

## TERMS AND CONDITIONS OF PURCHASE

Important: Please read these terms and conditions carefully before ordering "Naviextras.com" services and items offered on this website or in the Toolbox.

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## I. Scope

- 1.1. These are the purchase and usage terms and conditions applicable to the purchase and use of any product (hereinafter referred to as the “**Terms and Conditions**”) purchased from NNG Software Developing and Commercial Llc., a company incorporated under Hungarian law (hereinafter referred to as “**Operator**”) on [www.naviextras.com](http://www.naviextras.com) and its subdomains (hereinafter referred to as “**Site**”) or in the Toolbox (to be defined later in Chapter III. below).
- 1.2. Approving and sending your order constitutes acceptance of the Terms and Conditions set forth hereinafter.
- 1.3. Personal data of the Customers are processed in accordance with our data protection policy that can be found on the Site at the following link: [HERE](#) or in the Toolbox (to be defined later in Chapter III. below).

## II. Contact Data of the Operator

*Name:* NNG Software Developing and Commercial Ltd.

*Registered Office:* 35-37 Szépvölgyi út, H-1037 Budapest, Hungary

*Postal address and primary place of business activity:* 35-37 Szépvölgyi út, H-1037 Budapest, Hungary

*Entered into the trade registry held by the Metropolitan Court as court of registration under the registration number:* 01-09-891838

*Tax number:*13357845-2-44

*EU VAT ID:* HU13357845

*Phone:* +36 1 872 0000

*Fax:* +36 1 872 0100

*E-mail:* [info@naviextras.com](mailto:info@naviextras.com)

## III. Definitions

**Agreement:** has the meaning given to it in Section 4.5. below.

**Business Day:** means a day other than a Saturday, Sunday or other day on which banks are authorized or required by law to close in Hungary in case of payment of money, in the country where the bank of the obligee is situated.

**Compatibility:** means that Products are able to properly function (install, run, display) on the Device and interoperate with the Software. Operator performs reasonable efforts to provide Customer with all necessary information regarding Compatibility when offering the Product. Additional Compatibility requirements (if any) may also be displayed for each Product on the detailed Product description pages.

**Consumer:** a natural person that is acting for purposes outside their trade, profession or business activity.

**Content:** means (but not limited to) maps, points of interest, 3D content, voices, language files and other navigation related data, content or information that can be uploaded on your Device and used with your Software.

**Customer:** means any registered User who sends a purchase order for Software, Updates, Content, or Services on the Site or Toolbox. The Customer is referred in these Terms and Conditions as „Customer” or „You”.

**Customer Support:** means a service provided by the Operator or its subcontractor to Customers via web interfaces.

**Device:** means navigation capable devices, such as personal navigation devices (also called as PND or PNA), smartphones / Personal Digital Assistants (also called as PDAs), including SD cards and other storage media (if Software or Content is stored on them), navigation-capable mobile phones, car navigation systems, navigation-capable PCs, notebooks and tablet PCs, navigation-capable personal media players (also called as PMPs).

**Electronic Download:** means that Products are delivered to the Customer by making a download link available to the Customer.

**EULA:** means the license terms set out in the standard end user license agreement of the Operator.

**Guest User:** means any non-identified (not logged in) User or viewer of the Site.

**Prepaid Code:** means an alphanumeric code that can be redeemed for specific Products. Prepaid Codes may be made available on plastic cards (prepaid cards) or electronically by the Device manufacturer or reseller or NNG.

**Product:** means Software, Updates, Contents and Services as may be offered from time to time on the Site or in the Toolbox.

**Right:** the right of the Customer to download the files pertaining to the Product and getting a license to use the Product in the event that the delivery performed by the Operator is done electronically.

**Services:** mean location based services (local search, traffic information, fuel price, weather information, etc.) that require some form of connectivity (data access via SIM card or Bluetooth, wireless internet access, TMC receiver, etc.) on your Device.

**Software:** means the navigation software running on your Device.

**Site:** means the web portal accessible on the internet address <https://infotainment.mazdahandsfree.com/> and on any of its subdomains.

**Operator:** means the business organization defined in Chapter II. of these Terms and Conditions.

**Toolbox:** means a free software application (developed and licensed by the Operator), which – depending on the Toolbox version – may be used to browse available Product offerings, purchase, download and re-download purchased Products, or receive and download free Products from the Operator’s servers and upload them to the Device.

**Updates:** mean Content and Software updates provided by your Device manufacturer or the Software developer, which provide additional features, new Content versions, or fix known Software problems.

