The Ford App Terms and Privacy Policy
Ford Group Philippines, Inc.

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A few important points:

- In this document, the Ford app Terms are set out in Section 1 and the Ford app Privacy Policy is set out in Section 2.
- Only use the Ford app when it is safe to do so.
- Use of Ford app requires a compatible mobile device, internet access and software, and may require obtaining Ford app updates from time to time. You may need to install the newest version of the Ford app before you can use Ford app again. Because of this, and because of things like network failures, flat batteries, or lost devices, make sure you can always access your vehicle, via your key, even when you can't access Ford app.
- You are responsible for internet access, mobile network data and voice call services required for your use of the Ford app on your mobile device, including fees.
- Ford app transmits data from your mobile device and, if you choose to connect Ford app with your vehicle, from your vehicle. You can manage the types of data, including location data, that are transmitted from your device (and, if applicable, your vehicle). However, if you choose to disable data transmission, this may result in you being unable to use certain features of Ford app.
- If you use your Ford app linked to a Connected Vehicle (described below), please carefully read the Ford Connected Vehicle Terms and Privacy Policy available here https://www.ford.com.ph/privacy-policy/ , which are expressly incorporated by reference into these Terms.
- If you share your mobile device or Connected Vehicle with any other persons, it means that we may also have access to or obtain their personal data. You are responsible for ensuring that those persons have read and understood Ford Connected Vehicle Terms and Privacy Policy and provided their consent (if consent is required) when they are using your mobile device or your Connected Vehicle.
- Vehicle images shown on Ford app screen might be different from the model you purchased.
- Do not download and install the App on a jailbroken or rooted device. Using a jailbroken or rooted device may expose your mobile device to risks, including but not limited to security vulnerabilities, stability issues, and crashes.

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1. THE FORD APP TERMS

1.1. Introduction

Welcome to Ford app.

Before we get started, we want you to know how the Ford app works, including how it works with Connected Vehicles (described below) and we need you to tick the box(es) to accept these Ford app Terms and Privacy Policy (**Terms**) once you've reviewed them.

Ford app is an app that you can download onto your mobile device. It can be used in conjunction with a Connected Vehicle or not.

Vehicle's Modem is a cellular modem containing a SIM card which enables a Ford vehicle to connect to the internet, much like a mobile device with a SIM card. The cellular modem is embedded in the vehicle and just like other parts of a vehicle, is fitted at the factory.

If you have a vehicle's Modem in your vehicle, you have a **Connected Vehicle**. To make use of it, you need to download the Ford app, create an account and, similar to the concept of Bluetooth pairing, link the two together to create an 'activated' vehicle. Once activated, in addition to the standard services offered in Ford app, a range of **Connected Services** are available to you.

Lastly, the Ford app can be used as a standalone app, where you may see some information about a given vehicle.

These Terms cover the **Ford app**. Where you link your Ford app to a Connected Vehicle, please read carefully the Ford Connected Vehicle Terms and Privacy Policy available here https://www.ford.com.ph/privacy-policy/.

1.1.1. Ford app Agreement

These Terms govern access to and use of the Ford app between the individual user of Ford app (**you**) and Ford Group Philippines Inc., 14F Unit 2 One Griffinstone Building, Commerce Avenue corner Spectrum Midway Extension, Alabang, Muntinlupa City (**Ford**, **we**, **us**).

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 Ford app. Ford app relies on personal data from you, your mobile device, and if you choose, your vehicle, so we can deliver services to you. Please also see our Ford app Privacy Policy in Section 2 below for more information. These Terms are available in Ford app in your account settings. Access to and use of Ford app under these Terms is limited to the Philippines.

Ford enables access to vehicle related information and services through Ford app (**Services**). The Services that may be available to you are described below. To use Ford app Services you are required to register and accept these Terms. Registering for Ford app requires you to select your country, to provide your first and last name as well as your e-mail / mobile phone number address and to create a password. You have the option to add your address. You can also choose to receive marketing communications from us.

These Terms will take effect and will form a binding agreement between you and us, as soon as you receive a confirmation by email or when you use Ford app for the first time. 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 or introduce new Services, we will alert you through Ford app to these Terms, and allow you an opportunity to accept the modified Terms. 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 SMS to your current registered SMS. If you do not wish to accept the amended Terms, you may uninstall the Ford app and stop using it.

