

EUROPEAN NAVIGATION OPTION - TERMS AND CONDITIONS

25th April 2006

When applying for or using the European Navigation Option, these terms and conditions (the “European Navigation Option Terms and Conditions”) apply in addition to the full Smartnav Terms and Conditions as published at www.smartnav.com (the “Terms and Conditions”). In the event of any inconsistency between the European Navigation Option Terms and Conditions and the Terms and Conditions, the European Navigation Option Terms and Conditions will prevail.

1. Definitions

“**Commencement Date**” means the start date of the European Navigation Option as confirmed by Smartnav.

“**Concierge Services**” means the ordering of wine, flowers or chocolates for delivery and hotel reservations at selected hotels.

“**European Navigation Option**” means Smartnav’s navigation service across Europe.

“**Europe**” means the following countries: Austria, Belgium, Republic of Ireland, France, Germany, Italy, Luxemburg, Netherlands, Portugal, Spain and Switzerland.

“**European Navigation Option Subscription**” means payment for the provision of the European Navigation Option by one of the following means:

“**European Navigation Option Single Month Subscription**” means a European Navigation Option Subscription for a single period of one month, paid for in full prior to the commencement of the Service;

“**European Navigation Option Annual Subscription**” means a European Navigation Option Subscription for a twelve month period, paid for in full prior to the commencement of the Service;

“**European Navigation Option Monthly Subscription**” means a European Navigation Option Subscription for a twelve month period to be paid for by twelve monthly installments by direct debit.

“**Working Days**” means Monday to Friday 9am to 5pm, excluding public holidays in the UK.

2. Acceptance

2.1 The signing of an Order Form and/or use of the European Navigation Option after having been provided with the opportunity to read these European Navigation Option Terms and Conditions and the Terms and Conditions shall be deemed as conclusive evidence of the Customer’s acceptance of these European Navigation Option Terms and Conditions and the Terms and Conditions.

3. European Navigation Option

3.1 Use of the European Navigation Option is subject to the Customer having a valid Subscription for Smartnav’s vehicle navigation service in the UK. For the avoidance of doubt the Pay As You Go Tariff does not qualify as a valid Subscription.

3.2 The European Navigation Option is available to Customers who have paid the European Navigation Option Subscription (which may be for a single month or a twelve month period) as set out on the price list, as detailed by the seller or as set out on the website, dependent on the method of purchase.

3.3 The Customer’s Vehicle must be located in the United Kingdom for a minimum of 2 Working Days prior to the Commencement Date.

3.4 Users of the Vehicle remain at all times responsible for observing all relevant laws and codes of safe driving and Smartnav will not in event be liable for any fine, penalty, or punishment issued to any user of the Vehicle in the UK or Europe.

3.5 Smartnav will not be liable to any user of the Vehicle should any changes occur to legislation which might prevent the use of the European Navigation Option.

3.6 The European Navigation Option cannot provide routes that involve the Vehicle crossing sea. Where applicable it is the customer’s responsibility to request routes to and from ports in order to receive cross-sea routing.

3.7 The European Navigation Option does not include the Safe Speed Service or Stolen Vehicle Tracking Service, Emergency and Breakdown Service, Concierge Services and receiving incoming telephone calls on the Touchscreen.

3.8 Route summaries will be provided in miles (rather than kilometers).

3.9 Road names, numbers and route descriptions provided for the European Navigation Option will be limited by the Customer’s unit capability. For example, certain units will refer to “51” rather than “A51”.

3.10 The postcode functionality of a Touchscreen is not available as part of the European Navigation Option.

4. Fair Use Policy

4.1 For the purposes of the Fair Use Policy, the annual usage limit for the European Navigation Option is set at 120 European routes provided by a Personal Assistant per calendar year from the Commencement Date. This limit will be regularly reviewed and any changes will be published on www.smartnav.com and written notification will be sent to the Customer.

4.2 Any Customer who exceeds this limit will be contacted by Smartnav and given the opportunity to transfer onto an alternative tariff or modify usage appropriately.

4.3 There is no limit on the number of Smartnav routes a Customer may request via means other than the call centre (for example, favourites from the Touchscreen).

4.4 Should the Customer fail to reduce usage of the Service to within the limit defined in the Fair Use Policy Smartnav reserves the right to suspend access to the Service and/or transfer the Customer to an alternative Smartnav tariff.

It is the intention to give the best possible service, but if you have any questions or concerns about the product or service, please contact Trafficmaster Plc.

The contact details are: Trafficmaster Plc, Martell House, University Way, Cranfield, Bedfordshire, MK43 0TR. Tel: 0870 050 3000.