

TERMS AND CONDITIONS OF USE OF THE FORD SERVICE APP

1. Scope and purpose

The Ford Service App (hereinafter referred to as the "App" or "Service App") is offered by Ford Motor Company Limited ("Ford") and published by Ford Motor Company.

The App combines a number of useful features to provide users with key information, assistance and more when travelling. Further details about the App's characteristics and functionality are set out below.

The App is compatible with [Android devices, and requires [# 2.3 or later]. To use certain content and functions provided in the App, you will need to be able to access the internet from your device and/or make telephone calls. You will also need to ensure that your language and region setting are set correctly.

The App is offered to you by Ford without charge (i.e. for free). However, use of certain content and functions within the App may involve a cost to you. Examples include communication charges from your network operator for accessing the internet and/or making telephone calls (including any roaming charges when outside of the UK), or the cost of assistance in the event of a breakdown.

Ford hereby enables customers (hereinafter referred to as "Users") to use the content and functions provided in the App and to do so on the basis of these terms of use ("Agreement") and other respective legal regulations when the App is in operation.

You hereby consent to immediate performance of this Agreement and acknowledge that you will lose your right of withdrawal from the Agreement once the download or streaming of the digital content has begun.

2. Limitations of use

The services offered in the App must not be used by a driver while driving so as not to distract the driver from what is happening on the road. The Road Traffic Act 1988 must be observed.

3. Amendments to the terms of use and scope of services of the Ford Service App

Ford reserves the right to amend the terms of use. The User is expressly referred to any amendment in the terms of use via the App and asked to accept any amended terms of use. In this regard, the User must observe the respective up-to-date version of the terms of use.

Ford reserves the right to at any time expand or reduce the App's scope of services or to amend its functionality. The User should not continue to use the App if they object to the amended terms of use or the amended App.

4. Unauthorised use

When using the App and when commenting and rating the App copyright, name-related and trademark rights and other rights of Ford and third parties (including any rights to personal privacy) must be observed. The User acknowledges that they have no rights in, or to, the App other than the right to use the App in accordance with these terms. The User shall refrain from any improper use of

the App; in particular, the User shall not integrate the App or a part of it into other websites, whether private or commercial, or use the App commercially.

5. Notification of possible infringements and prohibited content

a. Ford respects the rights of third parties and applicable law. The user of the App is required to do the same.

b. If the User or a person affected by a User's entry considers that the App content infringes upon their rights or violates these terms of use or applicable law, Ford requests an immediate notification of this to editing team using the contact details which can be found in the App.

Should this happen, Ford requires the following information:

- Identification data of the person under suspicion of illegal use of the App; a description/identification of the relevant content and where it can be found on the app store website.
- If entries by Users come under suspicion of an infringement of copyright, intellectual copyright, privacy or trademark rights, the following information is requested: a description of the alleged violation of rights, where the illegal content can be found on the App, an explanation and if possible evidence of the User's own status as the holder of rights, as well as the complete and correct name, address and contact details of the complainant.

c. Once a notification is received, Ford reserves the right to block the entry concerned immediately in accordance with paragraph **5b** and to exclude the User from further use of the App. Any additional rights held by Ford, in particular those regarding the initiation of criminal or civil proceedings remain unaffected.

6. Ford Service App – One Call

The "One Call" function is a Europe-wide hotline number for Ford. Every country has its own number. Any resulting communication costs, which may vary depending on country and supplier, shall be borne by the User for this purpose.

7. Ford Service App - Emergency service/Ford Assistance

In the case of vehicle breakdown, the User can make a voice call to an emergency service centre via the Ford Assistance function. Any resulting communication costs, which may vary depending on country and supplier, shall be borne by the User for this purpose.

This function is only possible if the User has given their consent when requested within the App to transmit their current location. The emergency service centre will use this information to verify your location. Ford does not receive or process this data. An internet connection is required to use the App with the location transmission function; any costs incurred shall be borne by the User.

The location can only be transmitted if the User's mobile device can identify a valid location. The position transmitted by the User cannot be used to infer the User's exact location in a building (ie. flat, floor, etc.).

Ford aims to provide the call service to the emergency service centre at as low a price as is realistically possible. **Users may be required to pay for any breakdown assistance service provided as a result of using this function.**

Ford does not accept any responsibility or liability for the disclosure of User data due to errors in data transmission and/or unauthorised access by third parties.

Geo-data transmission

To take full advantage of some of the services within the App, including Ford Assistance, Park Me, and Petrol station search, the use of geo-data is required. Geo-data is only transmitted after the User has given their consent when requested within the App. Ford does not receive or process this data.