1.1.2. System Requirements, Updates and Cancellation

Use of Ford app requires a compatible mobile device, internet access, and software, and may require obtaining Ford app updates from time to time (which may add, remove or modify services). Once updated, you acknowledge that Ford app is unable to be reverted to previous versions. You are responsible for internet access, mobile network data and voice call services required for your use of the Ford app on your mobile device, including fees. You agree that we are under no obligation to provide any updates to Ford app and can, at our discretion, offer optional paid services or updates in the future.

Do not download and install the App on a jailbroken or rooted device. Using a jailbroken or rooted device may expose your mobile device to risks, including but not limited to security vulnerabilities, stability issues, and crashes.

The Ford app can only work when connected to the telecommunications network. It may be unavailable or particular services interrupted from time to time for a variety of reasons, for example due to poor signal strength or Ford app infrastructure changes.

Certain Ford app features may require your vehicle to have a compatible SYNC in-vehicle system or Ford app Connect modem (**Software**). If your vehicle is equipped with Software, you agree that Ford, our affiliates, service providers and/or designated agents of Ford may remotely check and deliver Software updates, upgrades, supplements, or changes to the Software without any further notice or additional consent from you. Ford app features may vary for each vehicle specifications.

You are responsible for keeping your Ford app account information and password a secret. You are responsible for any activity that occurs in your account, including unauthorised activity. You agree to notify us immediately of any unauthorised use of your account or password.

If you no longer choose to use Ford app, you can uninstall the Ford app from your mobile device. If you uninstall the Ford app, this will not delete your account information. If you wish to delete your account please contact our Customer Experience Specialist (emailus@ford.com) and provide them with the email address you used to set up your account.

If your vehicle has a vehicle's Modem your vehicle will continue transmitting data to Ford even if you uninstall the Ford app. You can turn off 'Vehicle Connectivity' via the vehicle settings menu and therefore, the sending of data from your vehicle's modem will cease. In the settings menu:

- Select **Connected Vehicle Features.**
- Select **Vehicle Connectivity** and slide to the 'off' position.

1.2. Services

We may expand the scope of the available Services and/or add new Services to Ford app in the future. Below you can find a description of the services which are currently available in Ford app across the following three categories of use and the terms you should be familiar with when using those services:

- Connected to a vehicle fitted with an embedded modem (Connected Services);
- Not connected directly to a vehicle.

1.2.1. Connected Services

In addition to Ford app Services, if you link your Ford app to a Connected Vehicle, you may have the ability to access certain operational features through the Ford app, including locking and unlocking the doors, remote start and remote stop, etc. if allowed in your country. These features may not be available on all vehicle makes and models.

The vehicle's Modem fitted to your vehicle, will only work with the 3G/4G telecommunications networks. When these networks are no longer available, the vehicle's Modem will stop functioning and the Connected Services and all data transmission via the Ford app Connect modem will cease. The telecommunications services for the Connected Vehicle are provided by our third-party service providers. Due to security and compliance issues, you may be requested to comply with their requests from time to time, including the obligation relating to SIM card registration and verification.

You can choose to share access to your Connected Vehicle to other users by authorizing them to connect to your vehicle in their own Ford app account. If you are driving a vehicle with more than one Ford app account connected to it, depending on the connectivity settings selected in the vehicle, the user(s) of each account will have access to the information and services outlined above.

A detailed description of the Connected Services and related personal data collection, use and/or disclosure is provided in the Ford Connected Vehicle Terms and Privacy Policy available here https://www.ford.com.ph/privacy-policy/, the terms of which are expressly incorporated by reference into these Terms.

1.2.2. Dealer Services

Ford app allows you to connect with Ford dealers, including information about their locations and the services they offer. Where you connect with your dealer via Ford app for servicing needs, all appointments and vehicle services are the responsibility of you and your Ford dealer. Ford dealers are separate legal entities independent from us, and we are not

responsible or liable for dealers' activities, including any services you receive from your dealer or the content of dealer websites.

1.2.3. Vehicle Details

The Vehicle Details feature may allow you to access certain information related to your vehicle via Ford app. In order to register your car with the Vehicle Details feature, you will need to enter your Vehicle Identification Number (VIN). You must be an authorised owner, driver or servicer of the vehicle in order to link your Ford app account to the VIN. You may remove your VIN from Ford app at any time; however, any removal of the VIN may affect your ability to access certain Ford app Services.

