



Terms and Conditions for TomTom Content Services
of
TomTom International B.V.
Rembrandtplein 35, 1017 CT Amsterdam, The Netherlands
(“TomTom”)

1) Definitions

License	license to the TomTom Content and TomTom Button as further detailed in Section 3
Modify	copy, update, upgrade, supplement, reproduce and prepare derivative works of
TomTom Button	means a TomTom Content Service providing you the add-to-TomTom button or any other software tool allowing you to create User Generated Content and Upload this to your website and offer it to users for easy installation on a TomTom device
TomTom Content	any information, text, files, scripts, graphics, photos, sounds, music, videos, interactive features or other similar materials generated by TomTom or its suppliers
TomTom Content Services	any TomTom content services made available to you from or via a TomTom website, TomTom HOME, TomTom device, or any other TomTom application
Upload	upload, post, submit, or share
Use	use, download or be provided with
User Generated Content	any navigation content, information, text, files, scripts, graphics, photos, sounds, music, videos, interactive features or other similar materials generated by you or by other users of the TomTom Content Services

2) Scope

- a) These Terms and Conditions shall apply to the use of TomTom Content Services through which you may i) Use any TomTom Content or that ii) may allow you to Upload, Modify or Use any User Generated Content or iii) through which you may have access to any third party functionalities or iv) that allows you to offer any User Generated Content on your website.
- b) TomTom reserves the right to make amendments or additions to these Terms and Conditions at any time. The use of any software hereunder may be subject to additional terms and conditions.
- c) By using a TomTom Content Service you accept and are bound to all the Terms and Conditions referred herein and any amendments and additions to it.

3) License to the TomTom Content and TomTom Button

- a) TomTom hereby grants you a License to Use the TomTom Content and TomTom Button, if any, for personal and private use only in accordance with these Terms and Conditions. You are not entitled to Modify the TomTom Content.
- b) You may Use the TomTom Content on only one computer or device at any time and in combination with only one navigation system. You may not provide the TomTom Content to others, directly or indirectly for their or anyone else's use.
- c) This Licence is non-exclusive and non-transferable, which means that TomTom is free to license the TomTom Content and TomTom Button to other users and that your right to Use the TomTom Content and TomTom Button cannot be transferred by you to someone else.



- d) This Licence does not include any right to obtain future upgrades, updates or supplements to or any support or technical assistance relating to the TomTom Content or the TomTom Button. If upgrades, updates or supplements to the TomTom Content or the TomTom Button are obtained, 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 providing you with the relevant upgrade, update or supplement. TomTom reserves the right, with or without notice, to discontinue, limit or change the TomTom Content, the TomTom Button and any update, upgrade or supplement services.
- e) Without prejudice to any other rights, TomTom may immediately terminate the Licence if you fail to materially comply with any term of these Terms and Conditions. In such event, you must return or destroy any TomTom Content or TomTom Button in your possession.

4) Permission to use the TomTom Content Services and User Generated Content

- a) TomTom grants you permission to access and use the TomTom Content Services and to Upload, Use and Modify the User Generated Content for personal and private use only and to provide TomTom with copies of such Modified User Generated Content through any technology or means made available by TomTom through the TomTom Content Services, all in accordance with these Terms and Conditions. You may not access and use the TomTom Content Services, or Use, Upload or Modify the User Generated Content for advertising, promotional, marketing or other commercial and/or sales purposes.
- b) In the event the TomTom Content Services provide you with a TomTom Button allowing you to Upload User Generated Content on your own website, you may display the TomTom Button on your website only. The TomTom Button must appear by itself, with a minimum spacing of five (5) pixels between each side of the TomTom Button and other graphic or textual elements on your website. You are not entitled to remove, distort or alter any element of the TomTom Button (including the html code, any other software code, copyright notices, trademark notices or other proprietary notices) or otherwise change the size or appearance of the TomTom Button in any way.
- c) TomTom Content Services do not include the provision of any support or technical assistance relating to the use and maintenance of the TomTom Content Services or the User Generated Content.
- d) TomTom may, at its sole discretion, collect and process usage statistics related to the User Generated Content to improve its products and/or services.
- e) TomTom reserves the right, with or without notice, to discontinue, limit or change the TomTom Content Services.

