

MyFord® Mobile Terms and Conditions

MyFord® Mobile is a smartphone-compatible application (or “App”) and website, intended to extend both vehicle accessibility and trip planning activities to the comfort and convenience of locations outside the vehicle. MyFord® Mobile is published by Ford Motor Company, 1 American Road, Dearborn, Michigan 48126 United States of America (hereafter “Ford”) and operated by Ford on behalf and at the direction of your local Ford affiliate including your local Ford Company.

MyFord® Mobile is available for use with certain equipped electrified vehicles produced by Ford or its affiliated companies for sale and operation in the United States of America (excluding U.S. territories), select European markets, and Canada. Your access to and use of MyFord® Mobile, including its services and features (“Features”), are subject to these Terms and Conditions and all policies and guidelines, including www.MyFordMobile.eu for Europe, the MyFord® Mobile App Privacy Statement, and License Agreements, hereafter collectively the "Terms and Conditions."

If your electrified vehicle is equipped with a Telematics Control Module (also known as an embedded modem), MyFord® Mobile allows access to the following MyFord® Mobile Features:

- Charge Programming,
- Control My Car,
- My Car Info and Alerts.

1. Acceptance and Modification of Terms and Services

a. Acceptance of Terms and Conditions

By indicating your consent when requested, you the user ("User", "I", "you", "your") agree to be bound by these Terms and Conditions whether or not you have read them. If you do not agree to these Terms and Conditions, you will be unable to run or activate the MyFord® Mobile Features. You must be at least 18 years old, or the age of majority, as determined by the laws of your state, nation or province of residency, to accept these Terms and Conditions and assume the obligations set forth in these Terms and Conditions. Further, you agree to make all other drivers, passengers or guests of your vehicle aware of these Terms and Conditions and subject to these Terms and Conditions. You are solely responsible for the use MyFord® Mobile and its Features for your vehicle, even if you are not the one using MyFord® Mobile or Features and even if you claim later that another person's use was not authorized. You can stop using MyFord® Mobile at any time without any further consequences, should you wish to do so.

By activating and using MyFord® Mobile, you represent that you possess a valid driver's license for operating a vehicle in your country of residence.

b. Modification of Terms and Conditions

Ford may at its sole discretion, with or without notice, modify these Terms and Conditions at any time and such modifications will be effective immediately upon being posted. If we change these Terms and Conditions, we will notify you of the changes. Where the changes will have a

fundamental impact on the nature of the processing or otherwise have a substantial impact on you, we will give you sufficient advance notice so that you have the opportunity to exercise your

rights (e.g. to object to the processing. **If you do not agree to the Terms and Conditions or any modification of the Terms and Conditions, then you must immediately stop using MyFord® Mobile.**

c. Retaining a Copy of These Terms and Conditions

If you want to retain a copy of these Terms and Conditions, please visit <https://www.myfordmobile.com/legal/index.html> and save or print them.

d. Modification of MyFord® Mobile

Ford may make changes to the content of MyFord® Mobile with or without notice at any time. Many different and changing considerations affect the availability, cost and quality of information services. Accordingly, Ford reserves the unrestricted right to change, rearrange, add, or delete any content or Features, with or without notice to you. You always have the right to cancel your subscription to MyFord® Mobile if you do not accept any change, or for any reason. Your continued use of MyFord® Mobile and its Features following any changes will constitute your acceptance of such changes.

2. Services

a. Service Registration

In order to use the MyFord® Mobile Features you must have an activated MyFord® Mobile account. You can create a MyFord® Mobile account on www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe), or on your mobile device's MyFord® Mobile App by using a valid email address with which you wish to link to your MyFord® Mobile account. In order to activate your MyFord® Mobile account you must register your vehicle identification number (VIN) or the Radio Electronic Serial Number (which can be found on the radio's menu). If you are the first person to associate the VIN of a vehicle equipped with an embedded modem to a MyFord® Mobile account, you will be required to confirm this association through an in vehicle messages. Account owners can add additional users within their own account. If you link your MyFord® Mobile account to the VIN of a vehicle you do not own or lease, you confirm you are the authorized user of the vehicle and may enter into this agreement on that basis. This subscription is transferable to a subsequent eligible vehicle owner. Should the need arise you can delete the vehicle from your email address and a new owner can then associate the vehicle with a new email address via the MyFord® Mobile App. The credentials you create as part of your account may also be utilized on certain Lincoln and other Ford Motor Company sites.