The Vehicle Details feature may allow you to view certain notifications on Ford app regarding Vehicle Status and Health Alerts when your Ford app account is connected to a vehicle or through the vehicle's Modem in your vehicle. These alerts may include fuel level, odometer and diagnostic information. Please note that the information provided in Vehicle Details is for convenience purposes only. 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.

1.2.4. Ford App Center

The Ford App Center feature allows you to connect with a Customer Experience Specialist via phone or email (emailus@ford.com) if you need any support on using the various Ford app Services. A Customer Experience Specialist may ask you to verify your Ford app account by requesting your phone number or email address. If you provide your personal contact information, you agree that Customer Experience Specialist may use such personal contact information to contact you in order to assist you with your query.

1.3. 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 uninstalling the Ford app.

We may terminate this agreement, or suspend temporarily part or all of your access to the Ford app features at any time (acting reasonably) by written notice (including by SMS to your current registered SMS) for reasons including (but not limited to) the following:

- 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;
- circumstances arise where (in our reasonable opinion) such action will mitigate an identified risk or prevent Ford app from being used for unlawful purposes or otherwise abused, manipulated or otherwise undermined by you or through your Ford app account; or
- where we decide to no longer offer some or all of the Services through Ford app.

Without limiting the above, we may suspend your access to Ford app or your Ford app 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.

1.4. Vehicle Safety

WARNING: Driving while distracted can result in loss of vehicle control, crash and injury. Do not access or use Ford app on a mobile communications device (*e.g.*, hand-held device) while driving. Please note that the use of a mobile communications device to write, send, or read a text-based communication or to make or receive calls, and other similar acts while driving is prohibited under the Anti-Distracted Driving Act (Republic Act No. 10913).

Ford app 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.

1.5. Integration with other Ford services / third party services

Ford app may integrate with, or contain links to other apps, 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 Ford app platform. We will indicate when you are leaving the Ford app platform. We encourage you to read the terms and conditions and privacy policy of each Third Party Service that you use.

Ford app may use data from third party sources, such as maps and directions, to provide you with 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 Ford app include:

http://here.com/services/terms; http://here.com/privacy/privacy-policy/;
http://legal.here.com/terms/supplier-requirements/hlp-developers/ .

Google Maps Services & Google APIs:
Ford app uses Google Maps services and Google Application Programming Interfaces (APIs) to provide essential functionality for Ford app features with maps, address information, and searches for places or points of interest, including features like Ford app Location (to help locate a vehicle in your Ford app garage), Public Charging (if available for your vehicle).

Google requires your consent to use the Google Maps services and Google APIs, which involves sharing the following categories of personal information with Google:
https://policies.google.com/terms

- Precise location – depending on the Ford app feature or the functionality being used, this could be the precise location of a vehicle, your mobile device, a charging station, or another place or point of interest you search for;
- Identifiers (such as device IP address, a unique Maps Software Development Kit (SDK) identifier, a generic Ford app identifier)
- Technical device information (such as device type, operating system version number, SDK version number, screen size, color theme, etc.);
- Maps performance and interaction events data (such as panning, zooming, and abnormal termination/crash metrics); and
- Your search queries.

Google uses the personal information it collects through use of the Google Maps services and Google APIs: to provide the Google Maps services and other services supported by the Google APIs; to troubleshoot and provide technical support; to maintain Google Maps platform security and capacity; to improve Google Maps and other Google APIs, products, and services; and for other purposes described in Google's Privacy Notice , which is incorporated by this reference.

You have the opportunity to provide consent before using a Ford app feature that includes the Google Maps services or Google APIs. You can withdraw your consent at any time in your Privacy Settings, located under the "Account" tab. If you decline, you will not be able to use the Ford app features that rely on Google Maps services or Google APIs for essential functionality.

Ford app 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.

1.6. Limited Licenses

Ford app (including all software, content and data) is owned by us or used under licence. Ford app 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 Ford app, 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 Ford app.

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 Ford app for your personal, non-commercial use only.

