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 Naviextras Toolbox.

Last updated and effective as of 28.09.2017

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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 "Site Operator") on www.naviextras.com and its subdomains (hereinafter referred to as "Site") or in Naviextras 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 Naviextras Toolbox (to be defined later in Chapter III. below). The data protection policy is an integral part of the present Terms and Conditions.

II. Contact Data of the Site 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

III. Definitions

Activation: means purchase of an Activation Code, which enables the User of activating Contents, Software, Updates, Services on their Device.

Activation Code: means an alphanumeric code, provided by the Site Operator to Customer, which enables performing the Activation. The Activation Code is only valid for Activation on the same Device, which provided the Request Code.

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 and/or, in case of physical shipment, in the country where shipment is to be made and/or, 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. Site Operator performs reasonable efforts to provide Customer with all necessary information regarding Compatibility when offering the Product. Additional Compatibility requirements may also be displayed for each Product on the detailed Product description pages, accessible via "Read more" links.

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, Services or Activation Code on the Site. The Customer is referred in these Terms and Conditions as „Customer" or „You".

Customer Support: means a service provided by the Site 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 Site Operator.

Goods: has the meaning given to it in Section 11.9. below.

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. Codes may be made available on plastic cards (prepaid cards) or electronically by the Device manufacturer or reseller. Prices may differ based on the offered Products.

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

Request Code: means an alphanumeric code used during an Activation process. Request Code identifies the Product, and the actual Device on which that Product is to be activated. It is shown on the screen of the Device, which has to be typed in by the Customer in order to receive an Activation Code.

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 Site 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 www.naviextras.com and on any of its subdomains.

Site 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 Site 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 Site 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 Site 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 Site Operator. Voucher Codes may have a validity period defined by the Site Operator. Valid Voucher Code redemptions are handled during the purchase process, in the "Cart" section, 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 Naviextras Toolbox for different Devices, such as Software, Software Updates, updates of the Content installed on your Device or extra Content, Services and Activation Codes. Products available for your specific Device and their description are displayed on the Site or in Naviextras 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 Naviextras 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 Site 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. Site 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 Site Operator to buy the Product(s) listed in your order, such offer being subject to acceptance by the Site 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.

Site Operator will send you an e-mail confirming receipt of your order and containing the details of your order, which shall be regarded as acceptance of your offer by the Site Operator. Only upon such acceptance is the agreement concluded (hereinafter: "Agreement"). Your order is irrevocable, but in the event your order is not confirmed at the latest within 48 hours after you sent the order, you are not bound to your offer anymore.

Site 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 Site Operator. Before your next order, the Site 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 Naviextras Toolbox.

4.8. The Site 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 an Activation Code is the copyrighted work or other intellectual property of the Site Operator and/or its suppliers and Site 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 Naviextras 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.;

(iv) on a physical data carrier such as SD or SDHC card, USB drive, DVD etc. delivered to You by physical shipment.

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 Naviextras 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.

VI. Purchase process

6.1. Site 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 Site Operator is made electronically or by physical shipment as described in the descriptions of the purchasing processes from Chapter XVII to Chapter XIX. The risk of loss or damage to the Products will pass to You at the moment the Products are delivered to your shipping address or into your possession.

6.6. Different purchase and delivery process shall apply to the following purchases:

6.6.1. Purchase of the latest version of Products through the Site or via the Toolbox and electronic delivery or physical shipment (the relevant provisions are included in Chapter XVII);

6.6.2. Purchase of an Activation Code (the relevant provisions are included in Chapter XVIII) and delivery of the Activation Code;

6.6.3. Downloading a Content using a Prepaid Code (the relevant provisions are included in Chapter XIX).

6.7. In the event of delivery of any Product that is provided as digital data content and is performed electronically, You agree that the Site Operator may begin to start the performance of the Agreement and provide you with the downloadable Product and/or provide you with the Activation Code immediately on purchase. You acknowledge that by giving your present prior express consent for the Site Operator to start the performance, immediately after the Site Operator starts the performance, You lose your right of withdrawal regulated in Chapter XI.

6.8. In case of any Product falling outside the scope of Section 6.7. by submitting your order You agree that the Site Operator may begin to start the performance of the Agreement and provide you with the ordered Product prior to the expiry of the termination period applicable for consumers' termination right regulated by and according to subsection 1 of Section 20 of 45/2014 (II. 26.) Governmental Decree. In this case, if the Site Operator has begun to start the performance, you will be entitled to exercise a termination right regulated in 11.2. of Chapter XI.