b. Embedded Modem Software Updates

As part of the MyFord® Mobile embedded modem subscription service, Ford may remotely update the software ("Software") in the embedded modem and/or in the vehicle's operating system ("System"). You agree that Ford, its affiliates, service providers, and/or designated agents may periodically check the version of the Software and/or System components in the vehicle and may remotely deliver Software updates, upgrades, supplements, or changes to the Software without any further notice or additional consent. For example, these updates or changes may enhance safety or security, provide improved functionality or may maintain the proper operation of the vehicle. Certain functionality may be limited or interrupted during the delivery of these Software

updates or changes. These Software updates or changes may affect or erase data that you have stored in the vehicle. Ford is not responsible for any affected or erased data due to a Software update or change. You agree to use the Software updates or changes in accordance with the

vehicle software End User License Agreement (“EULA”) found within the vehicle’s Owner Guide, including any additional EULA terms accompanying the Software updates or changes.

You may withdraw consent from receiving the Software updates or changes at any time by removing the VIN from all of your associated MyFord® Mobile accounts or performing a vehicle master reset. If you have any questions or need assistance, please contact the Customer Relations Center (see Privacy Statement Section 7(b), below, for contact details). Ford is seeking and obtaining consent to provide Software Updates on its behalf and on behalf and at the direction of your local Ford affiliate including your local Ford Company (see Section 7(b) below for details of your local Ford Company).

c. Complimentary Service Period

MyFord® Mobile includes a complimentary subscription that activates with vehicle sale date, requires compatible 3G mobile network connectivity, and is subject to 3G network availability. Evolving technology/mobile networks may affect future functionality. Message and data rates may apply. Refer to www.myfordmobile.com (for North America) or www.MyFordMobile.eu (for Europe) for further details. This complimentary service is available for original owners and is fully transferrable to subsequent owners. Ford reserves the right to cancel your connectivity services at any time:

- if you are found not to be eligible,
- if you violate or breach any of these terms, or
- for any other reason in Ford's sole discretion.

No refunds will be given if MyFord® Mobile is cancelled or network connectivity services are no longer available.

d. Profile Information

MyFord® Mobile allows you to set profile information and preferences in your account at www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe) or via the MyFord® Mobile App. You will be able to request alerts/notifications and save locations, including charge stations for use when seeking directions. You may not create names that are profane or obscene. Ford reserves the right to remove and/or discontinue service if profane or obscene names are used, and to determine, in its sole discretion, what content constitutes profane or obscene. **Note, if you’re a European resident all profile information you provide is transferred from the European Economic Area (“E.E.A.”) and stored, processed and made available to Ford and to other companies such as Ford’s service providers in the United States; Ford requires that such service providers provide a no less stringent level of protection in order to provide the Features and requested services.**

e. Modification, Restriction, or Termination of Accounts or Services

Ford, at its sole discretion, without prior notice, reserves the right to:

- terminate or restrict use of accounts;
- modify, restrict, or discontinue the service without notice; and
- remove or edit content.

It is the responsibility of the owner to delete/transfer the MyFord® Mobile account. All service appointments and associated vehicle services are the responsibility of you and your dealer and should be handled in accordance with your dealer's service policy. Once you have activated MyFord® Mobile, you may deactivate the account by performing a factory reset, deleting any vehicles associated with the account, or by allowing another user to assume the account and deleting yourself from it at www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe). If the vehicle, and its associated VIN, is preowned, we recommend that you perform a master reset upon taking possession of the vehicle to remove it from any existing MyFord® Mobile accounts. Once you have performed the master reset, you can associate the VIN with your MyFord® Mobile account.

f. Charges

MyFord® Mobile is offered complimentary. However, cell phone airtime and data usage charges may apply when using MyFord® Mobile.

3. Scope and Availability

a. Availability in US, EU and Canada

MyFord® Mobile is available in the United States (excluding U.S. Territories), Canada, and select European markets. Not all Features or services will be available in all markets and coverage is limited to your cellular phone coverage.

b. Third Party Data Services

MyFord® Mobile uses data from third parties to provide services and the data provided, including maps, may not always be accurate. Ford is not responsible in any way for any data provided by third parties. Maps used by this system may be inaccurate because of changes in roads, traffic controls or driving conditions.

c. Service Interruptions

MyFord® Mobile may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions and other reasons, which Ford cannot control. Service might also not be available in certain places (e.g., in tunnels, parking garages, or within or next to buildings), near other technologies, network coverage, or during the delivery of a Software update or change. Ford is not responsible for any interruptions of MyFord® Mobile or its Features.

4. Vehicle Safety

Warning: Operating MyFord® Mobile while driving could distract your attention away from the road, which could lead to an accident and serious injury. Do not change MyFord® Mobile settings or enter data while driving. Stop the vehicle in a safe and legal manner before attempting these operations.

