TomTom LINK 105 Installation Guide

TOMTOM TELEMATICS

Contents

Read me first

Before operating this product please read the Installation Guide.

Read the Addendum and Safety notices

IMPORTANT - BEFORE INSTALLING AND USING YOUR TomTom LINK 105 READ THE ADDENDUM AND THE INSTRUCTIONS CONTAINED THEREIN! ALSO READ THE IMPORTANT SAFETY NOTICES AND WARNINGS INCLUDED IN THIS DOCUMENT! READ THE INSTRUCTIONS IN THIS DOCUMENT THOROUGHLY!

Welcome

With the TomTom LINK 105™ you can retrieve fuel consumption data over the OBD-II connector in your vehicle and see this in WEBFLEET in real time. TomTom LINK 105 works together with the TomTom LINK 5xx/4xx via Bluetooth and therefore requires minimal installation effort. This document shows how to set up your LINK 105.

Safety first

Important safety notices and warnings

Important: Read the following safety instructions carefully. Read the instructions in this document carefully.

TomTom Telematics accept no liability for damage that results from disregarding the safety instructions. This document is part of the product. Keep it in a safe place. If you pass the unit on to a new user, make sure you give them this document as well.

Positioning

Position the device in such a way that it doesn't block or interfere with your view of the road, the controls in your vehicle, or the rear-view mirrors and airbags.

Danger of explosion

Parts of the TomTom LINK 105 can cause sparks that can lead to explosions. This may endanger human health and life. Do not use the unit in areas with high risk of explosion. When using a TomTom LINK 105 in a vehicle fuelled by liquefied gas, follow the safety regulations of the country in which the vehicle is operated.

Damage caused through improper installation

The installation and initial operation of the unit must be performed by authorised personnel only, for example, a qualified radio dealer or an automotive electronics workshop.

Risk of injury in case of accidents

Do not mount the unit or accessories in the inflation area of airbags or in the impact area for the head or knees. Choose an installation location that will avoid interference with displays, safety equipment and controls.

Damage to the chassis

Make sure you do not drill into parts of the chassis that have structural or security-related functions. This is because you cannot be certain that they will function properly after modification.

Risk of fire

Make sure you do not drill into covered wiring harnesses, fuel lines or similar components. Drilling into these can cause fire.

Repair and replacement

Repairs must be carried out by authorised and qualified personnel only. Never replace damaged parts of the unit yourself. Send the defective unit to TomTom Telematics for repair. Only the qualified staff of TomTom Telematics are authorised to repair or replace parts.

Damage to the device

Short-circuits inside the unit can be caused by contact with water or other liquids. The unit may be damaged by contact with water. Use and store the unit in an area protected from water.

Before the installation

Notice for maintenance work

If you need the OBD-II connector in your vehicle, for example for maintenance, remove your LINK 105 from the connector and reconnect it afterwards.

Important: To remove the LINK 105 from the OBD-II connector, pull on the handle of the LINK 105 and not the device itself as this may cause damage.

Components

The following figure shows the different parts of the LINK 105.

1. Handle
2. Reset button
3. Bluetooth LED (Blue)
4. Power LED (Green)
5. Body
6. Bluetooth address
7. OBD-II plug

Requirements

Before installing your LINK 105 make sure you fulfil the following requirements:

- Your vehicle is fitted with a LINK 5xx/4xx with the firmware version 5.0 or higher.
- The LINK 5xx/4xx must be activated in WEBFLEET.
- Your vehicle has an OBD-II connector. If the OBD-II connector of your vehicle does not provide enough space to insert the LINK 105, you can use the OBD-II extension cable from TomTom Telematics.
- To use the Activation Tool for your LINK 5xx/4xx, you need a laptop with the Activation Tool installed, the Mini USB cable and the activation code, which you can find in your WEBFLEET contract confirmation.

Download the latest version of the Activation Tool from the Partner Portal. Go to business.tomtom.com/support and select **Activation and Diagnostics**.

Installing your LINK 105

There are two steps to setting up your LINK 105:

1. Configure a Bluetooth connection between your LINK 105 and your LINK 5xx/4xx.

   There are two ways to establish a Bluetooth connection between your LINK 105 and your LINK 5xx/4xx:

   - By configuring a Bluetooth connection with WEBFLEET
   - By configuring a Bluetooth connection with the Activation Tool

   Make sure you have properly noted and entered the Bluetooth address of your LINK 105, which you can find on the label on the OBD-II plug.
2. Install your LINK 105 in your vehicle.