VII. Price and payment

7.1. Price for purchase transactions on the Site or in Naviextras 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 Naviextras 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 Site 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 Naviextras 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 Naviextras Toolbox. Please note that the Site Operator needs to review and verify the company information before confirming the Corporate Customer status. Before the confirmation of the Site 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 Site Operator verifies and approves the new data provided. At the end of the verification process the Site 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 Site 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. Prices shown on the Site or in Naviextras Toolbox exclude delivery costs. In the event of ordering physical Products, delivery costs will be added to the amount of the purchase and shown on the check-out page. 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 Site 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 Site 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 Site Operator makes such support available. 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 Site 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 Site 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 Site 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 Site 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 or the Activation Code within 1 (one) Business Day after making the payment, or the Customer does not receive a valid license key for the purchased Product or the Activation Code does not perform Activation of Contents, Software, Updates, Services on the Device, such failure should be reported by the Customer to Customer Support via the "Contact Us" page of the Site or the Toolbox.

9.3. If the Site 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 Site Operator via the "Contact Us" page 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 Site Operator shall not be liable for any loss of data or damage in other software stored 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 Site Operator fails to provide a download Right for the Customer for the purchased items or does not provide the Customer with the Activation Code within 5

(five) Business Days from the date of payment,

b) in the event of physical Products if the Site Operator fails to deliver the physical Products to Consumer within 30 (thirty) days from the date of payment,

c) 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 "Contact Us" page of the Site or the Toolbox to notify the Site Operator of the rescission and to ask for a refund. If the above listed conditions of refund are met, the Site Operator will confirm the rescission via e-mail and shall make the refund within 15 (fifteen) Business Days.

10.3. In the event specified in indent c) of Section 10.1, if the Product is a physical product, the Site Operator may withhold refund until it has received the Product sent back by the Customer. The returned Product is subject to inspection by the Site Operator. You shall send back the Product, without undue delay and in any event not later than 14 (fourteen) days from the day on which you communicated your rescission of the Agreement to the Site Operator.

10.4. The Site 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 sending the order to the Site Operator. 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.

10.5. Rescission renders the Agreement terminated with retroactive effect to the date of becoming effective.

XI. Withdrawal/Termination for Consumers

11.1. The following withdrawal/termination right set out below shall be applied only if You are a Consumer. The withdrawal/termination right detailed in this Chapter XI. is provided in addition to any statutory return rights that You may have under law or any return to be made in the event of breach of contract regulated in these Terms and Conditions.

11.2. You have the right to withdraw from or terminate the Agreement within 14 (fourteen) days without giving any reason, subject to the limitations set forth in this Chapter XI. The withdrawal right may be exercised within 14 (fourteen) days following the physical delivery of Contents; whereas the termination right may be exercised in case of Updates, Content and Services provided by Electronic Download and the provision of an Activation Code within 14 (fourteen) days following the conclusion of the Agreement.

11.3. The withdrawal right cannot be exercised in the following events:

1. After starting the performance by the Site Operator in case of Updates, Content and Services delivered by Electronic Download and after delivery of the Activation Code, with regard to the fact that performance was started before the expiry of the notice period for withdrawal with your prior express consent.

2. In case of Content delivered by physical shipment that requires a downloading, installation and/or activation process to be performed, after such process of the delivered Content is started, given that as a result of the process the Content is irreversibly uploaded to the Device.

3. After starting the performance by the Site Operator in cases specified in Section 6.7. and 6.8. in Chapter VI.

11.4. To exercise the right of withdrawal/termination, You shall inform the Site Operator of your decision to withdraw from/terminate the Agreement by an unilateral statement (e.g. a letter sent by post, fax or e-mail). You may use the withdrawal/termination form attached hereto as Appendix 1, but You may use your own text as well.

11.5. You may also electronically fill in and submit the model withdrawal/termination form or any other unilateral statement on the Site or the Toolbox by using the "Contact Us" page of the Site or the Toolbox. If you use this option, we will communicate to You an acknowledgement of receipt of such a withdrawal/termination by e-mail without delay.

11.6. To meet the withdrawal/termination deadline, it is sufficient for You to send your communication concerning your exercise of the right of withdrawal/termination before the withdrawal/termination period has expired.

11.7. If you withdraw from this Agreement in case of physical delivery of Contents, we shall reimburse to You all payments received from You, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 (fourteen) days from the day on which we were informed about your decision to withdraw from this Agreement. We will carry out such reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of such reimbursement.

11.8. In the event of Content delivered to You on a data carrier by physical shipment (hereinafter referred to as „Goods"), the following additional provisions shall be applied:

(a) You shall send back the Goods, without undue delay and in any event not later than 14 (fourteen) days from the day on which you communicated your withdrawal from the Agreement to us. The deadline is met if You send back the Goods before the period of 14 (fourteen) days has expired. You will have to bear the direct cost of returning the Goods.

(b) we may withhold reimbursement until we have received the Goods back or you have supplied evidence of having sent back the Goods, whichever is the earliest.

