

FordPass Terms and Privacy Policy

Ford Motor Company of New Zealand Limited

Version date: July 2020

A few important points:

- In this document, the FordPass Terms are set out in Section 1 and the FordPass Privacy Policy is set out in Section 2.
- Only use the FordPass App when it is safe to do so.
- Use of FordPass requires a compatible mobile device, internet access and software, and may require obtaining FordPass App updates from time to time. You may need to install the newest version of the FordPass App before you can use FordPass 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 FordPass.
- You are responsible for internet access, mobile network data and voice call services required for your use of the FordPass App on your mobile device, including fees.
- FordPass transmits data from your mobile device and, if you choose to connect FordPass 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 FordPass.
- If you use your FordPass App linked to a Connected Vehicle (described below), please carefully read the Ford Connected Vehicle Terms and Privacy Policy available [here](#), which are expressly incorporated by reference into these Terms.
- If you share your mobile device or Connected Vehicle with any other persons, you are responsible for ensuring that those persons are aware of and consent to Ford's collection and use of data when they are using your mobile device or your Connected Vehicle.

TABLE OF CONTENTS:

1. FORDPASS TERMS

1.1. Introduction:

- 1.1.1. FordPass Agreement;
- 1.1.2. System Requirements, Changes and Cancellations.

1.2. Services:

- 1.2.1. Connected Services;
- 1.2.2. Dealer Services;
- 1.2.3. Vehicle Details;
- 1.2.4. Parking and Fuel;
- 1.2.5. Ford Guides;
- 1.2.6. Roadside Assistance.

1.3. Term.

1.4. Vehicle Safety.

1.5. Integration with other Ford services / third party services.

1.6. Limited Licences.

1.7. Trademark Notice.

1.8. Liability.

1.9. Apple iOS App Store.

1.10. Severance.

1.11. Governing Law.

1.12. Contact Us.

2. FORDPASS PRIVACY POLICY

2.1. Our privacy commitment to you.

- 2.2. Information we collect.
- 2.3. How we use information we collect.
- 2.4. What happens if you don't provide personal information?
- 2.5. To whom we disclose personal information.
- 2.6. Does personal information leave New Zealand?
- 2.7. How we store and protect personal information.
- 2.8. Is the personal information we hold accurate?
- 2.9. Links, cookies and use of FordPass.
- 2.10. How to access and correct personal information.
- 2.11. Queries, updates, comments or complaints.

1. **FORDPASS TERMS**

1.1. Introduction

Welcome to FordPass.

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

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

FordPass Connect 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 FordPass Connect modem in your vehicle, you have a **Connected Vehicle**. To make use of it, you need to download the FordPass 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 FordPass, a range of **Connected Services** are available to you.

The FordPass App can also be connected to a vehicle that does not have a modem but does have a compatible SYNC in-vehicle system (SYNC 3 or later) via AppLink™ (**SYNC via Applink**).

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

Regardless of the level of connectivity, a range of services are available in the FordPass App, such as warranty information, access to Owner Manual and vehicle service history (where available) and notifications for field service actions and recalls.

These Terms cover the **FordPass App**. Where you link your FordPass App to a Connected Vehicle, please read carefully the Ford Connected Vehicle Terms and Privacy Policy available [here](#).

1.1.1. FordPass Agreement

These Terms govern access to and use of the FordPass App between the individual user of FordPass (**you**) and Ford Motor Company of New Zealand Limited, 86 Highbrook Drive, Manukau City, Auckland. (**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 FordPass. FordPass relies on data from you, your mobile device, and if you choose, your vehicle, so we can deliver services to you. Please also see our FordPass Privacy Policy in Section 2 below for more information. These Terms are

available in FordPass in your account settings. Access to and use of FordPass under these Terms is limited to New Zealand.

Ford enables access to vehicle related information and services through FordPass (**Services**). The Services that may be available to you are described below. To use FordPass Services you are required to register and accept these Terms. Registering for FordPass requires you to select your country, to provide your first and last name as well as your e-mail address and to create a password. You have the option to add your mobile phone number and 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 FordPass 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 FordPass 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 email to your current registered email address. If you do not wish to accept the amended Terms, you may uninstall the FordPass App and stop using it.

1.1.2. System Requirements, Updates and Cancellation

Use of FordPass requires a compatible mobile device, internet access, and software, and may require obtaining FordPass App updates from time to time (which may add, remove or modify services). Once updated, you acknowledge that FordPass 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 FordPass App on your mobile device, including fees. You agree that we are under no obligation to provide any updates to FordPass and can, at our discretion, offer optional paid services or updates in the future.

The FordPass 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 FordPass App infrastructure changes.

