced, both substantively and procedurally, by the FAA to the maximum extent permitted by applicable law, consistent with the Choice of Law and Jurisdiction provisions above.

Confidentiality. The arbitrators, EP, and You will maintain the confidentiality of any proceedings, including but not limited to any and all information gathered, prepared, and presented for purposes of the arbitration or related to the Dispute(s) therein. The arbitrators will have the authority to make appropriate rulings to safeguard that confidentiality, unless the law provides to the contrary.

Process. Our goal is to resolve claims fairly and quickly. Accordingly, for any Dispute that You have against EP, You agree to first contact EP and attempt to resolve the claim informally by sending a written notice of Your claim ("Notice") to EP by email at legal@essential.com or by certified mail addressed to: General Counsel, Essential Products, Inc., 380 Portage Ave., Palo Alto, CA 94306. The Notice must (a) include Your name, residence address, email address, and mobile telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to You will be similar in form to that described above. If You and EP cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may, as appropriate in accordance with this Dispute Resolution and Arbitration section, submit the Dispute

to binding arbitration administered by JAMS or, where applicable, in court. You will have the right to an in-person hearing in Your hometown area. In the case of a Dispute with an amount in controversy of less than \$10,000.00, the JAMS Streamlined Arbitration Rules & Procedures will apply. In the case of a Dispute with an amount in controversy of \$10,000.00 or more, the JAMS Comprehensive Arbitration Rules & Procedures will apply, and each party will pick one arbitrator, with those two arbitrators picking the third arbitrator, who will be the chief arbitrator. In the event that JAMS declines or is unable to administer the arbitration, You and EP agree to have the arbitration administered by the American Arbitration Association (“AAA”), or another mutually agreed-upon administrator, in accordance with the AAA Consumer Arbitration Rules. If, after making a reasonable effort, You and EP are not able to agree upon an arbitration forum, JAMS will appoint an arbitration forum or arbitrators. The arbitration will be conducted in accordance with either the JAMS Streamlined Arbitration Rules & Procedures or the JAMS Comprehensive Arbitration Rules & Procedures, as indicated above (collectively, the “JAMS Rules”) then in effect, and You agree that such rules are subject to changes that JAMS may make from time to time. The JAMS Rules and other information about JAMS and arbitration are available at <https://www.jamsadr.com>, or by calling 1-800-352-5267. By agreeing to this Limited Warranty, You either (1) acknowledge that You have read and understand the JAMS Rules or (2) waive reading the JAMS Rules. You and EP agree that the terms set forth in this Limited Warranty govern the arbitration. You and EP agree that any Dispute must be commenced or filed within one year after such claim arises; otherwise, the Dispute is permanently barred.

As limited by the FAA, this Limited Warranty, and the applicable JAMS Rules, the arbitrators will have the exclusive power and jurisdiction to make all procedural and substantive decisions concerning the Dispute including the power to determine the question of arbitrability; provided, however, that this power does not include the power to conduct a class arbitration or a representative action, which is prohibited by this Limited Warranty (as stated above). The arbitrators may only conduct an individual arbitration, may not consolidate more than one person’s claims, and may not preside over any form of representative or class proceeding, or any proceeding on behalf of or involving more than one person.

Fees and Award. If You initiate a Dispute, You will be required to pay a \$250 filing fee, which is approximately equivalent to current court filing fees. All costs associated with the arbitration will be paid by EP. The party that prevails in the Dispute will be required to pay the other party’s fees and costs, including attorneys’ fees, unless You live in California, in which case EP will pay its own fees and costs. An arbitrator’s award will consist of a written statement stating the disposition of each claim and will provide a concise written statement of the findings and conclusions on which the award is based.

Opt Out. You may opt out of this dispute resolution procedure by providing notice to EP no later than thirty (30) calendar days from the date of Your purchase of Your Product. To opt out, You must send notice by e-mail to legal@essential.com, with the subject line: “Arbitration Opt Out,” and include in the e-mail (a) your name and address; (b) the date on which the Product was purchased; (c) the Product model name or model number; and (d) the IMEI, MEID, or serial number, as applicable, if you have it (the IMEI, MEID, or serial number can be found (i) on the Product box; (ii) on the Product information screen, which can be found under Settings; or (iii) on the Product or in the SIM tray if applicable). Alternatively, You may opt out by mailing an opt-out request with the same information to General Counsel, Essential Products, Inc., 380 Portage Ave., Palo Alto, CA 94306, postmarked no later than thirty (30) days from the date of Your purchase. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of this Limited Warranty in any way, and You will continue to enjoy the benefits of this Limited Warranty.

Severability and Survival. If any portion of this arbitration section is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from this Limited Warranty; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the arbitration section or the parties’ ability to compel arbitration of any remaining claims on an individual basis pursuant to the arbitration section; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and

not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this arbitration section is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect, and the remainder of this section will be enforceable.

CONTACT INFORMATION: This Limited Warranty is given by Essential Products, Inc., a Delaware corporation whose principal place of business is at 380 Portage Avenue, Palo Alto, CA 94306, United States.