5) Permission to use User Generated Content offered via a TomTom Button

- a) Contrary to Clause 4.a, in the event User Generated Content is offered to you via a TomTom Button, TomTom only grants you permission to Use but not to Modify or Upload such User Generated Content.
- b) Contrary to Clause 11.c and 11.d, in the event you Upload any User Generated Content via a TomTom Button, you only grant TomTom the right to Use and Upload such User Generated Content and display links thereto in order to allow users to Use such User Generated Content without allowing such users the right to Modify or Upload the User Generated Content.

6) Commercial use of TomTom Button and User Generated Content

- a) In deviation of Clauses 3.a. and 4.a, you may access and use the TomTom Button and Upload User Generated Content through the TomTom Button on your website for commercial purposes provided that you shall not, directly or indirectly, charge any third party for the Use of such User Generated Content or impose any commercial or other restrictions or conditions that may prevent such third party from Using the User Generated Content in accordance with these Terms and Conditions.
- b) In the event you access and use the TomTom Button and Upload User Generated Content

as indicated in Clause 6.a above, you shall:

- i. include in your website a disclaimer covering that (i) to the maximum extent permitted by applicable law, TomTom disclaims all warranties, duties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) 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, of workmanlike effort, of lack of viruses, or infringements of third party rights and of reasonable care and skill, all with regard to the TomTom Button or User Generated Content, (ii) TomTom shall have no obligation to provide you or any users with support and technical assistance relating to the use and maintenance of the TomTom Button or User Generated Content, and (iii) TomTom shall not be liable to you, the user or any other party for any direct, indirect, incidental, consequential or other damages resulting from Using or Uploading, as applicable, the TomTom Button or the User Generated Content.
- ii. indemnify, defend and hold TomTom harmless from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties resulting from or relating to (i) any failure by you to perform or to comply with any provision of these Terms and Conditions, (ii) the Use or Uploading, as applicable, of the TomTom Button or User Generated Content, (iii) any representations, warranties, guarantees, or other written or oral statements made by you relating to the TomTom Button or User Generated Content, other than as authorized by TomTom in writing, (iv) any assertion that the User Generated Content infringes any intellectual property held by a third party.
- iii. only use the TomTom Button in accordance with the TomTom trademark guidelines, if available.

7) General Restrictions

- a) Renting, lending, public presentation, performance or broadcasting or any other kind of distribution of the TomTom Content Services, TomTom Content or (Modified) User Generated Content is prohibited. Other than as permitted by applicable legislation or as expressly permitted through any technology or means made available by TomTom through the TomTom Content Services, you will not, and will not allow any person to, alter, distort or modify the TomTom Content Services, TomTom Button, TomTom Content or User Generated Content or any part thereof, to analyse it by means of reverse engineering, to decompile or disassemble the TomTom Content Services, TomTom Button, TomTom Content or User Generated Content or any part thereof, to break or circumvent encryption or to allow or enable third parties to do so.
- b) You may not to use or launch any automated system, including but not limited to, "robots" and "spiders" that access the TomTom Content Services in a manner that sends more messages or requests to the TomTom servers than any regular, private user of the TomTom Content Services can reasonably be expected to produce in a similar period of time by using a conventional system.
- c) By accessing or using the TomTom Content Services, you agree to refrain from any improper behaviour which shall include:
 - i. trying to gain access to or disrupt another user's account, computers or networks without authorization;
 - ii. obtaining or trying to obtain any data through any means from the TomTom Content Services, except if TomTom intends to provide such data or makes it available to you;
 - iii. directly or indirectly charging any third party for the use of the TomTom Content Services;
 - iv. displaying a TomTom Button, if any, in a manner that implies a relationship or affiliation with, sponsorship, or endorsement of the User Generated Content by TomTom, that is misleading, offensive, illegal, harmful, tortuous, abusive, defamatory, obscene, vulgar, hateful, that infringes any third party right, is otherwise

- unlawful, or impairs TomTom's intellectual property rights;
- v. framing or mirroring any TomTom website or TomTom HOME page on your website, including but not limited to the page that appears in response to a click on the TomTom Button;
- vi. using the TomTom Content Services in an unlawful way or in violation of any of these Terms and Conditions;
- vii. creating a false identity for the purpose of misleading others;
- viii. violating any code of conduct or other (trademark) guidelines which may be applicable to the TomTom Content Service;
- ix. using (any portion of) the TomTom Content Services to harvest or otherwise collecting information about third parties, including e-mail addresses or personal data.

