

[US]

General Terms and Conditions

TomTom Inc.

**24 New England Executive Park # 410,
BURLINGTON, MA 01803, USA and any affiliates
(together, “TomTom”)**

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1 Scope

These Terms and Conditions apply:

- i. to any order for, purchase of or other form of obtaining:
 - Products and Services directly from TomTom; and
 - Apps from a Reseller; and
- ii. to your Account and the creation thereof; and
- iii. to the use and/or access of:
 - all Products, Services, Apps and User Contributed Data; and
 - Built-in Devices, except where the terms and conditions of the Reseller or third-party manufacturer of such Built-in Devices apply; and
- iv. to uploading, using and/or accessing your User Data.

By (i) submitting any order for, purchasing or otherwise obtaining a Product, Service, or App, (ii) using, and/or accessing any Platform, Service, or App or (iii) creating an Account, you accept and are bound by these Terms and Conditions and any amendments and additions to them.

The list of definitions used in these Terms and Conditions can be found at the end of this document.

2 Your direct order from TomTom

2.1 How to place an order

TomTom offers Products and Services on TomTom Websites, Platforms and Apps. These Products and Services may contain or consist of TomTom Content and Third-Party Material.

When you wish to order, purchase or otherwise obtain a Product or Service directly from TomTom, you may do so on a Platform, a TomTom Website or an App.

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

2.2 Price and payment

Some Products and Services are subject to payment. Prices indicated for Products and/or Services on the TomTom Websites and App include applicable taxes and standard shipping costs and handling charges (if any). You are responsible for any local sales taxes, other taxes and government levies, if any, associated with the order. Prices are subject to change at any time (and subject to the "Termination and Alteration" clause in the "TomTom's Rights" section in the chapter "Your Use" of these Terms and Conditions) but will not affect orders for Products or Services made prior to the date of the change.

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

All orders must be paid for through the payment service as made available by TomTom. 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. TomTom does not ship to APO/FPO addresses.

If, for some reason, collection through the payment service should fail, TomTom will invoice you by mail for the amount payable, which must be paid by check, money order or credit card within 15 days from the date of invoice.

2.3 Delivery and risk of loss

TomTom will aim to deliver the Product within 30 days of order acceptance. TomTom aims to make Services available within 24 hours after order acceptance.

A Product will be delivered to your delivery address. A Service will be downloadable or delivered and/or made available to you electronically. The risk of loss or damage to a Product will pass to you at the moment the Product is delivered to you. The risk of loss or damages to a Service will pass to you at the moment the Service is either made available to you or delivered to you electronically.

If you do not accept delivery of the Product, TomTom reserves the right to charge you for the reasonable cost of storing the Product until delivery can be made.

If delivery to you should fail for any reason beyond TomTom's control, TomTom reserves the right to cancel the order and refund any monies paid.

If TomTom delivers a Product to you by mistake or delivers or makes a Service available to you by mistake, please contact TomTom in order to receive further return instructions (email at <http://www.tomtom.com/support>).

3 Your right to cancel orders

For Products purchased via the TomTom website, you have the right to return the purchase for a period of 30 days commencing the date of delivery. TomTom will refund the purchase price except for shipping charges. TomTom will carry out such reimbursement using the same means of payment as you used for your initial transaction.

To initiate your return, you must inform TomTom of your decision by contacting TomTom Customer Support within 30 days of the delivery date by email at <http://www.tomtom.com/support> to obtain an authorization number for the return of your order. Subsequently, you should return the Product immediately, free of all

interests, liens, or any other claims to the address provided to you by TomTom Customer Support.

If you decide to return the Product to TomTom, you will be liable for any diminished value of the Product resulting from any handling beyond what is necessary to establish the nature, characteristics and functions of the Product. You may also be charged a 15% restocking fee.

You accept that TomTom may charge you for any shipping or postage costs incurred directly associated with returning the Product.

For Services obtained from TomTom you agree that the performance of Services by TomTom will commence immediately – or at least as soon as possible - on TomTom's acceptance of your order and that you relinquish your right to cancel upon performance.

For Apps obtained from TomTom or a Reseller you agree that the performance of the Apps obtained by you will commence immediately – or at least as soon as possible – after you have downloaded the App and that you relinquish your right to cancel upon performance.