Note: Always take your key or key fob with you when you leave your vehicle. Remote unlock may

not function during service interruptions or if the battery is too low.

a. Prolonged Views of Screen

Do not access any function requiring a prolonged view of the screen while you are driving. Pull over in a safe and legal manner before attempting to access a function of the system requiring prolonged attention. Even occasional short scans to the screen may be hazardous if your attention has been diverted away from your driving task at a critical time.

b. Navigation Features

Any navigation features included in the system are intended to provide instructions to get you to a desired destination. Please make certain all persons using this system carefully read and follow instructions and safety information fully.

c. Distraction Hazard

Any navigation features may require manual (non-verbal) setup. Attempting to perform such setup or insert data while driving can seriously distract your attention and could cause an accident or other serious consequences. Stop the vehicle in a safe and legal manner before attempting these operations.

d. Driver Judgment

Any navigation features are provided only as an aid. Make your driving decisions based on your observations of local conditions and existing traffic regulations. Any such feature is not a substitute for your personal judgment. Any route suggestions made by this system should never replace any local traffic regulations or your personal judgment or knowledge of safe driving practices.

e. Route Safety

When using MyFord® Mobile maintain your hands on the wheel and your eyes on road. Driving while distracted can result in loss of vehicle control, accident and injury. Ford strongly recommends that drivers use extreme caution when using any device that may take their focus off the road. The driver's primary responsibility is the safe operation of their vehicle.

Always use street signs, good judgment and obey traffic laws. Any navigation features are provided only as aids. Make your driving decisions based on your observations of local conditions and existing traffic regulations. Any such feature is not a substitute for your personal judgment. Any route suggestions made by this system should never replace any local traffic regulations or your personal judgment or knowledge of safe driving practices. Do not follow the route suggestions if doing so would result in an unsafe or illegal maneuver, if you would be placed in an unsafe situation, or if you would be directed into an area that you consider unsafe. The driver is ultimately responsible for the safe operation of the vehicle and therefore, must evaluate whether it is safe to follow the suggested directions.

f. Emergency Services

Do not rely on any navigation features included in the system to route you to emergency services. Ask local authorities or an emergency services operator for these locations. Not all emergency services such as police, fire stations, hospitals and clinics are likely to be contained in the map database for such navigation features.

g. Messaging

MyFord® Mobile may send text messages or Push Notifications to the driver's cell phone. Such messages are intended to be read in a safe manner, such as when the vehicle is not moving. Do not read text messages or Push Notifications while driving. You agree to comply with all applicable federal, local and provincial, state or national laws.

5. Text Messages or Push Notifications

a. Registration

Based on the notifications preferences that you select at www.MyFordMobile.com (for North America) or www.myfordmobile.eu (for Europe), MyFord® Mobile may send SMS (text) messages or Push Notifications to your registered mobile phone. By enabling text messages or Push Notifications you:

- certify that you are the mobile phone account holder or have the account holder's permission to do so and,
- expressly consent to MyFord® Mobile sending and you receiving text messages or Push Notifications in accordance with the MyFord® Mobile App Privacy Statement.

Message and Data Rates may apply.

b. Opt-Out

Ford is obtaining your consent on behalf of MyFord® Mobile. The contact mailing address, telephone number and email address for MyFord® Mobile are set out in the MyFord® Mobile App Privacy Statement, below. You may opt-out of receiving MyFord® Mobile text messages at any time by calling your local Ford Customer Relationship Center (please see Section 7(b) below for local contact information) or in North America at 1-800-392-3673. You may opt-out of receiving Push Notifications by turning them off in your mobile phone's settings or by turning off notifications in the App.

6. Account Security and Passwords

You are entirely responsible for maintaining the confidentiality of your MyFord® Mobile account information, including your password, and for any and all activity that occurs under your account. You agree to notify Ford immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by Ford or your dealer due to someone else using your user name, password, cell phone number, or account.

You may not use anyone else's user name, password, VIN, email address, cell phone number, or account at any time without the express permission and consent of the holder of that user name, password, VIN, email address, cell phone number, or account. To the fullest extent allowed by applicable law, Ford and your dealer cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

7. Privacy Statement

a. MyFord® Mobile App Privacy Statement

For U.S. users, this Privacy Statement supplements the U.S. Ford Motor Company Privacy Policy,

including Connected Vehicle Privacy, located at <https://www.ford.com/help/privacy/>, which describes California Privacy rights of California residents as of January 1, 2020.