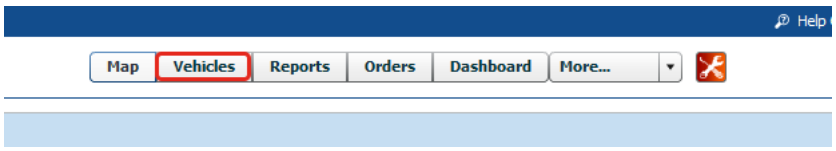
Important: If the LINK 105 has been used in another vehicle before, you need to reset the device before you start the engine of your vehicle, otherwise the calculation of the fuel consumption may be incorrect.

Configuring a Bluetooth connection with WEBFLEET

This section describes how to pair your LINK 105 with the LINK 5xx/4xx installed in your vehicle using WEBFLEET. You can also configure a Bluetooth connection using the Activation Tool instead.

Note: Make sure your vehicle is properly fitted with a LINK 5xx/4xx according to the requirements for the installation.

1. Log in to WEBFLEET here business.tomtom.com/login.
2. Click **Vehicles**.

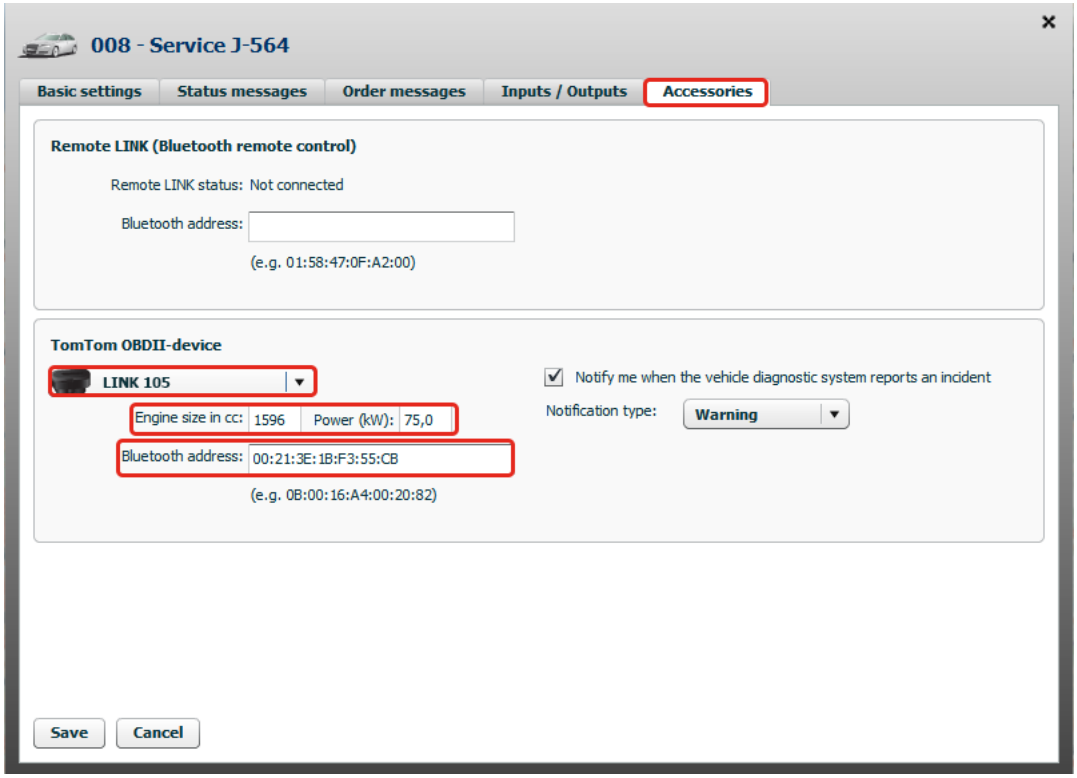


3. Select your vehicle from the list.

4. In the details panel on the right, click **Contract/Device**.

5. Click **Configure**.

6. Select the **Accessories** tab.



7. In the **TomTom OBDII-device** section, select TomTom LINK 105 from the list.
8. Enter for TomTom LINK 105 the size (in cc) and the power (in kW) of the engine of your vehicle.

