

**General Terms and Conditions for Online Sales**  
**of**  
**TomTom Inc**  
**("TomTom")**

**1) Scope**

a) These Terms and Conditions shall apply to all purchase orders submitted or to be submitted by you for any item, service or subscription offered to you on or via the TomTom website or TomTom HOME, a TomTom device or other TomTom application (referred to in these Terms and Conditions as the "Products"), including, but not limited to, (i) hardware devices, accompanying items and accessories including devices, items or accessories containing pre-installed software ("Hardware") and (ii) services offered by TomTom from time to time ("Services"), which may include (separately or bundled) Internet-based services or location based services, data services, real time information services such as traffic information and weather forecasts, or the provision of other data, information, (third party) functionality or content, whether offered to you on a subscription basis ("Subscription") or on a pre-paid basis and delivered in one or more parts.

**2) Orders**

- a) Any purchase order submitted is subject to acceptance by TomTom. Only upon acceptance by TomTom by way of an order confirmation is the agreement concluded.
- b) TomTom reserves the right to reject any orders in full or in part or to apply a maximum order amount.
- c) All orders for Hardware are subject to stock availability.

**3) Price and payment**

- a) Prices indicated on the website are exclusive of state and local sales and use taxes. You are responsible for any such state and local sales and use taxes, and any other taxes and government levies, if any, associated with your order. If state and local sales and use taxes are due, these amounts will be added to the sale price and your payment will be inclusive of those amounts. Shipping and handling charges (if any) will apply in addition to the sale price indicated on the website and the applicable sales and use taxes. Prices are subject to change at any time but will not affect orders for Hardware, (pre-installed) software ("Software") or Services made prior to the date of the change (subject to clause 7c).
- b) All orders must be paid for through the payment service as made available by TomTom ("Payment Service"). In order to submit orders and use the Payment Service you must supply details of your preferred payment method, billing and shipping address (if applicable) and/or any other details necessary to complete the order.
- c) If, for whichever reason, collection through the Payment Service should fail, TomTom will invoice you by post for the amount payable, which must be paid by check, postal order or credit card within fifteen (15) days from the date of invoice.

**4) Delivery and risk of loss**

- a) TomTom will endeavor to deliver or activate the Product within thirty (30) days of order acceptance. If multiple Products are ordered, TomTom reserves the right to deliver or activate each Product separately.
- b) Products will be delivered either to your delivery address or possession, or electronically. The risk of loss or damage to the Products will pass to you at the moment the Products are delivered to your delivery address or possession.
- c) If you refuse or neglect to take delivery of the Products, TomTom reserves the right to charge you for the reasonable cost of storing the Products until delivery can be made.
- d) If delivery to you should fail for any reason outside of TomTom's control, TomTom reserves the right to cancel the purchase agreement and refund any monies paid.
- e) If TomTom delivers a Product or an amount of a Product that you did not order or activates a Product on your device by mistake, you shall immediately inform TomTom of its mistake

by email via <http://www.tomtom.com/support> and you shall, at TomTom's request, immediately arrange for the return of the Product (the costs of which shall be met by TomTom), de-install or destruct the Product.

f) Acceptance of a non-ordered Product or amount of a Product does not relieve you from acceptance and payment of the Product you initially ordered, unless otherwise agreed with TomTom.

### **5) Cancellation Policy**

a) TomTom allows you to cancel a purchase agreement for Hardware for any reason provided that it has not yet been used at any time during the 14 working days following the date of receipt at your delivery address and will refund the purchase price actually paid. If you choose to cancel the purchase agreement for Hardware, you must contact TomTom during the 14 working days following receipt by email via <http://www.tomtom.com/support> to obtain a Return Materials Authorization number and return the Hardware in its original packaging, free of all interests, liens, or claims otherwise, to the address provided by TomTom. TomTom may charge you for any directly associated shipping or postage costs incurred.

b) You agree that the performance of Services by TomTom will commence immediately on TomTom's acceptance of your order. You will not be able to cancel such Services after such performance commences, which includes, but is not limited to, downloading, installing or activation of the Service by you.

### **6) License, Copyright & Confidentiality**

a) Subject to these Terms and Conditions, you are granted a license to reproduce in order to install and execute the Software and/or the data, information, functionality or other content ("Content") provided to you as part of the Hardware or via for personal and private use only on the terms set out in this article 6 ("License"). You may install and use the Software and Content on only one computer device at any time and in combination with only one navigation system. You may not provide the Software or Content to others, directly or indirectly for their or anyone else's use. This License is non-exclusive and non-transferable which means that TomTom is free to license the Software and Content to other customers and that your right to use the Software and Content cannot be transferred by you to someone else. This License does not include any right to obtain future upgrades, updates or supplements to the Software or Content, unless TomTom has specifically indicated that obtaining such updates, upgrades or supplements is an integral part of the Product. If upgrades, updates or supplements to the Software or Content are obtained, however, the use of such upgrades, updates or supplements will be governed by these Terms and Conditions or such other terms and conditions as you shall be asked to accept prior to TomTom supplying you with the relevant upgrade, update or supplement.