Ford Motor Company (“Ford”, “us,” “it,” “we” or “our”) respects your privacy and is committed to protecting it. The following disclosure (“Privacy Statement”) sets out the basis on which any personally identifiable information we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personally identifiable information and how we will treat it. It is through this disclosure that Ford intends to provide you with a level of comfort and confidence in how it collects, uses, and safeguards personal and other information updated MyFord® Mobile App Privacy Statement Effective it collects or that you provide, and how you can contact us if you have any questions or concerns. It is our sincere hope that by explaining our data handling practices Ford will develop a trusting and long-lasting relationship with you.

This Statement (together with our Terms and Conditions and all policies and guidelines, including the Privacy Statement on www.MyFordMobile.eu for Europe, and License Agreements) applies to your use of the MyFord® Mobile App digitally distributed and available at a public app marketplace (“App Store”), once you have downloaded the App onto your mobile telephone or handheld device (“Device”), inclusive of the features or services accessible through the App (“Features”), unless the Terms and Conditions states that a separate privacy statement applies to a particular Feature, in which case that privacy statement only applies. If we change these Terms and Conditions, we will notify you of the changes.

b. Information Collected Through MyFord® Mobile

When you activate your MyFord® Mobile account, we collect information about you, including your email address and the cellular number to which you wish to link your service, and you will be required to provide your name during the registration process.

We and our MyFord® Mobile service providers may collect, use, process, store, and share GPS and speed data (such as your vehicle’s current location, and travel direction), vehicle status and information (e.g. vehicle identification number, the embedded modem serial number, the ID of the key in use, tire pressure, fuel level, battery status, oil level, status of windows, doors, door locks, alarm and battery charge information), and driving characteristics (e.g. seat belt warning, accelerator pedal position and brake pedal position). This data will be collectively referred to as “vehicle information”.

We and our MyFord® Mobile service providers may collect, use, process, store, and share details about your requests (referred to as “service details”), including:

- your cell phone number, if provided,
- type of request,
- address information for driving direction requests, and
- other information you have provided.

We use the personal information we collect about you through the App and from the vehicle(s) that you connect to it to provide you with the Services, including those described above. We also use it for other legitimate purposes, such as to:

- provide you with great functionality and services;
- allow you to control certain vehicle features;
- fulfil your requests and deal with your enquiries;
- manage and improve our business and our relationship with you;
- assess the quality of the services we and dealers provide, and the services our suppliers provide to us or on our behalf; send you marketing material in line with your communications preferences;
- personalize your experience and the marketing you receive;
- troubleshoot problems;
- conduct research and develop new and improved products, services, and business and marketing strategies;
- comply with legal requirements or requests from public authorities;
- protect or defend our or another's rights or property;
- protect individuals' personal safety; and
- detect, prevent, or otherwise address fraud, security, safety, or privacy issues.

Vehicle information and service details may be linked to you or the email address you have linked to MyFord® Mobile. We may send you email notifications at the email address you provide confirming your requests or actions, such as registration and removal of vehicle(s) and password resets, enabling you to notify us if you did not make the request or perform the action.

You will be provided with an in-vehicle notice regarding GPS containing language such as the following: "MyFord® Mobile is active. It enables GPS vehicle location mapping. Please advise occupants. See Owner Guide for more information. By pressing continue or by driving you agree to GPS mapping."

c. On what lawful grounds do we use your information?

There are several lawful grounds on which we may use your information:

- as described above, we need to use certain information about you in order to perform our contract with you by providing you with the Services you have requested, for example to enable your use of the charging features; to allow you to control certain vehicle features; to fulfil requests you have made in the App; to troubleshoot problems; and to send you transactional communications;
- we often have a legitimate interest in processing your information for certain purposes, for example to provide you with great functionality and services; to personalize your experience and the marketing you receive; to predict which Ford products or services could be of interest to you; to manage and improve our business and our relationship with you; to assess the quality of the services we and dealers provide, and the services our suppliers provide to us or on our behalf; to develop new and improved products, services, and business and marketing strategies; to conduct research; to protect or defend our or another's rights or property; or to detect, prevent, or otherwise address fraud, security, safety, or privacy issues. When we process personal information to meet our legitimate interests, we put in place robust safeguards to ensure that your privacy is protected and to ensure that our legitimate interests are not overridden by your interests or fundamental

rights and freedoms;

- In certain situations, we will ask you for your consent to use your information for specific purposes, for example to use your location. Where we rely on consent to use your personal information, you have the right to withdraw that consent at any time. Please see the 'Your rights...' section above for more details;
- In certain circumstances, we may need to use your information where we believe it necessary to comply with a legal obligation;
- In certain circumstances, we may need to use your information where we believe it necessary to protect someone's safety or vital interests; and
- In certain circumstances, we may need to use your information for certain purposes which are in the public interest.

