



EZY400LMT

Quick Start Guide

Important!
Please install the NavDesk™ software found on the supplied DVD to your Windows PC or Mac. This will allow your device access to regular software updates and the Navman's lifetime map feature when connected to your computer.
Please DO NOT DISPOSE of the supplied DVD as it contains essential information that may be required for international maps and complementary products.
Please go to www.navman.com.au (Australian residents) or www.navman.co.nz (New Zealand residents) for more information.

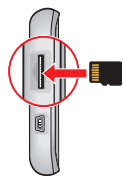


Inserting a memory card

- CAUTION:**
- Do not apply pressure to the centre of the memory card.
 - Inserting the card in the reverse direction may cause damage.
 - Do not insert or remove the memory card when the device is turned on or in the suspend mode.

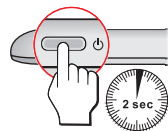
Hold the card (MicroSD) by the edges and gently insert it into the slot as shown in the illustration.

To remove a card, gently push the top edge of the card inwards to release it, and pull it out of the slot.

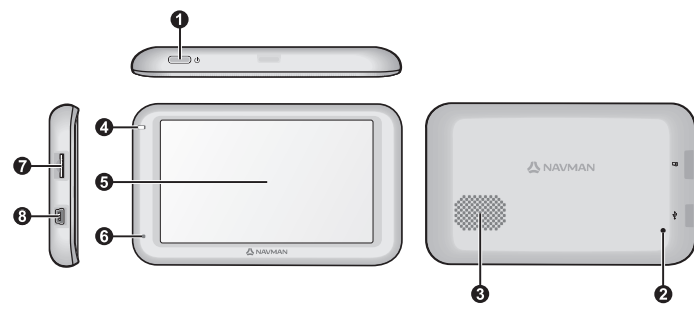


How do I turn on my Navman?

- For the initial start-up, press and hold the power button for 2 seconds to turn on your Navman.
When you turn on your device for the first time, follow the prompts to customise your device.
Note: The first time you use your Navman, it may take several minutes to establish a GPS connection. When you have a GPS fix, you can start to use your Navman to plan your trip.
- To put your Navman in a suspended state, briefly press the power button.
When you next turn it on, your Navman will return to the last screen that you used.
- To resume using the device, do one of the following:
 - Press the power button briefly.
 - Connect the device to an external power source.
- To turn off your Navman, press and hold the power button until the device shuts down.



Getting to know your Navman



- 1 Power button
- 2 Reset button
- 3 Speaker
- 4 Charge indicator
 - Green - battery full
 - Amber - battery charging
- 5 Touch screen
- 6 Microphone*
- 7 Memory card slot
- 8 Mini-USB connector

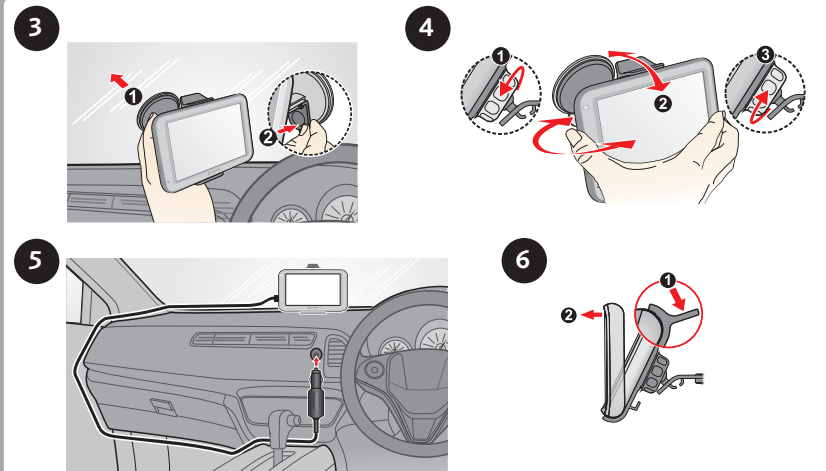
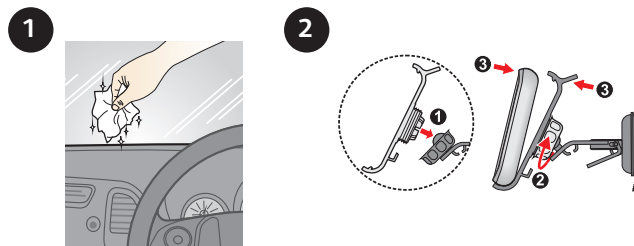
*Not available on all models

How do I get started?

Before using your Navman for the very first time, you should connect your Navman to a power source for at least 8 hours with your Navman turned off. Connect your Navman to your computer via the supplied USB cable.

Mounting your Navman in a vehicle

- Never mount your Navman where the driver's field of vision is blocked.
- If the windscreen is tinted with a reflective coating, it may be athermic and impact the GPS reception. In this instance, please mount your Navman where there is a "clear area" - usually just beneath the rear-view mirror.
- When disconnecting from the external power source, the device will enter a suspended state within 10 seconds automatically. To continue using the device, tap **Yes**.
- It is highly recommended for the GPS device to stay connected with the vehicle power adapter to ensure optimal performance and to enable the Traffic feature for eligible devices.
- The battery is designed as a backup power source for short-term use only in the event when the vehicle's power system is not available. It is not to be used as a sole source of power for prolonged periods.

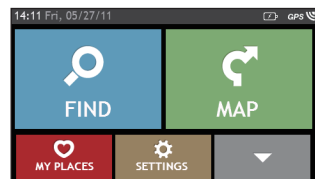


GPS fix

Your Navman receives GPS signals via the internal GPS antenna. To guarantee the optimum GPS signal strength, ensure your Navman is outdoors, or in a vehicle outdoors, and has an unobstructed view of the sky.