4 Your Account and your subscriptions

4.1 Your Account: registration and management

You may be required to create an Account and subsequently log into the relevant Platform in order to:

- i. order a Product or Service;
- ii. access or use a Service, App and/or User Contributed Data (either obtained directly from TomTom or from a Reseller), and
- iii. be able to upload and/or download User Data and/or User Contributed Data.

Notwithstanding your right to use a pseudonym (“alias” or “nick name”) when creating an Account, you agree to provide correct information about yourself when registering. Please keep your Account information up to date to and promptly change your Account information if any relevant changes occur.

Services, Apps, and User Contributed Data are intended solely for users who are eighteen (18) years of age or older. You represent and warrant that you are 18 or older. Do not create an Account as another individual, group or entity without such party's consent, or sell or transfer your profile or Account.

You are responsible and liable for any activity that occurs on or via your Account. You are responsible for your own username and activities related thereto. TomTom is not responsible for any loss that results from the unauthorized use of your Account, with or without your knowledge.

You must notify TomTom immediately in the event you become aware of any access to or use of Services, Apps, User Data and/or User Contributed Data by third parties

under your Account that you did not authorize or any other possible breach in security.

4.2 Subscriptions

A Service may be offered on a one-time basis or on a subscription basis. When you have a subscription, the Service will be provided to you either regularly or continuously.

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

4.3 Termination of your Account and/or your subscriptions

If you wish to terminate your Account and/or subscription, you may do so by contacting TomTom at <http://tomtom.com/support> and choose the option "contact us," observing a 30-day notice period.

TomTom may also terminate your Account and/or subscription for any reason at its sole discretion (and notwithstanding its termination rights under the "Termination and Restrictions in case of Breach by You" Section of these Terms and Conditions). TomTom will, by all possible means, always attempt to inform you of any imminent termination, and, in any instance, will notify you at least thirty (30) days prior to the actual termination of your Account.

In the event your Account and/or subscription is terminated, you must destroy all copies of the TomTom Content and all of its component parts.

After termination of your Account, you will not have access to any data, including your User Data. It is your own responsibility to remove any User Data that you wish to keep before the termination is complete.

If your subscription is for a fixed period of time, it will automatically expire at the end of such time period.

5 Your Use

5.1 Terms of Use

5.1.1 Services and Apps

TomTom grants you permission to access and use the Services and Apps obtained directly from TomTom or from a Reseller in accordance with these Terms and Conditions. If you purchase a Service and/or App, the permission to access and use this paid Service and/or App will be granted to you after the purchase has been completed.

5.1.2 TomTom Content

Services and Apps will contain TomTom Content. You are granted a license to use the TomTom Content provided to you as part of and/or through your Product, Service or App, according to the terms set forth in this clause.

This license is non-exclusive and non-transferable. This license does not include any right to obtain future upgrades, updates, supplements, or any support or technical assistance relating to the Service, App or TomTom Content, unless TomTom has specifically indicated that obtaining them is an integral part of the Product, Service or App.

If upgrades, updates or supplements to the Service, App or TomTom Content are obtained, the use thereof will be governed by these Terms and Conditions or such other terms and conditions and may be subject to additional payments. Accordingly, you will be informed and asked to accept them prior to TomTom supplying you with the relevant upgrade, update or supplement.

Additionally, the following applies in particular to TomTom Maps (one of TomTom's Services):

- i. with respect to the Chinese data: You agree that any Service containing Chinese data may be subject to additional terms and conditions that shall be provided to you when available to TomTom. Chinese data may not be exported from China.
- ii. with respect to Indian data: You agree that any Service containing Indian data may be subject to additional terms and conditions that shall be provided to you when available to TomTom.
- iii. with respect to South Korean data: You agree that any Service containing South Korean data may be subject to additional terms and conditions that shall be provided to you when available to TomTom. South Korean data may not be exported from South Korea.

5.1.3 User Data and User Contributed Data

TomTom grants you permission to (i) upload, use and modify User Data, and (ii) upload and use User Contributed Data, all in accordance with these Terms and Conditions.

By uploading any User Data, you retain all rights you may have therein.

By uploading your User Contributed Data, you 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 Contributed Data or links thereto in any form and through any media.

