

## **MyLincoln Mobile™ Terms and Conditions**

The MyLincoln Mobile™ is a smartphone-compatible application (or “App”) intended to combine and extend vehicle accessibility to the comfort and convenience of locations outside the vehicle.

MyLincoln Mobile™ is available for use with certain equipped vehicles produced by Ford Motor Company, doing business as Lincoln Motor Company (hereinafter “Lincoln”), for sale and operation in the United States (excluding U.S. territories) and Canada. Your access to and use of the MyLincoln Mobile™ Application, including its services and features (the “Features”), are subject to these Terms and Conditions and all policies and guidelines, including the MyLincoln Mobile™ Privacy Statement and license and other service agreements referenced herein, hereafter collectively the “Terms and Conditions.”

Features of the MyLincoln Mobile™ App may include, where available:

- Lincoln Support
- Roadside Assistance
- Locate Dealer
- Open Recalls
- Manage preferences for in-App notifications
- Maintenance schedule
- Service history
- Scan the vehicle B-pillar barcode to add a VIN to My Garage

Your vehicle may be equipped with an embedded modem which is a communication device in the vehicle that transmits data and allows access to the MyLincoln Mobile™ subscription service, detailed in Section 2 Services below. When used with the embedded modem’s subscription service, the following additional Features may be included:

- Remote Features
  - Auto Start
  - Scheduled Auto Start
  - Lock & Unlock
- Vehicle Status and Information
  - Odometer
  - Fuel Level
  - Tire Pressure
  - Battery
  - Oil Life
- Vehicle Locator

### **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” 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 MyLincoln Mobile™ Application. 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 or province of residency, and that you agree to assume the obligations set forth in these Terms and Conditions. If you link your MyLincoln Mobile™ account to the VIN of a vehicle you do not own**

**or lease, you confirm you are an authorized user of the vehicle and may enter into this agreement on that basis. 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 MyLincoln Mobile™ Application and its Features for your vehicle, even if you are not the one using the MyLincoln Mobile™ Application or Features, and even if you claim later that another person's use was not authorized.**

By activating and using MyLincoln Mobile™, you represent that you possess a valid driver's license for operating a vehicle in the United States or Canada, as applicable.

***b. Modification of Terms and Conditions***

Lincoln 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 on MyLincoln Mobile™. Your continued use of MyLincoln Mobile™ will indicate your acceptance of these modified Terms and Conditions. **If you do not agree to the Terms and Conditions or any modification of the Terms and Conditions, then you must immediately stop using MyLincoln Mobile™.**

***c. Referencing these Terms and Conditions***

You can reference these Terms and Conditions at any time within the MyLincoln Mobile™ App by selecting the "Settings" button or by visiting [owner.lincoln.com/content/dam/Assets/MLM/MyLincoln\\_Mobile\\_TandC\\_English.pdf](http://owner.lincoln.com/content/dam/Assets/MLM/MyLincoln_Mobile_TandC_English.pdf)

***d. Modification of MyLincoln Mobile™ Content***

Lincoln may make changes to the content of MyLincoln Mobile™ with or without notice at any time. Many different and changing considerations affect the availability, cost and quality of information services. Accordingly, Lincoln 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 MyLincoln Mobile™ if you do not accept any change, or for any reason. Your continued use of MyLincoln Mobile™ and its Features following any changes will constitute your acceptance of such changes.

**2. Services**

***a. Service Registration***

In order to subscribe to the embedded modem subscription service, you must register on Lincoln Owner, Lincoln Concierge, or on your mobile device's MyLincoln Mobile™ App with your name and email address, and vehicle identification number (VIN) to which you wish to link your MyLincoln Mobile™ account. If you are the first person to associate the VIN of a vehicle equipped with an embedded modem to a MyLincoln 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 MyLincoln 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 MyLincoln 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 MyLincoln Mobile™ embedded modem subscription service, Lincoln may remotely update the software (“Software”) in the embedded modem and/or in the vehicle’s operating system (“System”). You agree that Lincoln, 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. Lincoln 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 MyLincoln 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(i), below, for contact details). Lincoln is seeking and obtaining consent to provide Software Updates on its behalf and on behalf of Ford Motor Company and Ford Motor Company of Canada, Limited.

#### ***c. Complimentary Service Period***

New vehicle owners will receive up to four (4) years of complimentary embedded modem subscription service from the vehicle sale date recorded by the dealer. This complimentary 4 year service term period is available for original owners and is fully transferrable. Lincoln reserves the right to cancel this complimentary subscription 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 Lincoln's sole discretion.