> Important: Make sure you have entered the correct engine size and power, as this information is the basis for the calculation of the fuel consumption of your vehicle.

9. Enter the Bluetooth address indicated on the OBD-II connector of the LINK 105 you want to install in that specific vehicle.

10. Click **Save**.

The Bluetooth address of your LINK 105 is now assigned to the LINK 5xx/4xx in the vehicle you selected. Now you should install your LINK 105 in your vehicle.

Configuring a Bluetooth connection with the Activation Tool

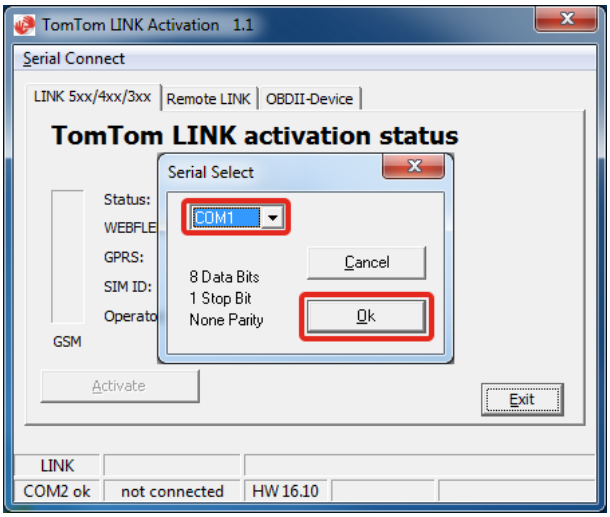
This section describes how to pair your LINK 105 with your LINK 5xx/4xx using the Activation Tool. You can also configure a Bluetooth connection with WEBFLEET instead.

1. Download the latest version of the Activation Tool from the Partner Portal. Go to business.tomtom.com/support and select **Activation and Diagnostics**.
2. Install the latest version of the Activation Tool to your Microsoft Windows© running PC.

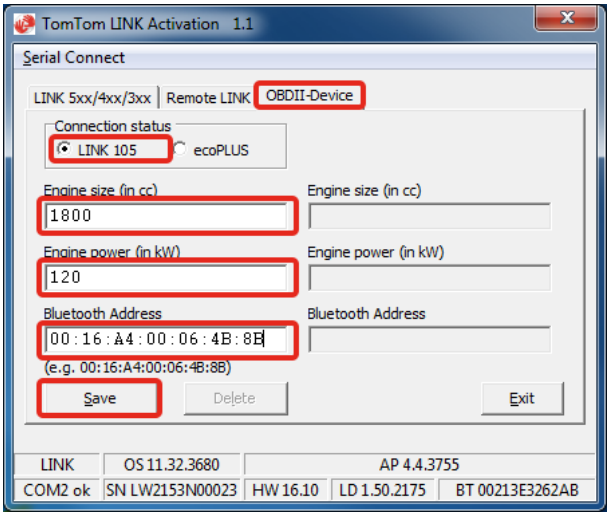
   Use the Mini-USB cable from the LINK 5xx/4xx Service Set to connect your LINK 5xx/4xx to your computer. Alternatively, you can connect your LINK 5xx/4xx with your computer using Bluetooth.

1. To start the Activation Tool double click the icon.
2. Select the COM port to which you have connected your LINK 5xx/4xx from the list.

   Make sure the green LED on the LINK 5xx/4xx is solid on before you continue with the next step.



