

FordPass®

Terms and Privacy Policy ("Terms")

Version 1.00

Effective: July 31, 2019

Welcome to FordPass®! FordPass® is a new platform that will change your Ford Experience. Through a collection of current features and programs, and features coming soon, FordPass® will allow you the monitoring and/or controlling the various features of your Ford.

Ford is working to continually improve and expand the FordPass® features and functionality. The Terms apply to all of the features described below, but you can check the FordPass® website and mobile app to see which ones are currently available. Some features of FordPass® may only be available on the App or the Site. FordPass® may also integrate with other services or devices, and these features may be subject to separate or supplemental terms or privacy practices – these will be presented to you in connection with that feature. Check back often as we add new programs and features to understand what FordPass® can do for you!

Before we get started, we want you to know how FordPass® works and we need you to click "Accept" to accept our Terms. Please review carefully.

A few important points:

- We update FordPass® from time to time to introduce new features or fix issues. In some cases, you may need to install the newest version of the App before you can use FordPass® again.
- Because of this, and because of things like network failures, dead batteries, or lost phones, make sure that you can always access your vehicle even if you can't access

FordPass® – always take your key or key fob with you, *and check your in-vehicle systems if any information in FordPass® doesn't seem right.* And only use FordPass® when it's safe to do so.

- **These Terms contain important disclaimers and other provisions that limit our liability to you.**
- **FordPass® relies on data from you, your computer or mobile device, and your vehicle, such as location and driving characteristics, so we can deliver you great functionality and services, and communications tailored to your interests. Please see the FordPass® Privacy Policy (Section 2 below) for more information.**

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1. General Information

These Terms apply to your access to and use of the FordPass.mx website (the "**Site**") and FordPass® mobile application (the "**App**") (the App and Site are collectively referred to as "FordPass®") which are owned by Ford Motor Company, One American Road, Dearborn, Michigan, 48126, United States of America. These Terms do not alter in any way the terms of any other agreement you may have with Ford Motor Company, S.A. de C.V. domiciled at Circuito Guillermo Gonzalez Camarena No. 1500, Colonia Centro de Ciudad Santa Fe, Alvaro Obregon, C.P. 01210, Mexico City, (hereinafter "**Ford**", "**we**", "**us**"). If you want to retain a copy of these Terms, please visit [this link](#) and print them. Access to and use of FordPass® under these Terms is limited to the United States.

a. Acceptance

By clicking "**Accept**" and/or using FordPass® or its features, you agree to be bound by these Terms. You must be at least 18 years old, or the age of majority, as determined by the laws of your state or territory of residency, in order to accept these Terms, and hold a FordPass® account.

FordPass® allows you to set profile information and certain preferences in your account. You may not create names that are profane or obscene. If we decide any name you have created is profane or obscene, we reserve the right to remove or discontinue your use of FordPass®. In addition, FordPass® allows you to authorize other users to create their own profiles that will be linked to your FordPass® account. Authorized users can view vehicle information (including vehicle location). You are responsible for all use by and through anyone you may authorize. If you authorize anyone that is under 18 years old, they may only use FordPass® under your supervision when you are bound by these Terms.

Ford may modify these Terms from time to time. We will alert you through FordPass® of any material changes to these Terms. Other modifications will be effective immediately upon being posted on FordPass® or at such later time as we may specify, and your continued use of FordPass® or its features will indicate your acceptance of the modified Terms. **If you do not agree to these Terms or any modification of these Terms, then you must immediately stop using FordPass®.**

We reserve the right to change, update, improve, correct, modify, suspend, discontinue or cancel all or part of FordPass®, including any of its features, functionalities or manners of operation at any time without any notice or obligation to you. Your use of FordPass® after any changes are implemented will be considered acceptance of such changes. FordPass® may not be available during maintenance breaks and other times.

If you object to any changes to FordPass® or to these Terms, your sole recourse is to stop using FordPass®.

b. System Requirements/Updates/Changes/Cancellation

Use of FordPass® requires a compatible computer and internet browser, mobile telephone or handheld device, internet access (fees may apply), and software (fees may apply), and may require obtaining updates or upgrades from time to time. Contact your internet service provider or data carrier for more information regarding usage rates and fees.

In some cases, you may need to install the newest version of the App before you can use FordPass® again. Make sure that you can always access your vehicle even if you can't access FordPass®.

