



MiVUE 150 SAFETY User Manual

Got a Question?

Visit www.navman.com.au/faq | www.navman.co.nz/faq for more information

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Disclaimer
Specifications and documents are subject to change without notice. Navman does not warrant this document is error-free. Navman assumes no liability for damage incurred directly or indirectly from errors, omissions, or discrepancies between the device and the documents. Visit www.navman.com.au | www.navman.co.nz to download the latest user manual.

Note
Not all models are available in all regions. Depending on the specific model purchased, the colour and look of your device and accessories may not exactly match the graphics shown in this document. It is recommended that you contact a skilled installer (e.g. the service personnel of the vehicle or an authorised auto technician) for assistance and installation.

Regulatory information
For regulatory identification purposes, this Navman device is assigned a model number of N583. Marking labels located on the exterior of your device indicate the regulations that your model complies with. Please check the marking labels on your device and refer to the corresponding statements in this section. Some notices apply to specific models only. The user needs to switch off the device when exposed to areas with potentially explosive atmospheres such as petrol stations, chemical storage depots and blasting operations.

WEEE
This product must not be disposed of as normal household waste, in accordance with the EU directive for waste electrical and electronic equipment (WEEE – 2012/19/EU). Instead, it should be disposed of by returning it to the point of sale or to a municipal recycling collection point.



8. Recording videos while parked

Note:
• The dash cam cannot operate in Parking Mode by relying on its internal battery power. An additional accessory such as an uninterruptible power cable or the Smart Box is required. Please visit www.navman.com.au/mivue-smartbox or www.navman.co.nz/mivue-smartbox for purchasing information.
• The device will automatically calibrate its G-sensor during start-up. If the device's viewing angle or mounting location was changed from the original position after start-up, the G-sensor must be recalibrated by restarting the device to avoid malfunction and impact the Parking Mode recording feature.

Parking Mode is disabled by default. Before enabling Parking Mode, please check your device memory storage allocation. Go to **System > Storage Allocation** to set a proper allocation for parking recording. Changing memory allocation will erase the contents on the memory card, so save any videos or photos to your computer first.

You can enable the function by selecting **Parking Mode > Detection > On**. (The **P** icon will appear on the screen). When movements or vibrations are detected during Parking Mode, the system will save the duration from 3 seconds before the event until 17 seconds after the event. Parking Mode recordings are saved in the "Parking" folder. Once the folder has reached its allocated capacity, the system will automatically record over the oldest video saved under this folder.

Note:
• You can press **P** to manually enter Parking Mode while continuous recording is in progress.
• Parking Mode recording is triggered by the G-sensor and motion detection. You can change the sensitivity levels by selecting **Parking mode** and entering **Motion Detection** and **G-Sensor Sensitivity**.

To exit Parking Mode (and resume continuous recording), press **S**. You will be prompted to play the saved Parking Mode recording (if available).

9. Camera mode

The dash cam can also be used as a camera to take photographs. Access Camera Mode by going to **Camera** and pressing **O** to capture a still image. Photos captured by the dash cam are stored in the "Photo" folder.

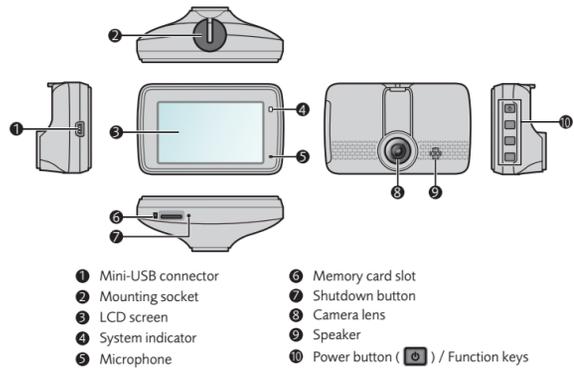
10. Viewing videos and photos

To view a video or photo captured by the dash cam:

- Press **File Playback**.
- Use **Up/Down** to select a folder then press **Enter** to enter the highlighted folder.
- Use **Left/Right** to select the video or photo then press **Enter** to view the file.

1. Product Overview

Note: Images may differ slightly from the actual product.

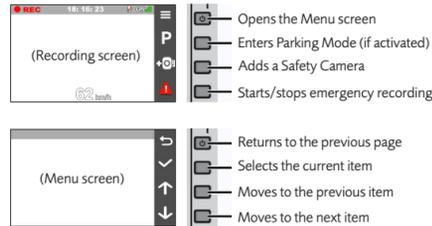


Power button

Press and hold for 2 seconds to turn the dash cam on and off.