If you believe that your work has been improperly copied and posted on Services, Apps, or TomTom Websites, such that it constitutes infringement, please provide us with the following information pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)): (i) name, address, telephone number, email address and an

electronic or physical signature of the copyright owner or of the person authorized to act on his/her behalf; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where on the Services, Apps, or TomTom Websites the infringing material is located based on your claim; (iv) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (v) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. These requirements must be followed to give TomTom legally sufficient notice of the infringement. Send copyright infringement complaints to: illegalproduct@tomtom.com.

With respect to User Contributed Data of other users, TomTom grants you the right to use and modify and upload such User Contributed Data in accordance with these Terms and Conditions.

5.2 Your User Responsibilities and Obligations

5.2.1 Your ownership of User Data and User Contributed Data

TomTom does not claim any ownership of User Data or User Contributed Data. You affirm and warrant that you own or have the necessary licenses, rights, consents, and permissions to upload the User Data and User Contributed Data and to grant TomTom all the rights granted in these Terms and Conditions, including the right to grant other users of the Services, Apps and TomTom Websites permission to use and modify and upload your User Contributed Data in accordance with these Terms and Conditions.

5.2.2 Restrictions on altering Products, Services and Apps

Other than as permitted by applicable legislation or as expressly permitted through any technology or means made available by TomTom through the Products, Services and Apps, you shall not, and shall not allow any person to alter, distort or modify the Products, Services and Apps or any part thereof (either obtained directly from TomTom or from a Reseller), to analyze them by means of reverse engineering, to decompile or disassemble the Products, Services and Apps, to make other products derived therefrom, or to break or circumvent encryption or to allow or enable third parties to do so.

5.2.3 Reporting and Refraining from Misuse

Please be informed that TomTom assumes no responsibility for regularly monitoring any of the Services, Apps, and User Contributed Data. If you become aware of any misuse of or misuse on the Services, Apps or User Contributed Data by any user, please report such misuse to TomTom by contacting TomTom support at <http://www.tomtom.com/support>.

By accessing or using Services and Apps, and by uploading or using User Data or User Contributed Data, you agree to refrain from any improper behavior including but is not limited to the following:

- iv. Promotional use and payments: Use of Services and Apps and/or User Data or User Contributed Data for advertising, promotional purposes, marketing and/or sales purposes, posting a solicitation or any other commercial content whatsoever via the Services and Apps. Additionally, you also agree to refrain from directly or indirectly charging any third party for the use of the Services and Apps and/or User Contributed Data, or from accepting payment from a third party for these purposes. Furthermore, you agree to refrain from framing or mirroring any Services, Apps or User Contributed Data;
- v. Electronic misuse and violations: taking any action on the Services and Apps intended to circumvent, interfere, disrupt, damage, disable, overburden or limit the functionality of any software or hardware, telecommunications equipment, (security) technology, Services and Apps. You agree not to post User Data or User Contributed Data that contains software viruses, programs or other computer code. Additionally, you agree not to upload User Data or User Contributed Data that would involve 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 Product. Additionally, you also agree to refrain from using or launching any automated systems including but not limited to "robots" and "spiders" that access Services and Apps in a manner that sends more messages or requests to the TomTom servers than any regular, private user of Services and Apps can reasonably be expected to produce in a similar period of time using a conventional system. Additionally, you also agree to refrain from attempting to gain access to or disrupt another user's Account, computer or network without authorization;
- vi. Spamming or harassing: posting any User Contributed Data that involves the transmission of "junk mail," "chain letters" or unsolicited mass mailing, i.e. "spamming";
- vii. Suggesting involvement of TomTom: displaying User Contributed Data in a manner that implies a relationship or affiliation with, sponsorship, or endorsement of the User Contributed Data 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;
- viii. Misleading: uploading User Contributed Data that promotes information that you know is false or misleading;
- ix. Infringing/violating laws/rights of others: posting any User Contributed Data that infringes or violates anyone else's rights, including copyright, trademark, patent, trade secret, privacy, publicity or other personal or proprietary rights. Additionally, you agree not to post any User Contributed Data, take any action or use Services and Apps in a way that violates any law or promotes illegal activities. Furthermore, you agree not to post content either directly, or through links, that is illegal, offensive, libellous, defamatory, infringing, inflammatory, deceptive, inaccurate, misleading, malicious, fraudulent, false, indecent, harmful, harassing, intimidating, threatening, hateful, abusive, vulgar,

obscene, pornographic, violent, sexually explicit, invasive of privacy, publicity, intellectual property, proprietary or contractual rights, offensive in a sexual, racial, cultural, or ethnic context, harms or threatens the safety of others, uses or posts personal information (including telephone numbers, home or e-mail addresses, names or last names), photos or other images of or concerning other users or other third parties without their express consent, or content that is otherwise objectionable;