b) 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 Software or Content, unless the provision of such updates, upgrades or supplements forms an integral part of the Product, as indicated by TomTom at the time of sale.

c) Without prejudice to any other rights, TomTom may immediately terminate the License without notice of default being required if you fail to comply with any material term of these Terms and Conditions which shall be understood to include clauses 6 and 9. In such event, you must destroy all copies of the Software and all of its component parts as well as any Content.

d) Copyright and other intellectual, industrial and/or proprietary rights to the Software, to the Content, and to any copies made of it are owned by TomTom and/or its suppliers. TomTom permits you to use the Software and Content only in accordance with these Terms and Conditions. All rights not specifically granted in these Terms and Conditions are reserved by TomTom. You may either (a) make one copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single medium provided the original is kept solely for backup or archival purposes. Product manual(s) or written materials may not be copied, except for your own use. You may not copy, download, upload or in any other way reproduce

Content, except for creating one copy solely for backup or archival purposes. You do not acquire ownership of the Software or Content.

e) You acknowledge and agree that the Products were developed at considerable time and expense by TomTom and are confidential to, and a trade secret of, TomTom and/or other third parties. You undertake to maintain the Products in strict confidence and not to disclose or provide access to the Product to any third party.

### **7) Subscriptions**

a) Subscriptions will be entered into for an indefinite period of time, unless TomTom and you have agreed on a fixed period of time.

b) If your Subscription is for an indefinite period of time, either you or TomTom may terminate your Subscription by taking a notice period into account of 30 days (your notice to be sent: by e-mail via <http://www.tomtom.com/support>. This notice period starts on the first collection date after receipt of your notice of termination by TomTom. If your Subscription is for a fixed period of time, it will automatically end upon expiration of such period of time.

c) TomTom reserves the right to change the prices for or the terms and conditions applicable to your Subscription, subject to giving you prior notice thereof (either via email, the TomTom website or otherwise). If such change will result in higher prices or otherwise works towards your disadvantage (but not in case the higher prices result from higher government levies or taxes), you may terminate your Subscription prior to and against the date such change comes into effect by sending an e-mail via <http://www.tomtom.com/support>.

d) TomTom may terminate your Subscription as per the end of a calendar month by providing at least 30 days prior notice if TomTom decides to discontinue offering such Subscription.

e) TomTom may terminate or restrict your Subscription with immediate effect without notice of default being required if (i) you fail to comply with any material term of these Terms and Conditions which shall be understood to include clauses 6 and 9, (ii) collection through the Payment Service for Subscriptions should fail after a second attempt, or (iii) the use of the Service is in breach of TomTom's Fair Use Policy.

f) Upon termination of your Subscription, your License as detailed in clause 6 will terminate simultaneously.

### **8) Third Party Software Materials**

TomTom Products may make use of third party software codes, data, information functionality, other content and algorithms ("Third Party Materials"). The use of Third Party Materials included in the Products may be subject to other terms and conditions. The official copyright notices and specific license conditions of these Third Party Materials are to be found in or via our website <http://www.tomtom.com/legal>. You hereby agree that the submission of any order implies that you have read and accepted the terms and conditions for any Third Party Materials included in the Products ordered.

### **9) Other Restrictions**

Renting, lending, public presentation, performance or broadcasting or any other kind of distribution of the Products is prohibited. Other than as permitted by applicable legislation, you will not, and will not allow any person to, modify the Products or any part thereof, to analyze it by means of reverse engineering, to decompile or disassemble the Products, or to break or circumvent encryption or to allow or enable third parties to do so.

### **10) Limited Warranty**

a) TomTom does not and cannot warrant that the Products operate in a manner that is completely error-free nor that any information provided is always accurate. Calculation errors may occur when using navigation systems such as those caused by local environmental conditions and/or incomplete or incorrect data.

b) TomTom offers a limited warranty that the Hardware will be free from defects in workmanship and materials under normal use ("Defects") for a period of one (1) year from the date the Hardware was purchased ("Warranty Period"). Any warranty obligation of

TomTom under this Section is expressly conditioned on your compliance with this Agreement. During the Warranty Period, the Hardware will be repaired or replaced by TomTom (“Limited Warranty”) without charge for either parts or labor. If the Hardware is repaired after the Warranty Period has expired, the Warranty Period for the repair will expire six (6) months after the date of repair. This warranty does not cover Services.