Function keys

The four function keys control the corresponding icons displayed on the LCD screen. Key function may vary depending on the current screen.

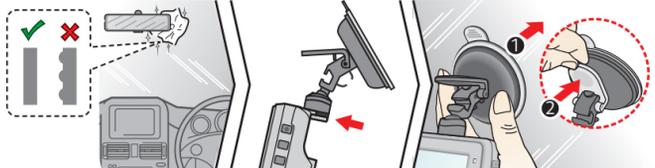


2. Using your dash cam in a vehicle

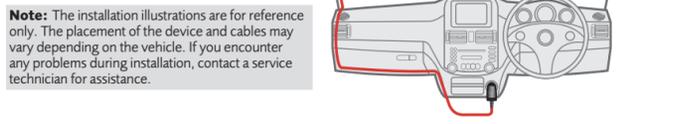
Note:
• The dash cam should be placed near the rear-view mirror to ensure optimal camera angle and video quality.
• Select an appropriate location for mounting the device in a vehicle. Never place the device where the driver's field of vision is blocked.
• If the windscreen is tinted with a reflective coating, it may be athermic and impact GPS reception. In this instance, please mount the device in a "clear area".
• The system will automatically calibrate the G-sensor during start-up. If the device's viewing angle or installation position was changed from the original position after start-up, please turn the device off and on again to recalibrate the G-sensor. Otherwise the G-sensor may malfunction and impact other features of the device (such as event-driven recording and Parking Mode).
• The dash cam is designed to stay connected with the vehicle power adapter at all times. The internal battery is designed to allow the dash cam to save the last recording in case the vehicle's power system fails during an incident. The internal battery is not the primary power source.

Make sure the vehicle is parked on level ground and follow the instructions below to mount your dash cam.

- Cleaning the windscreen with rubbing alcohol before attaching the suction cup mount to the windscreen is highly recommended.



- When adjusting the dash cam's viewing angle, make sure the camera's view is parallel with the level ground and the ground to sky ratio is about a 50/50 split.
- Connect the vehicle power adapter to the cigarette lighter. Route the cable through the ceiling and the A-pillar so that it does not interfere with driving. Make sure the cable installation does not interfere with the vehicle's airbags or other safety features.

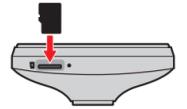


Note: The installation illustrations are for reference only. The placement of the device and cables may vary depending on the vehicle. If you encounter any problems during installation, contact a service technician for assistance.

3. Using a memory card

In order to record video footage, Navman MiVue dash cameras need a microSD. It is very important to use a microSD card specifically designed to be used in dash cameras. It will ensure the card will be more reliable and last longer; the wrong type of card has a greater chance of failing, even after a short period of time. Please visit www.navman.com.au/memory-card or www.navman.co.nz/memory-card for more information on recommended SD cards.

To insert the SD card, hold the card 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.



Formatting a card

To format the memory card (all data will be erased), press **Format**.

Note:
• DO NOT apply pressure to the centre of the memory card.
• Navman does not guarantee the product's compatibility with memory cards from all manufacturers. Please always check the specifications/warranty to ensure the memory card can be used in dash cameras and loop recording devices.
• Please format the memory card to avoid recording errors caused by missing system files or folders.
• You may need to format your memory card periodically to ensure it remains in good working condition.
• You are advised to turn the device off before removing the memory card.

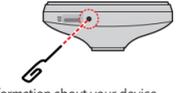
4. Turning the dash cam on/off

The dash cam turns on automatically once vehicle engine is started. The System indicator glows in green when the dash cam is powered.

Shutting down the dash cam

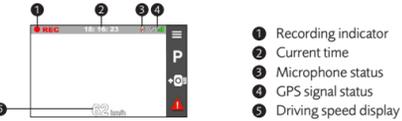
Occasionally you may need to perform a hardware reset when the dash cam stops responding or if it becomes "frozen" or unresponsive. To shut down the dash cam, press and hold the Power button (**P**) until the system powers off.

If the system does not turn off by keeping the Power button pressed, you can force it to shut down by inserting a pin or paper clip) into the Shutdown button.