d. Where Your Information is Stored

Your personal information is stored locally on your mobile device, and on servers operated by us and our service providers. Your personal information will be treated in accordance with local law concerning data protection and may be transferred within the European Economic Area ("EEA"), as well as to countries outside the EEA (including to the USA). The countries to which we transfer your personal information may not be regarded by the European Commission as ensuring an adequate level of protection for personal information. As a result, when we transfer your personal information outside the EEA we will put in place appropriate safeguards in accordance with our legal obligations to ensure that your personal information is adequately protected, irrespective of the country to which it is transferred. These safeguards may include obtaining contractual assurances from any third party given access to your personal information that your personal information will be protected by standards which are equivalent to those that protect your personal information when it is in the EEA. If you would like to know more about how we protect your personal information when it is transferred outside the EEA, or to obtain a copy of the safeguards we put in place to protect your personal information when it is transferred, please contact us (see How to Contact Us section).

e. Information Shared with Third Parties

You understand and consent to your personally identifiable information being shared with MyFord® Mobile service providers including mapping and cloud network providers. Ford's MyFord® Mobile service providers are required to keep personally identifiable information confidential and are not permitted to use this information for any other purpose than to carry out the service they are performing for Ford.

Ford will not share any personally identifiable information associated with the App with other third parties for their independent use, however we may share your personally identifiable information where we believe this is necessary in order to comply with a legal requirement or requests from public authorities; to protect or defend our or another's rights or property; to protect individuals' personal safety; or to detect, prevent, or otherwise address fraud, security, safety, or privacy issues. In the circumstances listed above, Ford and its service providers may disclose personally identifiable information, without notice. If you do not consent to this, do not activate or use MyFord® Mobile. Should you wish to withdraw your consent at a later time, then you must immediately stop using MyFord® Mobile and delete your account.

f. De-Identified, Non-Personally Identifiable Information

Ford may de-identify certain information collected in connection with the service (De-Identified Information). This De-Identified Information does not contain any personally identifiable information. De-Identified Information may be used for any purpose by Ford, Ford affiliates, and selected contractors globally. If you do not consent to the use of De-Identified Information, do not activate or use MyFord® Mobile. Should you wish to withdraw your consent at a later time, then you must immediately stop using MyFord® Mobile and delete your account.

g. Privacy of Communications Over Wireless Networks

Because MyFord® Mobile provides service through wireless networks, we cannot promise that your communications will not be intercepted by others. You agree that to the fullest extent allowed by applicable law we will not be liable for any damages for any loss of privacy occurring in communication over such networks.

Although we will do our best to protect your personally identifiable information, we cannot guarantee the security of your personally identifiable information transmitted to our sites; any transmission is at your own risk. When you send personally identifiable information to us “Secure Socket Layers” (or “SSL”) or similar technologies are used to protect your personally identifiable information while in transit.

All personally identifiable information you provide to us or is collected from your vehicle is encrypted in transit and stored on our service provider’s secure servers. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access. Where we have given you (or where you have chosen) a password that enables you to access certain parts of the App or Features, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

h. How long do we keep your information?

We only keep your information in identifiable form for as long as is necessary for the purposes set out in this Privacy Statement. This generally means holding the information for as long as one of the following apply:

- your information is reasonably required in order to provide the Services to you;
- your information is reasonably required in order to satisfy the purpose for which you submitted or we collected the information;
- your information is reasonably required in order to protect and defend our rights or property (this will generally be the length of the relevant limitation period in your jurisdiction); Or
- we are otherwise required to keep your information by applicable laws or regulations.

i. Children’s Privacy

The App does not knowingly collect personal information from children under 16 years of age.

8. Liability and Disputes

a. Limitation of Liability

To the fullest extent allowed by applicable law, Ford, its affiliates including your local Ford

Company or subsidiaries or dealers, and any of its respective directors, officers, employees, agents, or other representatives shall not be liable for any direct, indirect, special, incidental, consequential, punitive, or aggravated damages (including without limitation, damages for loss of data, income, profit, loss of or damage to property, and third-party claims), or any other damages of any kind, arising out of, or in connection with, MyFord® Mobile; any materials, information, qualification, and recommendations appearing in MyFord® Mobile; any software, tools, tips, products, or services offered through, contained in, or advertised on MyFord® Mobile; any link provided on MyFord® Mobile; or breach of any account and password, whether or not Ford has been advised of the possibility of such damages. Furthermore, in no event shall any MyFord® Mobile provider be liable for any indirect, special, incidental, consequential, punitive, or aggravated damages (including without limitation, damages for loss of data, income, profit, loss of or damage to property, and third party claims) arising from or in connection with the use or performance of such services. This exclusion of liability shall apply to the fullest extent permitted by applicable law. This provision shall survive the termination of your right to use MyFord® Mobile. By using MyFord® Mobile, you acknowledge that you will **be fully liable for all damages resulting directly or indirectly from the use of MyFord® Mobile. THERE ARE NO WARRANTIES PROVIDED IN CONNECTION WITH MYFORD® MOBILE OTHER THAN THOSE THAT MAY EXPRESSLY BE PROVIDED FOR YOUR NEW VEHICLE.**