Main Menu



- Search for places, areas and streets to help plan your route. Display the Map screen.
- Access your saved locations.
- Configure your Navman to enhance your navigation experience.
- Receive live traffic information on your route and set traffic preferences. Use your Navman as a hands-free car kit.
- Search for POIs nearby.

Note: Main Menu screen options and the order of the options may differ from the above, depending on your region, maps installed or Navman model.

Viewing your route



- 1 Direction and distance of next turn
- 2 Current route
- 3 Current position
- 4 Address bar
- 5 Distance and time information

Note: Tap anywhere on the Map screen to bring up the Map options screen, which allows you to change the route-related configuration.

NavDesk

NavDesk™ is a suite of tools to access greater functionalities, product information and map updates via your computer.

Troubleshooting

Problem	Steps to take and things to check	What next?
The unit is not turning on/charging.	Try to charge the unit through a USB cable connected to a computer. If the unit charges, then the issue is with the vehicle power adapter. If the unit still fails to charge, then the fault is with the unit.	Contact technical support and an RMA will be created to fix the unit or replace the vehicle power adapter.
I can not get a GPS signal.	Make sure you are stationary and have a clear view of the sky. If this fails to resolve the issue, please reset the GPS through the Device setting of your unit.	If the fault is still not resolved, please visit our self help site (see the information below), or contact our technical support team.
My unit is always showing that the speed limit is 110 kph even when it is not.	The units are set at a manual speed limit defaulted at 110 kph. This can be changed through the 'Safety' section of your 'Settings' menu.	If the fault is still not resolved, please visit our self help site (see the information below), or contact our technical support team.
Where is my product key? I want to activate my unit.	There is no need to activate your unit in anyway. This Activation tab within the NavDesk software is for subscriptions, travel books, international maps and map upgrades only. Your unit will work straight out of the box and there is no need to activate it in anyway.	If the fault is still not resolved, please visit our self help site (see the information below), or contact our technical support team.
My unit keeps displaying battery low.	Connect your unit through a USB cable connected to a computer for 8 hours. Ensure the device is turned on and is displaying the USB connection screen.	If it is still displaying battery low after the charging process, contact our technical support team.

For more information

Navman's lifetime map feature

Navman's "Lifetime, Free Maps Built-in" entitles you to receive at least two and no more than four map data updates annually. When and as such updates are made available from the supplied software and Navman website. It is only applicable for this specific Navman product, until (a) the

Navman Customer Support

To report a faulty product or speak to a member of our Technical Support team, contact:
Australia: 1300 NAVMAN (1300 628 626). New Zealand: 0800 GO NAVM (0800 466 286); or visit our Technical Support Website: www.navmansupport.com.au (Australia), www.navmansupport.co.nz (New Zealand).

Important Notice

In addition to the user manual, this document contains the following terms that apply to your use of your Navman product:

- Software Licence;
- Privacy Notice;
- Terms and Conditions for the Use of Navigation Data; and
- 1-Year Limited Warranty.

Each of the above-mentioned terms apply separately to your use of the product, and should be read independently of each other.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law and the New Zealand Consumer Guarantees Act 1993. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Software Licence

- Generally, Navman ("Licensor") is willing to grant the following licence (the "Licence") to use the software, if any, provided with this Software Licence and Privacy Notice (whether provided separately or associated with a device) (the "Licensed Product") to the original retail purchaser (and, subject to the limitations below, certain transferees) of the Licensed Product or the device upon or with which the Licensed Product was installed or associated as of the time of purchase (the "Customer") only if Customer accepts all of the terms of the Licence. PLEASE READ THESE TERMS CAREFULLY.

USING THE SOFTWARE WILL CONSTITUTE CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS LICENCE. PLEASE NOTE THAT THIS LICENCE IS NOT ITSELF A LICENCE TO USE NAVIGATION DATA THAT MAY BE INCLUDED WITH A DEVICE. NAVIGATION DATA IS COVERED BY A SEPARATE LICENCE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, DO NOT INSTALL OR USE THE LICENSED PRODUCT. RATHER, RETURN THE LICENSED PRODUCT (AND, IF YOU RECEIVED THE LICENSED PRODUCT INSTALLED ON A DEVICE, RETURN THE DEVICE) PROMPTLY, INCLUDING ALL PACKAGING AND WRITTEN MATERIALS, TO LICENSOR AND LICENSOR WILL REFUND TO CUSTOMER THE ORIGINAL RETAIL PRICE PAID FOR THE PRODUCT (LESS DELIVERY AND HANDLING CHARGES, WHERE PERMITTED).