8) Uploading of User Generated Content

- a) In addition to the general provisions and restrictions in Clauses 6 and 7 above, you may not Upload any User Generated Content that:
 - i. is offensive, threatening, illegal, harmful, tortuous, abusive, defamatory, obscene, vulgar, hateful, that infringes any third party right or is otherwise unlawful;
 - ii. that promotes illegal activities or conduct that is offensive, threatening, harmful, tortuous, abusive, defamatory, obscene, vulgar, hateful, that infringes any third party right or is otherwise unlawful;
 - iii. that promotes information that you know is false or misleading;
 - iv. (may be) harmful to TomTom's business such as, but not limited to, User Generated Content regarding maps or safety (camera) information;
 - v. is protected by copyright, trade secret or subject to any other third party intellectual property rights or privacy rights unless you are the owner of such rights or you have the express permission from the rightful owner of such rights to Upload the User Generated Content and to grant TomTom and any other users of the TomTom Content Services all the rights granted herein;
 - vi. provides personal data such as telephone numbers, home or e-mail addresses, names or last names unless with the explicit permission of the subject of such personal data;
 - vii. involves the transmission of unsolicited mass mail, spam or junk mail;
 - viii. contains restricted or password only access pages or hidden pages or images;
 - ix. involves commercial activities or sales except as expressly provided for in these Terms and Conditions or with TomTom's prior written permission;
 - x. involves sending or otherwise making available any material that contains viruses, Trojan horses, worms, time bombs, or any other similar software that may damage the operation of TomTom's servers, computers or networks or a user's account, computers, networks or TomTom device.

9) Third Party Materials

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

10) Access to the TomTom Content Services

- a) In order to access or use some of the features of the TomTom Content Services, you may be required to register with TomTom or to create a MyTomTom account.



- b) You are responsible and liable for any activity that occurs on your account. You are responsible for your own username and activities related hereto. You should not share your password with any third party and you should not authorize others to access or use the TomTom Content Services on your behalf.
- c) You must notify TomTom immediately in the event you become aware of any access to or usage of the TomTom Content Services by third parties under your account that you did not authorize or any other possible breach in security related to the TomTom Content Services.

11) Proprietary Rights

- a) Copyright and other intellectual, industrial and/or proprietary rights to the TomTom Content Services, including the TomTom Button, and the TomTom Content, to any trademarks, images, logo's or names contained therein, and to any copies made thereof are owned by TomTom and/or its suppliers. All rights not specifically granted in these Terms and Conditions are reserved by TomTom. You may not copy, download, upload, distribute, broadcast or in any other way reproduce TomTom Content or a TomTom Button except for creating one copy solely for backup or archival purposes. You do not acquire ownership of the TomTom Content or TomTom Button.
- b) TomTom does not claim any ownership in the User Generated Content. You affirm and warrant that you own or have the necessary licenses, rights, consents, and permissions to Upload the User Generated Content and to grant TomTom all the rights granted in these Terms and Conditions including the right to grant other users of the TomTom Content Services permission to Use and Modify and Upload such (Modified) User Generated Content in accordance with these Terms and Conditions.
- c) By Uploading any User Generated Content, you will retain all rights you may have therein but you hereby grant TomTom a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, transferable license to Use, Upload, Modify, distribute, sublicense, reverse engineer, decompile or disassemble and display such User Generated Content or links thereto in any form and through any media.
- d) You hereby grant TomTom the right to grant permission to other users of the TomTom Content Services to Use and Modify and Upload any (Modified) User Generated Content that you may Upload through the TomTom Content Services in accordance with these Terms and Conditions.

12) Misuse and Removal Policy

- a) You are solely responsible for any User Generated Content that you Upload and for your interaction with any third party through the TomTom Content Services. When notified that any User Generated Content may violate any part of Clause 8a or any other part of these Terms and Conditions or infringes any other third party right, TomTom may remove such User Generated Content without prior notice. TomTom may terminate your access to and use of the TomTom Content Services for Uploading such User Generated Content.
- b) TomTom assumes no responsibility for monitoring any of the TomTom Content Services or User Generated Content.
- c) If you become aware of any misuse of the TomTom Content Services by any user of the TomTom Content Services, please report such misuse to TomTom by clicking on the button that TomTom provides for that purpose at any given TomTom website.

13) Warranty Disclaimer

- a) TomTom does not and cannot warrant that the TomTom Content Services, TomTom Button, TomTom Content, User Generated Content or any functionalities provided by third parties through the TomTom Content Services operate in a manner that is completely error-free, that any information provided is always accurate nor that any third party functionalities will always be available or operational. Calculation errors may occur when Using, Uploading or Modifying, as applicable, TomTom Content Services,



TomTom Content, User Generated Content or third party functionalities in a navigation system such as those caused by local environmental conditions and/or incomplete or incorrect data.