5. System icons

The status bar on the top of the screen contains various system icons to provide status information about your device. Icons displayed may vary depending on your device model and its current state.



12. The Menu screen

Press **Menu** to customise system settings.

Note: Certain menu options may not be available on your device due to model variations.

File Playback

Plays the recorded videos and photos.

Camera

Activates Camera mode for capturing still images.

Sound Recording

Enables/disables audio recording during video capture.

Driving Safety

The dash cam provides a number of advanced driving safety functions to make your driving safer.

- Headlight Reminder:** Once enabled, the system will remind you to turn the lights on when driving after dark.
- Driver Fatigue Alert:** Once enabled, the system will remind you to take a break every **two/three/four** hours during a long drive.
- Eco Drive Indicator:** Once enabled, a red/yellow/green indicator is used to represent your driving efficiency.

SafetyCam

- Alert Sound:** Selects **Beep/Voice** or turns off (**Mute**) audio alerts.
- Alert Distance:** The system will alert you at a preset distance (**Short/Medium/Long**) when your vehicle is approaching a safety camera.
- Alert Method:**
 - Smart Alert: Alert distance is adjusted dynamically according to vehicle speed.
 - Standard Alert: Alert distance remains constant regardless of vehicle speed.
- Threshold:** Sets the speed value for the dash cam to start offering alerts
- Cruise Speed Alert:** Sets the cruise speed limit. Alerts are issued when you drive at a cruise speed over the set value.
- Custom SafetyCam:** Lists all custom safety cameras sorted by creation timestamp.

Parking Mode

- Detection:** Enables/disables video capture based on a specific detection method.
- Detection Method:** Sets the detection method to **Only G-sensor/Only Motion/Both**.

Note: G-sensor detection is based on movements/vibrations of the vehicle detected by the gravity sensor; motion detection captures movements in the camera's field of view.

6. Setting the date and time

The system date and time must be correct in order for the videos to display accurate timestamps. You can access the Date/Time settings by:

- Press **System > Date/Time**.
- Select one of the following methods to change the date and time:
 - Use GPS time:** Select the appropriate **Time Zone** and **Daylight Saving Time** settings for your location.
 - Manual:** Press **+**/**-** to adjust the highlighted value and press **Enter** to navigate to the next field. Press **Enter** to save the settings.

7. Recording videos while driving

Continuous recording

Continuous recording will automatically commence shortly after the system is powered up, and the system indicator will flash while recording is in progress.

Videos taken during continuous recording are divided into multiple clips and saved under the "Normal" folder, but recording will not stop between video clips. Once the folder has reached its allocated capacity, the system will automatically record over the oldest video saved under this folder.

Recording can be paused by pressing **S**. Press **S** to return to the recording screen and resume recording.

Event-driven recording

Note: The device will automatically calibrate its G-sensor during start-up. If the device's viewing angle or mounting location was changed from the original position after start-up, the G-sensor must be recalibrated by restarting the device to avoid malfunction and impact the Event-Driven recording feature.

During continuous recording, if a sudden event has been detected, such as running over a road bump, vehicle collision, high-speed driving, or making a sharp turn, the G-sensor will prompt the dash cam to record the event. The sensitivity level of the G-sensor can be adjusted by going to **Video Recording > G-Sensor Sensitivity**.

The event-driven recording saves the duration from 3 seconds before the event until 17 seconds after the event. The event recording can last up to 1 minute if the sensor is triggered again during the recording. Event-driven recordings are saved in the "Event" folder. Once the folder has reached its allocated capacity, the system will automatically record over the oldest video saved under this folder.

Press **A** to manually activate event-driven recording while continuous recording is in progress. Press the button again to stop event-driven recording and resume continuous recording.

Format

Formats the memory card (all data will be erased).

13. MiVue Manager

MiVue Manager™ is a tool for viewing videos recorded by the MiVue™ dash cam on your PC.

Note: Not all features are available for every model.

Installing MiVue Manager

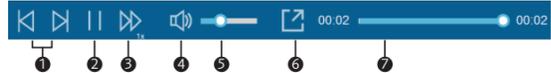
Download the Setup file from www.navman.com.au/mivue-update or www.navman.co.nz/mivue-update. Double-click Setup.exe and follow the on-screen prompts to install MiVue Manager. IMPORTANT! You may be prompted to install MOV and AVI codecs for video playback if they are currently not installed on your PC. Please search online to install the required codecs.