3. Click **Ok**.
4. Select the **OBDII-device** tab.



5. In the Connection status section select LINK 105.
6. Enter the size of the engine of your vehicle in cc.

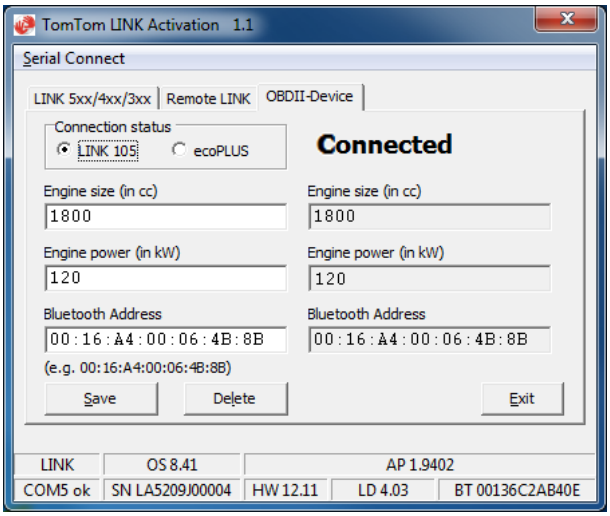
7. Enter the power of the engine of your vehicle in kW.
8. Enter the Bluetooth address indicated on the OBD-II connector of the LINK 105 you want to install in that specific vehicle.

9. Click **Save**.

   You are prompted to enter the activation code for the LINK 5xx/4xx.
10. Enter the activation code.

    You can find the activation code in your WEBFLEET contract confirmation.
11. Click **Ok**.

    The entered details for engine size, engine power and Bluetooth address are now shown on the right.

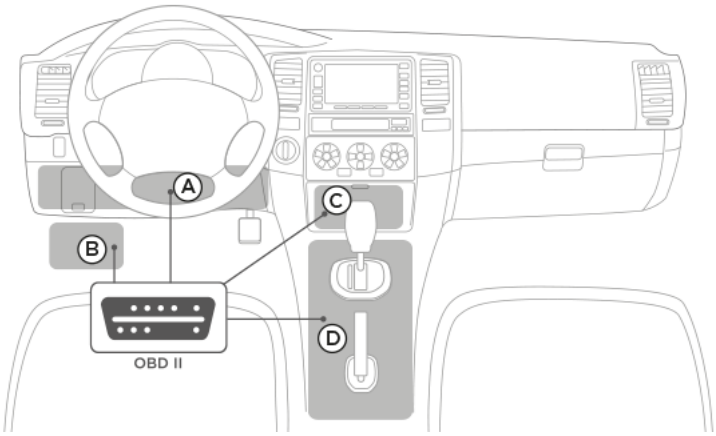


12. Carry out the steps described above for each additional LINK 105 and LINK 5xx/4xx.

Installing LINK 105 in your vehicle

This section describes how to connect your LINK 105 to the vehicle and to the LINK 5xx/4xx.

1. Find the OBD-II connector in your vehicle.

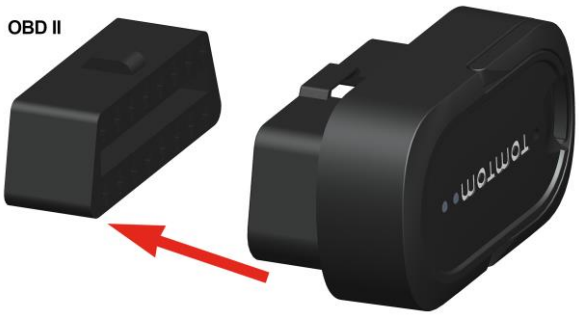


   Refer to the manual of your vehicle. In many vehicles you can find the OBD-II port in the footwell (A), close to the fuse box (B), beneath the dashboard (C), or in the centre console (D).

2. Turn off the engine of your vehicle.

   Important: You can damage your vehicle and the TomTom LINK 105 when you continue the installation while the engine of your vehicle is running.

3. Insert the OBD-II plug of your LINK 105 into the OBD-II connector of your vehicle. Make sure the plug is fully inserted so it cannot drop off.



   Both the green and the blue LED start flashing.

4. Turn on the engine.

   The LINK 5xx/4xx starts to establish a connection to your LINK 105. This may take up to two minutes. If successful both LEDs should be solid.

You have now completed the installation of the LINK 105 and successfully established a Bluetooth connection between your LINK 105 and the LINK 5xx/4xx.

The LINK 105 automatically learns from the vehicle and the engine during operation. Therefore, the vehicle needs to be moved around for some time so the LINK 105 can be calibrated.

Important: If the vehicle reports any error or warning messages on the dashboard of your vehicle, turn off the engine, remove the LINK 105 and contact Technical Support.

Diagnostics

Understanding your LINK 105

Your LINK 105 shows system states using the blue and the green LED individually and in combination.