(c) You are only liable for any diminished value of the Goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.

(d) As a condition of return, and to the extent permitted by law, the following requirements apply: all Goods must be returned with reasonable care having been taken (such as must not show wear or damage, and must be in a condition that permits us to resell them).

(e) Returned Goods must be returned in their original, unopened packaging, accompanied by the original receipt and the original documentation. Subject to applicable law, failure to include such items may prevent or delay your refund or exchange or result in additional fees and the Site Operator reserves the right to deny any return or exchange if it fails to meet the Site Operator's return criteria.

XII. Warranty for Defects, Product Liability and Guarantee

12.1. If You are a Consumer, please be informed that based on the applicable law the terms set forth in Appendix 2 of these Terms and Conditions shall be applied to your purchase concerning warranty for defects, product liability and guarantee.

12.2. In the event that You intend to exercise your rights in case of warranty, guarantee or product liability, please notify Customer Support via the "Contact Us" page 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 Site 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 Site 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 SITE 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 SITE 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 Site 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 SITE 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 SITE 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 SITE OPERATOR OR ITS SUPPLIERS KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES.

13.7. Products provided by third parties.

The Site Operator hereby excludes any liability of its own for the Products or information obtained through the Products. The Site Operator does not warrant the quality, suitability, accuracy, fitness for a specific purpose or territorial coverage or availability of the Product or information. The Site 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 Site 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 Site Operator ("EULA"). The terms "Licensor" and "Software Owner" in the EULA shall equally be interpreted as defining the Site 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 Site 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 Site 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 A., 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 Site Operator does not guarantee neither the frequency nor the minimal number of such additional free updates during the pre-defined period. The Site 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 and Physical Products

1 Add to cart

To order any Product, Customer first adds the desired items to his/her cart.

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 Customer has a Voucher Code, the Customer selects "I HAVE A CODE" option, enters Voucher Code and presses "REDEEM A CODE" button. The Site or the Toolbox verifies the validity of the code and updates the price in the cart showing the original price, discounted price and the discount.

After pressing the "Checkout" button, additional available options (like subscription options) and bundles of the Products might appear to all items of the cart. Customer can choose to add additional items to the cart, or decide to continue the checkout process without making any change to the cart. On this screen you may have the option to choose the delivery of the Product on a data carrier. However, in the event You choose this option, You will not have the possibility to order any Product delivered electronically in the same order, so if You intend to order any other Product to be delivered electronically, then You will have to initiate a new ordering process.

3 Entering invoice data and shipping address, if applicable

On the invoice data screen Customer should enter a name and address which they want to be displayed on the electronic invoice and in case of physical delivery, the shipping address where the Customer requests to have the Product delivered. 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, amount to be paid and shipping data, if applicable. This is the last screen to modify anything in your order: to go back and edit items or amend invoice or shipping data. By accepting the above listed data and proceeding for payment, the order is approved by the Customer. The Site Operator confirms the receipt of the order without delay by sending an e-mail to the e-mail address of the Customer.

5 Payment & Invoicing

The payment of the ordered Products takes place after sending the order. Site 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 Site 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. Site 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 Site 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, Site Operator will issue an electronic invoice about which the Customer will be informed on the Site or in Naviextras Toolbox and/or via e-mail by a confirmation message. The authorized electronic invoice by timestamp and its 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 Site Operator.

6 Delivery

A. Delivery through Electronic Download

As soon as payment is successfully done the Right gets added to the Customer’s User profile on the Site or in Naviextras Toolbox, if delivery from the Site Operator is done in electronic way.

The Site 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 latest 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 Site 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. Customer starts the Toolbox,
2. Customer should connect their Device to the PC, then
3. Log-in into Naviextras Toolbox with the same username and password that Customer uses on the Site.
4. After a successful log-in, Customer should download the necessary files of the purchased Products with the Toolbox, then
5. Start the installation to automatically request a license for the Products purchased and upload them to the Device.

When the Customer starts the installation of the purchased Products with the Toolbox, 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.

B. Physical Delivery

Delivery of the Products is made by courier mail to the shipping address indicated on the order at the latest within 30 days from the payment of the Products by the Customer. A direct link to track the order will be provided so that the Consumer can track the order they placed.

If You refuse or neglect to take delivery of the Products, Site Operator reserves the right to charge you for the reasonable cost of storing the Products until delivery can be made.

XVIII. Purchase Process for Activation

The process for purchasing an Activation Code is the following:

1. Choosing the Product to be activated, adding it to the cart

First the Customer chooses the Product on the screen of their Device which they wish to activate.

The Device screen shows a Request Code which has to be typed into the Activation screen of the Site or the Toolbox.

The Site or the Toolbox verifies the validity of the Request Code and shows the name and description of the related Product.