- b) TomTom provides or makes available the TomTom Content Services, TomTom Button, TomTom Content, User Generated Content and any third party functionalities “AS IS AND WITH ALL FAULTS” and hereby disclaims all other warranties, duties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) 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, of workmanlike effort, of lack of viruses, and of reasonable care and skill, all with regard to the TomTom Content Services, TomTom Button, TomTom Content, User Generated Content or third party functionalities. The same disclaimer of warranties, duties or conditions applies to the provision of or failure to provide support or other services, information, software, and related content through the TomTom Content Services, TomTom Button, TomTom Content, User Generated Content or third party functionalities or otherwise arising out of your access to or Using, Uploading or Modifying, as applicable, of the TomTom Content Services, TomTom Button, TomTom Content, User Generated Content or third party functionalities. Also, there is no warranty or condition of quiet enjoyment, quiet possession, or non-infringement with regard to the TomTom Content Services, TomTom Button, TomTom Content, User Generated Content or third party functionalities provided through the TomTom Content Services.
- c) TomTom may be dependent on third parties for the provision of some (part of) the TomTom Content Services such as when the TomTom Content Service entails making available third party functionalities. TomTom cannot and does not warrant that such third party functionalities will continue to be available to you at all times and shall be entitled to stop making such third party functionalities available whenever TomTom can no longer be reasonably required to do so without there being an obligation to pay any compensation whatsoever in relation thereto.

14) Liability

- a) TomTom does not endorse any User Generated Content or any opinion, recommendation, or advice expressed therein, and TomTom expressly disclaims any and all liability in connection with your access to and use of such User Generated Content.
- b) To the maximum extent permitted by applicable law, neither TomTom nor its suppliers or subcontractors shall be liable to you or to any third party for any damages either direct, indirect, incidental, consequential or otherwise (including in each case, but not limited to, damages for the inability to access, Use, Upload or Modify, as applicable, the TomTom Content Services, TomTom Button, TomTom Content, User Generated Content or any functionalities provided by third parties through the TomTom Content Services, 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 TomTom Content Services, TomTom Button, TomTom Content, User Generated Content, any functionalities provided by third parties through the TomTom Content Services or any unauthorized access to your account, even if TomTom has been advised of the possibility of such damages.
- c) TomTom shall not be liable for (i) any fraud on the part of its employees, agents and/or users of the TomTom Content Services; or (ii) any fraudulent misrepresentation on the part of its employees, agents and/or users of the TomTom Content Services.
- d) Notwithstanding any of the above or anything else contained in these Terms and Conditions, nothing in these Terms and Conditions shall limit any party’s liability for death or personal injury resulting from its own negligence.
- e) The above limitation of liability does not affect any legal rights under the applicable national legislation.

15) Fees

Access to the TomTom Content Services is offered to you by TomTom free of charge.



TomTom reserves the right to depart from or to cease offering the TomTom Content Services free of charge at any time. TomTom will inform you if a TomTom Content Service is to be offered for a fee in the future. In such event, you may choose to either continue your use of the TomTom Content Services for such fee or to terminate your use of the TomTom Content Service.

16) Force Majeure

Force majeure means circumstances that impede the fulfilment 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 fulfil its obligations as a result of force majeure continue for longer than ninety (90) calendar days, TomTom shall be entitled to dissolve the agreement for the TomTom Content Services without there being an obligation to pay any compensation whatsoever arising out of or in connection with that dissolution.

17) Privacy

- a) 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.
- b) Please be aware that TomTom does not monitor your User Generated Content so that any personal information you may inadvertently Upload as part of such User Generated Content will be visible to other users of the TomTom Content Services.

18) Links to Third Party Websites

TomTom is not responsible for the content of any third party websites, services or functionalities, 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, services and/or functionalities 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, service or functionality.

19) 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.

20) Survival

Any provisions in these Terms and Conditions which by their nature extend beyond the termination of agreement for the TomTom Content Services will remain in effect.

21) 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.

22) Governing law

These Terms and Conditions and any disputes related to these Terms and Conditions or to the use of the TomTom Content Services, TomTom Content, User Generated Content or otherwise are subject to the laws of the place where you have legal domicile or are in residence. 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 the place where you have legal domicile or are in residence, which will have exclusive jurisdiction in respect of any such disputes.

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