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

- you must not, nor allow third parties to, create derivative works, use any data mining, robots, or similar data gathering and extraction tools on Ford app, create a database, systematically download, store any or all of the materials from Ford app or websites, link or frame any portion of Ford app, extract, derive or attempt to extract or derive any source code or structure of all or any portion of Ford app by reverse engineering, disassembly, decompilation or any other means;

- you must not use Ford app 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;
- you must not use Ford app with other content or in a manner that impersonates any person, business or entity, including us;
- 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; and
- you must not import any computer data into Ford app or App Store/Play Store where you have downloaded Ford app, which is dishonest, fraudulent, distort, fake or false which may cause damage to the people, to the maintenance of national security and safety, public safety, national economic security or an infrastructure which is national public interest, or in a manner which stirs up public agitation, or computer data which is in violation of applicable laws or publicly accessible obscene content.

1.7. Trademark Notice

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

1.8. Liability

To the extent permitted by law, 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 Ford app, 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 Consumer Act Republic Act No. 7394, 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 and all similar or equivalent legislation, rules and regulations, is limited to (at our option):

- in the case of goods, including the Ford application (to the extent Ford app 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
- in the case of services, including the Services – supplying the services again or paying the cost of having the services supplied again.

Without limiting or affecting any other provision of this document, to the full extent permitted by applicable law, our maximum aggregate liability to you for any loss, damage, liability or expense you incur or claims you make against us under or in connection with this agreement (however arising, including in negligence) is limited to the higher of the amount of fees you have paid to Ford to purchase the Ford app (if any) or the sum of PhP4,000

Ford will use reasonable skill and care to ensure that Ford app is safe and secure to use and to prevent it from causing damage to your device or any other digital content stored on your device. However, Ford cannot guarantee that Ford 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 Ford app 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 unauthorized access to your Ford app account or there is any other security breach or issue relating to Ford app, you must notify Ford immediately 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 Ford app 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.

In the event that your vehicles and/or software has been modified or equipped with any parts or accessories, Ford will not guarantee or be liable to the App functionalities and precise performances.

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 Ford app or the Services other than for personal use.

1.9. Apple iOS App Store

If you obtained the Ford 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 Ford app and the content thereof;

c) without limiting Section 1.6, your license to use Ford app 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 Ford app 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 Ford app, either under this agreement or applicable law;

e) in the event of any failure of Ford app to conform to any applicable warranty:

(1) you may notify Apple, and Apple will refund you the purchase price for Ford app; and

(2) to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to Ford app, 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 1.8).

f) Ford, not Apple, is responsible for addressing any claims of you or any third party relating to Ford app or your possession and/or use of Ford app, including but not limited to:

(1) product liability claims;

(2) any claim that the Ford app 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 Ford app or your possession and/or use of Ford app infringes that third party's intellectual property rights, Ford, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such claim (subject to limitations of liability in Section 1.8);

h) you represent and warrant that:

(1) you are not located in a country that is subject to a U.S. Government or Philippines Government embargo, or that has been designated by the U.S. Government or Philippines Government as a "terrorist supporting" country; and

(2) you are not listed on any U.S. Government or Philippines Government list of prohibited or restricted parties;

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

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.

1.10. 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.

1.11. Governing law

These Terms shall be governed by, and interpreted in accordance with the laws of the Republic of Philippines.

1.12. Contact Us

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

Email Customer Experience Specialist/ Ford Customer Relationship Centre: emailus@ford.com

Phone Customer Experience Specialist/ Ford Customer Relationship Centre: +63-2-8866-9408 or 1-800-10-736-3673 (Toll Free)

Mail Ford Group Philippines

14F Unit 2 One Griffinstone Building, Commerce Avenue corner Spectrum Midway Extension, Alabang, Muntinlupa City

2. THE FORD APP PRIVACY POLICY

2.1 Our Privacy Commitment to You

We commit to managing your personal data fairly and in accordance with our privacy policies and the provisions as contained in the Data Privacy Act (Republic Act No. 10173) (**Privacy Act**). You can find out about our privacy practices more generally at https://www.ford.com.ph/privacy-policy/.

In this Ford app Privacy Policy, "personal data" has the meaning set out in the Implementing Rules and Regulations of the Privacy Act. Essentially, personal data is information about an individual which is reasonably identifiable whether directly or indirectly. This Ford app Privacy Policy will help you understand what personal data we collect, use and/or disclose from the Ford app, why we collect it, and what we do with it.