- x. Collecting or publishing data: please be aware of what personal information you share. You shall refrain from obtaining or attempting to obtain data through any Services, Apps or User Contributed Data except if TomTom intends to provide such data or makes it available to you. Furthermore, you agree not to upload any User Contributed Data containing restricted access or password protected pages or hidden pages or images;
- xi. Any other unlawful or unwanted use: using the Services, Apps and User Contributed Data in an unlawful way or in violation of any of these Terms and Conditions. Additionally, you also agree to refrain from violating any code of conduct or other guidelines that may be applicable to the Services, Apps and/or User Contributed Data.

5.2.4 User Interaction Disclaimer

You are solely responsible for your interactions with other people, whether online or in person. TomTom is not responsible or liable for any loss or damage resulting from any interaction with other users, persons you meet through Services and Apps or persons who find you because of information posted on, by or through Services and Apps. You agree to take reasonable precautions in all interactions with other users on Services and Apps, and conduct any necessary investigations before meeting another person. TomTom is under no obligation to become involved with any user dispute but may do so at its discretion.

5.2.5 Physical Activity Notice Disclaimer

Services and Apps may include features that promote physical activity. Consider the risks involved and consult with your medical professional before engaging in any physical activity or using the Products or TomTom Services. TomTom is not responsible or liable for any injuries or damages you may sustain that result from your use of, or inability to use, the features of the Products, Services and Apps.

5.3 TomTom's Rights

5.3.1 Communication and Information

By creating an Account, you agree that TomTom may communicate with you by electronic means and that certain information about your use of Services and Apps, User Data and/or User Contributed Data may be shared with us.

5.3.2 Termination and Alteration

TomTom reserves the right, with or without notice, to discontinue, limit, alter, update, upgrade and supplement Services, Apps and User Contributed Data provided to you or made available to you through the use of a Product, Services and Apps

(either obtained directly from TomTom or from a Reseller), unless the provision of such updates, upgrades or supplements forms an integral part of the Product, Services and Apps, as indicated by TomTom at the time of sale.

TomTom reserves the right to change the prices for Services, (whether provided on a one-time basis or subscription basis) and Apps, subject to giving you reasonable prior notice thereof (either via email, TomTom Websites, Services, Apps or otherwise). If such a change results in higher prices or otherwise negatively affects you, you may - except where the higher prices result from increased government levies or taxes - terminate your subscription up to the date such change takes effect by sending an e-mail at <http://www.tomtom.com/support>.

5.3.3 User Data and User Contributed Data

TomTom may, at its sole discretion, collect and process user statistics related to the User Data and User Contributed Data to improve its Products, Services and/or Apps, provided it has obtained the necessary consent from you.

With respect to User Data, in the event you upload such data, you grant TomTom a worldwide, perpetual, irrevocable, royalty-free license to use and copy such User Data for TomTom's own use - without displaying the User Data to any third party without your consent - in so far that this use is necessary for TomTom to be able to provide you with the ordered Product and/or requested Service.

With respect to User Contributed Data, you hereby grant TomTom the right to grant permission to other users to use, modify and upload any User Contributed Data that you may upload through the Services and Apps in accordance with these Terms and Conditions.

TomTom may use such information as it deems fit, anywhere in the world, without obligation for compensation, and free of moral rights, intellectual property rights and/or other proprietary rights to or interests in such information.

When notified that any User Contributed Data may violate any part of these Terms and Conditions or infringes any other third-party rights, TomTom may remove such User Contributed Data without prior notice. TomTom may terminate your access to and use of Services and Apps for uploading such User Contributed Data.

6 Termination and Restrictions

Notwithstanding any other rights, TomTom, at its sole discretion, reserves the right - free of any obligation to provide notice of default or liability to you or anyone else - to immediately terminate your Account and/or your subscriptions, delete your profile and any of your User Data and/or User Contributed Data, and restrict your use of all or any part of your Account, Services and Apps if (i) you fail to comply with or breach any material term of these Terms and Conditions, or (ii) collection of payment for your Services and/or subscriptions should fail after a second attempt.