**User:** means any registered or Guest User or any person viewing the Site or Toolbox.

**Voucher Code:** means an alphanumeric code which provides certain degrees of discount for specific Products. Codes may be provided at the time and manner advertised by the Operator or may be granted by Customer Support (within Customer Support's sole discretion). Voucher Code may also be granted by Device manufacturers or third parties authorized by Operator. Voucher Codes may have a validity period defined by the Operator. Valid Voucher Code redemptions are handled during the purchase process, and the discount is reflected in the total payable amount. The degree of discount and the time of validity might be different for each Voucher Code.

#### IV. General conditions

- 4.1. A variety of Products may be acquired on the Site or in the Toolbox for different Devices, such as Software, Software Updates, updates of the Content installed on your Device or extra Content and Services. Products available for your specific Device and their description are displayed on the Site or in the Toolbox.

#### User account

- 4.2. Certain Site or Toolbox versions may require creation of a User account. In such cases, only Users who have previously created a User account on the Site or in the Toolbox and are logged in may acquire Products.
- 4.3. In order to create a User account, it is required to complete the registration process by providing the Operator with current, complete and accurate information as prompted by the applicable registration form. The User has the possibility to correct any typo, erroneous input or outdated information in their User account. Please note that as your e-mail address was used to create your User account it cannot be changed or modified following registration. The User is responsible for any damages originated from false or faulty submissions. Operator is entitled to delete the false or faulty registrations, and in case of any doubt it is entitled to check the authenticity of the User, in accordance with and as allowed by the applicable legal provisions.
- 4.4. The terms and conditions related to the opening of the User account are regulated by the Terms of Use of the Site or the Toolbox.

#### Order and Agreement

- 4.5. By verifying and sending an electronic order via the online shop of the Site or through the Toolbox application, You – as a Customer – send an offer to the Operator to buy the Product(s) listed in your order, such offer being subject to acceptance by the Operator.

The Customer accepts these Terms and Conditions and sends its order after verifying and approving the order data. Thereafter the Customer may proceed to perform payment.

Operator will send you an e-mail confirming receipt of your order and payment and containing the details of your order and payment, which shall be regarded as acceptance of your offer and payment by the Operator. Only upon such acceptance is the agreement concluded (hereinafter: "**Agreement**"). Your order and payment is irrevocable, but in the event your order and payment is not confirmed by NNG at the

latest within 48 hours after you sent the order and realized the payment, you are not bound to your offer anymore.

Operator reserves the right to reject any order. Parties hereby exclude the applicability of any trade or commercial practices to their relationship, including but not limited to any such practice agreed or adopted previously by the Parties or any other practice widely known and applied regularly in relation to contracts of similar subject.

- 4.6. The present Terms and Conditions in force at the time You consented to them will be applicable to your order and shall form part of the Agreement concluded between You and the Operator. Before your next order, the Operator may have updated the Terms and Conditions without notice to You. Please be sure to review the current Terms and Conditions each time you visit the Site or the Toolbox. We recommend that you save or print a copy of the Terms and Conditions for your future reference and use in connection with your order.
- 4.7. The Agreement does not qualify as an agreement concluded in written form. Parties exclude the possibility for either party to put unilaterally the terms of the Agreement in a written form after the conclusion of the Agreement and amending and/or supplementing the Agreement with any further terms even if not qualifying material terms. A copy of the order accepted by the Customer by sending the order and proceeding for payment is archived with the actual order or transaction. The Customer can recover it on the transaction history page of the Site or in the Toolbox.
- 4.8. The Operator is not subject to any code of conduct, code of practice or to any code agreed by self-governing bodies or non-governmental organizations.

## V. Purchases of Products and Services

- 5.1. Any Product that is made available for download on the Site or through the Toolbox and any Content that can be activated by using a Prepaid Code or Voucher Code is the copyrighted work or other intellectual property of the Operator and/or its suppliers and Operator and/or its suppliers reserve all rights not explicitly granted in these Terms and Conditions.
- 5.2. When you acquire a Product, you are actually acquiring a license to use the relevant Software, Update or Content or a right to use the Services rather than acquiring the relevant Product itself. Update, Content, Software licenses and the provision of Services acquired through the Site or the Toolbox are subject to the end user license terms as specified in Chapter XIV. of these Terms and Conditions.
- 5.3. On the Site or in the Toolbox the Content available for your Device may be provided
  - (i) as a single package, which enables You to download electronically the latest Content on Your Device;
  - (ii) on a subscription basis, which means that You have the possibility to download electronically all the released updates during the subscription period and install them on Your Device, however, the number of updates released during the update subscription period and their frequency are not guaranteed. Also, it is not guaranteed that each content of a certain package will be updated in all releases.
  - (iii) in a so-called "Rent a Map" system, which means that You have the right to download electronically the Content and use the Content for the period of the rent as further specified in Chapter XVI.