Further, where you connect your Ford app to a Connected Vehicle, and where connected vehicle data is associated with your VIN and linked to you, Ford will manage this as personal data. If you have a Connected Vehicle, please carefully read the Ford Connected Vehicle Terms and Privacy Policy available here https://www.ford.com.ph/ford-app/.

We may change our Ford app Terms and Privacy Policy from time to time at our discretion. We will notify you (or obtain your consent if consent is required) of any substantial changes or any legally required changes which are substantial to this Privacy Policy. This Privacy Policy is also available in Ford app in your account settings information.

2.2 Personal data we collect

We collect the following types of personal data through your use of Ford app or third-party services that integrate with Ford app, which we also may combine with other information we hold about you:

- You provide information about yourself when you download the Ford app, create an account or use any of the Services offered through the App. The information you provide includes your name and email address and may include your street address, telephone number, and Vehicle Identification Number (VIN).
- Each time you use the Ford app, it may automatically access from or store to your device technical information including mobile device information, such as software or operating system version, unique device identifiers, IP address, mobile network information and mobile phone number, preference settings and details of your use of the App and the Services that you access. The App may also access motion related information from your mobile device's accelerometer, gyroscope and compass which is used by the App to determine whether you are driving.
- Depending on the Services you use, we may collect and use precise location information from your mobile device. Where you connect your Ford app to either a Connected Vehicle, location information may also be collected from that vehicle. Location information collected from your mobile device and/or vehicle 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.
- Where you connect your Ford app to either a Connected Vehicle, we may collect vehicle information, such as VIN, Electronic Serial Number of your vehicle's Modem (ESN), SIM serial number (ICCID), maintenance data showing status of vehicle systems (e.g. fuel and fluid levels and engine temperature), diagnostic data (e.g. Diagnostic Trouble Codes (DTCs) when detected), and other data on how the vehicle is operated and used.
- We collect information about how you use Ford app or third-party services that integrate with Ford app, such as when and for how long you use features and when you contact us, a record of your communication.
- We use tracking technologies that collect information about how Ford app is used and how it is performing including if it crashes, and which may be able to be connected across devices and over time. These may include cookies (small files that are stored on your device), pixels or web beacons (small pieces of code placed on web pages and content that communicate when the page or content has been viewed), log data (logs created that include IP address, date and time of activity, and the website or location that referred you to Ford app), or third-party analytics tools. Some of these technologies can be limited or deactivated through your browser or device settings, but some cannot. Ford app does not respond to "Do-Not-Track" requests. This does not otherwise limit your ability to use existing functionality of your browser, mobile device or social media accounts to opt-out of Interest-Based Advertising (see Section 2.11 below for further details).

In addition to the types of personal data identified above, Ford may collect other types of personal data as otherwise permitted or required by law.

2.3 How we use and/or disclose personal data we collect

We may use and/or disclose your personal data:

- for the purposes for which we collected it (and related purposes which would be reasonably expected by you);
- for other purposes to which you have consented;
- as otherwise permitted or required by law; and
- other legal bases that we can rely on under the relevant laws.

In general, we collect, use and/or disclose your personal data so that we can do business with you and for purposes connected with our business operations. We use the personal data we collect about you through the Ford app and from the vehicle(s) that you connect to it to provide you with the Services, including those described above.

Some of the specific purposes for which we collect, use and/or disclose personal data are:
- to provide you with App functionality and services;
- to allow you to control certain vehicle features and to provide you with Connected Services;
- contact you about the services we, our suppliers or Ford app partners provide thru Ford app, Online Service Booking platform, Pick Up and Delivery, and any platform/channel on Ford app;
- to fulfil your requests and deal with your inquiries;
- to personalise your experience and the communications you receive;
- to manage and improve our business and our relationship with you;
- to assess the quality of the services we and our dealers provide, and the services our suppliers provide to us or on our behalf;

• to provide over-the-air updates to the vehicle's Modem(If available).
• for troubleshooting purposes;
• to carry out remote diagnostics activities;
• to predict which Ford products or services could be of interest to you;
• to conduct research and develop new and improved products, services, and business and marketing strategies;
• to comply with legal requirements or requests from public authorities; and
• to detect, prevent, or otherwise address fraud, security, safety, or privacy issues.

