

## Terms and Conditions

Version: 3.0

FordPass Terms for Users in South Africa

**Ford Motor Company of Southern Africa (Manufacturing) (Pty) Ltd**

**Version date: 8 November 2022**

Welcome to FordPass, a smarter way to move!

Before we get started, we want you to know how FordPass works and we need you to tick the box to accept the FordPass Terms for Users in South Africa (“Terms”) once you’ve reviewed.

**Please review these Terms carefully before accessing or using FordPass.**

### **IMPORTANT NOTICE:**

- Certain features of FordPass involve the transmission of data from your mobile device (and, if you choose to sync FordPass with your vehicle, from your vehicle). For example, if you use the Parking, Fuel or Roadside Assistance features, the FordPass application will collect and process location data from your device in order to provide you with the service.
- Some of these features are enabled by default when you install the FordPass application. Other features are optional, and the data transmission for those features will only be enabled if you choose to use them.
- You can manage the types of data that are transmitted from your device (and, if applicable, your vehicle) by using the settings on your device, the FordPass application and your vehicle (if applicable). However, if you choose to disable data transmission, this may result in you being unable to use certain features of FordPass.
- These Terms, and the FordPass Privacy Policy are available here and explain the types of data that are collected and used by the FordPass application. We may also provide you with further notices and options regarding data collection when you are using the FordPass application.
- By using and/or submitting personal information to the FordPass application and Services, you consent to the collection of data as described in these Terms, the FordPass Privacy Policy and any other in-application notices we provide to you.
- If you share your mobile device or vehicle with any other persons, you are responsible for ensuring that those persons also consent to our collection and use of data when they are using your mobile device or vehicle.
- Please note that you are responsible for all data charges associated with your use of the FordPass application and Services. You are responsible for ensuring that your installation and use of the FordPass app and the Services does not cause you to exceed any data usage quotas or other limitations that may apply to your internet service or other telecommunications services acquired from third parties.

## **1. General Information**

These Terms govern the access to and use of the FordPass application (**FordPass**) between the individual user of FordPass (**you**) and Ford Motor Company of Southern Africa (Manufacturing) (Pty) Ltd, Samcor Park, 1 Simon Vermooten Road, Silverton, Pretoria, Gauteng, South Africa.

These Terms do not alter in any way the terms of any other agreement you may have with us, another Ford company or any other third party. These Terms contain important information about FordPass. FordPass is a service that relies on data from you, your mobile device, and your vehicle (when connected to FordPass via an embedded modem device in the vehicle), such as location and driving characteristics, so we can deliver you great functionality and services, and communications tailored to your interests. Please also see our FordPass Privacy Policy for more information. If you want to retain a copy of these Terms, please save or print them. These Terms are also available in FordPass in your account information. Access to and use of FordPass under these Terms is limited to South Africa.

### **a) FordPass Agreement**

Ford offers basic features and enables access to vehicle related information and ancillary services in separate applets through FordPass (**Services**). The Services available to you are described in Section 2 below. To use FordPass features and Services you are required to register and accept these Terms. By registering for FordPass you will create a log in name by entering your mobile number and a password. By ticking the box, you agree to be bound by these Terms when using FordPass.

These Terms will take effect and will form a binding agreement between you and us, as soon as you receive a confirmation by e-mail or at the latest when you install and use the FordPass application for the first time.

Registering for FordPass requires you to select your country, to provide your first and last name as well as your e-mail address and to create a password. You have the option to add your mobile phone number and home address. You can also choose to receive marketing communications from us. Personal details that are closely related to a Service are gathered on an applet-specific screen.

We will amend these Terms from time to time if we believe in our reasonable opinion that it is necessary to do so (for example, for security, legal or regulatory reasons, if we change the scope of our available Services in a way that requires a change to these Terms or if we introduce new Services and a change to the Terms is required). If we amend the Terms to increase the scope of our available Services, introduce new Services or if the amendments are favourable to you, the amended terms will be deemed to have been accepted by you if we have notified you of the amended terms and you have continued using FordPass without objection. Where any new terms reduce Services or restrict or limit your existing rights under this agreement, we will provide you with reasonable advanced notice before the amended terms take effect and we will notify you of the amended terms by email to your current registered email address. If you do not wish to accept the amended terms you may terminate this agreement at any time (as set out in Section 6below).