Please note that not all options are available for every Content provided for Your Device. The options available for your Device are shown after You have chosen your Device and the relevant Product on the Site or within the Toolbox.

- 5.4. Services are provided on a subscription basis, meaning that you have the right to use such Services for the period defined in the relevant Service description.
- 5.5. Special terms and conditions applicable to the Products provided on a subscription basis are included in Chapter XV. of these Terms and Conditions. The Agreement for the subscription based Products is concluded for the time period appearing at the relevant Product description or in the absence of such defined period, as long as the Device is operational, unless the Agreement is terminated. Should a Device go wrong, Operator may provide but shall not be obliged to provide recovery back up possibility for the already purchased Products. If recovery back up function is available regarding a Device, You need to create a back up version of the Product according to the instruction of the Operator. Should Operator cease to support certain Device models according to Chapter VIII, back up function shall not be available as well.

## VI. Purchase process

- 6.1. Operator is responsible only for the fulfilment of those orders, which were placed on the Site or via the Toolbox. No postal or phone orders, or orders placed through any other means are accepted.
- 6.2. Downloading the Toolbox is necessary for completing the purchasing process commenced on the Site. The Toolbox can be downloaded free of charge from the link indicated on the Site. If the Customer has already downloaded the Toolbox, the purchase process may be initiated by starting up the Toolbox.
- 6.3. Certain Site or Toolbox versions may require that the Customer shall be logged in by using their username and password acquired during the User registration process in order to start the purchasing process.
- 6.4. You agree to provide current, complete, and accurate purchase and account information for all purchases made through the Site or the Toolbox. As a User, you have the possibility to correct any typo, erroneous input or outdated information in your User account. Please note that as your e-mail address was used to create your User account it cannot be changed or modified following registration. You agree to promptly update your account and other information, so that we can complete your transactions and contact You as needed in connection with your transactions.
- 6.5. The delivery of the Operator is made electronically as described in the descriptions of the purchasing processes in Chapter XVII. The risk of loss or damage to the Products will pass to You at the moment the Products are delivered into your possession.

## VII. Price and payment

- 7.1. Price for purchase transactions on the Site or in the Toolbox are specified in EUR or USD. The price of the Products in the catalogue may be shown in other currencies as well, according to Customer's geographic location, however, such prices are only

indicative prices that serve only information purposes, and may not be accurate at the time of the order, so the Customer is highly advised to check the amount equivalent to the price of the Product in its own currency.

- 7.2. Product prices are subject to change at any time and without notice, but You will always be charged the price which is displayed at the time you confirm your order.
- 7.3. For registered and logged in Customers from the European Union, all prices shown on the Site or in the Toolbox include VAT, except for the Customers from the European Union using a valid EU VAT ID number, who registered as corporate Customers and the Operator confirmed and approved their corporate Customer status as set forth in Section 7.5. hereof (hereinafter: “**Corporate Customer**”). For all Customers (natural person Customers and Corporate Customers) outside of the EU, all prices shown on the Site or in the Toolbox automatically exclude VAT.
- 7.4. Natural person Customers from the European Union are obliged to pay the VAT percentage applicable at the time of confirmation of their order according to the laws and regulations of their domicile. Under penalty of perjury You shall declare your true domicile address in the course of registration. This regulation is in accordance with the relevant EU VAT rules.
- 7.5. A Corporate Customer from the European Union using a valid EU VAT ID number who wishes to purchase Products exempt of VAT, has the possibility to register as Corporate Customer by filling in the necessary data requested on the Site or in the Toolbox. Please note that the Operator needs to review and verify the company information before confirming the Corporate Customer status. Before the confirmation of the Operator is received, Customers can only make purchases with VAT paid.
- 7.6. If You modify any of your data provided at registration as a Corporate Customer, the approval process restarts and the approved Corporate Customer status is suspended until the Operator verifies and approves the new data provided. At the end of the verification process the Operator may either confirm or revoke your Corporate Customer status. In the period of suspension of the Corporate Customer status, You can only make purchases with VAT paid.
- 7.7. In case of Corporate Customers, the Operator may check EU VAT ID validity at any time and might modify the invoice name to the name stored in the relevant national VAT database.
- 7.8. The Customer will have an opportunity to review all of the delivery costs that apply to the purchase before the Customer confirms the purchase.
- 7.9. All orders must be paid for through the payment methods made available by the Operator, which may be payment by a payment page of a third party payment provider by using your bank card data as detailed in Chapter XVII. You will receive a confirmation of your payment after it is processed.
- 7.10. Products purchased may be subject to import duties or other taxes. Any additional charges for customs clearance must be borne by You; the Operator has no control over these charges. Customs policies vary widely from country to country, so You should contact your local customs office for further information. Customer agrees to comply with all applicable international and national laws and regulations in relation to such Products and pay all customs fees, taxes or other government fees to the relevant authorities.