- Licence Grant.
This section does not limit or affect the rights of any person under the Consumer Guarantees (as defined in section 7 below).
Licensor grants to Customer a non-exclusive licence (without right to transfer, assign, or sublicense except as stated in this Licence) to use: (a) the Licensed Product (that term being further restricted where the Licensed Product is, or contains, a work of authorship fixed in tangible (including electronic) media to mean the single purchased copy thereof); and (b) the accompanying materials, including any manuals contained in the Licensed Product (the "Materials"), in accordance with the terms and conditions of this Licence.
- Limitations on Use.
Customer will not place, secure, or use, or permit any other person to place, secure, or use, the Licensed Product or any device associated with the Licensed Product, in a manner that limits any user or operator's view, that is likely to distract any user or operator, or that may cause accidents, personal injury, or property damage. Customer, and any user that Customer permits to use the Licensed Product or any associated device, is solely responsible for observing safe driving, operating, and other practices so as to avoid accidents or injury to persons or property. Certain functionality of the Licensed Product or the device may be dependent upon the use of hardware (sometimes called a "dongle" or "module") or software keys that enable or unlock the functionality. This Licence does not permit Customer to use any of such functionality unless Customer has also legitimately bought or otherwise obtained the appropriate dongle, module, or software key. Each dongle, module, or software key is intended solely to enable the portion of functionality of the Licensed Product or device described in the documentation associated with the dongle, module, or software key and no other functionality.
- Intellectual Property Rights.
As between Licensor and Customer, the copyright and all other intellectual property rights in the Licensed Product and Materials (including any enhancements or modifications) are the property of Licensor. Customer must not rent, lease, reproduce, translate, adapt, vary, reverse-engineer, or modify the Licensed Product or Materials or communicate the same to any person other than in accordance with the terms of this Licence (or to the extent permitted by mandatory laws). Customer may not rent or lend the Licensed Product, or reproduce, prepare any derivative work, distribute, perform publicly, display publicly, perform by digital or other transmission, or broadcast the Licensed Product. Any rights not expressly granted in this Licence are reserved by Licensor.
- Transfer of Licence.
Customer may transfer this Licence to a subsequent transferee of the Licensed Product or the device, if any, upon which the Licensed Product is installed, provided that Customer transfers to the transferee all physical embodiments of the Licensed Product, the device upon which the Licensed Product is installed, if any, and all of the Materials, and retains no copy or part of the Licensed Product or the Materials.
Where the Licensed Product is transferred, technical support offered by the Licensor will only be available to the transferee, if the transferee provides proof of the original purchase of the Licensed Product.
- Copying.
Customer may not copy the Licensed Product or Materials except that one copy of any separate software component of the Licensed Product may be made to the extent that such copying is necessary for Customer's own backup purposes.
- Liability.
7.1 Interpretation - Consumer Guarantees.

In this Software Licence and Privacy Notice:

- "Australian Consumer Law" has the meaning given to that term in section 4 of the Competition and Consumer Act 2010 (Commonwealth of Australia);
- "Consumer" has the meaning given to that term in section 3 of the Australian Consumer Law, or section 2 of the New Zealand Consumer Guarantees Act 1993, as the context requires;
- "Consumer Guarantees" has the meaning given in section 7.2 below; and
- "PDH Goods or Services" means goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption.

7.2 Consumer Guarantees.

Under the Australian Consumer Law (and other similar legislation of Australian states and territories) and the New Zealand Consumer Guarantees Act 1993, certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer ("Consumer Guarantees").

7.3 Limitation of Liability – Consumer Guarantees.

Where you as a Consumer acquire goods and services under this Licence from Licensor:

- subject to clause 7.4, in Australia or New Zealand, where the goods or services are PDH Goods or Services, the operation of the applicable Consumer Guarantees cannot be, and are not in this Licence, excluded, restricted or modified; or
- in Australia (or if Consumer Guarantees are otherwise conferred in relation to goods and services by Australian law), where the goods or services are not PDH Goods or Services, Licensor limits its liability for a failure to comply with any Consumer Guarantee (other than where to do so would otherwise cause all or part of this clause to be void) to (at Licensor's option): (i) in the case of goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and (ii) in the case of services, re-supplying the services or paying the cost of having the services re-supplied; and Licensor does not exclude or limit the operation of the Consumer Guarantees under any other provision of this Licence or in any other manner and you agree it is fair and reasonable in all the circumstances for Licensor's liability to be so limited.

To the extent permitted by law and except for the Consumer Guarantees, Licensor excludes from this Licence all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom, in fact or otherwise, except any guarantee, implied term or right conferred under any legislation (including the Australian Consumer Law and the New Zealand Consumer Guarantees Act 1993), the exclusion of which would contravene legislation or cause part or all of this clause to be void.

7.4 Business supplies in New Zealand.

In New Zealand, where both Licensor and Customer are 'in trade' and Customer is acquiring the goods and services for the purposes of a business, then both Licensor and Customer acknowledge and agree that the statutory guarantees and implied terms, covenants and conditions contained in the New Zealand Consumer Guarantees Act 1993 are excluded to the fullest extent permitted by law and do not apply, and Licensor does not exclude or limit the operation of the Consumer Guarantees under any other provision of this Licence or in any other manner and you agree it is fair and reasonable in all the circumstances for Licensor's liability to be so limited.

7.5 Limitation of Liability – General.

To the extent permitted by law and except for any liability under the Consumer Guarantees: (a) the Licensor will not, under any circumstances, be liable under the law of tort, contract, or otherwise for any loss of profits or loss of data or any indirect or consequential loss or damage, however caused, arising out of or in connection with this Licence; (b) the Licensor's aggregate liability for all claims arising out of or in connection with this Licence will be limited to the total amount actually and originally paid at retail by the customer for the Licensed Product; and (c) without limiting the foregoing or any other limitation of liability or disclaimer contained in this Software Licence and Privacy Notice, all limitations and disclaimers contained in the product warranty or any limited warranty for any product sold in connection with the Licensed Product also apply to this Licence.

8. Termination.

Licensor may, in addition to any other remedies available to Licensor, terminate this Licence immediately if Customer breaches any of its obligations under this Licence.

9. Product warranty.

The warranty for the Licensed Product is set out in the warranty documentation provided with the Licensed Product or the device on which the Licensed Product is installed (subject to any exclusions and limitations set out in this document), and applies in addition to this Licence and to any rights that you have under the Consumer Guarantees.

10. Governing Law and interpretation.

Where the Licensed Product was acquired by the original retail purchaser in Australia, this Licence is governed by the laws of New South Wales, the parties submit to the non-exclusive jurisdiction of the courts of New South Wales. Where the Licensed Product was acquired by the original retail purchaser in New Zealand, this Licence is governed by the laws of New Zealand, the parties submit to the non-exclusive jurisdiction of the courts of New Zealand. The term "Navman" refers to MitAC Australia Pty Ltd of Suite 2, 408 Victoria Road, Gladesville, NSW 2111, Australia and 7-11 Kawana Street, Northcote, Auckland, 0627, New Zealand.