### **b) System Requirements**

Use of FordPass requires a compatible mobile telephone or handheld device, internet access (third-party fees may apply), and software (third-party fees may apply), and may require obtaining updates or upgrades from time to time. You are responsible for obtaining any internet access and mobile network data required for your use of the Services, and for any associated charges from your network operator. Contact your network operator for more information regarding usage rates and fees (including data charges). For the avoidance of doubt, please note that we do not operate a mobile network or provide any telecommunications services or other such services.

To access certain FordPass Services your vehicle needs to be equipped with an embedded modem device (“Software”). You must not connect a vehicle to your FordPass account unless you are an authorized owner, driver or servicer of the vehicle.

If your vehicle is equipped with Software and you choose to connect your vehicle to your FordPass App, you agree that we or our affiliates or service providers may remotely check and automatically update your Software according to the vehicle's software End User License Agreement (“EULA”) provided in your vehicle’s Owner Guide or otherwise provided 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 of your telecommunication service provider may apply.

Not all features or Services may be available at all times and coverage may be limited, including due to your vehicle capability and data plan coverage. Availability of features is subject to change and dependent on mobile device and vehicle capability and the internet access available to you. FordPass may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographical conditions and data plan coverage.

You are responsible for keeping your FordPass account information and password secret. You are responsible for any unauthorised activity that occurs in your account if you have negligently or intentionally caused the unauthorised activity. You agree to notify us immediately of any unauthorised use of your account or password.

Uninstallation methods vary depending on your device. To uninstall FordPass, you must use the application management tools provided with your mobile device. Consult your device manual for assistance.

If your vehicle has an embedded modem device 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. Services**

We may expand the scope of the available Services and/or add new Services to FordPass in the future. Below you can find a detailed description of the services which are currently included in FordPass or may be made available in the near future:

### **a) Find Dealer**

Ford Pass allows you to connect with your Ford dealer, schedule services, locate Ford dealers and get directions to your Ford dealer. By using the locator services, you will be subject to the terms provided by the third-party location or mapping service provider.

All service appointments and vehicle services are the responsibility of you and your Ford dealer. Ford dealers are separate legal entities.

### **b) My Vehicles**

The My Vehicles feature may allow you to access certain information related to your vehicle via FordPass. In order to register your car with the My Vehicles feature, you will need to enter your VIN number. You must be an authorised owner, driver or servicer of the vehicle in order to link your FordPass account to the VIN. You may remove your VIN from FordPass at any time; however, any removal of the VIN may affect certain FordPass features.

If equipped, the My Vehicles feature may allow you to view certain notifications on FordPass regarding Vehicle Health Alerts for your vehicle when connected to FordPass (through an embedded modem device in your vehicle). These alerts may include electric battery health, fuel level, fuel consumption, odometer, tyre pressure, VIN number, and 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 through an embedded modem device and you have activated a data plan, you can view information about your vehicle's 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 any 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. The Wi-Fi hotspot is intended for passenger use only.

Please note that the information provided in My Vehicles is for convenience purposes only. The information displayed in My Vehicles may not reflect the actual and/or current status of your vehicle. Please refer to the instruments and displays in your vehicle for the accurate current status of your vehicle.

**Please be aware that it is the driver's responsibility to ensure that your vehicle is in proper working condition.**

### 3. FordGuides

**The FordGuides feature allows you to connect with a Guide via phone, live chat (where available) and email if you need any support on using the various FordPass Services. Please note that FordPass assumes no liability for the call quality or internet connection provided by your device's network operator. Please note that the contact to FordGuides may incur third-party fees (e.g. voice call and data fees) charged by your device's network operator in accordance with your agreement with the network operator. Using FordPass or FordGuides service from overseas may result in additional roaming charges.**

FordPass will allow you to provide contact information for a FordGuide to contact you via phone or email. By signing up and agreeing to the Terms and Conditions for FordPass, a FordGuide may ask you to verify your phone number or email address. If you provide your personal contact information, you are expressly consenting to a FordGuide contacting you.

### 4. Roadside Assistance

**In the case of vehicle breakdown, you can make a voice call (third-party fees may apply) to a roadside assistance service centre via the "Roadside Assistance" function. Roadside assistance services will be provided by The South African Automobile Association. Please note that your use of roadside assistance services through this function may be subject to a fee and/or costs charged by the roadside assistance provider. These fees/costs will be charged directly to you by the roadside assistance provider.** If you are a Roadside Assistance member through Ford, the costs of roadside assistance services accessed through this function may be included in your membership. If applicable to your vehicle, the full terms and conditions of Roadside Assistance through Ford are available in the Ford Customer Assistance, Warranty and Service Guide provided with your vehicle. You are responsible for any communication costs charged by a third party (including mobile telephone/device fees and internet access fees).