The following system states of the LINK 105 are shown by both the blue and the green LED in combination.

Green and Blue LED	
ON	**Fully operational**
FLASHING simultaneously	**Booting system**
FLASHING alternating	**Resetting system**
OFF	**Power save mode**

The following tables explain how to understand the modes of the green LED individually.

Green LED	
ON	**Vehicle communication is established**
FLASHING	**Establishing vehicle communication**
OFF	**No vehicle communication established**

The following tables explain how to understand the modes of the blue LED individually.

Blue LED	
ON	**Bluetooth connection to LINK 5xx/4xx is established**
OFF	**No Bluetooth connection established**

Resetting your LINK 105

If you have operated the LINK 105 in another vehicle before, if you encounter errors with your LINK 105 or your LINK 105 is not working as expected you need to reset the device.

1. Turn off the engine of your vehicle.

2. Press the reset button with a pointed object while it's connected to the OBD-II connector for approximately five seconds until both LEDs are flashing rapidly alternating.

After releasing the reset button the LEDs start flashing simultaneously. The system of your LINK 105 starts booting.

You have successfully reset your LINK 105.

Technical data

Dimensions	48 x 27.5 x 25 mm 1.9 x 1.1 x 1 inches
Weight	20 g 0.71 oz
Material	Injection moulded plastic Connector: PA Body: PC/ABS
Protection class	IP20
Supply voltage	12 V / 24 V (minimum 9V to maximum 30 V)
Current consumption (average values)	At 14 V: typically < 25 mA At 28 V: typically < 15 mA Standby: typically < 1.5 mA
Fuse protection	Internally fused with 1A, fuse is not resettable or replaceable, fuse must be replaced by TomTom Telematics
Temperature	Operation: -30 °C to +70 °C / -22 °F to 158 °F Storage: -40 °C to +80 °C / -40 °F to +176 °F
Bluetooth™	Integrated Bluetooth™ (class 2)
Interfaces	CAN compliant to ISO15765 K-Line compliant to ISO9141 K-Line compliant to ISO14230

Addendum

Important Safety Notices and Warnings

Safety messages

Important! Read before use!

Death or serious injury could result from failure or partial failure to follow these warnings and instructions. Failure to properly set up, use, and care for this device can increase the risk of serious injury or death, or damage to the device.

Use with care warning

It is your responsibility to use best judgment, due care and attention when using this device. Don't allow interaction with this device to distract you while driving. Minimise the time spent looking at the device screen while driving. You are responsible for observing laws that limit or prohibit the use of mobile phones or other electronic devices, for example, the requirement to use hands-free options for making calls when driving. **Always obey applicable laws and road signs, especially those relating to your vehicle's dimensions, weight and payload type**. TomTom does not guarantee the error-free operation of this device nor the accuracy of route suggestions provided and shall not be liable for any penalties arising from your failure to comply with applicable laws and regulations.

Notice for oversized/commercial vehicles

Devices without a truck map installed will not provide appropriate routes for oversized/commercial vehicles. If your vehicle is subject to weight, dimension, speed, route, or other restrictions on a public road then you must only use a device that has a truck map installed. Your vehicle specifications must be entered accurately on the device. Use this device as a navigation aid only. Do not follow navigation instructions which may put you or other road users in danger. TomTom accepts no liability for damages resulting from your failure to observe this notice.

Proper mounting

Do not mount the device in a way that may obstruct your view of the road or your ability to control the vehicle. Do not place the device in an area that may obstruct the deployment of an airbag or of any other safety feature of your vehicle.

Pacemakers

Pacemaker manufacturers recommend that a minimum of 15cm / 6 inches be maintained between a handheld wireless device and a pacemaker to avoid potential interference with the pacemaker. These recommendations are consistent with independent research and recommendations by Wireless Technology Research.

Guidelines for people with pacemakers:

- You should ALWAYS keep the device more than 15cm / 6 inches from your pacemaker.
- You should not carry the device in a breast pocket.

Other medical devices

Please consult your physician or the manufacturer of the medical device, to determine if the operation of your wireless product may interfere with the medical device.

Device care

- It is important to take care of your device:
- Do not open the casing of your device under any circumstances. Doing so may be dangerous and will invalidate the warranty.