Certain FordPass features may require your vehicle to have a compatible SYNC in-vehicle system or FordPass 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.

You are responsible for keeping your FordPass account information and password 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 FordPass, you can uninstall the FordPass App from your mobile device. If you uninstall the FordPass App, this will not delete your account information. If you wish to delete your account please contact our Guides (GuidesNZ@ford.com) and provide them with the email address you used to set up your account.

If your vehicle has a FordPass Connect modem your vehicle will continue transmitting data to Ford even if you uninstall the FordPass 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 **Customer Connectivity Settings**.
- 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 FordPass in the future. Below you can find a description of the services which are currently available in FordPass 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**);
- Connected to a vehicle that does not have a modem, through SYNC via Applink;
- Not connected directly to a vehicle.

1.2.1. Connected Services

In addition to FordPass Services, if you link your FordPass App to a Connected Vehicle, Connected Services you can access may include:

- Remote Vehicle Start and Stop;
- Remote Vehicle Lock and Unlock;
- Live Traffic Updates;
- Vehicle Locator;
- Vehicle Status and Health Alerts.

Further, you can choose to share access to your Connected Vehicle to other users by authorising them to connect to your vehicle in their own FordPass App account. If you are driving a vehicle with more than one FordPass 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 data collection and use is provided in the Ford Connected Vehicle Terms and Privacy Policy available [here](#), the terms of which are expressly incorporated by reference into these Terms.

1.2.2. Dealer Services

Ford Pass allows you to connect with Ford dealers, including information about their locations and the services they offer. Where you connect with your dealer via FordPass 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 FordPass. 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 FordPass account to the VIN. You may remove your VIN from FordPass at any time; however, any removal of the VIN may affect your ability to access certain FordPass Services.

The Vehicle Details feature may allow you to view certain notifications on FordPass regarding Vehicle Status and Health Alerts when your FordPass account is connected to a vehicle through SYNC via Applink or through the FordPass Connect 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. Parking and Fuel

The Parking and Fuel features assist you to locate available parking and petrol stations by displaying parking lots and petrol stations with the help of third-party service providers. We do not verify nor give any assurances about the accuracy, pricing, quality, suitability, safety or security of any parking opportunity or petrol station displayed. By using the Parking and/or Fuel services you will be subject to the terms provided by these third-party service providers (refer to Section 1.5 of these Terms for further details).

1.2.5. Ford Guides

The Ford Guides feature allows you to connect with a Guide via phone or email (GuidesNZ@ford.com) if you need any support on using the various FordPass Services. A Ford Guide may ask you to verify your FordPass account by requesting your phone number or email address. If you provide your personal contact information, you are expressly consenting to a Ford Guide contacting you in order to assist you with your query.

1.2.6. Roadside Assistance

You can make a voice call to a roadside assistance service centre via the 'Roadside Assistance' function.

Roadside assistance services will be provided by The New Zealand Automobile Association. Please note that your use of roadside assistance services through this function may be subject to a fee and/or costs charged by the roadside assistance provider. These fees/costs will be charged directly to you by the roadside assistance provider. If you are a Roadside Assistance member through Ford, the costs of roadside assistance services accessed through this function may be included in your membership. The full terms and conditions of Roadside Assistance membership through Ford is available [here](#). You are responsible for any communication costs charged by a third party (including mobile telephone/device fees and internet access fees).

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 FordPass App.

We may terminate this agreement, or suspend temporarily part or all of your access to the FordPass App features at any time (acting reasonably) by written notice (including by email to your current registered email address) 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 FordPass from being used for unlawful purposes or otherwise abused, manipulated or otherwise undermined by you or through your FordPass account; or
- where we decide to no longer offer some or all of the Services through FordPass.

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

1.4. Vehicle Safety

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

1.5. Integration with other Ford services / third party services

FordPass 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 FordPass platform. We will indicate when you are leaving the

FordPass platform. We encourage you to read the terms and conditions and privacy policy of each Third Party Service that you use.

FordPass may use data from third party sources, such as maps and directions, to provide you with services. 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 Live Traffic and location based services to which you will be bound by using FordPass include: <http://here.com/services/terms>; <http://here.com/privacy/privacy-policy/>; <http://legal.here.com/terms/supplier-requirements/hlp-developers/>.

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

1.6. Limited Licences

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

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

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

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

1.7. Trademark Notice

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

1.8. Liability

To the extent permitted by New Zealand law, including under the Consumer Guarantees Act 1993, we exclude all liability for any death or injury of any person or any loss, damage or destruction of any property, whether the loss, damage or destruction is direct, indirect or consequential loss arising from, or in connection with, in any way, directly or indirectly, the services provided through FordPass, other than to the extent directly caused or contributed to by Ford.

