

# TERMS OF SITE AND INCONTROL TOUCH MAP UPDATER USE

This Terms of Site and InControl Touch Map Updater Use (hereinafter referred to as the „Policy”) was posted on and is effective as of 28 September 2017.

## 1. DEFINITIONS

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

**Content** means maps, points of interest, 3D content, voices, language files, and other navigation-related content, which can be uploaded to your Device and used with your Software.

**Device** means a device with GPS capability, such as

- Personal navigation devices (also called PND or PNA);
- Smartphones/personal digital assistants (also called PDAs), including SD cards and other storage media (if Software or Content is stored on them);
- Mobile phones with GPS capability;
- In-car navigation systems;
- PCs, notebooks, and tablet PCs with GPS capability;
- Personal media players (PMPs) with GPS capability.

**NNG** means NNG Software Developing and Commercial Limited Liability Company, which provides the Software and the Product.

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Website: [www.nng.com](http://www.nng.com)

**Product** means Updates, Contents, and Connected Services.

**Site** means [jaguar.welcome.naviextras.com](http://jaguar.welcome.naviextras.com) and its subdomains.

**Software** means the navigation software that runs on your Device.

**InControl Touch Map Updater** means a free software tool for PC and OSX, which is used to download Updates and other Products from NNG's servers and upload them to the Device.

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

**User or "you"** means a registered or not registered visitor of the Site and/or InControl Touch Map Updater.

## **2. USE OF THE SITE AND INCONTROL TOUCH MAP UPDATER**

### **2.1. Purpose of this document**

2.1.1. This document lays down the terms of use of the Site and InControl Touch Map Updater. Please read these terms and conditions carefully!

2.1.2. By using the Site and InControl Touch Map Updater in any manner, you accept all the terms and conditions herein. You also agree that we may amend and/or revise this document at our discretion, and, by using the Site and InControl Touch Map Updater following the effective date of such amendments/revisions you agree to be bound by these revisions and amendments. We suggest visiting the Site and InControl Touch Map Updater frequently for the latest information.

2.1.3. If you do not agree with these terms and conditions, we request that you immediately cease using the Site and InControl Touch Map Updater.

### **2.2. Operation of the Site and InControl Touch Map Updater**

2.2.1. The Site and InControl Touch Map Updater are operated by NNG.

### **2.3. Services provided by the Site and/or InControl Touch Map Updater**

- Detailed description of Updates, navigation Content for Users via e-delivery (downloading from the internet);
- Possibility to purchase or download Products to your Device;
- Possibility to subscribe to newsletters;
- Supporting troubleshooting by providing a section on frequently asked questions and customer care contact details.

### **2.4. Registration in InControl Touch Map Updater**

2.4.1. User registration

Some features of InControl Touch Map Updater are available to registered Users only. Buying Updates, Contents, or Connected Services requires User registration. The registration is easy and free. The User's personal data shall be processed in compliance with the provisions of the privacy policy available in the Site or InControl Touch Map Updater.

Please do not share your username and/or password with any third party, or give any third party access to InControl Touch Map Updater with your login data otherwise. You assume all liability for any unauthorized use of any username or password assigned to you.

You can delete your profile (with all your personal data) in InControl Touch Map Updater at any time.

### **2.5. Content available on the Site and in InControl Touch Map Updater**

2.5.1. The texts, illustrations, and pictures displayed on the Site and in InControl Touch Map Updater are for information purposes only, and shall not be considered as an offer. NNG does not make any representation regarding the correctness, accuracy, timeliness, or completeness of the content available on the Site and in InControl Touch Map Updater. NNG reserves the right to change such information at any time, without prior notice. The information published on the Site and in InControl Touch Map Updater may refer to products, programs, or services that are not available in your country. Such reference does not imply that NNG intends to sell such products, programs, or services in your country.

2.5.2. NNG shall not be liable for any direct or consequential damage, loss of profit, or additional costs, or damage of any kind resulting from the use of the Site or InControl Touch Map Updater, or of false, incorrect, or incomplete content.

## **2.6. *The User's obligations***

2.6.1. You agree not to interfere with, disrupt, or attempt to interfere with or disrupt the operation of the Site and InControl Touch Map Updater or of the networks connected to the Site and InControl Touch Map Updater, and you agree to abide to all security policies.

2.6.2. The User may not upload or otherwise publish any content on the Site or in InControl Touch Map Updater, which is illegal in any way (copyrighted or illegal due to moral or other reasons).

## **2.7. *Limiting User access***

NNG may at any time limit your access to the Site or InControl Touch Map Updater or some parts of the Site or InControl Touch Map Updater at its sole discretion, as appropriate or necessary for security or business reasons, as a result of any alleged or suspected breach of these terms, or to protect intellectual property. The Site and InControl Touch Map Updater may also impose limits on certain features or restrict your access to parts or all of the Site and InControl Touch Map Updater without prior notice or any liability therefor. NNG may delete any User account and/or suspend User login without prior notice.

## **2.8. *Availability of the Site and InControl Touch Map Updater***

We do not guarantee 24/7 reliable operation, availability, or uptime of the Site and InControl Touch Map Updater, but we do make all reasonable efforts to ensure high availability.