Certain FordPass® features may require your vehicle to have a compatible SYNC® in-vehicle system or have a modem ("**Software**"). If your vehicle is equipped with Software, you agree that we or our affiliates or service providers may remotely check and automatically update your Software according to the vehicle software End User License Agreement ("**EULA**"), provided in your vehicle's Owner Guide or otherwise by us. You may be able to update your Software through FordPass® if you choose. You further agree that Ford, its affiliates, service providers, and/or designated agents may periodically check the version of the Software and may remotely deliver Software updates, upgrades, supplements, or changes to the Software without any further notice or additional consent. Data usage rates and fees may apply.

Not all features or services will be available in all markets and coverage may be limited, including due to your vehicle capability and data plan coverage. Availability of features is subject to change, and also depend on your mobile device and vehicle capability and the internet access available to you. Some features may only be available through the Site or through the App. FordPass® may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographical conditions and internet or data plan coverage.

Where available, you may be able to create a log in name by typing in your email address and password, or by using your Facebook, or other social media account login information. If you choose to log in using a social media account, you allow us to access your publicly available information (e.g., name, user ID, profile picture), and information you "Allow" that

social media account to access. Please review your social media account privacy policy and terms and conditions before using this method of authentication.

You are responsible for keeping your FordPass® account information and password secret, and for any activity that occurs under your account, including unauthorized activity. You agree to notify us immediately of any unauthorized use of your account or password.

To uninstall FordPass® from your mobile device, you must use the application management tools provided with your device. Consult your device manual for assistance.

To cancel your FordPass® Account, contact Customer Support at FordPass®@ford.com. By cancelling your FordPass® Account, you also will cancel your membership in FPR. All FPR membership benefits, including accrued Points (as defined below) will immediately be forfeited upon cancellation.

If your vehicle has embedded connectivity and you connect your vehicle through FordPass®, your vehicle will continue transmitting data to Ford even if you uninstall FordPass®. If you want to turn off data transmission from the vehicle, please consult your vehicle's owner guide to turn-off data transmissions, which may require a Master Reset in the SYNC settings.

2. Privacy Policy

The FordPass® Privacy Policy will help you understand what personal information we collect, why we collect it, and what we do with it, in order to better serve you. FordPass® may integrate with other services or features that are subject to different privacy policies as described in connection with those services or features. Please review those privacy policies to understand how they collect and use data.

In order to know the FordPass® Privacy Policy please visit [this link](#).

3. Operate

Your vehicle may have the ability to access certain operational features through the FordPass® app, including locking and unlocking the doors, remote start and remote stop. These features may not be available on all vehicle makes and models and are not currently available through the Site.

Note: FordPass® Connect is an optional feature on select vehicles (includes FordPass® Connect Service for three years as from the date of original sale as recorded by the Authorized Ford Dealer) for certain features. FordPass® Connect subscription rates apply after three years.

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.

4. Authorized Ford Dealer Services

Various features of FordPass® (included My Dealer) allow you to connect with your Authorized Ford Dealer, including to schedule services, locate dealers, get directions to your Authorized Dealer, and view new Authorized Dealer inventory. The listing of Authorized Dealers shown by FordPass® is not based on any criterion other than geolocation. **By using the locator services, you will be subject to the terms provided by the location or mapping service that you use.**

All service appointments and vehicle services are the responsibility of you and your Authorized Dealer. Authorized Dealers are separate legal entities, independent from us, and we are not responsible or liable for Authorized Dealers' activities, including any services you receive from your Authorized Dealer or the content of Authorized Dealer websites.

You may also be able to view new inventory at your preferred Authorized Dealer. The inventory listed on FordPass® may not be current with the exact inventory available with your dealer. Contact your dealer for the actual price and availability of any vehicle and any applicable terms and conditions that may apply.

5. My Vehicle

My Vehicle feature may allow you to access certain information related to your vehicle via FordPass®. In order to register your car with the My Vehicle feature, you will need to input your VIN number. By registering your vehicle with My Vehicle, you expressly opt-in to receiving notifications, including email, as well as other communications from us related to the My Vehicle feature. If you wish to opt-out of these communications, please contact Ford Guides through FordPass® or change your preferences in the settings menu of FordPass®. You must be an authorized user of a vehicle in order to link your FordPass® account to the VIN of a vehicle you do not own or lease, which may have to be approved by a primary account holder and authenticated in the vehicle. You may remove your VIN from FordPass® at any time, however removal of the VIN may affect certain FordPass® features.

If equipped, the vehicle status feature may allow you to view certain notifications on FordPass®, regarding vehicle health alerts. These alerts may include electric battery health, fuel level, fuel consumption, odometer, tire pressure, VIN number, and other diagnostic information. These notifications should not be used or relied upon in place of normal vehicle maintenance. If at any time you believe there may be an issue or problem with your vehicle, consult with a professional for diagnosis and required maintenance.