Logged-in Users can add that Product to the cart by clicking the "Activate" link.

2. Checkout Process

3. Entering invoice data

4. Verifying and sending the order

5. Payment & invoicing

Steps 2-5 are identical with the equivalent steps for purchasing Downloadable Products and Physical Products as described in Chapter XVII.

6. Delivery

As soon as payment is successfully done, an Activation Code is shown on the Site or in Naviextras Toolbox and it is also added to the transaction history for later recovery. Providing this Activation Code is the electronic delivery from the Site Operator's side, there is no physical or other shipment for Product Activation.

Customer should enter this code to the Activation Code screen of their Device which activates (enables the use of) the Product. The Activation Code can be used only on the same Device which has shown the Request Code in Step 1.

In the event of activating a pre-installed Product of the Device, the Activation Code is only used to activate the Product pre-installed by the manufacturer of the Device, it does NOT provide a right to download the latest version of the same Product via the internet with the Toolbox.

XIX. Purchase Process with Prepaid Code

Some Devices are shipped with Prepaid code in order to get freely downloadable Product onto the Device. In case of such Devices Customer can decide to select a Product for their Device.

1. Entering the Prepaid code

First the Customer enters the Prepaid Code into the Activation screen of the Site or the Toolbox. The Site or the Toolbox verifies the validity of the code and shows the name and the description of the available Product.

2. Choosing the Product, adding it to the cart

3. Checkout Process

4. Entering invoice data

5. Verifying and sending the order

6. Payment & invoicing

7. Delivery

Steps 3-7 are identical with the equivalent steps for purchasing Downloadable Products and Physical Products as described in Chapter XVII.

XX. Customer Support

20.1. 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.

20.2. Please visit the "Contact Us" page of the Site or the Toolbox for more information about Customer Support options. The Site provides You with answers to some frequently asked questions.

20.3. Should You have any complaint concerning your order or your purchase, please contact Customer Support via the "Contact Us" page of the Site or the Toolbox or You can send us your complaint to the postal address of Site Operator set forth in Chapter II. or to the 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 Site Operator shall provide the reason for the rejection.

20.4. 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. 3rd floor 310.
Postal address: 1253 Budapest, Pf.: 10.
Telephone: 06-1-488-2131
Facsimile: 06-1-488-2186
E-mail: bekelteto.testulet@bkik.hu
Website: http://bekeltet.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.

XXI. Miscellaneous

21.1. This Agreement is to be governed by the laws of Hungary.

21.2. The courts of Hungary shall have jurisdiction over all disputes related to the Agreement.

21.3. 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.

21.4. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to the Agreement.

21.5. 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 Naviextras Toolbox. In case of any discrepancy between the English language version and any other language version the English language version shall prevail.

Appendix 1

Withdrawal / termination form sample for Consumers

— To NNG Software Developing and Commercial Ltd., 35-37 Szépvölgyi út, H-1037 Budapest, Hungary:

— I/We* hereby give notice that I/We* withdraw from / terminate my/our* contract of sale of the following goods */for the provision of the following service*,

— Ordered on*/received on*,

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

* Delete as appropriate

Appendix 2

Information Document for Consumers on Warranty for Defects, Product Liability, and Guarantee

1. Warranty for Defects

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

In the case of non-conformity by the Site Operator, You shall be entitled to make a warranty claim against the Site 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 Site 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 Site Operator incurred thereby shall be reimbursed unless it was made necessary by the Site 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 Site 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 Site 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 Site 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). In the event You make a product liability claim, You shall carry the burden of proof and shall prove the defect discovered in the product.

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.

[In the event the enterprise is obliged to provide warranty under a relevant regulation or contract, point 3 below shall be inserted in the information document:]

3. Guarantee

In which cases shall You be entitled to enforce your guarantee rights?

In the case of non-conformity, the Site Operator shall be obliged to provide guarantee in accordance with 151/2003 (XI. 22.) Government Decree on the mandatory guarantee concerning durable consumer goods for the physical data carrier on which the Products are delivered to You. For the avoidance of doubt, it is stated that this guarantee does not extend to the data or other content stored on the data carrier, only to the data carrier itself.

For how long shall You be entitled to exercise your warranty rights? What kind of rights shall You be granted?

The mandatory guarantee period is 1 year, which starts from the date of delivery of the Product to You. You are entitled to exercise the same rights as in case of warrantee as specified in point 1 above.

In which case shall the enterprise be excused of guarantee?

The enterprise shall only be excused of guarantee if it can prove that the cause of the defect emerged after the time of delivery.

Please note that You shall not be entitled to make a warranty claim for defects and a guarantee claim, or a product liability claim and a guarantee claim for the same defect at the same time. However, You shall be granted rights under the terms of guarantee, regardless of the rights specified in points 1 and 2.