Privacy Notice

Location Information

The Navman device and software a customer uses may, by its nature and function, create, contain, receive, store, or transmit location based information that, either alone or in combination with other information, could identify a person, establish a person's whereabouts, reveal the nature or type of places that a person visits or in which a person is interested, or identify a person's movements, habits, and other information about a person ("Location Information"). This Location Information is used to provide location related services to customers. For this purpose, Navman may disclose Location Information to its related companies, service providers, and agents which may be located overseas in countries including the USA, China, Taiwan, Australia, New Zealand and the Philippines. Except as explained below in relation to country location when using connected device features, it is Navman's policy not to collect or store Location Information, or to provide Location Information to unaffiliated third parties or persons who are not agents or service providers of Navman, without first receiving the consent of the customer (such as where the customer subscribes to, or directly or indirectly requests, location-based or similar services from Navman or a third party). Notwithstanding this clause, if, and to the extent that, a court order, subpoena, or rule of law requires that Navman disclose Location Information to a third party, Navman reserves the right to comply with such court order, subpoena, or rule of law.

Connected Device Information

If the customer accesses the Navman connected device feature (or a similar feature), including from a website or mobile device, Navman may collect personal information about the customer through the connected device, such as the customer's username/email address, social networking account username (if the customer chooses to connect to its social networking account), what country the customer is located in when using the device (but not other Location Information), and internet protocol address. ("Connected Device Information"). Connected Device Information may be automatically synced between the customer's compatible and connected devices. When a customer uses the connected device feature, Location Information and dashcam recordings pass temporarily through our cloud infrastructure and to your device for the purpose of providing that service to you. However, we do not collect or store this data (except country location as explained above), even temporarily.

Navman will use this information to fulfill the customer's requests for products and services, for communication, to offer products or services related to the customer's location (including by providing information about local businesses onto the customer's Navman device), interests and preferences and to assist Navman in its development of products and services. Connected Device Information may be shared to Navman's related companies, agents and third party service providers to enable Navman to deliver programs, products, information and services and to maintain Navman's websites, mailing lists and other services. The recipients that Connected Device Information is provided to may be located in different countries to that in which the customer is based, including in the USA, China, Taiwan, Australia, New Zealand and the Philippines. The third parties that data is provided to may include social media providers if the customer has linked the connected device feature to a social media account. Connected Device Information will not be transferred to third parties that are not acting on behalf of Navman without the customer's consent unless required by law or for the purposes disclosed in this clause. The customer may choose not to provide Connected Device Information to Navman, but this may cause certain features of the connected device to be unavailable.

Information Storage

Any Location Information or Connected Device Information will be collected and held by CloudMade Inc., 1370 Willow Road, Menlo Park, CA 94025, USA (a third party company which provides cloud services to us), MITAC Australia Pty Ltd, Suite 2, 408 Victoria Road, Gladesville, NSW 2111, Australia and 7-11 Kawana Street, Northcote, Auckland, 0627, New Zealand. Navman will take reasonable steps to secure any Location Information or Connected Device Information about the customer.

Access, correction and complaints

The customer may request to see a copy of the Location Information or Connected Device Information held by Navman and the customer can request corrections to be made to the Location Information or Connected Device Information. Navman's privacy policy contains information about how a customer may exercise their rights under the foregoing sentence, how a customer may complain about any breach of privacy laws or applicable codes, and how Navman will deal with such a complaint. Navman's privacy policy is available at http://www.navman.com.au/Privacy_Policy.aspx.

"In this Privacy Notice, the term 'Navman' means MITAC Australia Pty Ltd (an entity registered in Australia and New Zealand and trading as Mitac Professional Solutions, Magellan GPS Technology, MIO TECHNOLOGY and NAVMAN TECHNOLOGY).

Terms and Conditions for the Use of Navigation Data

If your Navman product contains, receives, or uses navigation data (which includes, but is not limited to, maps, points of interest, and traffic information) ("Data"), the following terms and conditions (the "Terms") will apply to your use of the Data.

Personal Use Only. You agree to use this Data together with a Navman product for the solely personal, non-commercial purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Data only as necessary for your personal use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Data in any way. You agree not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws. Multi-disc sets may only be transferred or sold as a complete set as provided by Navman and not as a subset thereof. Restrictions. Except where you have been specifically licensed to do so by Navman, and without limiting the preceding paragraph, you may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, mobile computers, and electronic devices.

Warning. While Navman takes reasonable care to ensure the Data is accurate, from time to time the Data may contain inaccurate or incomplete information due to circumstances outside Navman's control, including the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

Disclaimer of Liability. To the extent permitted by law and subject to section 2 (Consumer Guarantees) of the terms above: (a) the Data is provided to you "as is", and you agree to use it at your own risk; and (b) Navman and its Licensors (including their Licensors and suppliers) shall not be liable to you: in respect of any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the use or possession of the Data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of your use of or inability to use the Data, any defect in the Data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Navman or its licensors have been advised of the possibility of such damages.

Export Control. You agree not to export from anywhere any part of the Data provided to you or any direct product thereof except in compliance with, and with all licences and approvals required under, applicable export laws, rules and regulations.

Entire Agreement. For Data sourced from HERE, only to the extent inconsistent with any other term in these terms and conditions, these terms and conditions constitute the entire agreement between Navman (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between us with respect to such subject matter, except that Sections 2 of the Terms above shall continue to apply.