## VIII. Compatibility

- 8.1. In certain Site and Toolbox versions automatic Device registration with the Toolbox before proceeding with the purchase is mandatory. In such cases Device compatibility is checked by the Toolbox. It may happen that the manufacturer, distributor or any third party made modifications to the original certified model, including license misuse and piracy, which could make your Device incompatible. Such incompatibility may only be identified by using the Toolbox for Device registration.
- 8.2. Device model is only supported if the Operator makes such support available. Operator may cease to support certain Device models at any time upon Operator's sole discretion. In such case You can use the already purchased Products without limitation as long as the Device is operational, but You will not be able to purchase new Products on that Device. You should use original equipment with factory-installed Software to prevent any incompatibility or restriction in support.
- 8.3. In order to ensure that a Product is purchased for a compatible Device, in some cases a manual Device registration is mandatory if no Device was registered at a prior date either manually or automatically with the Toolbox for the actual User account. In case of improper or false manual Device registration done by the Customer, non-genuine or modified Device models, the Operator does not warrant any compatibility of the Products with the User's Device.
- 8.4. Please note, that in case of certain Content and Services, additional technical requirements (e.g. external TMC receiver, mobile internet capabilities, etc.) may apply, which are described in the detailed description of the referred Products.
- 8.5. For each Product there is a requirement for a minimum free storage space in the detailed description of the referred Product. The availability of the free space is out of the responsibility of the Operator.
- 8.6. The description of certain Products may contain a requirement that certain version of other Product(s) has to be installed on the Device for proper operation of the referred Content. It might happen that different versions of Products are available for different Devices due to technical Compatibility issues. If Device registration with the Toolbox is needed, You must check with the Toolbox which is the latest released version of that Product for your Device.
- 8.7. If Device registration with the Toolbox is needed, other minimum technical requirements apply for your personal computer with internet connection (broadband internet connection) where the Toolbox can be installed.
- 8.8. Compliance with the requirements included in this Chapter VIII must be checked by the User before placing your order. If any of the indicated Compatibility or Device requirements are not met, the Operator will not be responsible, and the Customer shall bear any costs and/or damages arising from ordering a non-compatible Product or Service.

## IX. Responsibility and Liability of the Parties

- 9.1. In order to perform its commercial activities, the Operator cooperates with third party partners (such as suppliers of Content or Service, information, hosting and internet connection providers, etc.), therefore the fulfilment of this Agreement may be affected by the fulfilment of such partners as well.



- 9.2. If the Customer fails to receive the Right within 1 (one) Business Day after making the payment, or the Customer does not receive a valid license key for the purchased Product, such failure should be reported by the Customer to Customer Support via the “Technical Support” or “Support Contact Us” or “About Us” page (as applicable) of the Site or the Toolbox.
- 9.3. If the Operator fails to inform the Customer of the invoices issued about the ordered and paid Products within 1 (one) Business Day after sending the order, the Customer should notify Customer Support of the Operator via the “Technical Support” or “Support Contact Us” or “About Us” page (as applicable) of the Site or the Toolbox.
- 9.4. The Customer shall take all necessary precautions before installing any Product, and follow the instructions on Product download, licensing and installation process described in Section XVII/6 of these Terms and Conditions. The Operator shall not be liable for any loss of data or damage in any hardware or software stored or operated on the Device of the Customer arising from installing the Product.