If your vehicle has Wi-Fi hotspot functionality and you have activated a data plan, you can view information about your data plan through FordPass®. You must sign up for wireless service directly with your vehicle's wireless provider, and your provider is solely responsible for the wireless service, subject to separate terms and conditions you agree to when you activate your service, and for the data about your plan available through FordPass®. Always

pay careful attention to the road and do not drive distracted. Wi-Fi hotspot intended for passenger use only.

The My Vehicle feature also may allow for you to view how-to videos about your vehicle. In order to view these videos, FordPass® will link to the FordOwner website. This website is operated by Ford but may have unique terms and conditions. Please review the terms and conditions and privacy policy for the FordOwner website prior to viewing any how-to videos. Your use of the how-to videos is at your own risk and we are not liable for any damage to your vehicle or injuries to you or any third party based on your use of the videos. Please use these videos with caution and never attempt to perform vehicle maintenance that may require a professional.

6. Parking

Parking-related services are limited to informing you of the location and potential availability of parking, and (for certain parking locations, as indicated) enabling you to reserve and pay for parking. We may use third parties to provide these services. We do not, however, sell parking, provide a parking service, operate a parking lot, or otherwise accept custody of motor vehicles. These services are provided by others, such as parking facility owners or operators, and they are in no way our agent or acting on our behalf.

You will be required to set up accounts with third party operators to reserve and pay for parking.

Parking rates are set directly by the parking owner or operator, not us. Reserved rates may differ from drive-up rates (if available), and may be subject to change. You are responsible for paying the actual rates for all parking, including any costs for parking in excess of your booked time.

You are responsible for selecting your parking and compliance with all signs, laws, and regulations relating to parking. You also are responsible for compliance with the agreement with the operator of the parking facility as posted at the location or otherwise provided to you (which agreement will, in all cases, govern the parking arrangement). Allocation of parking spaces is not within our control and we do not guarantee the availability of a specific parking spot. Please use your best judgment when deciding on a parking facility or location and do not park at a facility or location that you do not feel is safe and secure.

We do not represent or warrant the quality, suitability, safety, or security of any parking, and we disclaim all liability arising from any lack of quality, suitability, safety, or security of any parking or otherwise related to your use of parking and parking facilities and locations **(including, without limitation, liability regarding the safety or security of persons or property** in parking facilities and locations, and the consequences of not being able to park or delays associated with parking). This limitation does not preclude the refunds listed herein or other remedies available to you by law.

7. FordGuide

FordPass® may offer certain guides and roadside assistance, subject to your vehicle's warranty and may not be available for all makes and models of vehicles. If your warranty is expired you may not be able to access this feature. If you wish to obtain extended warranty coverage at any time, please contact us as set forth in the Contact Us section below. Furthermore, if you no longer have a warranty and wish to purchase roadside assistance through FordPass®, you may do so by contacting Ford Guides.

Assistance may be provided by live chat or through email with remote Ford Guides. FordPass® may allow you to provide contact information for a Guide to contact you via phone, email or text. If you provide your contact information, you are expressly consenting to a Ford Guide to contact you. Phone calls may be recorded for quality assurance purposes, and by continuing to speak with the Ford Guide you consent to having the call recorded for such purposes.

Any maps or guides available through FordPass® may not accurately reflect current road conditions as these are subject to change. We will not be liable for any damage to you, your passengers, third parties or your or other vehicles due to your use of FordPass® or due to faulty or poor road conditions. Please take caution when driving to ensure that road conditions are safe. Without limiting any disclaimers set forth in the vehicle warranty terms, we do not make any, and hereby expressly disclaim any representation or warranty regarding the accuracy, completeness or quality of any information or advice given in connection with this FordPass® feature.

Ford Guides cannot address warranty or customer service questions or concerns about products sold by Ford. If you have a question about a Ford product or have a concern with a vehicle, please contact your authorized Ford dealer or Ford's Customer Relationship Center as listed in the Contact Us section below.

8. Safety

Warning: We recommend against the use of any hand-held device while driving, riding bicycles, or any other activity that requires your full attention, and encourage the use of voice-operated systems when possible. Accessing or using FordPass® on hand-held devices while driving, riding a bicycle, or other activity could distract your attention and result in loss of vehicle control, crash and injury. FordPass® may send messages or push notifications to your cell phone. Do not read messages on hand-held devices while driving, riding a bicycle, or similar activities.

9. Communications

If you choose to communicate with us, you expressly consent to our representatives contacting you in the manner you request. You can choose whether or not to receive push notifications in the device settings. You may opt-out of receiving FordPass® marketing emails by unsubscribing in the email.