Governing Law. The above terms and conditions shall be governed by the laws of the applicable jurisdiction identified in Section 3 of the above Terms, without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. You agree to submit to the jurisdiction of the courts of that jurisdiction for any and all disputes, claims and actions arising from or in connection with the Data sourced from HERE provided to you hereunder.

Government End Users. If the Data is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the Data is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, is licensed in accordance with the End-User Terms under which this Data was provided, and each copy of the Data delivered or otherwise furnished shall be

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU OPERATE YOUR NAVMAN PRODUCT. BY OPERATING THE NAVMAN PRODUCT OR USING THE DATA, DOWNLOADING THE DATA, OR REFRESHING OR UPDATING THE DATA, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT OPERATE THE NAVMAN PRODUCT AND INSTEAD CONTACT NAVMAN TO ARRANGE A RETURN OF THE PRODUCT AND A REFUND OF THE PURCHASE PRICE OF THE PRODUCT. The Data is licensed, and not sold, to you. It is protected by copyright and other intellectual property rights.

You may use the Data in connection with the product supplied with these Terms (a) as and to the extent used and displayed by the Navman product, (b) according to the user manual supplied with the Navman product, and (c) solely for your own personal, non-commercial purposes.

1. Restrictions.

You may use the data for your own personal use only and not for transfer, distribution, or disclosure to third parties or use for the benefit of third parties. You may not use the Data to operate a service bureau or any other use involving the processing of data or performance of services for other persons or enterprises. If the materials or packaging that come with this product, or the product itself, contains limitations on the number of concurrent users, subscribers, or transactions or similar limitations, you must observe those limitations. You may use the Data solely with the product provided by Navman. You may not derive or attempt to derive the structure of the Data. You may not reproduce, disclose, publish, distribute, reverse-engineer, de-compile, disassemble, or transfer the Data other than as expressly provided in these Terms or to the extent permitted mandatory by laws. You may not remove or obscure any copyright or trademark notice or similar restrictive legend. You may not use any of the Data to provide competitive information about the provider of the Data to third parties. You may not disclose that the Data is confidential and may contain trade secrets of Navman or the provider of the Data and you agree not to disclose the Data to any third party. You may not export the Data from the jurisdiction in which you purchased the Navman product without fully complying with all import and export restrictions with regard to the Navman product or the Data. Except as expressly stated otherwise, you may not use the Data delivered with one Navman product with another Navman product or with any other product other than the Navman product with which the Data was delivered.

Except where you have been specifically licensed to do so by Navman, you may not (a) use the Data with any products, systems, or applications installed or otherwise connected to, or in communication with, vehicles capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management, or similar applications, or (b) with, or in communication with, any positioning devices or any mobile or wireless-connected electronic or computer devices, including, without limitation, cellular phones, palmtop or handheld computers, pagers, and personal digital assistants or PDAs. Your right to use the Data will automatically terminate upon your breach of any of these Terms.

2. Consumer Guarantees.

2.1 Interpretation. In these Terms and Conditions for the Use of Navigation Data:

- "Australian Consumer Law" has the meaning given to that term in section 4 of the Competition and Consumer Act 2010 (Commonwealth of Australia);
- "Consumer" has the meaning given to that term in section 3 of the Australian Consumer Law, or section 2 of the New Zealand Consumer Guarantees Act 1993, as the context requires;
- "Consumer Guarantees" has the meaning given in section 2.2 below; and
- "PDH Goods or Services" means goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption.

marked and embedded as appropriate with the following "Notice of Use," and shall be treated in accordance with such Notice:

Notice of Use

Contractor (Manufacturer/ Supplier) Name: HERE

Contractor (Manufacturer/Supplier) Address: 425 West Randolph Street, Chicago, Illinois 60606

This Data is a commercial item as defined in FAR 2.101 and is subject to the End-User Terms under which this Data was provided © HERE – All rights reserved

If the Contracting Officer, federal government agency, or any federal official refuses to use the legend provided here in, the Contracting Officer, federal government agency, or any federal official must notify HERE prior to seeking additional or alternative rights in the Data.

If the source of the Data is Tom Tom, the following notices and terms apply. The Data is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the terms and conditions which are agreed to by you, on the one hand, and Navman and its licensors (including their licensors and suppliers) on the other hand. © Tom Tom All rights reserved. Data source for Australia and New Zealand: "® Registered trademark of Telstra Corporation Limited (ABN 33 051 775 556)"

Personal Use Only. You agree to use this Data together with a Navman product for the solely personal, non-commercial purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Data only as necessary for your personal use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Data in any way. You agree not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws. Multi-disc sets may only be transferred or sold as a complete set as provided by Navman and not as a subset thereof. Restrictions. Except where you have been specifically licensed to do so by Navman, and without limiting the preceding paragraph, you may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, mobile computers, and electronic devices.

Warning. While Navman takes reasonable care to ensure the Data is accurate, from time to time the Data may contain inaccurate or incomplete information due to circumstances outside Navman's control, including the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

Disclaimer of Liability. To the extent permitted by law and subject to section 2 (Consumer Guarantees) of the terms above: (a) the Data is provided to you "as is", and you agree to use it at your own risk; and (b) Navman and its Licensors (including their Licensors and suppliers) shall not be liable to you: in respect of any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from the use or possession of the Data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of your use of or inability to use the Data, any defect in the Data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Navman or its licensors have been advised of the possibility of such damages.

of the New Zealand Consumer Guarantees Act 1993, as the context requires;

- "Consumer Guarantees" has the meaning given below; and
 - "PDH Goods or Services" means goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption.
- ## 6.2 Consumer Guarantees.

Under the Australian Consumer Law (and other similar legislation of Australian states and territories) and the New Zealand Consumer Guarantees Act 1993, certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer (Consumer Guarantees).