b. Indemnification

You agree to indemnify and hold harmless Ford and its affiliates including your local Ford Company and subsidiaries, their respective distributors, dealers, dealer associations and advertising and promotions agencies, together with their respective directors, officers and shareholders, employees, agents, or other representatives from and against all the claims, liabilities, damages and expenses, including all legal fees and costs arising out of your use of MyFord® Mobile or its services or Features, your breach or alleged breach of these Terms and Conditions, Privacy Statement, License Agreements, or associated notices, and/or your breach or alleged violation of the intellectual property or other rights of third parties. Ford reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and, in such case, you agree to cooperate with Ford's defense of such claim. You acknowledge and agree that Ford has no responsibility or obligation in the investigation, defense, settlement or discharge of a third party's intellectual property infringement claim. This provision shall survive the termination of these Terms and Conditions and of your right to use MyFord® Mobile.

c. Dispute Resolution

All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to:

- these Terms and Conditions, Privacy Statement, License Agreements, and associated notices;
- errors associated with MyFord® Mobile;
- any advertisement or promotion relating to MyFord® Mobile, its services or Features, or the MyFord® Mobile App;
- MyFord® Mobile transactions; or
- the relationship which results from these Terms and Conditions (including relationships with third parties who are not party to these Terms and Conditions) (collectively "Claims"), will be referred to and determined by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules

for the resolution of consumer-related disputes, or under other mutually agreed procedures pursuant to the applicable U.S. law.

Because this method of dispute resolution is personal, individual and provides the exclusive method for resolving such disputes, you further agree, to the extent permitted by applicable laws, to waive any right you may have to commence or participate in any class action or classwide arbitration against Ford related to any Claim. This provision shall survive the termination of your right to use MyFord® Mobile.

Notwithstanding the above, for MyFord® Mobile customers in the Netherlands, this Section 8 (c) is subject to Ford allowing you a period of at least one month from the date when it had invoked this stipulation in writing against you to opt for dispute resolution by the court having jurisdiction under the applicable law.

d. Governing Law

Unless and to the extent local and/or applicable law requires otherwise, these Terms and Conditions shall be governed by and interpreted in accordance with the substantive laws of the State of Michigan, United States of America without regard to any conflicting choice of law provisions. You consent to the exclusive personal jurisdiction and venue of any state or federal court located in Wayne County, Michigan to the extent that any court proceedings are commenced, provided, however, that the foregoing shall not in any way diminish or limit any mediation and arbitration provisions set forth in these Terms and Conditions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Notwithstanding the above, these Terms and Conditions should be read in conjunction with mandatory national consumer and data protection laws applicable in your usual place of residence. Courts under the jurisdiction of your usual place of residence are competent for any action arising from the use of MyFord® Mobile or these Terms and Conditions. For MyFord® Mobile customers in the Netherlands, this Section 8 (d) is subject to Ford allowing you a period of at least one month from the date when it had invoked this stipulation in writing against you to opt for dispute resolution by the court having jurisdiction under the applicable law.

9. MyFord® Mobile License Agreements

Unless and to the extent indicated otherwise, the App (including past, present and future versions) and all content that is included in, on or that are otherwise a part of the App (the "Materials") are owned, controlled or licensed by Ford, its subsidiaries or affiliates. The contents of the App, including the selection, coordination and arrangement of the App, are protected by worldwide copyright, trademark, patent, trade secret, or other proprietary rights, laws and treaty provisions whether or not a copyright notice or other proprietary mark is present. You agree to comply with all copyright laws worldwide in your use of this App and to prevent any unauthorized copying of its content, source code, or Materials. Except as expressly provided herein, Ford does not grant any express or implied right to you under any patents, trademarks or copyrights.

Subject to your continued compliance with these Terms and Conditions, Ford grants you a nonexclusive, non-transferable, limited right to access, view, use, display and listen to this App for your personal, non-commercial use only. Ford authorizes you to download the App only for your personal, non-commercial use. All rights, title and interest in the App not expressly granted

to you in these Terms and Conditions are reserved by Ford and its subsidiaries and affiliates, and/or its licensors. You agree not to dispute Ford's claims of ownership or validity of its rights regarding this App or Features.