10. Integration with Other Ford Services / Third Party Services

FordPass® may integrate with, or contain links to other websites or services (each, an “**Additional Service**”). Additional Services may be subject to additional terms that may be presented in connection with their use, and by using an Additional Service, you agree to the applicable terms and conditions. Some Additional Services may be operated by Ford or its related entities; others are not owned or controlled by us, including but not limited to links to websites for our dealers (“**Third Party Service**”). Ford has no control over and, to the fullest extent permitted by applicable law, assumes no responsibility for, the content, privacy policies, or practices of any Third-Party Service. In addition, we will not and cannot censor or edit the content of any Third-Party Service. By clicking on links, you expressly relieve us from any and all liability arising from your use of any Third-Party Services, or from the content of any Third-Party Service. When using a Third-Party Service, you should be aware of when you leave FordPass® and read the terms and conditions and privacy policy of each Third-Party Service that you visit. Terms of Service and Privacy Policy applicable to Roadside Assistance can be found here:

FordPass may use data from third party sources, such as maps and directions, to provide services. This data and other information may not always be accurate. We are not responsible for any data provided by third parties or your reliance upon the same. Terms applicable to location-based services to which you will be bound by using FordPass include:

<http://here.com/services/terms>

<http://here.com/privacy/privacy-policy/>

<https://legal.here.com/terms/supplier-requirements/hlp-developers/>

FordPass may contain or rely in part on certain free, shared, or public library software (“**Open Source Software**”). Please refer to the posted Open Source Software acknowledgements located at <http://corporate.ford.com/ford-open-source.html> for more information on any obligations or restrictions that may apply to the use of Open Source Software.

11. Limited Licenses

FordPass® and any content (images, logos, text, music, sounds, wallpaper, badges, etc.), data or software made available through or in connection with FordPass® (including via

FordPass®-related websites) (collectively, "**FordPass® Content**") is owned by us or used under license. FordPass® Content is protected by worldwide copyright, trademark, patent, trade secret, or other proprietary rights whether or not a copyright notice or other proprietary mark is present. You agree to comply with all copyright laws in your use of FordPass® Content, including preventing any unauthorized copying. Except as expressly provided herein, we do not grant any express or implied proprietary rights to FordPass® Content.

Subject to your compliance with these Terms and any other terms communicated in connection with specific FordPass® Content, we grant you a non-exclusive, non-transferable, limited right to access, view, use, display and listen to FordPass® Content for your personal, non-commercial use only. You agree not to dispute our claims of ownership or validity of our rights in FordPass® Content.

If you violate any of the Terms, your rights will immediately terminate and we may terminate your access to FordPass® Content without notice and without any refund of fees, if applicable.

Any right or authorization granted to you by us is also subject to the following restrictions:

- you may not, nor allow third parties to, create derivative works, use any data mining, robots, or similar data gathering and extraction tools, create a database, download or store FordPass® Content other than as licensed above, link or frame FordPass® Content, extract, derive or attempt to extract or derive any source code or structure of all or any portion of FordPass® Content by reverse engineering, disassembly, decompilation or any other means;
- You may not use FordPass® Content in any manner that is unlawful, abusive, defamatory, deceptive, or invasive of another's privacy;
- You may not use FordPass® Content with other content or in a manner that impersonates any person, business or entity, including us;
- You may not interfere, try to interfere, disrupt, or try to disrupt our servers or networks, or disobey any of our network access or security requirements;
- You may not use FordPass® Content to engage in conduct that reflects poorly upon or disparages our reputation or goodwill; and
- You may not use FordPass® Content in conjunction with adult content or that promotes illegal activities, gambling, or the sale of tobacco or alcohol.
- If you are not the bill payer for the mobile telephone or device being used to access FordPass® Content, you will be assumed to have received permission from the bill payer to use FordPass® Content or Features.

12. Interference

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE FORDPASS® OR OTHERWISE UNDERMINE OUR LEGITIMATE BUSINESS OPERATIONS MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WE RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Trademark Notice

The Ford name, and all trademarks and logos displayed on FordPass® are owned or used under license by us. The unauthorized use of any trademark displayed on FordPass® or included in any FordPass® Content is prohibited.

14. Designated Agent for Copyright Notification

If you believe that any content on FordPass® infringes your copyright rights, please contact our designated agent for receiving such notifications in writing as follows:

Peter N. Tassie
Agente DMCA
330 Town Center Drive, Suite 800
Dearborn, Michigan 48126

Email address: DMCA@ford.com
Telephone: 313-390-5286
Fax number: 1-313-322-7162

Your communication must comply with the "Elements of Notification" requirements set forth in 17 U.S.C. § 512.