In addition to the warranty, you may also have other rights under the Consumer Guarantees which cannot be excluded, restricted or modified by agreement. This warranty does not exclude, restrict or modify the application of any condition, warranty, guarantee, right or remedy conferred by or implied under any provision of any statute where to do so would: (a) contravene that statute or (b) cause any part of this clause to be void.

Where you as a Consumer acquire goods and services to which this warranty relates:

- subject to clause 6.3, in Australia or New Zealand, where the goods or services are PDH Goods or Services, the operation of the applicable Consumer Guarantees cannot be, and are not in this warranty, excluded, restricted or modified; or
 - in Australia (or if Consumer Guarantees are otherwise conferred in relation to those goods and services by Australian law), where the goods or services are not PDH Goods or Services, Navman limits its liability for a failure to comply with any Consumer Guarantee (other than where to do so would otherwise cause all or part of this clause to be void) to (at Navman's option): (i) in the case of goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and (ii) in the case of services, re-supplying the services or paying the cost of having the services re-supplied; and Navman does not exclude or limit the operation of the Consumer Guarantees under any other provision of this warranty or in any other manner and you agree it is fair and reasonable in all the circumstances for Navman's liability to be so limited.
- ## 6.3 Business Supplies in New Zealand.

In New Zealand, where both Navman and you are 'in trade' and you are acquiring the goods and services for the purposes of a business, then both Navman and you acknowledge and agree that the statutory guarantees and implied terms, covenants and conditions contained in the New Zealand Consumer Guarantees Act 1993 are excluded to the fullest extent permitted by law and do not apply, and Navman does not exclude or limit the operation of the Consumer Guarantees under any other provision of this warranty or in any other manner and you agree it is fair and reasonable in all the circumstances for Navman's liability to be so limited.

7. Disclaimers and Other Provisions.

To the extent permitted by law, and except for the Consumer Guarantees and the warranty described above, Navman excludes all representations, guarantees, conditions, warranties, rights and remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom, in fact or otherwise, except any guarantee, implied term or right conferred under any legislation (including the Australian Consumer Law and the New Zealand Consumer Guarantees Act 1993), the exclusion of which would contravene legislation or cause part or all of this clause to be void and the customer acknowledges that Navman does not warrant that the operation of the product will be continuous or error-free.

- Consumer Guarantees. Under the Australian Consumer Law (and other similar legislation of Australian states and territories) and the New Zealand Consumer Guarantees Act 1993, certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer ("Consumer Guarantees").

3. Liability.

3.1 Limitation of Liability – Consumer Guarantees.

Where you as a Consumer acquire goods and services under these Terms and Conditions for the Use of Navigation Data:

- subject to clause 3.2, in Australia or New Zealand, where the goods or services are PDH Goods or Services, the operation of the applicable Consumer Guarantees cannot be, and are not in these Terms and Conditions for Use of Navigation Data, excluded, restricted or modified; or
 - in Australia (or if Consumer Guarantees are otherwise conferred in relation to those goods and services by Australian law), where the goods or services are not PDH Goods or Services, Navman limits its liability for a failure to comply with any Consumer Guarantee (other than where to do so would otherwise cause all or part of this clause to be void) to (at Navman's option): (i) in the case of goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and (ii) in the case of services, re-supplying the services or paying the cost of having the services re-supplied; and Navman does not exclude or limit the operation of the Consumer Guarantees under any other provision of these Terms and Conditions for Use of Navigation Data or in any other manner and you agree it is fair and reasonable in all the circumstances for Navman's liability to be so limited.
- ## 3.2 Business Supplies in New Zealand.

In New Zealand, where both Navman and you are 'in trade' and you are acquiring the goods and services for the purposes of a business, then both Navman and you acknowledge and agree that the statutory guarantees and implied terms, covenants and conditions contained in the New Zealand Consumer Guarantees Act 1993 are excluded to the fullest extent permitted by law and do not apply, and Navman does not exclude or limit the operation of the Consumer Guarantees under any other provision of these Terms and Conditions for Use of Navigation Data or in any other manner and you agree it is fair and reasonable in all the circumstances for Navman's liability to be so limited.

3.3 Limitation of Liability – General.

To the extent permitted by law and except for the Consumer Guarantees, Navman excludes from these Terms and Conditions for the Use of Navigation Data all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom, in fact or otherwise, except any guarantee, implied term or right conferred under any legislation (including the Australian Consumer Law and the New Zealand Consumer Guarantees Act 1993), the exclusion of which would contravene legislation or cause part or all of this clause to be void.

To the extent permitted by law and except for any liability under the Consumer Guarantees: (a) neither Navman nor any direct or indirect provider of Data will have any liability to you in connection with the Data or the use of the Data, whether in contract, tort (including negligence), strict liability, or otherwise and neither Navman nor any provider of Data will be liable for any damages of any kind in connection with the Data, whether direct, indirect, incidental, consequential, punitive, special, or otherwise; (b) use of the Data is at your own risk; (c) where Navman provides Data or features to you through a Navman product and that Data or those features rely on the provision of data by third party suppliers, Navman reserves the right to change or cease provision of this Data or these features to you at any time without notice if a third party supplier

Export Control. You agree not to export from anywhere any part of the Data provided to you or any direct product thereof except in compliance with, and with all licences and approvals required under, applicable export laws, rules and regulations.

Entire Agreement. For Data sourced from Tom Tom, only to the extent inconsistent with any other term in these terms and conditions, these terms and conditions constitute the entire agreement between Navman (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between us with respect to such subject matter, except that Sections 2 of the Terms above shall continue to apply.