Wipe or dry the screen of your device using a soft cloth. Do not use any liquid cleaners.

Operating temperature

This device will remain fully operational within the temperature range 32°F / 0°C to 113°F / 45°C. Prolonged exposure to higher or lower temperatures can cause damage to your device and is therefore advised against.

Important: Before you switch on the device, let the device acclimatise to the standard operation temperature range for at least 1 hour. Do not use the device outside of this temperature range.

CE mark and Radio Equipment Directive for LINK 530

CE

This device can be used in all EU Member States. The frequency bands in which this device operates are:

- Bluetooth®: 2.4 GHz

and the maximum radio frequency emission power within these bands is:

- Bluetooth®: 2.5 mW, 4dBm.

Hereby, TomTom declares that the radio equipment type Telematics black box is in compliance with Directive 2014/53/EU. The full text of the EU declaration of conformity is available at the following internet address: https://telematics.tomtom.com/webfleet/legal/doc/

WEEE – e-waste disposal

In the EU/EEA, this product is marked with the wheelie bin symbol on its body and/or packaging as required by Directive 2012/19/EU (WEEE). This product shall not be treated as household waste or be disposed of as unsorted municipal waste. You can dispose of this product by returning it to the point of sale or bringing it to your local municipal collection point for recycling.

Outside of the EU/EEA, the wheelie bin symbol may not have the same meaning. More information about national recycling options can be requested from a responsible local authority. It is the responsibility of the end user to comply with local law when disposing of this product.

FCC information for the user

THE DEVICE COMPLIES WITH PART 15 OF THE FCC RULES

Federal Communications Commission (FCC) Statement

This equipment radiates radio frequency energy and if not used properly - that is, in strict accordance with the instructions in this manual - may cause interference to radio communications and television reception.

Operation is subject to the following two conditions: (1) this device may not cause harmful interference and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

This device has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

Important

This equipment was tested for FCC compliance under conditions that included the use of shielded cables and connectors between it and the peripherals. It is important that you use shielded cable and connectors to reduce the possibility of causing radio and television interference. Shielded cables, suitable for the product range, can be obtained from an authorized dealer. If the user modifies the equipment or its peripherals in any way, and these modifications are not approved by TomTom, the FCC may withdraw the user’s right to operate the equipment. For customers in the USA, the following booklet prepared by the Federal Communications Commission may be of help: "How to Identify and Resolve Radio-TV Interference Problems". This booklet is available from the US Government Printing Office, Washington, DC 20402. Stock No 004-000-00345-4.

FCC ID: 2AGPAL0101

IC: 20911-L0101

This device complies with Industry Canada’s licence-exempt RSSs.

FCC RF Radiation Exposure Statement

The transmitters within this device must not be co-located or operating in conjunction with any other antenna or transmitter.

FCC Country Code Selection

The Country Code Selection feature is disabled for products marketed in the US or Canada. Per FCC regulations, all Wi-Fi products marketed in US must be fixed to US operation channels only.

Location of FCC ID and IC ID information on your device

The FCC ID and IC ID can be found on the label attached to the bottom side of your device.

Exposure limits

This device complies with radiation exposure limits set forth for an uncontrolled environment. In order to avoid the possibility of exceeding the radio frequency exposure limits, human proximity to the antenna shall not be less than 20 cm (8 inches) during normal operation.

Limites d'exposition

Cet équipement est conforme aux limites d'exposition aux rayonnements définies pour un environnement non contrôlé. Afin d'éviter tout dépassement potentiel des limites d'exposition aux frèquences radio, tout être humain doit rester éloigné d'au moins 20cm (8 puces) de l'antenne dans le cadre d'un fonctionnement normal.

Specific Absorption Rate (SAR) compliance

THIS WIRELESS DEVICE MODEL MEETS GOVERNMENT REQUIREMENTS FOR EXPOSURE TO RADIO WAVES WHEN USED AS DIRECTED IN THIS SECTION

This device is a radio transmitter and receiver. It is designed and manufactured not to exceed the emission limits for exposure to radio frequency (RF) energy set by the Council of the European Union and the Federal Communications Commission of the U.S. Government. These limits are part of comprehensive guidelines and establish permitted levels of RF energy for the general population.