15. User Generated Content

To the extent you submit information or content to us ("**User Submissions**"), you understand and agree that they will not be treated in confidence by us except for personal information pursuant to the FordPass® Privacy Policy. You are solely responsible for your User Submissions and any consequences of posting or publishing them. You understand that many people from around the world will be able to see your postings and comments. You also agree that we and our third-party service providers may contact you via email about any submission.

New or confidential ideas are prohibited on FordPass®. If you have an innovative idea, please use the official Ford process at:

<http://corporate.ford.com/innovation/innovation-ideas-submission.html>.

- You grant to us an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide license to (a) use, copy, transmit, distribute, modify, create derivative works, adapt, delete, sub-license, combine with other ideas or works, publish, translate, publicly perform, and publicly display your User Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed and (b) use (and permit others to use) your User Submission in any manner and for any commercial purpose (including, product, service or advertising).

16. Indemnity and Hold Harmless

By using FordPass® you agree that you will defend, indemnify and hold harmless us and our subsidiaries and affiliates, their respective distributors, dealers, dealer associations, suppliers, licensors, partners and advertising and promotions agencies, from and against all the liabilities, claims, damages and expenses (including reasonable attorneys' fees and costs) arising out of any use of FordPass® by or through you including any of its features or services, your breach or alleged breach of these Terms, and/or your breach or alleged violation of the patent, copyright, trademark, proprietary or other rights of third parties. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and, in such case, you shall agree to cooperate with our defense of such claim.

You acknowledge and agree that your app store provider has no liability, responsibility or obligation to you, including with respect to the investigation, defense, settlement or discharge of a third party's intellectual property infringement claim.

17. Disclaimer

FordPass® and/or any of their features may be unavailable, inaccurate or interrupted from time to time for a variety of reasons outside of our control. We are not responsible for any unavailability, interruptions or errors of FordPass® or its features. We may modify, suspend, or discontinue FordPass®, FordPass® Rewards or any feature at any time without notice. FordPass®, FordPass® Rewards and all the information accessible through each are provided for information purposes only on an "as is" and "as available" basis. We, our information providers and their agents make no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of FordPass®, FordPass® Rewards, the information, materials, content, availability, and products. To the fullest extent permitted by applicable law, we disclaim all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SHAREHOLDERS, REPRESENTATIVES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH FORDPASS® AND YOUR USE THEREOF. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW WE, OUR INFORMATION PROVIDERS AND THEIR AGENTS ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF FORDPASS®, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM FORDPASS®, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH FORDPASS® BY ANY THIRD-PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA FORDPASS®.

TO THE FULLEST EXTENT PERMITTED BY LAW WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH FORDPASS® OR ANY HYPERLINKED WEBSITE OR APP, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NEITHER WE, OUR INFORMATION PROVIDERS OR THEIR AGENTS ARE PROVIDING ANY LEGAL, TAX, MEDICAL, COUNSELING, ACCOUNTING, INVESTMENT, FINANCIAL OR ANY OTHER PROFESSIONAL SERVICES OR ADVICE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SHAREHOLDERS, REPRESENTATIVES OR AGENTS BE LIABLE FOR ANY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, PROFITS, GOODWILL, DATA, OR USE OF MONEY, WHETHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATED TO ANY ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE FORDPASS® OR ANY OF ITS FEATURES, FUNCTIONALITIES, CAPABILITIES OR CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This section does not affect, and is not intended to affect, any rights that a consumer has that are not able to be excluded under applicable consumer laws.

18. Miscellaneous

These Terms together with any additional terms to which you agree when using particular elements of FordPass® constitute the entire agreement regarding FordPass® and any services. Unless and to the extent local law requires otherwise, these Terms are governed by, and construed in accordance with, the laws of the United Mexican States, except in relation to any conflict of law provisions thereof. Unless local law mandates otherwise, all lawsuits arising from or relating to these Terms shall be brought in the Federal or State courts located in Mexico City. If a court determines that any term or condition in these Terms is illegal or unenforceable, then such term will be eliminated and the remaining terms and conditions will remain in full force and effect. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

This Terms are available in Spanish and English languages. However, hereby you agree that in case of discrepancy between both versions, the Spanish version shall prevail for any applicable legal effects.

19. Contact Us

If you have any questions, comments, or claims regarding FordPass® you may contact us by finding your local contact information by going to this website <http://corporate.ford.com/our-company/country-websites>, or contacting us in Mexico at:

Telephone
800-521-4140

Email address:
fpmexico@ford.com