This function is only possible if you have given your consent when requested within FordPass to transmit your current location. The roadside assistance service centre will use this information to verify your location. Ford does not receive or process this data. An internet connection (from your mobile device or vehicle, if applicable) is required to use the App with the location transmission function; any costs incurred shall be borne by you.

The location can only be transmitted if your mobile device can identify a valid location. The position transmitted by you cannot be used to infer your exact location in a building (i.e. flat, floor, etc.).

## 5. Updates and Support

Unless otherwise specified in this document or agreed pursuant to a separate written agreement between you and us, we will not be obliged to support FordPass, whether by providing advice, training, error-correction, modifications, updates (including updates), new releases or enhancements or otherwise, or to provide any hosting, telecommunication, internet or other services in relation to your use of FordPass.

You acknowledge and agree that we:

- a) are under no obligation to provide any updates to FordPass;
- b) can, at our discretion, offer optional paid updates; and
- c) can, subject to Section 2 of these Terms;
  - 1. use updates to add, remove, modify or otherwise alter features of FordPass at our discretion;
  - 2. require you to install updates to FordPass in order to continue using the Services; and
  - 3. provide updates in such a manner that FordPass is unable to be reverted to previous versions.

## 6. Term

This agreement will continue until it is terminated by you or us. You may terminate this agreement at any time for any reason by giving us written notice (including by email) that you wish to close your FordPass account. We will then process your request and ensure that your account is closed and all data connections to the FordPass platform are severed.

We may terminate this agreement, or suspend temporarily part of all of your access to the FordPass App features at any time (acting reasonably) by written notice (including by e-mail to your current registered email address) for reasons including (but not limited to) the following:

- a) you commit a serious or persistent breach of a term which you fail to remedy (if remediable) within 5 days after the service of written notice requiring you to do so;
- b) circumstances arise where (in our reasonable opinion) such action will mitigate an identified risk or prevent FordPass from being used for unlawful purposes or otherwise abused, manipulated or otherwise undermined by you or through your FordPass account; or
- c) where we decide to no longer offer some or all of the Services through Ford Pass.

Without limiting the above, we may suspend your access to FordPass or your FordPass account on an emergency basis without notice to you if we reasonably believe that there is a risk of fraud or security breach, and if we reasonably believe that suspension of your access is reasonably necessary to investigate and address this risk.

Upon termination of this agreement, we shall close your FordPass account.

## 7. Vehicle Safety

**WARNING: Driving while distracted can result in loss of vehicle control, crash and injury. Do not access or use FordPass on a hand-held device while driving. Please note that the use of a hand-held device while driving is prohibited under road traffic laws and regulations. FordPass may send messages or push notifications to your hand-held device. Do not read**

**messages on hand-held devices while driving. Make sure you comply with all applicable laws and regulations that relate to the use of electronic devices while driving.**

## **8. Data collection and tracking**

Ford collects (from you directly and from third parties - see below for further details), stores, processes, and uses your personal information, driver-related usage data and vehicle data to provide the Services offered through FordPass in accordance with these Terms and the FordPass Privacy Policy.

**By installing the FordPass application on your mobile device and setting up a FordPass account or by submitting personal information to the FordPass, you expressly consent to the collection and use of the following types of information:**

Account Management Information: Information you provide to create an account, sign-in to an existing account or manage an account, such as name, email address, street address, telephone number and VIN. You must have an account to use FordPass. We may also collect mobile device information, such as software or operating system version, unique device identifiers, IP address and mobile network information. We use your Account Management Information to provide you with the Services and for other purposes as set out in the FordPass Privacy Policy. If you have consented to us doing so, or it is otherwise permitted by law, we may also use and disclose your Account Management Information for the purpose of communicating with you by a range of methods (including mail, telephone, email, SMS and in-App push notifications) to promote goods or services to you and to provide you with special offers from Ford or its dealers.

Location data: Depending on the Services you use, we may collect and use precise location information from your mobile device in connection with location-based functions of FordPass. If your vehicle has an embedded modem device and you access your vehicle using the App, location information will also be collected from your vehicle in connection with location-based functions of FordPass. Location information collected from your mobile device and/or vehicle(s) includes Global Positioning System (GPS) data and location derived from IP address. This information can be used to determine your device or vehicle's current location, travel direction, and speed. If you have enabled location services on your mobile device, this data may be collected when the App is running in the foreground or background. We may also derive your approximate location from other device data such as Wi-Fi access points, mobile towers, and your IP address, whether location services are on or turned off, through the permission system used by your mobile operating system. We process and use this data to provide you with the Services and as otherwise described in these Terms and the FordPass Privacy Policy. This includes (where available) showing you nearby Ford dealers, and providing you with relevant directions.