We may also use and disclose your personal data for the purpose of direct marketing to you where you have opted in to receive any marketing materials from Ford, or it is otherwise permitted by law. Direct marketing involves communicating directly with you for the purpose of promoting goods or services to you. Direct marketing can be delivered by a range of methods including mail, telephone, email, SMS or in-App push notifications. You can update your marketing contact preferences at any time through the following methods:

- Contact Ford Customer Relations Center at (02) 8866 9408 or 1-800-10736-3673
- Email the request to emailus@ford.com
- Visit the owner's dashboard at https://www.ford.com.ph/myaccount/account-dashboard, login to your Ford Member Account and customize your marketing communication preferences as deemed suitable

We also like to make sure the communications we send you and our interactions with you are as relevant to you as possible. As a result, from time to time, we may use information about you collected from public sources (eg online resources) and from third parties (such as our service providers, like web hosting providers, analytics providers, or advertising services) to help us determine what Ford products and services you might be interested in. For example, analytics providers and advertising services may analyze the information they collect from online and other sources to provide us with information about your demographics and interests – such as inferences about your age range and the types of products or services that may interest you. We may then send you information about those products and services in accordance with your contact preferences. Our customer relationship center may also use the information we hold about you if you contact them with a question or query.

We may use and share non-personal, anonymous, de-identified and/or aggregated information for any purpose.

2.4 What happens if you don't provide us your personal data?

Generally, you have no obligation to provide any personal data requested by us. However, if you choose to withhold requested personal data, we may not be able to provide you with the products and services that depend on the collection of that personal data.

To create a Ford app account, you will need to provide your email address, mobile phone number, first name and last name. If you do not provide this personal data, you will not be able to create a Ford app account and will not be able to access or use Ford app.

Certain features of Ford app require us to know your location or collect additional types of data (including personal data), as described in this Privacy Policy. If we do not collect this additional data, we are unable to provide these Services to you. If you choose to use these

Services, you agree that we may collect and use this personal data as described in this Privacy Policy and the notices provided to you within the Ford app, and where required by the Privacy Act, we will seek your consent.

2.5 Security Measures

We have reasonable security measures regarding personal data, including organizational, technical, and physical safeguards in relation to access control, to protect the confidentiality, integrity, and availability of personal data against any unauthorized or unlawful loss, access, alteration, correction or disclosure of personal data, in compliance with applicable laws.

Ford has implemented access control measures and the use of data storage and processing devices which are secured and suitable for the collection, use, and/or disclosure of personal data. We restrict access to personal data as well as storage and processing devices by imposing access rights or permission, allowing only authorized individuals to access personal data, and implement user responsibilities to prevent unauthorized access, disclosure, perception, unlawful duplication of personal data or theft of storage or processing devices. We also have appropriate measures to enable the re-examination of access, alteration, deletion, or transfer of personal data.

2.6 To whom do we disclose your personal data

We may disclose your personal data obtained through the App and from the vehicle(s) you connect to it in connection with the purposes described in this Privacy Policy.

This may include disclosing your personal data to:

- all Ford app account holders who are linked to the same Connected Vehicle as you. Your Ford app account name and the fact that you have requested this connection will be shared, via the Ford app, with user(s) who linked to the Connected Vehicle before you for the purpose of allowing an existing user to accept or refuse your request;
- our related companies;
- companies or other organizations that we have engaged to provide services for, or in connection with, us (including mailing vendors, marketing agencies, roadside assistance providers, analytics providers, event hosting services, website and data hosting providers and other information technology providers, for trend analysis, for market research, for promotions and for the provision of statistical sales information to industry bodies);
- companies or other organizations where you have asked us to or agreed that we may share your personal data with them;
- Ford dealers and our partners where this is necessary to provide you with a product or service, including, for example, our telecommunications network providers;
- our Ford app partners and other third-party services that integrate with Ford app.
- companies who may use your personal data in order to tailor electronic advertising to you (e.g. on a webpage) in relation to our products and services;
- our professional advisers;
- any law enforcement agency, court, regulator, government authority or other third party where we believe sharing the connected vehicle data is necessary for us to comply with our legal or regulatory obligations, or otherwise to protect our rights, the rights of any third party or any individuals' personal safety, or to detect, prevent, or otherwise address fraud, security or safety issues; and

- any third party that purchases, or to which we transfer, all or substantially all of our assets and/or business.