Ford may suspend or terminate any and all of your rights and authorization at any time for any reason. If you violate any of the Terms and Conditions, your rights under this Section will immediately terminate and Ford may terminate your access to MyFord® Mobile without notice and without any refund of fees, if applicable. Any right or authorization granted to you by Ford is subject to the following obligations and restrictions:

1. you must retain all copyright and other proprietary notices contained herein and on any permissible copy;
2. you may not copy, reprint, modify, distribute, translate, port, publish, sublicense, assign, transfer, sell, lease or otherwise distribute the Materials in any way or reproduce or publicly display, perform, or otherwise use them for any public or commercial purpose;
3. you may not, nor allow third parties on your behalf to, commercially exploit the App, Features, or underlying data, including without limitation, creating derivative works of the content, Features, Materials, use any data mining, robots, or similar data gathering and extraction tools on the App, create a database, systematically download, store any or all of the materials from the App or websites, link or frame any portion of the materials, extract, derive or attempt to extract or derive any source code or structure of all or any portion of the materials or the App by reverse engineering, disassembly, decompilation or any other means;
4. you may not transfer the App to any other person unless it is for that individual's personal, non-commercial use and you give them notice of, and they agree to accept, the obligations arising under these Terms and Conditions;
5. you may not use the App with other content or in a manner that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions, nor may your use victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
6. you may not use the App with other content or in a manner that impersonates any person, business or entity, including Ford, its affiliated companies or affiliated third parties, and its and their employees and agents;
7. you may not interfere, try to interfere, disrupt, or try to disrupt the Ford servers or networks, or disobey any network access or security requirements, policies, directives, procedures, or regulations of Ford;
8. you may not use the App as a means to engage in conduct that reflects poorly upon, disparages or devalues Ford's reputation or goodwill, as determined in Ford's sole discretion;
9. you may not use the App with other content or in a manner that is in conjunction with adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol; and
10. if you are not the bill payer for the mobile telephone or handheld device being used to access the App, you will be assumed to have received permission from the bill payer to use the App or Features.

11. Owner's Guide

Before using your system, read and follow all instructions and safety information provided in the

end user manual ("Owner's Guide"). Not following precautions found in this Owner's Guide can lead to an accident or other serious consequences.

When kept in the vehicle, the Owner's Guide will be a ready reference for you and other users unfamiliar with the system. Please make certain that before using the system for the first time, all persons have access to the Owner's Guide and read its instructions and safety information carefully.

12. More Information

For more information on MyFord® Mobile, please see www.MyFordMobile.com (for North America) or www.MyFordMobile.eu (for Europe). If you have any questions, concerns or complaints, please contact your local Ford Customer Relationship Center (please see section 7b for contact information).

By indicating your consent when requested, you the user ("User", "I", "you" or "your") agree to be bound by these Terms and Conditions whether or not you have read them. If you do not agree to these Terms and Conditions, you will be unable to run or activate the MyFord® Mobile Features. By accepting these Terms and Conditions you represent that you are at least 18 years old, or the age of majority, as determined by the laws of your state, nation or province of residency, to accept these Terms and Conditions and assume the obligations set forth in these Terms and Conditions. Further, you agree to make all other drivers, passengers or guests of your vehicle aware of these Terms and Conditions and subject to these Terms and Conditions. You are solely responsible for the use of the MyFord® Mobile App and its Features for your vehicle, even if you are not the one using the MyFord® Mobile App or Features, and even if you claim later that another person's use was not authorized.

You must agree to these Terms and Conditions before you can access MyFord® Mobile. MyFord® Mobile is intended to deliver content and by downloading MyFord® Mobile and selecting what content you wish to receive you are soliciting such content and consenting to its receipt. Please be advised that in connection with your use of MyFord® Mobile, airtime rates may apply. Also, when you activate MyFord® Mobile, we collect information about you, including your email address and the cellular number to which you wish to link your service, and you will be required to provide your name during the registration process. In certain cases, vehicle location data, such as GPS, may be collected, which may be used to determine speed and travel direction. See the MyFord® Mobile App Privacy Statement, above. Further, please note that to the fullest extent allowed by applicable law, in no event shall Ford or any MyFord® Mobile provider be liable for any direct or indirect, special, incidental, consequential, punitive, or aggravated damages (including without limitation, damages for loss of data, income, profit, loss of or damage to property, and third party claims) arising from or in connection with the use or performance of MyFord® Mobile. Also, by using MyFord® Mobile, you agree to indemnify and hold harmless Ford and its affiliates and subsidiaries, its respective distributors, dealers, dealer associations and advertising and promotions agencies, together with their respective directors, officers and shareholders, employees, agents, or other representatives from and against all the claims, liabilities, damages and expenses, including all legal fees and costs arising out of your use of MyFord® Mobile, its services or Features, your breach or alleged breach of these Terms and Conditions, Privacy Statements, License Agreements, or associated notices, and/or your breach or alleged violation of the intellectual property or other rights of third parties.