## X. Rescission from the Agreement

- 10.1. The Customer is entitled to rescind the Agreement and request a refund:
  - a) if the Operator fails to provide a download Right for the Customer for the purchased items within 5 (five) Business Days from the date of payment,
  - b) if the ordered and paid Product is not compatible with the Customer’s Device provided that the Customer has verified the compliance of the Device and the Product as described in Chapter VIII.
- 10.2. Customer should use the “Technical Support” or “Support Contact Us” or “About Us” page (as applicable) of the Site or the Toolbox to notify the Operator of the rescission and to ask for a refund. If the above listed conditions of refund are met, the Operator will confirm the rescission via e-mail and shall make the refund within 15 (fifteen) Business Days.
- 10.3. The Operator is entitled to rescind the Agreement at any time if the Customer fails to fulfill its payment obligation within 5 (five) Business Days from the date of the order. This shall be applied also to the event when online payment fails for any reason (especially, but not exclusively for the following reasons: interruption initiated by the User, lack of funds, or for any other reasons when the bank refuses the online payment transaction, or a technical error occurs). In the event that the Customer does not fulfill its payment obligation at the latest within 20 (twenty) Business Days from the conclusion of the Agreement, the order of the Customer is cancelled and therefore, the Agreement is automatically terminated without any further notice to the Customer.
- 10.4. Rescission renders the Agreement terminated with retroactive effect to the date of becoming effective.

## XI. Loss of right of withdrawal

- 11.1. As the Products are provided as digital content and performed electronically, You explicitly grant your consent that the Operator may fulfil Agreement and provide you with the downloadable Product immediately after (i) entering into the Agreement and (ii) paying the fee pursuant to Agreement. You acknowledge that

by getting the right to download or get access to the Product before the end of the fourteen (14) day period for withdrawal, You lose the right to withdraw from the Agreement pursuant to subsection 1 of Section 20 of 45/2014 (II. 26.) Governmental Decree of Hungary, within the fourteen (14) days period after entering into the Agreement.

- 11.2. The registration procedure provides for an express confirmation (checkbox) by the Customer that he/she (i) grants consent to providing access to (delivering of) the Product immediately after entering into the Agreement and paying the fee and (ii) acknowledges that by getting the right to download or get access to the Product before the end of the fourteen (14) day period for withdrawal, the Customer loses the right to withdraw from the Agreement.
- 11.3. The above applies to Corporate Customers as well.

## XII. Warranty for Defects and Product Liability

- 12.1. If You are a Consumer, please be informed that based on the applicable law the terms set forth in Appendix 1 of these Terms and Conditions shall be applied to your purchase concerning warranty for defects and product liability.
- 12.2. In the event that You intend to exercise your rights in case of warranty or product liability, please notify Customer Support via the “Technical Support” or “Support Contact Us” or “About Us” page (as applicable) of the Site or the Toolbox.

## XIII. Limitation of Liability

- 13.1. The terms of this Chapter apply to the maximum extent permitted by mandatory applicable law. This Chapter is not intended and does not operate to limit our liability to the extent we may be liable to You under law or pursuant to any statutory rights which apply to You.
- 13.2. The Operator hereby informs the Customer that although the greatest care was taken in producing the Product, given the nature of the Product and its technical limitations, the Operator and its suppliers do not provide a warranty for the Product being completely error-free, and they are not bound by any obligation whereby the Product obtained by the Customer should be completely error-free.
- 13.3. THE PRODUCT IS PROVIDED ON AN “AS IS” AND “WITH ALL FAULTS BASIS” (INCLUDING NO WARRANTY FOR THE CORRECTION OF FAULTS) AND OPERATOR AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY OPERATOR OR ANY OF ITS AGENTS, SUPPLIERS, EMPLOYEES SHALL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.
- 13.4. The Operator does not assume any responsibility for damages incurred due to the Product not being applicable for any defined purpose, or due to the error or

incompatibility of the Product with any other system, device or product.

13.5. NEITHER OPERATOR NOR ITS SUPPLIERS SHALL BE LIABLE TO USER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THE AGREEMENT, INCLUDING LOST PROFITS OR COSTS OF COVER, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.6. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES FROM THE OPERATOR OR ANY OF ITS SUPPLIERS, YOU CAN RECOVER ONLY DIRECT DAMAGES UP TO THE AMOUNT THAT YOU PAID FOR THE PRODUCT (OR UP TO 10 USD IF THE AMOUNT IS NOT CALCULABLE OR IF YOU ACQUIRED THE PRODUCT FOR NO CHARGE). THE DAMAGE EXCLUSIONS AND LIMITATIONS IN THIS AGREEMENT APPLY EVEN IF REPAIR, REPLACEMENT OR A REFUND FOR THE PRODUCT DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR IF THE OPERATOR OR ITS SUPPLIERS KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES.

13.7. **Products provided by third parties.**

The Operator hereby excludes any liability of its own for the Products or information obtained through the Products. The Operator does not warrant the quality, suitability, accuracy, fitness for a specific purpose or territorial coverage or availability of the Product or information. The Operator specifically excludes any and all liability for the suspension or cancellation of a Service by a third party provider, and any damage arising due to cancellation of a Service. Customer acknowledges that the mapping data in Products may contain geographical data and other data.