Playing the recording files

- Access data stored on the memory card by removing the card from the dash cam and inserting it into a card reader, or by connecting the dash cam to a PC via a USB cable (not included). You are advised to copy all data files to the PC for backup and playback.
- Start MiVue Manager on the computer.
 - By default, MiVue Manager shows the calendar and file list on the right side of the main window.
 - Dates with recordings available are marked with a dot (•). Select a date to display files recorded on that date.
 - You can filter the file list by video category (**Event/Normal/Parking**).
 - To display all files in the current folder, click **All**. To return to the calendar view, click **Calendar**.

Note: Your model may not support all file types.

- Double-click the desired file on the file list to start playback.
- The playback controls are described as follows:



- Skips to the previous/next file on the list.
 - Starts or pauses playback.
 - Changes the playback speed to 1/4x, 1/2x, 1x (default), 1.5x, or 2x.
 - Mutes or unmutes the volume.
 - Adjusts the volume level.
 - Plays the video in full screen.
 - Displays the playback progress. You can click on a point along the track bar to jump to a different spot in the video.
- During playback, additional vehicle information such as the dashboard panel and G-sensor chart are displayed below the video playback screen.

- On the dashboard panel, click  to display the map screen.

Note: The map may not display correctly if the computer is not connected to the Internet or your product does not support GPS function.

- G sensor chart displays data in 3-axis waveform about the car's shift forward/backward (X), to the right/left (Y) and upward/downward (Z).

6. The tool bar allows you to do the following:



- Selects the folder that stores the recording files.
- Previews and prints the current video image.
- Saves the selected files to the specified location on your computer.
- Captures and saves the current video image to the specified location on your computer.
- Opens the Settings Menu. The Settings items are described as follows:
 - Change Language:** Sets the display language of MiVue Manager.
 - Change Skin:** Sets the colour scheme of MiVue Manager.
 - Check for Update:** Checks if there is a new version of MiVue Manager. Internet access required.
 - About:** Displays the version and copyright information of MiVue Manager.
- Exports the GPS information of the selected file in the KML format to the specified location on your computer.
- Uploads the selected file to YouTube™.

Precautions and notices

- For your own safety, do not operate the controls of the product while driving.
- A window mount is needed when using the dash cam in a car. Make sure that you place the dash cam in an appropriate place so as not to obstruct the driver's view or deployment of airbags.
- Make sure that no object is blocking the camera lens and no reflective material appears near the lens. Please keep the lens clean.
- Video quality may be degraded if the vehicle's windshield is tinted.

Safety precautions

About the vehicle power adapter

- Use only the vehicle power adapter supplied with your device. Use of another type of the vehicle power adapter may result in malfunction and/or danger.
- This product is intended to be supplied by a LISTED Power Unit marked with "LPS", "Limited Power Source" and output rated + 5 V dc / 1.0 A.
- Do not use the vehicle power adapter in a high moisture environment. Never touch the vehicle power adapter when your hands or feet are wet.
- Allow adequate ventilation around the vehicle power adapter when connected to the device. Do not cover the vehicle power adapter with paper or other objects that will reduce cooling. Do not use the vehicle power adapter while it is inside a carrying case.

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, due 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 fulfil 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 provided 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, Unit 5, 43-51 College Street, Gladesville, NSW 2111, Australia. 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 about the customer, and 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.

- Connect the vehicle power adapter to a proper power source. The voltage requirements are found on the product case and/or packaging.
- Do not use the vehicle power adapter if the cord becomes damaged.
- Do not attempt to service the unit. There are no serviceable parts inside. Replace the unit if it is damaged or exposed to excess moisture.

About the battery

CAUTION! This unit contains a non-replaceable internal Lithium Ion battery. The battery can burst or explode, releasing hazardous chemicals. To reduce the risk of fire or burns, do not disassemble, crush, puncture, or dispose of in fire or water.

Caution! Risk of explosion if battery is replaced by an incorrect type. Dispose of used batteries according to the instructions.

- Replace only with the same or equivalent type recommended by the manufacturer.
- The battery must be recycled or disposed of properly.
- Use the battery only in the specified equipment.
- Battery clause safety information.

Your product uses a Lithium-ion battery. It is important to follow the guidelines set out regarding this type of Battery. Electronic devices using a lithium – ion battery such as Mobile phones, GPSs and cameras are designed to operate at a temperature range of approximately 0°C to 50°C. Beyond these temperature limits, there may be a risk of battery failure, when these electronic goods are exposed to extreme heat conditions for long periods.