No refunds will be given if MyLincoln Mobile™ is cancelled during the 4 year complimentary service term period.

#### ***d. Profile Information***

MyLincoln Mobile™ allows you to set a profile nickname and preferences in your account via the App so you can request alerts/notifications and find dealer locations. You may not create names that are profane or obscene. Lincoln 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.

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

Lincoln, 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 MyLincoln 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 MyLincoln Mobile™, you may deactivate the account by performing an in-vehicle master reset, removing the VIN from all of your associated MyLincoln Mobile™ accounts, or by allowing another user to assume the account and deleting yourself from it. If you are a new owner of a pre-owned Lincoln, you may register and “take over” the previously-linked VIN, and then accept the in-vehicle prompts. 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 MyLincoln Mobile™ accounts.

For more information, please see [www.owner.lincoln.com](http://www.owner.lincoln.com).

#### ***f. Charges***

Data charges may apply when using MyLincoln Mobile™.

### **3. Scope and Availability**

#### ***a. Availability in US and Canada***

MyLincoln Mobile™ is available in the United States (excluding U.S. Territories) and Canada. Not all Features or services will be available in all markets and coverage is limited to your cellular phone coverage. Availability of Features is subject to change and dependent on mobile device and vehicle capability.

#### ***b. Third Party Data Services***

MyLincoln Mobile™ uses data from third parties to provide services and the data provided, including maps, may not always be accurate. Lincoln 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***

MyLincoln 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 Lincoln 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. Lincoln is not responsible for any interruptions of MyLincoln Mobile™ or its Features.

### **4. Vehicle Safety**

**Warning: Operating this App while driving could distract your attention away from the road, which could lead to an accident and serious injury. Do not change app 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. Driver Judgment***

Any location 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.

***c. Route Safety***

When using MyLincoln 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. Lincoln 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.

**5. MyLincoln Mobile™ Push Notifications**

MyLincoln Mobile™ may send push notifications to your cell phone, if you elect to receive notifications via the phone's operating system. Such notifications are intended to be read in a safe manner, such as when the vehicle is not moving. Do not read messages while driving. You agree to comply with all applicable federal, local and provincial or state laws.

***a. Push Notifications Opt-in***

Based on the notifications preferences that you select upon or after registering your account, MyLincoln Mobile™ may send Push Notifications to your registered cell phone. By enabling 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 MyLincoln Mobile™ sending and you receiving push notifications in accordance with these Terms and Conditions, including the MyLincoln Mobile™ Privacy Statement.

Message and Data Rates may apply.

***b. Push Notifications Opt-Out***

You may opt-out of receiving MyLincoln Mobile™ App push notifications by turning them off in your 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 MyLincoln Mobile™ account information, including your password, and for any and all activity that occurs under your account. You agree to notify Lincoln 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 Lincoln or your dealer due to someone else using your user name, password, 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, or account. Lincoln 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. Personally Identifiable Information:**

When you use MyLincoln Mobile™ App the App will ask you to provide personally identifiable information. For purposes of this Privacy Statement, personally identifiable information is information that identifies you as an individual such as your name, street address, telephone number, and email address. If you opt not to provide personally identifiable information you will be unable to utilize the App, create log in credentials, register for the embedded modem subscription service, or request to receive marketing or promotional materials including emails.

### **Online Tracking Information**

When you use the App, analytics providers may collect information about your activity on the App.

Because there is not yet a common understanding of how to interpret “Do Not Track” (“DNT”) signals other than cookies, Lincoln does not currently respond to undefined “DNT” signals.

Most settings can be configured not to accept cookies, however, this may prevent you from having access to some functions or services of the App or on our websites.

See Section 7.c. Other Information Collected and How It May be Used for information regarding information we collect for analytics purposes based on activity on this App.

### **1. MyLincoln Mobile™ Application with No Embedded Modem:**

The MyLincoln Mobile™ App's Dealer Locator Feature is provided by a third-party vendor, Bing. In order to provide you with the closest dealers, the App utilizes your mobile device's GPS location. Lincoln does not receive this information. You are encouraged to review the terms of service and the privacy policies of the mapping service provider. By using the Dealer Locator feature, you agree to be bound by the Microsoft Service Agreement and the Microsoft Online Privacy Statement.

### **2. MyLincoln Mobile™ Application with the Embedded Modem:**

When you use the MyLincoln Mobile™ App with the embedded modem, certain information is collected from vehicle sensors in order to provide you with advanced MyLincoln Mobile™ functionality.