#### XIV. Product License Terms

14.1. If You acquired the Product under the Agreement based on these Terms and Conditions, the order of precedence of licensing terms applicable to such Product is as follows:

(i) any special license terms that may have been supplied with the Product by the Operator – which shall prevail in case of conflicting provisions of the terms referred to in subsection (ii) and (iii) hereunder; and

(ii) the end user license agreement pertaining to the navigation software, content and service already in effect and supplied with the Device – which shall prevail in case of conflicting provisions of the terms referred to in subsection (iii) hereunder; and

(iii) the license terms set out in the standard end user license agreement of the Operator (“**EULA**”). The terms “Licensor” and “Software Owner” in the EULA shall equally be interpreted as defining the Operator itself.

14.2. In the event of any conflict between the main text of these Terms and Conditions and the provisions applicable in accordance with Section 14.1, in the contractual relationship between the Operator and the Customer, the provisions of the main text of these Terms and Conditions shall apply.

## XV. Special Conditions Applicable to Certain Services

### 15.1 Subscription for Real Time Services

- 15.1.1. Some Products offer a so called real time Service for a subscription fee. In case the Customer subscribes for a real time Service for a certain period, it provides the Customer with the possibility to access a third party service at any time during that period and to get information. The Operator does not warrant the quality or availability of the Service and is not liable in case of interruption or discontinuance of the Service.
- 15.1.2. Compatibility of the Device must be checked by Customer before proceeding to checkout and payment in accordance with the provisions included in Chapter VIII.

### 15.2 Free map updates for maps purchased online and other update services

- 15.2.1. Some map updates may offer additional free updates for a pre-defined period counting from the date of purchase. In such cases, a one-time update is purchased and delivered according to Section XVII/6 ., while the additional free map updates are provided via the Toolbox 'as is', if and when new version of the related maps are released during the pre-defined period. The Operator does not guarantee neither the frequency nor the minimal number of such additional free updates during the pre-defined period. The Operator retains the right to cancel or change the availability of the free updates without prior notice.
- 15.2.2. In case of subscription services the price to be paid for the service contains all costs for the entire period of the subscription.

## XVI. Special Conditions for Map Products with Time-limited License

- 16.1. Some map updates are licensed for a limited period of time, which is referred to on the Site as "Rent a Map". Such Products provide the same map versions as other map updates but contain a time-limited license right only which is indicated in the Product description (e.g. 1 month) (hereinafter referred to as the "**License Term**").
- 16.2. Such time-limited usage starts at the date and time of purchase, and the license file expires automatically after the expiry of the License Term. After the expiry of the License Term the Software will not display the map anymore.

## XVII. Purchase Process for Downloadable Products

### 1 Select Product(s)

To order any Product, Customer first adds the desired items to his/her cart or select the desired item on the purchase page. Additional available options (like subscription options) and bundles of the Products might be offered by the Operator. Customer can choose to add additional items to the selected items, or decide to continue the checkout process without making any change.

### 2 Checkout Process

Having all selected Products in the cart, the Customer opens the cart screen and checks the detailed list of all Products added to the cart. Customer can remove any Product from

their cart on that screen. If only one Product or bundle of Products is available, there is no cart but purchase summary page is shown.

If Customer has a Voucher Code or Prepaid Code, the Customer selects "REDEEM A CODE" or "I HAVE A CODE" option, enters Voucher Code or Prepaid Code and presses the relevant button (usually called as "REDEEM button"). The Site or the Toolbox verifies the eligibility and validity of the Voucher Code and updates the price in the cart or purchase summary page showing the original price, discounted price and the discount. In case of Prepaid Code, the Site or the Toolbox verifies the eligibility and validity of the Prepaid Code and updates the eligible list of Product or displays the eligible Product. Customer can select and download the selected Product.

### 3 Invoice data screen

On the invoice data screen, Customer should enter (if not provided earlier) a name and address which they want to be displayed on the electronic invoice. After the order has been verified and sent as detailed in Step 4 below, this data cannot be changed.

### 4 Verifying and sending the order

This screen summarizes all important data of the order for final verification and approval including invoicing data, Product(s) to be ordered and the amount to be paid. This is the last screen to modify anything in your order: to go back and edit items or amend invoice. By accepting the above listed data and proceeding for payment, the order is approved by the Customer.

