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6) **LIMITED WARRANTY:**

a) YOU ACKNOWLEDGE THAT THE SERVICES HAVE NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS AND THAT IT IS THEREFORE YOUR RESPONSIBILITY TO ENSURE THAT THE FACILITIES AND FUNCTIONS OF THE SERVICES MEET YOUR REQUIREMENTS. TOMTOM DOES NOT AND CANNOT WARRANT THAT THE SERVICES OPERATE UNINTERRUPTED OR ERROR-FREE. YOU SHOULD BE PARTICULARLY AWARE OF THE FACT THAT CALCULATION ERRORS MAY OCCUR WHEN USING SOFTWARE IN A NAVIGATION SYSTEM FOR INSTANCE CAUSED BY LOCAL ENVIRONMENTAL CONDITIONS AND/OR INCOMPLETE DATA. TOMTOM DOES NOT WARRANT THAT THE SERVICES ARE CAPABLE OF INTEROPERATING WITH ANY OTHER SYSTEM, DEVICE OR PRODUCT (E.G. SOFTWARE OR HARDWARE).

b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TOMTOM AND ITS SUPPLIERS PROVIDE THE SERVICES “AS IS AND WITH ALL FAULTS”, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, WITH REGARD TO THE SERVICES, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SERVICES OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES. ALSO, THERE IS NO WARRANTY OR CONDITION OF QUIET ENJOYMENT, QUIET POSSESSION, OR NON-INFRINGEMENT WITH REGARD TO THE SERVICES.

c) TOMTOM DRAWS YOUR ATTENTION TO THE FACT THAT, WHEN USING THE SERVICES, OBSERVING THE TRAFFIC REGULATIONS AND RULES (E.G. USE OF OBLIGATORY AND/OR REASONABLE AND SUITABLE SECURITY MEASURES, PROPER AND GENERALLY EXPECTED CARE AND ATTENTION IN THE GIVEN SITUATION, AND SPECIAL CARE AND ATTENTION DUE TO THE USE OF THE SERVICES) IS YOUR EXCLUSIVE RESPONSIBILITY. TOMTOM SHALL NOT ASSUME (AND HEREBY EXPRESSLY DISCLAIMS) ANY RESPONSIBILITY FOR ANY DAMAGES OCCURRED IN RELATION TO THE USE OF THE SERVICES IN A MOTOR VEHICLE.

7) **LIMITATION OF LIABILITY:**

a) Neither TomTom nor its suppliers shall be liable (whether in contract, negligence or anything else) to you or to any third party; (i) for any inability to use any third party equipment or access data, loss of or corruption to data, loss of business, loss of profits, loss of revenue and anticipated savings, business interruption or the like (whether such loss or damage is direct or indirect); or (ii) for any indirect, incidental, consequential loss or damage whatsoever, in each case, arising out of the use of or inability to use the Services even if TomTom has been advised of the possibility of such loss or damages.

b) Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of TomTom and any of its suppliers arising from or related to this EULA shall be limited to the amount actually paid by you for the Services in the six months prior to any claim or series of related claims.

c) Notwithstanding clauses 7(a) and (b), or anything else contained in this EULA, nothing shall exclude TomTom's liability for death or personal injury resulting from its negligence, wilful or grossly negligent mis-conduct, fraud or fraudulent misrepresentation or for any other liability that cannot be excluded by applicable law.

8) **TERMINATION:** Without prejudice to any other rights, TomTom may immediately terminate this EULA if you fail to comply with any of its terms and conditions. The provisions of this Agreement, which by their nature are intended to survive termination, will remain in effect after termination of this EULA. TomTom reserves the right, with or without notice, to discontinue update, upgrade and supplement services provided to you or made available to you through the use of the Services.

9) **LINKS TO THIRD PARTY SITES:** TomTom and other third parties involved in making the Services available to you ("Third Parties") are not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services which are delivered by the Services or otherwise. TomTom (and, as applicable, each of the Third Parties) is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by TomTom or any Third Parties of the third-party site or service. Any use by you of such links or third party sites and the manner in which you use such third party sites and links shall be your responsibility and at your risk and you shall not use them in any illegal or fraudulent manner.

10) **THIRD PARTY RIGHTS:** A party which is not a party to this EULA has no rights under applicable legislation in relation to the rights of third parties to rely upon or enforce any term of this EULA but that does not affect any right or remedy of a third party which exists or is available apart from such applicable legislation.

11) **ENTIRE AGREEMENT:** This EULA (including any addendum or amendment to it which may be supplied with the Services and any other terms and conditions, if applicable, is the entire agreement between you and TomTom relating to the Services and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Services or any other subject matter covered by this EULA. To the extent that the terms of any TomTom policies conflict with the terms of this EULA, the terms of this EULA shall govern. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

12) **TRANSLATIONS:** The English version of this EULA is the controlling version. Any translations are provided for convenience only.

13) **GOVERNING LAW:** This EULA and any disputes arising under or in connection with this EULA (including any non-contractual claims or disputes) are subject to Dutch law. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to this EULA. All disputes arising out of this EULA (including any non-contractual claims or disputes) shall be settled by the courts of Amsterdam (The Netherlands), which will have exclusive jurisdiction in respect of any such disputes.

Should you have any questions concerning this EULA, or if you desire to contact TomTom for any reason, please visit TomTom's website at <http://www.tomtom.com>.