When we share your personal data with third parties, we will do so only in the circumstances outlined above, or in a manner otherwise consistent with the provisions under the Privacy Act. Your personal data will not be sold by Ford to any other organization for that organization's unrelated independent use. If you have opted in to receive marketing materials from Ford, we may share "hashed" data with social media advertising partners, such as Facebook, so that they can create Custom Audiences and deliver advertisements on our behalf to their members. Members are identifiable when the social media partner matches our hashed data to its anonymized data of its users.

2.7 Does your personal data leave the Philippines?

The parties to whom we disclose and/or transfer your personal data include parties located outside the Philippines. For example, we transfer personal data to our related companies overseas and to our overseas service providers. The countries in which these third parties are located will depend on the circumstances. Personal data may be transferred to Ford Motor Company (our parent company) in the United States of America. When this occurs, the personal data is stored in Ford's data processing and storage locations including Ford servers and third-party cloud infrastructure, all located in the USA. In the ordinary course of business, we commonly transfer personal data to companies in the Ford Motor Company Group located in the USA and in India where our Ford group data and business centers are located, and to our overseas service providers located in the USA.

Except where an exception applies under the Privacy Act, we will take reasonable steps to ensure that we are permitted to transfer personal data in accordance with the Privacy Act. We may for example, obtain contractual assurance from any recipients of personal data to ensure that your personal data will be protected by personal data protection standards which are equivalent to those required under the Privacy Act as well as to ensure that they will not violate the provisions in the Privacy Act.

2.8 How we store and protect your personal data

Certain types of personal data that are collected and generated through your use of the App are stored internally on your mobile device, while other types of personal data are stored externally on Ford's data processing infrastructure (which is used by Ford to provide certain features of the App).

Examples of personal data stored internally on your mobile device include: your country selection, your personal identification number ("PIN") and any photograph uploaded by you. Examples of personal data stored externally on Ford's data processing infrastructure include: your name, email address, street address, telephone number, VIN and your marketing preferences.

Ford will take reasonable steps to keep any personal data we hold about you secure. However, except to the extent liability cannot be excluded due to the operation of statute, we exclude all liability (including in negligence) for the consequences of any unauthorized access to, disclosure of, misuse of or loss or corruption of your personal data. Nothing in this Privacy Policy restricts, excludes or modifies or purports to restrict, exclude or modify any statutory

consumer rights under any applicable law including the Consumer Protection Act B.E. 2522. Please notify us immediately if you become aware of any breach of security.

2.9 Retention

We keep your personal data for as long as necessary to fulfill the purposes set out above. However, we may retain your personal data for a longer duration if we need to comply with applicable laws and regulations, our internal policies, operational rules or, when necessary, when a dispute occurs.

2.10 Is the personal data we hold accurate?

We endeavor to maintain your personal data as accurately as reasonably possible. We rely on the accuracy of personal data as provided to us both directly (from you) and indirectly (e.g. from a Ford dealer).

The Ford app allows you to update your profile information and other details (such as your registered vehicles). We rely on all users of the App to keep their details up to date using this function of the App.

If you are having problems with updating your personal data, we encourage you to contact us if the personal data we hold about you is incorrect or to notify us of a change in your personal data. Our contact details are set out in Section 2.13 of these Terms.

2.11 Links, cookies and use of Ford app

Ford app may integrate with, or contain links to other apps or websites which are outside of our control and are not covered by this Privacy Policy. This Privacy Policy applies to Ford app and not any linked sites. If you access other sites using the links provided in Ford app, the operators of those other sites may collect personal data from you. We encourage you to read the privacy policies of each site that collects your personal data.

Ford and its third party service providers and / or advertising partners use web tracking and storage technology tools such as web beacons, cookies, pixel tags and java code on Ford websites and in emails you have agreed to receive from us to collect or receive information regarding your activities on the site (eg. your IP address, page(s) visited, time of day). The use of such technology is an industry standard, and helps monitor the effectiveness of advertising and how visitors use websites. If selected by you, the Ford websites will store your username and password in a cookie to enable you to be automatically logged in when you return.