### 5 Payment & Invoicing

Following the acceptance of the purchase terms and other terms of use (if applicable), the payment of the ordered Products takes place after sending the order. Operator organizes the payment via the internet with the participation of several third party payment processors. After initiating the payment procedure, You will be redirected to the site of the third party payment processor (Payment page).

By initiating the payment procedure, You agree to pay to the Operator, through the third party payment processor, the prices then in effect.

The processing of payments will be subject to the terms, conditions and privacy policies of the third party payment processor in addition to these Terms and Conditions. Operator shall not be responsible for any error by or occurring at the third party payment processor.

The Customer shall provide their bank card data needed for payment through the payment page that is operated by the third party payment processor. The Operator does not receive, have access to, store, process or handle bank card data or cardholder data and will be informed only about the successful or unsuccessful payment by the financial institution arranging the transaction.

On the basis of the approved financial fulfilment and the invoicing data given by the Customer, Operator will issue an electronic invoice about which the Customer will be informed on the Site or in the Toolbox and/or via e-mail by a confirmation message. The authorized electronic invoice by timestamp and its supported localized language print view in pdf format can be seen and can be downloaded from the update history of the user account.

Payment is considered to be fulfilled if the amount is irrevocably credited to the bank

account of the Operator. The Operator confirms the receipt of the order and the payment without delay by sending an e-mail to the e-mail address of the Customer.

## 6 Delivery through Electronic Download

As soon as payment is successfully done the Right gets added to the selected Device registered under the Customer's User profile on the Site or in the Toolbox..

The Operator hereby undertakes that after the payment is fulfilled it will make the Right available for download not later than within 1 (one) Business Day at the Customer's User profile. Making the Right available for download shall be considered commencement of the fulfilment of the Agreement.

The Customer is entitled to use their Right to download the files and get a license after purchasing the Right. When downloading the license the eligible version of that Product is provided by the Site.

If the Toolbox is to be used for the purchase process, the Customer can check and use their Rights with the Operator's free software application called Toolbox, which can be downloaded from the Site.

If the Toolbox is to be used for the purchasing process, the installation process is the following:

1. Following the download and installation of the Toolbox, Customer starts the Toolbox,
2. Provided that the Toolbox recognizes the Device, Customer should connect their Device or data carrier (such as USB flash drive/SD card in case of car navigation Devices) to the PC/MacOS based computers, then
3. Register or log-in in the Toolbox with the same username and password that Customer uses on the Site (where applicable).
4. After a successful log-in and purchase of the Product or Prepaid Code redemption, Customer should download the necessary files of the purchased Products with the Toolbox, then the installation starts automatically and request a license for the Products purchased and upload them to the Device or data carrier (such as USB flash drive/SD card).
5. If data carrier is used, the Customer shall insert the data carrier to the head unit of the car. The head unit recognizes the data carrier and the purchased Product shall be installed on the car navigation Device according to the applicable user guide.

When the Customer starts the installation of the purchased Products, the Site or the Toolbox issues the necessary license keys for the Device. Products can be used on one Device only and licenses and Products cannot be moved or copied to another Device once licenses are issued.

## XVIII. Customer Support

- 18.1. Customers may request customer support for their Product purchases made on the Site or through the Toolbox. Customer Support is provided for Customers via web interfaces.
- 18.2. Please visit the "Technical Support" or "Support Contact Us" or "About Us" page (as applicable) of the Site or the Toolbox for more information about Customer

Support options. The Site provides You with answers to some frequently asked questions.

- 18.3. Should You have any complaint concerning your order or your purchase, please contact Customer Support via the “Technical Support” or “Support Contact Us” or “About Us” page (as applicable) of the Site or the Toolbox or You can send us your complaint to the postal address of Operator set forth in Chapter II. or to the [info@naviextras.com](mailto:info@naviextras.com) e-mail address addressed to Customer Support, who will examine your complaint and revert back to You within 30 (thirty) days at the latest. If your complaint is rejected, the Operator shall provide the reason for the rejection.
- 18.4. In the event that the legal dispute with a Consumer is not resolved through amicable negotiations, the Consumer has the following possibilities:
- making a complaint at the competent consumer protection authority;
  - initiation of the procedure of the competent alternative dispute resolution body:
    - Arbitration Board of Budapest
    - Address: 1016 Budapest, Krisztina krt. 99. 3<sup>rd</sup> floor 310.
    - Postal address: 1253 Budapest, Pf.: 10.
    - Telephone: 06-1-488-2131
    - Facsimile: 06-1-488-2186
    - E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)
    - Website: <https://bekeltet.bkik.hu/>
  - initiation of a lawsuit; and
  - for Consumers living within the EU may also submit their legal claims to the online dispute resolution platform operated and provided by the European Commission which can be accessed via <http://ec.europa.eu/consumers/odr/> in order to reach an out of court settlement.