Generally, the information that we collect is for the purpose of providing you with the Services and the other functionality of the FordPass App. We may also notify you of additional purposes through these Terms, the FordPass Privacy Policy and other notices that we provide to you in connection with your use of FordPass. If you don't provide or allow us to access any such information, you will not be able to receive certain Services and FordPass functionality.

In order to provide the Services and FordPass functionality, we may disclose your personal information to our related companies and to service providers (some of whom are located overseas including in the United States, India and China).

For further information about the personal information we collect through the FordPass App and from vehicles connected to the FordPass App and how we use this information, please refer to the FordPass Privacy Policy.

The FordPass Privacy Policy also contains important information about how you can exercise your rights under applicable privacy laws to request access or correction of your personal information and make complaints if you consider that we have mishandled your personal information.

## 9. Communications and Advertisements

Subject to applicable law, if you choose to communicate with us, you expressly consent to our representatives contacting you in the manner you request. If we are unable to reach you using your preferred communication method, we may attempt to contact you using other contact details that you have provided us.

FordPass may feature advertisements from us and/or third parties, and we may (at our sole discretion) introduce advertising into FordPass (including in relation to components of FordPass that do not presently contain advertising). We are not responsible for the content of any third-party advertisements, nor the content of any website or other materials that may be linked to by third party advertisements, and you use such third-party websites and materials at your sole risk.

Any provision of information to third party advertisers by us will be governed by the FordPass Privacy Policy.

## 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**). **We have no control over and, to the fullest extent permitted by applicable law, assume 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. When using a Third-Party Service, you may leave the FordPass platform. We will indicate when you are leaving the FordPass platform. We encourage you to read the terms and conditions and privacy policy of each Third-Party Service that you use.**

FordPass may use data from third party sources, such as maps and directions, to provide you with services (such as location-based 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/>

<http://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 (including all software, content and data) is owned by us or used under license. FordPass is protected by worldwide copyright, trademark, patent, trade secret, and other proprietary rights, whether or not a copyright notice or other proprietary mark is present. You agree to comply with all laws (including intellectual property laws) in your use of FordPass, including all laws that prevent unauthorised copying. Except as expressly provided herein, we do not grant you any express or implied proprietary rights or licence to FordPass.

Subject to your compliance with these Terms, we grant you a non-exclusive, non-transferable, limited right to access, view, use, display and listen to FordPass for your personal, non-commercial use only.

Any right or authorisation granted to you by us is also subject to the following restrictions, which apply to the fullest extent permitted by law:

- a) you must not, nor allow third parties to, create derivative works, use any data mining, robots, or similar data gathering and extraction tools on FordPass, create a database, systematically download, store any or all of the materials from FordPass or websites, link or frame any portion of FordPass, extract, derive or attempt to extract or derive any source code or structure of all or any portion of FordPass by reverse engineering, disassembly, decompilation or any other means;
- b) you must not use FordPass in any manner that is unlawful, abusive, defamatory, deceptive, or invasive of another's privacy, nor may you abuse anyone on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c) you must not use FordPass with other content or in a manner that impersonates any person, business or entity, including us; and
- d) you must not interfere, try to interfere, disrupt, or try to disrupt our servers or networks, or disobey any of our network access or security requirements.

## **12. 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 is prohibited.

Third party trademarks and logos are the property of those third parties and may not be used by you without the authorization of those third parties.

## **13. Liability**

**To the extent permitted by law, including the Consumer Protection Act, 2008 ("CPA"), we exclude all liability for any death or injury of any person or any loss, damage or destruction of any property, whether the loss, damage or destruction is direct, indirect or consequential loss arising from, or in connection with, in any way, directly or indirectly, the services provided through FordPass, other than to the extent directly caused or contributed to by Ford.**

Nothing in these Terms excludes, restricts or modifies or purports to exclude, restrict or modify any statutory consumer rights under any applicable law, including the CPA, which cannot be excluded, restricted or modified.