Governing Law. The above terms and conditions shall be governed by the laws of the applicable jurisdiction identified in Section 3 of the above Terms, without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. You agree to submit to the jurisdiction of the courts of that jurisdiction for any and all disputes, claims and actions arising from or in connection with the Data sourced Tom Tom provided to you hereunder.

7. Entire Agreement.

These Terms constitute the entire agreement between Navman (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter of these Terms and these Terms supersede in their entirety any and all written or oral agreements previously existing between you and Navman with respect to such subject matter.

1-Year Limited Warranty

1. Scope.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law and the New Zealand Consumer Guarantees Act 1993. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Where a product is comprised of both hardware and software and a separate software licence is provided with the product, the terms of the software licence apply to the software and this limited warranty applies only to the hardware portion of the product. This section does not affect any rights that you may have under the Consumer Guarantees (as defined below).

This warranty is given by MITAC Australia Pty Ltd ("Navman"), in Australia and New Zealand.

2. Warranty.

Apart from any rights that you may have because of the Consumer Guarantees (as defined below), Navman warrants to the original end-user retail purchaser from an authorized Navman dealer that this product will be free from defects in material and workmanship and (where a User Manual is provided) will substantially conform to the specifications and descriptions in the User Manual for the Warranty Period. The "Warranty Period" for navigation units and in-box accessories (except USB cable) is one year from the date of original retail purchase in Australia and New Zealand, as supported by a complete, legible and dated copy of the original sales receipt.

3. Exclusions and Limitations.

This section sets out exclusions and limitations which apply to the warranty. It does not affect the rights of any person under the Consumer Guarantees (as defined below). This warranty does not cover any non-rechargeable batteries, finishes, service performed or attempted by anyone other than an authorised Navman Service Centre, installations or defects caused by improper installation, any products, components or parts not manufactured

Except for liability for a breach of a Consumer Guarantee: (a) Navman will not, under any circumstances, be liable under the law of tort (including negligence), contract, or otherwise for any loss of profits or loss of data or any indirect or consequential loss or damage, however caused, arising out of or in connection with the product; (b) Navman's aggregate liability for all claims arising out of or in connection with the product will be limited to the total amount actually and originally paid at retail by the customer for the product.

8. Privacy Notice.

We collect the personal information you provide when you obtain this warranty and if you make a warranty claim to provide the warranty and any warranty service. We collect this information either directly from you or from the agent which handles our warranty claims.

We may disclose your personal information to: (i) the agent which handles our warranty claims; (ii) our related companies, our employees and agents; (iii) anyone required or authorised by law; and (iv) anyone else you authorise. These recipients may be located overseas including in Australia, New Zealand, Taiwan, the USA, China and the Philippines. Our policy on the collection, use and disclosure of your personal information is set out in our Privacy Policy available at http://www.navman.com.au/Privacy_Policy.aspx. Our policy contains details about how to access or correct the personal information we hold and how to complain about a privacy breach and how we will handle such a complaint.

9. Disclaimer.

In the event of improvements to the product and software, or in limited circumstances where events occur outside Navman's control, specifications and documents may be subject to change without notice. While Navman has taken reasonable care to ensure the accuracy of this document, due to circumstances outside of Navman's control, Navman cannot warrant this document is at all times error-free.

10. Notes.

Not all models are available in all regions. Depending upon the specific model purchased, the colour and look of your device and accessories may not exactly match the graphics shown in this document. The screenshots and other presentations shown in this document are for reference only. They may differ from the actual screens and presentations generated by the actual product.

ceases to provide the relevant data to Navman for any reason (and Navman will not be liable to you for any failure to provide Data or features reliant on data from third party suppliers which is not provided to Navman for any reason); (d) it is an essential condition of these Terms that you accept and use the Data subject to all limitations of liability contained in these Terms; and (e) these limitations apply even if they cause these Terms or any remedy provided under these Terms to fail or its, or their, essential purpose.

3.4 Use of Data.

The Data is intended as a reference tool only. The Data must not to be used as the primary means of operating a vehicle or other form of transportation. Use and interpretation of the Data is your responsibility, as is compliance with road safety and traffic laws. Neither Navman nor any of its providers makes any representation or warranty that using the Data will prevent liability under any law. While Navman takes reasonable care to ensure the Data is accurate, you acknowledge and agree that from time to time the Data may contain inaccurate or incomplete information due to circumstances outside of Navman's control, including the passage of time, changing circumstances, sources used, and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

4. Governing Law and Interpretation.

In this document, the term "Navman" refers to MitAC Australia Pty Ltd.

Where the Data is received in Australia, these Terms are governed by the laws of New South Wales, the parties submit to the non-exclusive jurisdiction of the courts of New South Wales. Where the Data is received in New Zealand, these Terms is governed by the laws of New Zealand, the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

5. Compliance with Law.

Neither Navman nor any supplier or licensor to Navman condones speeding or any other type of driving offence. Navman products and the Data are designed to be used solely as an aid to safer driving. It is your responsibility to drive or otherwise use the Navman product and Data within government-set speed limits and relevant road rules at all times and to drive or otherwise use the Navman product and the Data in a careful and safety-conscious manner. You will indemnify Navman and its suppliers and licensors against any third party claim resulting from your failure to do so. Neither Navman nor any supplier or licensor of Navman will have any liability for fines or any other penalty for contravention of traffic of other relevant law or for any accident. In certain jurisdictions, the Data or certain uses of the Data might be in conflict with law. You will indemnify Navman and its suppliers and licensors against any claim, suit, damages, or sanction associated with the use of the Data in violation of law, except where to do so would contravene legislation (including the Australian Consumer Law and the New Zealand Consumer Guarantees Act 1993) or cause part or all of this clause to be void. You may not use any of the Data in a way that violates any law, including, but not limited to, by possessing or using Data with regard to speed cameras or other traffic monitoring or enforcement devices in a jurisdiction, or in a way, that violates applicable law.

