

IMPORTANT

To protect your own interests, please read these terms and conditions carefully before you remove any stickers from the packaging containing the Navigation System or commence using the Navigation System containing the Whereis® Navigation System Digital Road Map Data (“Whereis® Data”). If you are uncertain as to your rights and obligations under this Licence or you would like any explanation about them please contact Location Navigation Pty Ltd (ABN 93 135 026 783) (“LN Pty Ltd”). Your licence from LN Pty Ltd to use the Whereis® Data (“Licence”) is subject to the terms and conditions set out below. If you do not agree to these terms and conditions, return this package to your place of purchase

1. GRANT OF LICENCE

1.1 LN Pty Ltd grants you a non-exclusive, non-transferable licence (with no rights to sublicense) to use the Whereis® Data on the terms and conditions contained in this Licence.

1.2 The Licence commences on the date you start using the Navigation System and continues until the Licence ends in accordance with the terms and conditions set out below.

2. RIGHTS OF USE

2.1 You may:

- (a) use the Whereis® Data on any compatible Navigation System; and
- (b) only use the Whereis® Data for personal use.

2.2 You must not reproduce, reverse compile, adapt, modify, assign, distribute or publish in any form the whole or any part of the Whereis® Data.

2.3 You must take all reasonable steps to prevent any of the events in clause 2.2 occurring or any unauthorised copying or use of the Whereis® Data, and must immediately notify LN Pty Ltd if you become aware of any of these events occurring or of any other infringement of LN Pty Ltd’ rights in relation to the Whereis® Data.

3. PROPERTY AND OWNERSHIP

3.1 All intellectual property rights (including copyright) in and to the Whereis® Data are the sole and exclusive property of LN Pty Ltd (or its Licensors) and except for the rights granted to you in this Licence, you will not acquire any intellectual property or other rights in or to the Whereis® Data or any part of the Whereis® Data.

The Whereis® Data may incorporate data which is © Commonwealth of Australia (Geoscience Australia) 2010. (This data has been used with the permission of Geoscience Australia. Geoscience Australia has not evaluated this data as altered and incorporated within this device and therefore gives no warranty regarding its accuracy, completeness, currency or suitability for any particular purpose). Other sources of data that may be incorporated into Whereis® Data can be found **here**.

4. ACCURACY OF DATA

4.1 LN Pty Ltd will use reasonable care and skill in providing the Whereis® Data and will provide the Whereis® Data to you in accordance with this Licence.

However, given the nature of navigation systems (including the possibility that a change in traffic conditions could affect the accuracy of the Whereis® Data) and the fact that LN Pty Ltd must obtain some of the Whereis® Data from other sources, LN Pty Ltd cannot promise that the Whereis® Data will be error free, complete or up to date. The Whereis® Data incorporates information and content provided by third parties and LN Pty Ltd makes no representations about the accuracy or suitability of any third party information or content contained in the Whereis® Data. The inclusion of third party information does not indicate, expressly or impliedly, that LN Pty Ltd endorses the third party information and content. Any editorial content included in the Whereis® Data does not necessarily reflect the opinion or views of LN Pty Ltd.

4.2 Given the limitation on accuracy identified in 4.1, and the changeable nature of traffic conditions and driving restrictions, LN Pty Ltd bears no responsibility for your actions or reliance on the Whereis® Data. You should adhere to all road rules and restrictions, and assess for yourself the suitability of suggested roads, routes, speed limits and other information provided by the Whereis® Data at the time of undertaking your journey.

5. LN Pty Ltd's LIABILITY TO YOU

5.1 The terms and conditions that apply to the supply and use of the Whereis® Data are those that are expressly set out in this Licence and those implied by consumer protection laws to the supply and use of the Whereis® Data that are unable to be excluded. No other terms apply.

5.2 Subject to clause 5.3, LN Pty Ltd accepts its liability to you for breach of these terms and conditions or negligence under the principles applied by the courts.

5.3 The Whereis® Data is provided to you for the primary purpose of personal, domestic or household use, so LN Pty Ltd does not accept liability to you for losses that result from the use of the Whereis® Data in connection with the conduct of a business. However, LN Pty Ltd will accept that liability if it cannot be excluded under any legislation. To the extent permitted by law, LN Pty Ltd is also not liable for any loss to the extent that it is caused by you, for example, through your negligence or breach of these terms and conditions.

5.4 To the extent permitted by law, LN Pty Ltd is not liable for failing to comply with the terms and conditions applying to the Whereis® Data where that failure is caused by events outside LN Pty Ltd's reasonable control, such as abuse or misuse of the Whereis® Data, damage to the Whereis® Data caused by faults in equipment that is not owned by LN Pty Ltd, any accident by you or a third party which damages the Whereis® Data or any unusual hazards affecting the Whereis® Data (including but not limited to exposure to excessive humidity, heat, cold, dust, food or liquids).

6. YOUR LIABILITY TO LN Pty Ltd

6.1 Subject to clause 6.2, you are liable to LN Pty Ltd for breach of these terms and conditions or negligence under the principles applied by the courts.

6.2 You are not liable for any loss to the extent that it is caused by LN Pty Ltd, for example, through Sensis' negligence or breach of these terms and conditions.

7. CANCELLING THE LICENCE

7.1 LN Pty Ltd may cancel the Licence immediately by giving you notice if you are in breach of these terms and conditions.

7.2 LN Pty Ltd may also cancel the Licence by giving you as much notice as is reasonably possible if:

(a) the law requires LN Pty Ltd to do so; or

(b) providing the Licence becomes illegal or LN Pty Ltd believes on reasonable grounds that it may become illegal.

7.3 Your rights under this Licence will end as soon as this Licence is cancelled. Following cancellation, you must immediately cease using the Whereis® Data. You must also return the Whereis® Data and any copies of the Whereis® Data at your expense. In the case of hard disc drive systems and in any other case where it is not possible to return the Whereis® Data, you must delete all Whereis® Data from the Navigation System and any copies of the Whereis® Data at your expense. LN Pty Ltd may ask for proof that the Whereis® Data and all such copies have been returned or deleted.

7.4 Any rights or remedies which existed before cancellation will continue to exist after cancellation.

8. GENERAL

8.1 A provision of, or a right under, this Licence may not be waived except in writing signed by the party that is waiving the provision or right.

8.2 This Licence will be governed by the laws in force in Victoria, Australia.

8.3 A reference to a person in this Licence includes a reference to a firm, corporation or other corporate body.

8.4 The use of the Whereis® Data should be undertaken in compliance with local laws governing the use of navigational devices and navigational aids while operating a motor vehicle. You acknowledge that the Whereis® Data is a navigational aid only and that your use of the Whereis® Data in no way transfers from you to LN Pty Ltd the responsibility of driving in a responsible manner appropriate to the road conditions and road rules, including risks, loss, damage or injury that arise from your use of the Whereis® Data or operation of a device containing the Whereis® Data while operating a motor vehicle, your contravention of local road rules and any other use by you in an unsafe or unlawful manner.