If you use the available Google Maps mapping functionality on this App, you agree to be bound by Google's Terms of Service, available at <https://www.google.com/intl/en/policies/terms>, and Google's Privacy Policy, incorporated by reference herein and available at <https://www.google.com/policies/privacy>.

8. Ford Partners

Using the "Ford Partners" function, the User can locate the nearest Ford dealer.

9. Accident report

The aim of the accident report is to assist the User in recording details of an accident. This function does not serve as a replacement for any accident report or information that may be required by your insurer for insurance purposes. The data recorded can be sent via e-mail by the User or saved on the User's device as a PNG. Ford assumes no responsibility for the disclosure of User data, errors in data transmission and/or unauthorised access by third parties.

10. On the road/petrol station search/"Park Me"

The on-the-move function allows the User to display useful information such as a vehicle check list, a general checklist for long journeys or a "Take on board list" on their device. If the User has given their consent when requested within the App, the User can locate the nearest petrol stations using GPS data or save their current parked position on their smartphone under "Park Me". Ford does not receive or process this data.

11. Links to Third-party Sites

The App may contain links to other independent third-party websites ("Third-party Sites"). Third-party Sites are not under Ford's control, and Ford is not responsible for and does not endorse their content or their privacy policies (if any). The User will need to make their own independent judgement regarding their interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

12. Service and guarantee exclusion

Ford strives to ensure that the App operates smoothly. However, Ford does not warrant that the App will be secure and function error-free at all times, or that the network required to transmit data will be available.

13. Limitation of liability

The User acknowledges that the App has not been developed to meet their individual requirements, and that it is the User's responsibility to ensure that the facilities and functions of the App meet their requirements.

Ford only supplies the App for domestic and private use. The User agrees not to use the App for any commercial, business or resale purposes, and Ford has no liability to the User for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Ford is only responsible for loss or damage the User suffers that is a foreseeable result of Ford's breach of these terms or Ford's gross negligence but Ford is not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of Ford's breach or if they were contemplated at the time these terms and conditions were entered into.

Nothing in this Agreement shall limit or exclude Ford's liability for personal injury or death arising out of negligence, fraud or any other liability which cannot be excluded under English law.

Ford shall not be liable for any comments, contributions or reviews uploaded or otherwise added by the User.

Ford shall not be liable for any failure to perform any obligations under this Agreement caused by any act or event beyond Ford's reasonable control, including the failure of telecommunications networks, the User's device and operating system, or otherwise. Nor shall Ford be liable for any disclosure of User data, errors in data transmission and/or unauthorised access by third parties.

14. Confidentiality/privacy

Ford collects, processes and uses personal data of Users of this App only in accordance with applicable data protection laws. More information on Ford's data privacy policy can be found at <http://www.ford.co.uk/Footer/PrivacyPolicy>.

If the User consents when prompted within the App, information about the User's location may be sent to selected suppliers and sub-contractors with which Ford has arranged services for the User's benefit or as required for the delivery of functions within and performance of this App. This information is not collected or processed by Ford. Ford may collect and process information the User gives to Ford by filling in forms, corresponding with Ford and when reporting a problem with the App. The information the User gives to Ford may include name, address, e-mail address, phone number and vehicle information. If the User contacts Ford, Ford may keep a record of that correspondence.

Any personal data Ford collects from the User may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for Ford or for one of its suppliers. By submitting their personal data, the User agrees to this transfer, storing or processing. Ford will take all steps reasonably necessary to ensure that the User's data is treated securely and in accordance with its privacy policy.

The Data Protection Act 1998 gives Users the right to access information held about you. The User's right of access can be exercised in accordance with that Act. Any access request may be subject to a fee of £10 to meet Ford's costs in providing the User with details of the information it holds about them.

The User can access, correct or update their personal data by contacting the Data Protection Officer at Ford Motor Company Limited, Eagle Way, Brentwood, Essex, CM13 3BW, England.

15. Termination Ford reserves the right immediately to suspend or cease operating/supporting/updating the App or any related services at any time and without notice, and to terminate this Agreement (including for a breach of these terms of use). On termination for whatever reason, you agree immediately to delete the App from all devices on which it has been installed.

You may terminate this Agreement at any time by deleting the App from all devices on which it has been installed.

16. Contact us

If you have any queries or feedback about the App, please contact Ford at:

Ford Motor Company Limited
FAO: Customer Relationship Centre
Ford Motor Company,
P.O. Box 7597,
Daventry,
NN11 1DL
OneCall: 020 3564 4444
E-mail address: correspo@ford.com

17. Applicable law

English law shall apply to these terms of use and the courts of England and Wales shall have exclusive jurisdiction.