In such event, you must return or destroy all copies of the TomTom Content and all of its component parts.

Furthermore, upon termination, your licenses and rights as granted to you by TomTom will terminate simultaneously.

7 Limited Warranty Regarding Your Product

7.1 Limited Warranty

TomTom offers a limited warranty that the Product (obtained either directly from TomTom or from an Authorized Reseller) will be free from defects in workmanship and materials under normal use for a period of one (1) year from the date the Product was purchased, or from the date of purchase until such date as you breach any of these Terms and Conditions, whichever period is shorter. During this period, the Product will be – at the sole discretion of TomTom – either repaired or replaced by TomTom free of charge for parts and labor. This limited warranty is not transferable.

7.2 What this limited warranty does not cover:

This limited warranty does not cover damage caused by normal wear and tear or as a result of the Product 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 Product, neglect or misapplication. The limited warranty does not cover physical damage to the surface of the Product either.

Furthermore, this limited warranty does not cover any Services, Apps, User Contributed Data or Third-Party Material that may accompany or be installed on the Product or obtained by you from the Services, Apps or TomTom Websites. The limited warranty does not cover the installation, removal or maintenance of the Product or any costs related therewith.

TomTom does not provide any commercial or other warranties for the Products other than the limited warranty stated in these Terms and Conditions. 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.

The provisions of this clause do not affect any of your legal rights under applicable mandatory national legislation, including but not limited to your legal guarantee of conformity for goods.

7.3 How to Make a Warranty Claim

In order to make a claim under the limited warranty, you must notify Customer Care about the defect and explain the defect to TomTom by contacting TomTom within the 1-year warranty period at <http://www.tomtom.com/support> in order to obtain an authorization number to return your order. You must provide valid proof of purchase to verify the 1-year warranty period. The Products must be returned to TomTom as soon as possible following your notification of the defect, along with an explanation of the defect and the authorization number provided to you by TomTom. Return the Products to the address provided by Customer Care when you receive an

authorization number to return your order. You must comply with any other return procedures stipulated by TomTom, if any.

8 Limited Warranty Regarding Services, Apps, User Contributed Data and Third-Party Materials

TomTom may rely on third parties to provide some (or part of) Services, Apps and User Contributed Data.

In particular, you should be aware of the fact that calculation errors may occur when using navigation systems or when using, uploading or modifying applicable navigation systems, for example errors caused by local environmental conditions and/or incomplete or incorrect data.

Services, Apps, User Contributed Data or any Third-Party Materials are provided "as is" with no warranties of any kind.

To the fullest extent permitted by law, TomTom does not make any warranties or representations - express or implied- regarding the purchase (either directly from TomTom or from a Reseller), access and use of Services, Apps, User Contributed Data or any Third-Party Materials including, but not limited to (i) correctness, errors and accuracy (ii) adequacy, (iii) usefulness, satisfactory quality, and suitability for a particular purpose (iv) reliability, defects, operation and availability (v) implied warranties of title and non-infringement, (vi) security, the risk of interception of information, viruses or anything else harmful, (vii) workmanlike effort, support, information or services, (viii) offensive, threatening, defamatory, unlawful or otherwise objectionable character.

The provisions of this clause do not affect any of your legal rights under applicable mandatory national legislation, including but not limited to any mandatory statutory warranties. If any part of this limited warranty is held to be invalid or unenforceable, the remainder of the limited warranty shall nonetheless remain in full force and effect.

9 Limitation of Liability and Indemnification

9.1 Limitation of Liability

To the maximum extent permitted by applicable law neither TomTom nor its suppliers, its subcontractors, its affiliates, officers, directors, employees, or agents shall be liable to you or to any third party for any damages, whether direct, special, incidental, indirect or consequential (including but not limited to damages from the inability to use or access the Products, a loss of data, loss of business, loss of profits, business interruption, etc.) arising out of or related to:

- i. the use of, the inability to use or access, or the performance of a Product, Service, App, User Data, User Contributed Data, or Third-Party Material, even if TomTom has been advised of the possibility of such damages; and

- ii. your conduct, or that of other users (whether online or offline), or attendance at a TomTom event, or any User Contributed Data, even if TomTom has been advised of the possibility of such damages. You assume total responsibility for your use of the Services, Apps, User Data and User Contributed Data;
- iii. any fraudulent misrepresentation on the part of users of Services, Apps, and/or User Contributed Data;
- iv. any violation of these Terms and Conditions; and
- v. any law or the rights of any third party.