Information is collected from vehicle sensors: 1) during certain events or conditions (such as when the remote start, lock/unlock features, or update requests are used), 2) under certain in-vehicle conditions (such as when the ignition is turned on or off), and 3) during certain non-user vehicle events (such as

when the alarm is sounding). The information collected may include 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), and driving characteristics (e.g. seat belt warning, accelerator pedal position and brake pedal position). The information collected may be identifiable to you, your MyLincoln Mobile™ account and your vehicle. If anyone else uses your vehicle the data will be associated with you, your MyLincoln Mobile™ account and your vehicle. It is your responsibility to make anyone using your vehicle aware of the collection and use of this information.

This App also provides a Dealer Locator Feature which is provided by a third-party vendor, Bing. In order to provide you with the closest dealers, the App utilizes the vehicle's GPS location. Upon your request for mapping services, Lincoln will send your vehicle GPS location to Bing. You are encouraged to review the terms of service and the privacy policies of the mapping service provider. By using the Dealer Locator Feature, you agree to be bound by the Microsoft Service Agreement and the Microsoft Online Privacy Statement.

#### **b. How Personally Identifiable Information May be Used and Shared:**

The primary goal in collecting personally identifiable information from you is to provide you the functionality and services that you need to have a meaningful and customized experience while using the MyLincoln Mobile™ App. MyLincoln Mobile™ (and its providers) may collect, log, store, and share amongst each other personally identifiable vehicle status and information and personally identifiable information regarding your use of the MyLincoln Mobile™ App in order to provide MyLincoln Mobile™ services, troubleshoot problems, and create a more personalized experience. Your personally identifiable information may be shared with service providers including mapping and cloud network providers.

Personally identifiable information collected by MyLincoln Mobile™ may be used alone or in conjunction with other information about you that we may have to: fulfill your requests; make your experience more customer friendly and personalized, and contact you if necessary; improve products and services, and to market to you where permitted by law; and comply with legal requirements. MyLincoln Mobile™ may share this personally identifiable information with other companies within the Ford family of companies or subsidiaries where permitted by law. Our "family of companies" is the group of companies related to us by common control or ownership. 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.

If you opt not to provide personally identifiable information you will be unable to register to use the MyLincoln Mobile™ App with the embedded modem. For your convenience, the credentials you create as part of your account may also be utilized on Lincoln Concierge, or other Ford or Lincoln Motor Company websites such as [www.Ford.com](http://www.Ford.com).

MyLincoln Mobile™ service providers who have access to your personally identifiable information in connection with providing MyLincoln Mobile™ services are required to keep the information confidential. Service providers are not permitted to use this information for any other purpose than to carry out the services.

Lincoln will not share any personally identifiable information collected in association with the MyLincoln Mobile™ services with independent third parties for their independent use unless Lincoln has a good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Lincoln; (b) protect and defend the rights or property of Lincoln; or, (c) under exigent circumstances to protect the personal safety of users of Lincoln, its web sites, or the public, and only

where permitted by applicable law. In the circumstances listed above, Lincoln and its service providers will disclose personally identifiable information without notice.

### **c. Other Information Collected and How It May be Used:**

Lincoln may use and share any de-identified, aggregated, or otherwise non-personally identifiable information it obtains in connection with providing MyLincoln Mobile™ for any purpose. If you do not agree to the use of this non-personally identifiable information, do not activate or use MyLincoln Mobile™.

The MyLincoln Mobile™ App collects non-personally identifiable information from users. This means that these items are not tracked on an individual basis that identifies the user, but rather information is gathered and collected on an aggregate basis that includes all users. Non-personally identifiable information includes tracking the App pages that are visited or the amount of time spent on the App. The App may collect additional non-personally identifiable information which may include the type/model of the mobile device viewing the App and the mobile device's service provider and operating system. We may use this information to: 1) compile aggregate and statistical data to help in design and to identify popular App features, 2) measure App activity to allow Lincoln to update the App to better meet user wants and needs, 3) provide content that may be of interest based on pages visited and items viewed, 4) make the App user experience more customer friendly, and 4) develop new and improved products, services and offers and marketing programs.

Lincoln may use session and persistent "cookies," session logs, spotlight ads/web beacons/GIF/pixel tags, banner ads or links, and third-party click tracking analytics tools (such as Google Analytics) to collect aggregate or other non-personally identifiable information about App users. These third-party tools may collect information about your use of the App and across different Apps over time.