The SAR limit set by the FCC/ IC is 1.6W/kg averaged over 1 gram of tissue for the body (4.0 W/kg averaged over 10 grams of tissue for the extremities - hands, wrists, ankles and feet). The SAR limit recommended by The Council of the European Union is 2.0W/kg averaged over 10 grams of tissue for the body (4.0 W/kg averaged over 10 grams of tissue for the extremities - hands, wrists, ankles and feet). Tests for SAR are conducted using standard operating positions specified by the FCC/IC/EU council with the device transmitting at its highest certified power level in all tested frequency bands.

Before a wireless device model is available for sale to the public, it must be tested and certified to the FCC, IC, and The Council of the European Union that it does not exceed the limit established by the government-adopted requirement for safe exposure under the recommendations of the International Commission on Non-Ionizing Radiation Protection (ICNIRP). The tests are performed in positions and locations as required by the FCC, IC, and The Council of the European Union for each model.

To maintain compliance with FCC, IC, and EU RF exposure guidelines, when you carry a TomTom device with an integrated mobile data module keep the device at least 20cm (8 inches) from your body when the device is transmitting. If you use an accessory not supplied by TomTom when you carry the device, verify that the accessory does not contain metal and keep the device at least 20cm (8 inches) from your body when the device is transmitting.

Responsible party in North America

TomTom, Inc., 2400 District Avenue, Burlington, MA 01803, Tel: 866 486-6866 option 1 (1-866-4-TomTom)

Responsible party in Chile

Avenida Apoquindo 3885, Planta 12, Las Condes, Santiago de Chile.

Responsible party in Mexico

TomTom Telematics Solutions Mexico SA de CV, Torre Diana, Rio Lerma #232, Piso 24, Colonia Cuauhtémoc, ZIP 06500, Mexico City, Mexico

IMPORTED AND MARKETED BY:

TomTom Telematics Solutions Mexico SA de CV, Torre Diana, Rio Lerma #232, Piso 24, Colonia Cuauhtémoc, ZIP 06500, Mexico City, Mexico

Customer support contact

US: 1-866-459-3499

Chile: (+56) 2 2584 7172

Mexico: (+ 52) 5559559224 / (+52) 5559559225

Emissions information for Canada

This device complies with Industry Canada license-exempt RSS standard(s). Operation is subject to the following two conditions:

- This device may not cause interference.
- This device must accept any interference, including interference that may cause undesired operation of the device.

Operation is subject to the condition that this device does not cause harmful interference.

This Class B digital apparatus complies with Canadian ICES-003. CAN ICES-3(B)/NMB-3(B)

The Country Code Selection feature is disabled for products marketed in the US or Canada.

Equipment is certified to the requirements of RSS-247 for 2.4-GHz.

IMPORTANT NOTE

IC Radiation Exposure Statement:

- This equipment complies with IC RSS-102 radiation exposure limits set forth for an uncontrolled environment.

- This device and its antenna(s) must not be co-located or operating in conjunction with any other antenna or transmitter.
- End users must follow the specific operating instructions for satisfying RF exposure compliance. To maintain with IC RF exposure compliance requirements please follow operation instruction as documented in this manual.
- This equipment should be installed and operated with minimum distance 20cm between the radiator & your body.

This equipment complies with IC radiation exposure limits set forth for an uncontrolled environment. End users must follow the specific operating instructions for satisfying RF exposure compliance. To maintain with IC RF exposure compliance requirements please follow operation instruction as documented in this manual.

Mexico

IFT: ### tbd ###.

Operation of this equipment is subject to the following two conditions: (1) this equipment or device may not cause harmful interference and (2) this equipment or device must accept all interference, including interference that may cause undesired operation.