It is recommended that you do not use your device in a humid, wet and/or corrosive environment. Do not put, store or leave your device in or near a heat source, in a high temperature location, in strong direct sunlight and do not expose it to temperatures over 60°C (140°F). Failure to follow these guidelines may cause the Lithium-ion battery to leak acid, become hot, explode or ignite and cause injury and/or damage. Do not pierce, open or disassemble the battery. If the battery leaks and you come into contact with the leaked fluids, rinse thoroughly with water and seek medical attention immediately. For safety reasons, and to prolong the lifetime of the battery, charging should not occur at low (below 0°C/32°F) or high (over 45°C/113°F) temperatures.

THE LITHIUM-ION BATTERY CONTAINED IN THE PRODUCT MUST BE RECYCLED OR DISPOSED OF PROPERLY. IT IS HIGHLY RECOMMENDED YOU USE YOUR PRODUCT ONLY WITH THE SUPPLIED DC POWER LEAD (VEHICLE POWER ADAPTER/BATTERY CABLE) AND AC ADAPTER (HOME CHARGER) FOR BATTERY CHARGING.

For more information on how to recycle your old electronic devices, please contact your local council office. You can also visit www.navman.com.au / www.navman.co.nz to view our latest trade-in offers.

Caring for your device

Taking good care of your device will ensure trouble-free operation and reduce the risk of damage.

- Keep your device away from excessive moisture and extreme temperatures.
- Avoid exposing your device to direct sunlight or strong ultraviolet light for extended periods of time.
- Do not place anything on top of your device or drop objects on your device.
- Do not drop your device or subject it to severe shock.
- Do not subject your device to sudden and severe temperature changes. This could cause moisture condensation inside the unit, which could damage your device. In the event of moisture condensation, allow the device to dry out completely before use.
- The screen surface can easily be scratched. Avoid touching it with sharp objects. Non-adhesive generic screen protectors designed specifically for use on portable devices with LCD panels may be used to help protect the screen from minor scratches.

- Never clean your device with it powered on. Use a soft, lint-free cloth to wipe the screen and the exterior of your device.
- Do not use paper towels to clean the screen.
- Never attempt to disassemble, repair or make any modifications to your device. Disassembly, modification or any attempt at repair could cause damage to your device and even bodily injury or property damage and will void any warranty.
- Do not store or carry flammable liquids, gases or explosive materials in the same compartment as your device, its parts or accessories.
- To discourage theft, do not leave the device and accessories in plain view in an unattended vehicle.
- Overheating may damage the device.

About GPS

- GPS is operated by the United States government, which is solely responsible for the performance of GPS. Any change to the GPS system can affect the accuracy of all GPS equipment.
- GPS satellite signals cannot pass through solid materials (except glass). When you are inside a tunnel or building, GPS positioning is not available. Signal reception can be affected by situations such as bad weather or dense overhead obstacles (e.g. trees, tunnels, viaducts and tall buildings).
- The GPS positioning data is for reference only.

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; and
- 1-year limited warranty.

The 1-year limited warranty applies separately to your use of the product, and should be read independently of the other terms contained in the user manual.

Software licence

1. 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).

2. Licence Grant.

This section does not limit or affect the rights of any person under the Consumer Guarantees (as defined in section 7 below).

- 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:	In New Zealand:
Attention: Navman Repairs	New Zealand Couriers INTL
RMA No. (Required)	Navman Repairs
Locked bag 5010	RMA No. (Required)
Gladesville NSW 1675	32 Botha Rd
Phone: 1300 628 626	Penrose, Auckland
Email: pncsupportaus@navman.com.au	Phone: 0800 466 286
	Email: pncsupportaus@navman.com.au

Please provide the following information when returning your product:

Sender's name:
 Sender's address:
 Sender's phone:
 Sender's email:

RMA number (compulsory - please contact the support number above for your RMA number). If an RMA is not obtained, the unit will be quarantined and the turnaround time will be delayed by at least a 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 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.

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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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").

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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.

Except for liability for a breach of a Consumer Guarantee (a) Navman will not, under any circumstances, be liable under the law of 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.

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 Unit 5, 43-51 College Street, Gladesville, NSW 2111, Australia.

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. 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.