This App may utilize application embedded tools that help us in many ways to make your visit to this App more enjoyable and meaningful to you. For example, device identifiers that allow Lincoln to tailor the App to better match your preferences and avoid repeated activities. Users may be directed to MyLincoln Mobile™ via banner ads or site links. Ads or site links that are placed by MyLincoln Mobile™ use cookies or web beacons to deliver metrics on the effectiveness of the ads or links. They do not collect personally identifiable information from the user.

A "cookie" is a small text file that helps us in many ways to make your visit to a website or use of an App more enjoyable and meaningful to you. For example, cookies avoid you having to log in every time you come back to a website or App. They also allow Lincoln to tailor a website, App, or advertisement to better match your interests and preferences. There are a couple different types of cookies.

A "session" cookie is stored only in your computer's working memory (RAM) and only lasts for your browsing session. When you close all your browser's windows, or when you shut down your computer, the session cookie disappears forever.

A "persistent" cookie is stored on your computer's hard drive until a specified date, which could be tomorrow, next week, or 10 years from now. Persistent cookies stay on your computer until either a) they expire, b) they are overwritten with newer cookies, or c) you manually remove them. Most browsers can be configured not to accept cookies, however, this may prevent you from having access to some site or App functions or features.

The MyLincoln Mobile™ App may use spotlight ads/web beacons/GIF/pixel tags which are application instrumentation tools that help us to determine, for instance, whether a page has been viewed or not and, if so, how many times. Emails or electronic newsletters we send may use tools (e.g., pixel tags or web beacons) to gather email metrics and information to improve the reader's experience such as how many

of the emails are opened, if they were printed or forwarded, the type of device (e.g., mobile or PC) from which they were opened, and the city, state, province and county associated with the applicable IP address. In general, any electronic image viewed as part of a webpage, including an ad banner, can act as a web beacon.

This App may generate a "session log" when you utilize the app. Session logs are used to help us determine how people travel through sites or Apps. In this way, pages can be structured so that the information most frequently visited is easier to find. By tracking page visits, it can also be determined if the information provided is being used.

This App may utilize application embedded tools that help us in many ways to make your visit to this App more enjoyable and meaningful to you. For example, device identifiers that allow Lincoln to tailor the App to better match your preferences and avoid repeated activities. Users may be directed to MyLincoln Mobile™ via banner ads or site links. Ads or site links that are placed by MyLincoln Mobile™ use cookies or web beacons to deliver metrics on the effectiveness of the ads or links. They do not collect personally identifiable information from the user.

#### **d. Consent to Information Collection and Transfer:**

By activating or using the MyLincoln Mobile™ App and embedded modem, you expressly agree to the collection, logging, storage, use and sharing of your vehicle status and information, GPS data and speed for the purposes set forth in this Section. Further, you agree to obtain the consent to the collection, logging, storage, use and sharing of vehicle status and information, GPS data and speed for the purposes set forth above from any other person(s) to whom you provide access to and use of the vehicle.

You understand and consent to the collection, use, processing, transfer, and disclosure of your personally identifiable and non-personally identifiable information globally --- including to the United States. Such information may be transferred across country borders, and used, processed, and disclosed in global locations that may have different levels of privacy protection than in your own country. If you do not consent or do not wish to disclose this information, do not activate or use MyLincoln Mobile™.

#### **e. Security and Retention of Your Information:**

Safeguarding information of App users is important to us. Lincoln uses systems, policies and procedures to maintain accuracy of information and to protect information from loss, misuse or alteration. When you send personally identifiable information, such as email address or telephone numbers, to your MyLincoln Mobile™ account, "Secure Socket Layers" or SSL or similar technology is used to protect your data. SSL is encryption technology that helps safeguard your personally identifiable information against misuse by unauthorized individuals.

All personal information you provide to us or is collected from your vehicle is encrypted in transit and stored on our or 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.

Your personally identifiable information is retained as long as required to fulfill the purposes described in this Privacy Statement. We have established retention policies and procedures to ensure that when the retention period expires, your personally identifiable account information will be removed from our systems and destroyed in a secure manner.

If you want to delete your MyLincoln Mobile™ account, or deactivate your embedded modem, please contact your local Customer Relations Center at the contact information provided in Section 7.i. Access To and Control Over the Use of Your Information & Contacting Us, below, or perform an in-vehicle master reset or remove the VIN from all associated MyLincoln Mobile™ accounts.

**f. Links to Other Website or Apps:**

MyLincoln Mobile™ may provide links to other websites or Apps. You are encouraged to review the privacy statements of all sites or Apps that you visit, including those whose links are provided so that you can understand how those sites or Apps collect, use and share your information. MyLincoln Mobile™ is not responsible for the privacy statements, content or data handling practices on other websites or Apps.