Chile

This product has been verified by SUBSECRETARÍA DE TELECOMUNICACIONES with homologation number 0699/DFRS20103/F-50

Model numbers

TomTom LINK 105: L0101

Copyright notices

RFC1321-based (RSA-free) MD5 library

Project Home Page: http://libmd5-rfc.sourceforge.net/

Technical Specifications

Supply voltage

12 V/24 V (min. 9 V to max. 30 V)

Maximum power consumption

At 14 V: 0.025 W

At 28 V: 0,0015 W

Accessories not supplied with this device

- TomTom LINK 530/510/410

Terms and conditions: Limited warranty and EULA reference

Our terms and conditions, including our limited warranty and end user license terms apply to this product; visit tomtom.com/legal

Copyright notices

TomTom Telematics Limited Warranty

WARRANTOR

Non-U.S. and non-Canadian purchases: If you have made your purchase outside the United States and Canada, this Limited Warranty is granted by and this Limitation of Liability is stipulated for the benefit of TomTom Telematics B.V., De Ruijterkade 154, 1011 AC Amsterdam, The Netherlands.

WHAT THIS WARRANTY COVERS

1 TomTom Telematics B.V. ("TomTom") warrants to you that the Hardware will be free from defects in workmanship and materials under normal use ("Defects") for a period of one (1) year from the date that the Hardware was first purchased by you ("Warranty Period"). During the Warranty Period the Hardware will be repaired or replaced at TomTom's choice ("Limited Warranty") without charge to you for either parts or labour. This Limited Warranty covers the replacement of the Hardware only. If the Hardware is repaired after the Warranty Period has expired, the Warranty Period for the repair will expire six (6) months after the date of repair.

WHAT THIS WARRANTY DOES NOT COVER

2 The Limited Warranty does not apply to normal wear and tear, does not apply when the Hardware is opened or repaired by someone not authorized by TomTom and does not cover repair or replacement of any Hardware or part thereof damaged by: misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, non-compliance with the instructions supplied with the Hardware, neglect or misapplication. The Limited Warranty does not cover physical damage to the surface of the Hardware. This Limited Warranty does not cover any software that may accompany or be installed on the Hardware. The Limited Warranty does not cover the installation, removal or maintenance of the Hardware or any costs related herewith.

HOW TO MAKE A WARRANTY CLAIM

3 In order to make a claim of a Defect, you must contact TomTom during the Warranty Period via www.tomtom.com/telematics to explain the Defect and to obtain an RMA number (Return Materials Authorization) if necessary. You must return the Hardware during the Warranty Period, along with the RMA number provided by TomTom and an explanation of the Defect, to the address provided to you by TomTom. If a Defect arises and a valid claim under this Limited Warranty is received by TomTom after the first one hundred and eighty (180) days of the Warranty Period, TomTom is entitled to charge you for any reasonable shipping and handling costs made in connection with the repair or replacement of the Hardware. You must comply with any other return procedures stipulated by TomTom, if any.

YOUR LEGAL RIGHTS

4 Some countries may not allow the exclusion or limitation of damages. If any part of this Limited Warranty is held to be invalid or unenforceable, the remainder of the Limited Warranty shall nonetheless remain in full force and effect.

5 This Limited Warranty is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications.

6 Except for the Limited Warranty and to the maximum extent permitted by applicable law, TomTom and its suppliers provide the Hardware "AS IS AND WITH ALL FAULTS", and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of satisfactory quality, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of reasonable care and skill, all with regard to the Hardware, and the provision of or failure to provide support or other services, information, software, and related content through the Hardware or otherwise arising out of the use of the Hardware. Also, there is no warranty or condition of quiet enjoyment, quiet possession, or non-infringement with regard to the Hardware. This exclusion does not apply to:

(I) any implied condition as to title and;

(II) any implied warranty as to conformity with description.

7 This Limited Warranty does not affect any legal rights under applicable national legislation governing the sale of consumer goods.

8 This Limited Warranty cannot be transferred to any other person.

LIMITATION OF LIABILITY

9 Neither TomTom nor its suppliers shall be liable to you or to any third party for any damages either direct, indirect, incidental, consequential or otherwise (including in each case, but not limited to, damages for the inability to use the equipment or access data, loss of data, loss of business, loss of profits, business interruption or the like) arising out of the use of or inability to use the Hardware even if TomTom has been advised of the possibility of such damages.

10 Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of TomTom and any of its suppliers shall be limited to the amount actually paid by you for the Hardware.

11 TomTom shall not be liable for:

(I) any fraud on the part of its employees and/or agents; or

(II) any fraudulent misrepresentation on the part of its employees and/or agents.

12 Notwithstanding the above, neither party's liability for death or personal injury resulting from its own negligence shall be limited.