c) This Limited Warranty does not cover damage caused by normal wear and tear or as a result of the Hardware being opened or repaired by someone not authorized by TomTom, and does not cover damage caused by: misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, non-compliance with the instructions supplied with the Hardware, neglect or misapplication. The Limited Warranty does not cover physical damage to the surface of the Hardware.

d) EXCEPT FOR THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TOMTOM AND ITS SUPPLIERS PROVIDE THE PRODUCTS “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 MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION, TITLE, SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF REASONABLE CARE AND SKILL, ALL WITH REGARD TO THE PRODUCTS, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE PRODUCTS OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCTS. ALSO, THERE IS NO WARRANTY OR CONDITION OF QUIET ENJOYMENT, QUIET POSSESSION, OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCTS.

e) In order to make a claim under the Limited Warranty of a Defect, you must contact TomTom by email during the Warranty Period via <http://www.tomtom.com/support> to explain the Defect and to obtain a Return Materials Authorization number if necessary. The Software or Hardware must be returned to TomTom as soon as possible following your notification of the Defect, along with an explanation of the Defect, to the address provided by TomTom. You must comply with any other return procedures stipulated by TomTom, if any.

f) This Limited Warranty is the only express warranty made to you and is provided in place of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications.

g) If applicable law requires any implied warranties with respect to the Hardware, all such warranties are limited in duration to one (1) years. Some states and/or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above may not apply to you. The provisions of this clause 10 do not affect any of your legal rights under applicable national legislation governing the sale of consumer goods.

h) This Limited Warranty is not transferable.

i) This clause 9 sets forth your sole and exclusive remedy in connection with any warranties granted by TomTom hereunder.

**Some jurisdictions do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.**

## **11) Limitation of Liability**

- a) NEITHER TOMTOM NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING IN EACH CASE, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE OR ACCESS THE PRODUCTS, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS, EVEN IF TOMTOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH 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 THE USE OF THE PRODUCTS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCTS CONCERNED.
- c) Notwithstanding articles 11(a) and (b), or anything else contained in these Terms and Conditions neither party's liability for death or personal injury resulting from its own negligence shall be limited.
- d) Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The above limitation of liability does not affect any legal rights under the applicable national legislation.

## **12) Export Controls**

You will comply with all applicable laws and regulations, including without limitation the U.S. Export Administration Act, regarding the export of technology with respect to the Products.

## **13) Force Majeure**

Force majeure means circumstances that impede the fulfillment of TomTom's obligations under these Terms and Conditions which are not within TomTom's reasonable control, including late and/or delayed deliveries and incomplete deliveries by TomTom caused by circumstances beyond TomTom's reasonable control. In a force majeure situation all of TomTom's obligations shall be suspended. Should the period in which TomTom cannot fulfill its obligations as a result of force majeure continue for longer than ninety (90) calendar days, both parties shall be entitled to dissolve the purchase agreement in writing without there being an obligation to pay any compensation whatsoever arising out of or in connection with that dissolution.

## **14) Privacy**

TomTom will not disclose information regarding your personal details, account or transactions to any third party other than in accordance with its Privacy Policy, as indicated on the website <http://www.tomtom.com/legal>. You hereby agree that you have read and accepted the Privacy Policy.

## **15) Links to Third Party Websites**

TomTom is not responsible for the content of any third-party websites or services, any links contained in third-party websites or services, or any changes or updates to third-party websites or services. Where TomTom provides links and/or access to third-party websites and/or services it is only as a convenience to you, and the inclusion of any link or access does not imply an endorsement by TomTom of the third-party site or service.

## **16) Third Party Rights**

Third parties have no rights under applicable legislation in relation to the rights of third parties to rely upon or to enforce any term of these Terms and Conditions but that does not affect any right or remedy of a third party which exists or is available apart from such applicable legislation.

**17) Survival**

Any provisions in these Terms and Conditions which by their nature extend beyond the termination or expiration of any sale or license of the Products will remain in effect.

**18) Severability**

If any provision of these Terms and Conditions is deemed to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. You and TomTom are deemed to have agreed to new terms and conditions in substitution for such invalid provisions. These new terms and conditions shall be interpreted, as regards their contents and effect, as closely as possible to the original text as written but in such a way that rights can indeed be derived from them.

**19) Governing law**

These Terms and Conditions and any disputes related to these Terms and Conditions or to the purchase and use of the Products or otherwise are subject to the laws of Massachusetts. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to these Terms and Conditions. All disputes arising out of these Terms and Conditions shall be settled by the courts of Boston, which will have exclusive jurisdiction in respect of any such disputes.

**20) Translations**

This English version of these Terms and Conditions is the version that governs your purchase, of Products from TomTom if you are located in the United States of America.

Should you have any questions, suggestions or complaints concerning your order, your purchase, these Terms and Conditions, or if you desire to contact TomTom for any reason, please do so by email by visiting TomTom's website at <http://www.tomtom.com/support>.