We, our third party service providers and / or advertising partners use this technology to generate statistics and measure site activity to improve the usefulness of customer visits.
Each time you access Ford websites, Ford and its third party service providers and / or advertising partners may deliver certain customized information, including ads, to you based on the data stored in your cookie. Third party advertising partners may show our ads on sites on the Internet and serve these ads based on information they collected about a user's prior visits to our website and other internet activity. Ford may also use analytics data supplied by third party vendors to inform and optimize our advertising campaigns. This practice is commonly referred to as "interest-based advertising".

Opting out of Interest-Based Advertising: You may learn about how to opt-out of this kind of collection and use of information for your browser or device by managing your settings, and for your social media accounts by managing your preferences in your account settings.
Opting out from specific advertisers: Facebook: To learn more about how to opt out of Facebook Interest-Based Advertising, go to the Privacy tab on the Facebook website footer, and then select Facebook Ads Controls.

Through the Ford app, we use your mobile device's unique identifier and tracking and storage technology tools such as cookies, to help provide App functionality, understand how the App is used and personalize your experience.

2.12 Your data subject rights

Subject to the conditions prescribed by applicable laws and our data subject rights management procedures, you may have the rights provided for in the Privacy Act and issuances of the NPC and the following rights.

- **Access.** You may have the right to access or request a copy of your personal data that we collect, use and/or disclose. We may require that the person requesting access provide suitable identification and where permitted by law we may charge an administration fee for granting access to your personal data.
- **Rectification.** You may have the right to request the personal data that we collect, use and/or disclose about you is corrected, updated, completed, and not misleading. If you become aware that any personal data we hold about you is incorrect or if you wish to update your personal data, you can either update your details using the App or contact Ford to request the correction or update to your personal data.
- **Data Portability.** You may have the right to obtain personal data we hold about you in a structured, and readable electronic format, and to transmit such data to another data controller.
- **Objection.** You may have the right to object to certain collection, use and/or disclosure of your personal data to the extent permitted under applicable laws.
- **Restriction.** You may have the right to restrict our use of your personal data in some cases.
- **Withdrawal of consent.** For the purposes where you have provided your consent for our collection, use and/or disclosure of your personal data, you may have the right to withdraw your consent in some cases.
- **Deletion.** You may have the right to request us to delete, destroy, or anonymize your personal data that we collected, used and/or disclosed.
- **Complaints.** You have the right to lodge a complaint to the competent authority where you believe that the Company fails to comply with personal data protection laws.

You may exercise your data subject rights by contacting us as described in Section 2.13 of these Terms.

If you wish to exercise the data subject rights in relation to the personal data held by a Ford dealer or any of our Ford app partners, or unsubscribe from any communications from a Ford dealer or Ford app partner, please contact that Ford dealer or Ford app partner directly.

2.13 Queries, updates, comments or complaints

If you have any questions, updates, concerns or complaints about our collection, use and/or disclosure of personal data, or if you believe that we have not complied with this Privacy Policy or the Privacy Act, please contact us per our contact details below. When contacting us please provide as much detail as possible in relation to your question, concern or complaint.

Ford will take any privacy complaint seriously and any complaint will be assessed by an appropriate person with the aim of resolving any issue in a timely and efficient manner. We request that you cooperate with us during this process and provide us with any relevant information that we may need. If you are not satisfied with the outcome of our assessment of your complaint, you may wish to contact National Privacy Commission.

If you wish to seek access to or correct or update any personal data we hold about you, or to unsubscribe from or change your contact preferences in relation to our direct marketing, you can also contact us as set out below.

Ford Group Philippines
Mail 14F Unit 2 One Griffinstone Building, Commerce Avenue corner Spectrum Midway Extension, Alabang, Muntinlupa City
Email Customer Experience Specialist/ Ford Customer Relationship Centre: emailus@ford.com
Phone Customer Experience Specialist/ Ford Customer Relationship Centre: +63-2-8866-9408 or 1-800-10-736-3673 (Toll Free)

You may also contact our Data Protection Officer at:
Telephone Number: +63-2-88669400
Email: dpophil@ford.com
Mailing Address: 14F Unit 2 One Griffinstone Building, Commerce Avenue corner Spectrum Midway Extension, Alabang, Muntinlupa City