**To the full extent permitted by law, our liability for breach of any term, condition, guarantee or warranty that is implied by law and cannot lawfully be excluded by us, including the consumer guarantees set out in the CPA and all similar or equivalent legislation, rules and regulations, is limited to (at our option):**

- a) **in the case of goods, including the FordPass application (to the extent FordPass is considered a good under applicable law) – repairing, replacing or supplying equivalent goods, or paying the cost of any of those remedies to you; or**
- b) **in the case of services, including the Services – supplying the services again or paying the cost of having the services supplied again.**

**Ford cannot guarantee that the FordPass App will be safe, secure or free from bugs or viruses or other malicious programs.**

**You must take all reasonable steps to protect the security of your mobile device and vehicle and to ensure that your use of FordPass does not expose you, your mobile device or your vehicle to the risk of viruses, malicious computer code or other forms of interference which may damage your mobile device (and, if applicable, your vehicle). If you suspect that there has**



**been unauthorised access to your FordPass account or there is any other security breach or issue relating to FordPass, you must notify Ford immediately (see Section 17 for contact details) and change your account password.**

**Ford does not accept liability for any loss or damage which arises from your breach of these terms. Ford is not liable for any Services provided to you by a third party under a separate agreement.**

**Ford cannot guarantee that FordPass and/or the Services will be available uninterrupted and in a fully operating condition at all times and will not be responsible for any failure or delay in performing our obligations under the Terms if such failure or delay results from any events, circumstances or causes beyond our reasonable control. In these circumstances we will be entitled to a reasonable extension of time for performing our obligations. Ford also maintains the right to modify the App as it wishes. Except as set out elsewhere in these Terms and only to the extent permitted by applicable law, we will not be liable to you in the event that any part of the App or any Services provided by us are unavailable or modified in any way.**

You agree to use the App and the Services for your personal use and shall not use either the App or the Services for commercial, business or resale purposes. **We are not liable to you for any losses you suffer when using FordPass or the Services other than for personal use.**

#### **14. iOS App Store**

If you obtained the FordPass application from the Apple iOS App Store, you and Ford acknowledge and agree that (to the full extent permitted by applicable law):

- a) this agreement is concluded between you and Ford only, and not with Apple;
- b) Ford, not Apple, is solely responsible for the FordPass application and the content thereof;
- c) without limiting Section 11, your licence to use FordPass is limited to use on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that FordPass may be accessed and used by other accounts associated with the purchaser via Family Sharing or volume purchasing;
- d) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to FordPass, either under this agreement or applicable law;
- e) in the event of any failure of FordPass to conform to any applicable warranty:
  1. you may notify Apple, and Apple will refund you the purchase price for FordPass; and
  2. to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to FordPass, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Ford's sole responsibility (subject to limitations of liability in Section 13).
- f) Ford, not Apple, is responsible for addressing any claims of you or any third party relating to FordPass or your possession and/or use of FordPass, including but not limited to:
  1. product liability claims;
  2. any claim that the FordPass software fails to conform to any applicable legal or regulatory requirement; or
  3. claims arising under consumer protection, privacy or similar legislation. Nothing in this agreement has the effect of limiting our liability to you beyond what is permitted by applicable law;

**g) in the event of any third party claim that FordPass or your possession and/or use of FordPass infringes that third party's intellectual property rights, Ford, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such claim (subject to limitations of liability in Section 13);**

h) you represent and warrant that:

1. you are not located in a country that is subject to a United Nations Security Council, U.S. Government or South African Government embargo, or that has been designated by the United Nations Security Council, U.S. Government or South African Government as a “terrorist supporting” country; and

2. you are not listed on any United Nations Security Council, U.S. Government or South African Government list of prohibited or restricted parties;

i) you will comply with any applicable third-party terms of agreement when using FordPass;

j) Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement; and

k) upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce this document against you as a third-party beneficiary thereof.

## **15. Severance**

If a provision in this agreement is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from this agreement for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this agreement.

## **16. Governing law**

The laws of South Africa from time to time govern these Terms and you agree to the non-exclusive jurisdiction of the courts of South Africa, and of courts entitled to hear appeals from those courts.

## **17. Contact Us**

If you have any questions, comments, complaints or claims regarding FordPass you may contact us via the following:

### **Email**

[gfordpas@ford.com](mailto:gfordpas@ford.com) or [guidesafrica@ford.com](mailto:guidesafrica@ford.com)

### **Phone**

0860 011 022 within South Africa; +27 12 843 5819 from outside South Africa

### **Mail**

Ford Motor Company of Southern Africa (Manufacturing) (Pty) Limited; PO Box 411, Pretoria, 0001