## IXX. Miscellaneous

- 19.1. This Agreement is to be governed by the laws of Hungary.
- 19.2. The courts of Hungary shall have jurisdiction over all disputes related to the Agreement.
- 19.3. If the Customer is a Consumer, the above choice of law and choice of venue shall not have the result of depriving the Consumer of the protection afforded to them by provisions (including any provision regulating the court having jurisdiction) that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable.
- 19.4. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to the Agreement.
- 19.5. This Agreement is prepared originally in English language version. There may be other language versions as well, the list of which you may find and choose from on the Site or in the Toolbox. In case of any discrepancy between the English language version and any other language version the English language version shall prevail.

## Appendix 1

### Information Document for Consumers on Warranty for Defects and Product Liability

#### 1. Warranty for Defects

##### **In which cases shall You be entitled to make a warranty claim?**

In the case of non-conformity by the Operator, You shall be entitled to make a warranty claim against the Operator, pursuant to the provisions of the Hungarian Civil Code.

##### **What are the rights You shall enjoy according to your warranty claim?**

You shall be entitled to make a warranty claim by selecting an option below:

You may choose either repair or replacement unless this is impossible, or it results in disproportionate expenses for the Operator as compared to the alternative remedy. If You did not select or were unable to select either repair or replacement, You may require an appropriate reduction of the price, or, in the last resort, have the contract rescinded.

You shall be entitled to switch from the remedy You have selected to an alternative remedy. In this case, the costs of the Operator incurred thereby shall be reimbursed unless it was made necessary by the Operator's conduct or for other justified reasons.

##### **For how long shall You be entitled to make a warranty claim?**

You shall be required to inform the Operator of any lack of conformity within the shortest time permitted by the prevailing circumstances, but no later than within a two-month period that commences upon the discovery of the defect. Please also note that You shall be entitled to exercise your warranty rights in a maximum two-year period of limitation that commences upon delivery of the goods or services.

##### **Against whom shall You be entitled to make a warranty claim?**

You shall be entitled to make a warranty claim against the Operator.

##### **What other conditions do apply?**

To make a warranty claim within six months after delivery, no other conditions apply in addition to the obligation of informing the enterprise about the defect, provided that You can prove that the product was sold or the service was provided by Operator. Following the six-month period of limitation that commences upon delivery of the goods or services, You shall carry the burden of proof and shall prove that the discovered defect already existed at the time of delivery.

#### 2. Product Liability

##### **In which cases shall You be entitled to make a product liability claim?**

In the event of a defective movable (product) You may choose to enforce your rights specified in point 1, or make a product liability claim.

##### **What are the rights You shall enjoy according to your product liability claim?**



Under a product liability claim, You shall only be entitled to choose either repair or replacement of the defective product.

**In which case shall the product be considered defective?**

A product shall be considered defective if it lacked conformity with the prevailing rules and regulations on quality standards at the time the product was put into circulation, or it lacks conformity with the character or nature of the product specified in the documentation supplied by the manufacturer.

**For how long shall You be entitled to make a product liability claim?**

You shall be entitled to make a product liability claim within a two-year period that commences on the day the manufacturer puts the product into circulation. The omission of this time limit shall result in forfeiture of rights.

**Against whom shall You be entitled to make a product liability claim, and what other conditions do apply?**

You may exclusively make a product liability claim against the manufacturer or distributor of the movable (product). The consumer shall be required to inform the manufacturer of any lack of conformity without delay. If notification of the lack of conformity is made within two months of the time it is detected, it shall be deemed that notification was made in due time. The consumer shall be liable for any damage that results from late notification.

**In which case shall the manufacturer (distributor) be excused of product liability?**

The manufacturer (distributor) shall only be excused of product liability if they can prove that

- the product was not manufactured or distributed by them in the course of their business; or
- the state of scientific and technical knowledge at the time when they put the product into circulation was not such as to enable the existence of the defect to be discovered; or
- the defect is due to compliance of the product with mandatory regulations issued by the public authorities.

To be excused of liability, the manufacturer (distributor) shall prove one of the above statements.

Please note that You shall not be entitled to make a warranty claim for defects and a product liability claim for the same defect at the same time. However, if You have successfully enforced a product liability claim, You shall be entitled to make a warranty claim for defects for the repaired part or the replaced product against the manufacturer.