Effective Date: March 5, 2020.

Acknowledgements

The MyFord® Mobile App includes software licensed under the Apache 2.0 license and developed by the following:

Copyright 1999-2014 Apache Software Foundation.

Copyright (C) 2012-2013 Square, Inc.

Copyright (C) 2010-2012 The Android Open Source Project.

@author Alexander Y. Kleymenov

With parts by Mark Miller, Copyright (C) 2011 Google Inc.

Copyright 2010 The Closure Compiler Authors.

Copyright (c) 2008 Google.

Copyright (c) Microsoft Corporation. All rights reserved.

Copyright 2013 Canonical Ltd.

Copyright (c) 2013-2015 by appPlant UG. All rights reserved. Copyright 2013

Research in Motion Limited.

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0>.

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS-IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

The MyFord® Mobile App includes software developed by: Copyright 2009 Matt Gallagher. All rights reserved.

The MyFord® Mobile App includes software developed by:

Copyright (c) 2012, Artur Adib <aadib@mozilla.com>All rights reserved.

You may use this project under the terms of the New BSD license as follows:

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the name of Artur Adib nor the names of the contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS"

AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

ARE DISCLAIMED. IN NO EVENT SHALL ARTUR ADIB BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER, CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT,

STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The MyFord® Mobile App includes software developed by the following:

Copyright (c) 2008 Ariel Flesler - aflesler(at)gmail(dot)com. <http://flesler.blogspot.com> Licensed under BSD (<http://www.opensource.org/licenses/bsd-license.php>) Date: 5/15/2008.

Copyright © 2010–2014 Vladimir Agafonkin, 2010–2011 CloudMade. Maps © OpenStreetMap contributors. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Copyright (c) 2010-2011, Christian Johansen, christian@cjohansen.no. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the name of Christian Johansen nor the names of his contributors may be used to endorse or promote products derived from this software without specific prior written permission.

Copyright 2009-2011 Urban Airship Inc. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE URBAN AIRSHIP INC ``AS IS" AND ANY EXPRESS

OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL URBAN AIRSHIP INC OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The MyFord® Mobile App includes software licensed under the MIT license and developed by the following:

Copyright (c) 2015 Eddy Verbruggen

Tim Wood, Iskren Chernev, Moment.js contributors, momentjs.com, Copyright (c) 2011-2012 Tim Wood.

Copyright (c) 2009-2013 Jeremy Ashkenas, DocumentCloud Inc.

HTML5 Shiv v3.6.2 | @afarkas @jldalton @jon_neal @rem | MIT/GPL2 Licensed. Ford chooses to use HTML5 Shiv v3.6.2 under the MIT license.

Copyright (c) 2012 Scott Jehl and Filament Group, Inc.

Copyright (c) 2011 Jan Mühlemann

Copyright (c) 2013 phonostar

Copyright (c) 2012 Jack Moore - jacklmoore.com

Copyright (c) 2013 "Cowboy" Ben Alman, <https://github.com/cowboy/jquery-tiny-pubsub>.

Copyright 2011, John Resig, Dual licensed under the MIT or GPL Version 2 licenses. Ford chooses to use jQuery JavaScript Library v1.5.1 under the MIT license. Includes Sizzle.js, <http://sizzlejs.com/>, Copyright 2011, The Dojo Foundation, Released under the MIT, BSD, and GPL Licenses. Ford chooses to use Sizzle.js under the MIT license.

Copyright 2012 jQuery Foundation and other contributors, includes Sizzle.js, <http://sizzlejs.com>.

Copyright (c) 2012 Adobe Systems, inc., portions Copyright (c) 2012 Olivier Louvignes

Copyright (c) 2012 Bob Easterday, Adobe Systems

Copyright (c) 2010 Ryan McGrath

Copyright (c) 2012 Artur Adib

Copyright 2009–2013 Kristopher Michael Kowal

Copyright 2009–2012 Kristopher Michael Kowal. All rights reserved. With parts

by Tyler Close, Copyright 2007-2009 Tyler Close

Copyright 2009, 2010, 2011 Isaac Z. Schlueter. All rights reserved

MIT License:

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

06262018