Furthermore, TomTom does not endorse any User Contributed Data 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 Contributed Data. TomTom is merely acting as a passive channel for the distribution of User Contributed Data and is not undertaking any obligation or liability relating to any User Contributed Data or activities of users. Even in the event TomTom chooses to monitor any User Contributed Data, TomTom assumes no responsibility for, or any obligation to monitor or remove, such User Contributed Data.

That said, if TomTom is found to be liable to you for any damage that is in any way related to your (inability to) use and/or access to or the performance of a Products, Services, Apps, User Data, User Contributed Data and/or any Third-Party Materials, TomTom's liability (i) for paid Products, Services or Apps shall be limited to the amount actually paid by you for the Products, Services or Apps in question, and (ii) for free-of-charge Services, Apps, User Contributed Data and your User Data, it shall be limited to the amount of US \$350.00.

Notwithstanding any of the above or anything else contained in these Terms and Conditions, nothing in these Terms and Conditions shall limit either party's liability for death or personal injury resulting from its own negligence.

Applicable mandatory national legislation may not allow the limitations or exclusions of liability set forth in these Terms and Conditions. If prohibited by applicable mandatory national legislation, the above limitation of liability does not affect your rights under said applicable mandatory national legislation. For more information on rights under the applicable mandatory national legislation, please contact your national Consumers Association or the relevant national authority.

9.2 Indemnification

You agree to indemnify, defend, and hold harmless TomTom, its affiliates, officers, directors, employees, agents, licensors and suppliers from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, attorneys' fees, arising from or relating in any way to your use of and/or your conduct in connection with Products, Services, Apps and/or your User Contributed Data and your conduct in connection with other users, or any violation of these Terms and Conditions, any law or the rights of any third party.

10 Third-Party Materials and Third-Party Websites

Products, Services and Apps may make use of Third-Party Materials. The use of Third-Party Materials included in the Products, Services and Apps may be subject to other terms and conditions. The official copyright notices and specific licence conditions of these Third-Party Materials may be found on or through our website <http://www.tomtom.com/legal>.

You hereby agree that by submitting any order, you agree that you have read and accepted the terms and conditions for any Third-Party Materials included in with ordered Products, Services or Apps, if any.

Where TomTom provides links and/or access to third-party websites, and/or Third-Party Materials, it is solely 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 Third-Party Materials. TomTom is not responsible for Third-Party Materials or 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.

11 Force Majeure

Force majeure means circumstances not within TomTom's reasonable control that impede the fulfilment of TomTom's obligations under these Terms and Conditions, including late and/or delayed deliveries and incomplete deliveries by TomTom, and temporary or partial unavailability of your Account, Services, Apps, User Data and/or User Contributed Data caused by circumstances beyond TomTom's reasonable control. In the event of force majeure, all of TomTom's obligations shall be suspended. Should the period in which TomTom cannot fulfil its obligations as a result of force majeure extend beyond ninety (90) calendar days, both parties shall be entitled to dissolve the purchase agreement in writing and TomTom shall be entitled to dissolve the agreement for the Services or Apps with no obligation to pay any compensation whatsoever arising from or in connection with this dissolution.

12 Privacy

In order to deliver the Products and Services to you, TomTom needs to use your personal information. TomTom adheres to European Union and other local privacy and data protection laws. Accordingly, TomTom will only use your information for the purpose and duration for which it was obtained. You can find our privacy statement at www.tomtom.com/privacy

13 Third-Party Rights

Under applicable legislation, third parties have no rights to rely upon or to enforce any term of these Terms and Conditions, but this does not affect any third-party rights or remedies that may exist or be available outside such applicable legislation.

14 Change

TomTom reserves the right to make amendments or additions to these Terms and Conditions at any time. You can find the most recent version on the TomTom Websites. Please check the TomTom Websites regularly.