**g. Privacy of Communications Over Wireless Networks:**

Because MyLincoln Mobile™ provides features and services through wireless networks, we cannot promise that your communications will not be intercepted by unauthorized parties. By using MyLincoln Mobile™, you agree that Lincoln will not be liable for any damages associated with unauthorized use of communications over such networks.

**h. Children's Privacy:**

MyLincoln Mobile™ does not knowingly intend to collect personally identifiable information from children under 13 years of age.

If a child has provided personally identifiable information, a parent or guardian of that child may contact Lincoln at the phone number or mailing address listed in the section directly below if they want this information deleted from Lincoln's records. Lincoln will then make reasonable efforts to delete the child's information from the database that stores information for MyLincoln Mobile™.

**i. Access To and Control Over the Use of Your Information & Contacting Us:**

If you have any questions, comments or concerns about this Privacy Statement, MyLincoln Mobile™ privacy practices, have any questions regarding the contents of this App, or wish to correct or update the personally identifiable information you provided in connection with your embedded modem subscription, please contact us at:

Telephone	Mailing Address
1-888-214-2591      Available 24x7, 365	Ford Motor Company Customer Relationship Center
Available Monday – Friday 8:00 am - 8:00 pm EST Available Saturday 9:00 am – 5:30 pm EST	P.O. Box 6248 Dearborn, MI 48126

The Lincoln Motor Company in Canada may be contacted Monday-Friday 8:30am-8:00pm EST at 1-800-387-9333 or by mailing Ford Motor Company of Canada Limited, The Canadian Road, P.O. Box 2000, Oakville, Ontario, Canada L6K 0C8. Reasonable efforts will be used to correct any factual inaccuracies in your information.

#### **i. Privacy Statement Effective Date and Revision Days:**

Occasionally this Privacy Statement may be updated in order to reflect any changes to the App or privacy practices. If this Statement is updated, the new statement will be posted to the App ten (10) days prior to the changes taking effect.

The effective date of this Privacy Statement is November 30, 2015.

### **8. Liability and Disputes**

#### ***a. Disclaimer and Limitation of Liability***

This App and all the information it contains is provided for information purposes only on an "as is" and "as available" basis and could include technical, typographical or other errors. In certain areas, the information provided may represent an opinion or judgment. Lincoln, its affiliates, subsidiaries, dealers, 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 the App, the information, Materials, content, availability, and products. To the fullest extent permitted by applicable law, Lincoln, its affiliates, subsidiaries, dealers, agents and representatives disclaim all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. In the event this App fails to conform to any applicable warranty, you may notify your app store provider, and it may refund the purchase price for the App to you and that, to the maximum extent permitted by applicable law, it will have no other warranty obligation whatsoever with respect to the App. You acknowledge that your app store provider is and will not be responsible for addressing any claims by you or a third party relating to the App or your use or possession of the App, including but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

To the fullest extent allowed by applicable law, Lincoln, its affiliates 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, MyLincoln Mobile™; any materials, information, qualification, and recommendations appearing in MyLincoln Mobile™; any software, tools, tips, products, or services offered through, contained in, or advertised on MyLincoln Mobile™; any link provided on MyLincoln Mobile™; or breach of any account and password, whether or not Lincoln has been advised of the possibility of such damages. Furthermore, in no event shall any MyLincoln 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 law. This provision shall survive the termination of your right to use MyLincoln Mobile™. By using MyLincoln Mobile™, you acknowledge that you will be fully liable for all damages resulting directly or indirectly from the use of MyLincoln Mobile™.

#### ***b. Indemnification***

You agree to indemnify and hold harmless Lincoln and its affiliates 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 the MyLincoln Mobile™ Application or its services or features, your breach or alleged breach of these Terms and Conditions and all policies and guidelines, including the MyLincoln Mobile™ Privacy Statement, license and other service agreements, or associated notices, and/or your breach or alleged violation of the intellectual property or other rights of third parties. Lincoln 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 Lincoln's defense of such claim. You acknowledge and agree that Lincoln 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 MyLincoln 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, including the MyLincoln Mobile™ Privacy Statement, license and other service agreements, and associated notices;
- errors associated with MyLincoln Mobile™;
- any advertisement or promotion relating to MyLincoln Mobile™, its services or Features, or the MyLincoln Mobile™ Application;
- MyLincoln 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 class-wide arbitration against Lincoln related to any Claim. This provision shall survive the termination of these Terms and Conditions, your account, and your right to use MyLincoln Mobile™.

### ***d. Governing Law***

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