6. Specific Provisions Pertaining to Data Provided by Certain Third Parties.

If the source of the Data is HERE, the following notices and terms apply. The Data is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the terms and conditions which are agreed to by you, on the one hand, and Navman and its licensors (including their licensors and suppliers) on the other hand. © HERE All rights reserved. Australia Data: Copyright. Based on data provided under licence from PSMA Australia Limited (www.pdma.com.au). Product incorporates data which is © HERE International LLC, Intelmetrics Australia Pty Ltd, Location Navigation Pty. Ltd. and Tom Tom International B.V.

by Navman, any claim in relation to infringement of any patent, trademark, copyright or other proprietary right, including trade secrets, any damage or failure of the product caused by shipping, misuse, tampering, abuse, negligence, wear and tear in excess of that expected from normal consumer use, unauthorised attachments or modification, failure to maintain as recommended, electrical discharges (including lightning), exposure to water (except as otherwise stated in the User Manual), moisture or liquids, proximity or exposure to heat, disasters such as fire, flood, wind, and lightning, or failure of availability or reliability of any external resource necessary or useful for the product's operation (for example, and to the extent applicable, the global positioning system constellation of satellites and their transmissions; traffic, weather, navigation, point-of-interest, or other data, and radio-frequency or other wired or wireless signals, whether transferring data or otherwise). Improper or incorrectly performed maintenance or repair, commercial use, or alteration or removal of any serial number or the opening, dismantling or repair of this product by anyone other than an authorised Navman Service Centre each will void this warranty. To the extent that the product is used or useful for navigation: (a) the product, including any associated electronic charts or maps, navigation data, or radio or other services, is a supplement to other navigational resources and not a replacement of them; (b) the product does not replace any charts, maps, or other information required by law to be used for any activity (such as nautical or aeronautical charts); (c) errors and omissions are inevitable; (d) the user is responsible for cross-checking the product against other sources of navigation information; and (e) Navman recommends having back-up navigation tools available in the event that the product becomes inoperable.

4. Remedies and How to Obtain Warranty Service.

If the product is defective or fails to conform with the warranted specifications, and you send the product and all other required information and materials to Navman, or return it to the retail outlet from which it was purchased, on or before the last day of the Warranty Period (refer to the process at 1 to 3 below), Navman will repair or replace (at Navman's option) the product. This is your remedy for defective or non-conforming products under Navman's warranty. You may have other rights or remedies under applicable laws (including under the Consumer Guarantees, as defined below).

To obtain your warranty service:

- Contact Navman to obtain a Return Materials Authorization number (RMA). You can reach Navman using the Contact Details outlined at 3 below or through your authorized Navman dealer.
- Package the product, a copy of your dated purchase receipt, your address and telephone number, and any other information Navman requests as part of the return authorization process (such as any return authorization form you receive) in sturdy packing material.
- Ship the product and the other required items to Navman at the address specified in the Contact Details below or return it to the retail outlet from which it was purchased, on or up to the end of the Warranty Period. You should retain proof of shipping to evidence the date of shipment. Please send the item by registered post for tracking purposes.

Contact Details:

In Australia:
MITAC Australia Pty Ltd
1300 NAVMAN (1300 628 626)
www.navmansupport.com.au

In New Zealand:
MITAC Australia Pty Ltd
0800 GO NAVVM (0800 466 286)
www.navmansupport.co.nz

Contact address for returned products:

In Australia:

Attention: MitAC Repairs
Mitac Australia Pty Ltd (Navman repairs)
Unit 5, 43-51 College Street
Gladesville
NSW 2111

In New Zealand:

Attention: MitAC Repairs
Service Plus (Navman repairs)
690 Great South Road
Penrose
Auckland 1061

When returning products you must set out:

Sender's name:

Sender's address:

Sender's phone:

Sender's email:

RMA number (compulsory - please call the support number above for your RMA number).

If an RMA is not obtained before sending the unit in for repair, the unit will be quarantined and this will add to the repair turnaround time by at least one week. You must pay for shipping and any insurance to get the product to Navman at the applicable address. Except where otherwise provided by Consumer Guarantees (as defined below), you assume all risk of loss or damage to the product until it arrives at Navman's facility. Navman will pay for ground shipping of the new or repaired product back to you at an address in the same country as the repair facility and assume all risk of loss or damage to the product until it arrives at the address you specify. You must request, and pay for, any different shipping method. The repair of the product may result in loss of data. Navman will not be responsible for the loss or alteration of any user data stored in the product. You should back up or otherwise preserve any such data before sending the product to Navman. Except where otherwise required by Consumer Guarantees (as defined below in this document), if Navman reasonably determines that the product has not failed to meet the standards of the warranty, you will be liable for the cost of return shipment to you, Navman may require payment of such costs before returning the product to you, and the risk of loss or damage will remain with you notwithstanding Navman's possession of the product. The Warranty Period will stop running on the day you send the product to Navman. The remainder of the Warranty Period will begin to run again when the repaired or replacement product arrives at the address you specify.

5. Applicable Law.

Where the product was acquired by the original retail purchaser in Australia, this limited warranty is governed by the laws of New South Wales. Where the product was acquired by the original retail purchaser in New Zealand, this limited warranty is governed by the laws of New Zealand.

6. Consumer Guarantees.

6.1 Interpretation.

In this 1-year limited warranty:

- "Australian Consumer Law" has the meaning given to that term in section 4 of the Competition and Consumer Act 2010 (Commonwealth of Australia);
- "Consumer" has the meaning given to that term in section 3 of the Australian Consumer Law, or section 2