15 Entire Agreement

These Terms and Conditions (including any addendum or amendment to them included in the accompanying Product package) and any other terms and conditions, if applicable, constitute the entire agreement between you and TomTom relating to the Products (including support services, if any), Services, Apps, User Data and/or User Contributed Data, and they supersede all prior or present verbal or written communications, proposals and representations with respect to the software or any other subject matter covered by these Terms and Conditions. To the extent that the terms of any TomTom policies or programs for support services conflict with the provisions of these Terms and Conditions, the provisions of these Terms and Conditions shall apply. If any provision of these Terms and Conditions is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

16 Survival

Any provisions in these Terms and Conditions by nature extend beyond the termination or expiration of any sale or license of your Account, Service, App, User Data, and User Contributed Data will remain in effect after termination of these Terms and Conditions.

This includes but is not limited to TomTom's license to use, upload, modify, distribute, sublicense, reverse engineer, decompile or disassemble and display User Contributed Data generated by you.

17 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. If any such provisions are found to be invalid, TomTom will present new terms and conditions to replace them. These new terms and conditions shall be interpreted, with regard to 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 therefrom.

18 Governing Law and Jurisdiction

These Terms and Conditions and any disputes related thereto or to the purchase and use of the Products, Services, Apps, User Data, User Contributed Data, etc. are subject to the laws of the State of New York, USA. The United Nations Convention on

Contracts for the International Sales of Goods is hereby excluded from applying to these Terms and Conditions.

The courts of New York City, New York, USA shall have exclusive jurisdiction to settle any dispute or claim arising from or in connection with these Terms and Conditions (including any non-contractual disputes or claims). This clause shall not affect your rights under mandatory local law, including the right, where applicable, to bring any dispute or claim arising from or in connection with these Terms and Conditions in the courts of your home jurisdiction or in other courts having jurisdiction to hear such disputes

19 Translations

The English version of these Terms and Conditions is the prevailing version for your purchase. Any translations are provided for convenience only.

20 Questions and Complaints

Should you have any questions, suggestions or complaints concerning your order, your purchase or these Terms and Conditions, or if you desire to contact TomTom for any reason, please do so by email at <http://www.tomtom.com/support>. TomTom will take careful note of your email, process any complaints and send you a reply as soon as possible.

21 Definitions

Account: your TomTom account created on a Platform or an App.

App: any mobile apps developed by TomTom, downloadable from a Reseller.

Built-in Device: any Product built into a vehicle and sold by a third party to you.

Platform: any platforms made available by TomTom through which you can receive Services. Such platforms include but are not limited to:

- TomTom MyDrive
- TomTom Home
- MyTomTom
- TomTom MySports
- TomTom Discussion Forum
- and any other online platforms

Product: any hardware, items and accessories including but not limited to:

- all navigation devices (excluding Built-in Devices)
- sports devices
- accompanying items and accessories

Reseller: any online or offline reseller that sells Products, Built-in Devices, Services and Apps including but not limited to third-party (car) dealers and third-party app stores.

Service: any paid or free-of-charge service provided electronically by TomTom either on a subscription, continuous or one-time basis, including but not limited to:

- maps (either pre-installed or downloaded)
- safety camera information
- traffic information
- points of interest
- weather information
- fuel price information
- voices
- TomTom Content
- Platforms

Terms and Conditions: these General Terms and Conditions of TomTom Inc., a corporation organized and incorporated under the laws of the Commonwealth of Massachusetts, having its principal office address at 24 New England Executive Park # 410, Burlington, MA 01803, USA, with the company number 571139414.

Third-Party Material: content, software codes, data, information, functionality, algorithms and other content licensed or otherwise made available by parties other than TomTom.

TomTom Content: all information, text, files, scripts, graphics, photos, sounds, music, videos, interactive features, functionalities or other similar materials made available by TomTom.

TomTom Websites: all websites made available by TomTom, which you may access without prior registration or logging in, including but not limited to:

- www.tomtom.com
- www.routes.tomtom.com
- www.places.tomtom.com

User Data: content that you upload on or via an App, a Platform, a Product, or a Service, including communications, materials, information, data, opinions, photos, profiles, messages, notes, website links, music, videos, designs, graphics, sounds, and any other content, except to the extent where intellectual property rights relating to the aforementioned content lie with TomTom, or where the aforementioned content is otherwise owned by TomTom, its affiliates or licensors.

User Contributed Data: any User Data contributed to TomTom using Apps, Platforms, Products or Services, but solely where TomTom has the right to use such data according to your approval, the relevant product information, these Terms and Conditions, and/or the TomTom privacy statement made available to you by TomTom.