Nothing in these Terms excludes, restricts or modifies or purports to exclude, restrict or modify any statutory consumer rights under any applicable New Zealand law, including the Consumer Guarantees Act 1993 and Fair

Trading Act 1986 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 (which does not affect any rights arising under the Consumer Guarantees Act 1993 and Fair Trading Act 1986) is limited to (at our option):

- in the case of goods, including the FordPass application (to the extent FordPass is considered a good under applicable law) – repairing, replacing or supplying equivalent goods, or paying the cost of any of those remedies to you; or
- 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 (and not affecting any rights arising under the Consumer Guarantees Act 1993 and Fair Trading Act 1986), 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 FordPass App (if any) or the sum of NZD\$100.

Ford will use reasonable skill and care to ensure that FordPass 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 FordPass will be safe, secure or free from bugs or viruses or other malicious programs.

You must take all reasonable steps to protect the security of your mobile device and vehicle and to ensure that your use of FordPass does not expose you, your mobile device or your vehicle to the risk of viruses, malicious computer code or other forms of interference which may damage your mobile device (and, if applicable, your vehicle). If you suspect that there has been unauthorised access to your FordPass account or there is any other security breach or issue relating to FordPass, you must notify Ford immediately and change your account password.

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

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

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

1.9. Apple iOS App Store

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

- a) this agreement is concluded between you and Ford only, and not with Apple;
- b) Ford, not Apple, is solely responsible for the FordPass application and the content thereof;
- c) without limiting Section 1.6, your licence to use FordPass is limited to use on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that FordPass may be accessed and used by other accounts associated with the purchaser via Family Sharing or volume purchasing;
- d) Apple has no obligation whatsoever to furnish any maintenance and support services with respect to FordPass, either under this agreement or applicable law;
- e) in the event of any failure of FordPass to conform to any applicable warranty:
 - (1) you may notify Apple, and Apple will refund you the purchase price for FordPass; and

- (2) to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to FordPass, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Ford's sole responsibility (subject to limitations of liability in Section 1.8).
- f) Ford, not Apple, is responsible for addressing any claims of you or any third party relating to FordPass or your possession and/or use of FordPass, including but not limited to:
- (1) product liability claims;
 - (2) any claim that the FordPass software fails to conform to any applicable legal or regulatory requirement; or
 - (3) claims arising under consumer protection, privacy or similar legislation. Nothing in this agreement has the effect of limiting our liability to you beyond what is permitted by applicable law;
- g) in the event of any third party claim that FordPass or your possession and/or use of FordPass infringes that third party's intellectual property rights, Ford, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such claim (subject to limitations of liability in Section 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 New Zealand Government embargo, or that has been designated by the U.S. Government or New Zealand Government as a "terrorist supporting" country; and
 - (2) you are not listed on any U.S. Government or New Zealand Government list of prohibited or restricted parties;
- i) you will comply with any applicable third party terms of agreement when using FordPass;
- j) Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement; and
- k) upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce this document against you as a third party beneficiary thereof.

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

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

1.12. Contact Us

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

Email

Ford Guides: GuidesNZ@ford.com

Ford Customer Relationship Centre: nzinfo@ford.com

Phone

Ford Guides: 0800 FRDPAS (0800 373727)

Ford Customer Relationship Centre: 0800 FORD NZ (0800 367369)

Monday - Friday 8am to 6pm

Mail

Ford Motor Company of New Zealand Limited

86 Highbrook Drive,

Private Bag 76-912,

Manukau City,

New Zealand.

2. **FORDPASS PRIVACY POLICY**

2.1 Our Privacy Commitment to You

We commit to managing your personal information fairly and in accordance with our privacy policies and the Privacy Principles contained in the Privacy Act 1993 and 2020 (**Privacy Act**). You can find out about our privacy practices more generally at <https://www.ford.co.nz/privacy-disclaimer/>.

In this FordPass Privacy Policy, “personal information” has the meaning set out in the Privacy Act. Essentially, personal information is information or an opinion about an individual who is reasonably identifiable. This FordPass Privacy Policy will help you understand what personal information we collect from the FordPass App, why we collect it, and what we do with it.

Further, where you connect your FordPass 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 information. If you have a Connected Vehicle, please carefully read the Ford Connected Vehicles Terms and Privacy Policy available [here](#).

We may change our FordPass Terms and Privacy Policy from time to time at our discretion. This policy is also available in FordPass in your account settings information.

2.2 Information we collect

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

- You provide information about yourself when you download the FordPass 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 FordPass 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 FordPass App to either a Connected Vehicle or to a vehicle through SYNC via AppLink, 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 FordPass App to either a Connected Vehicle or to a vehicle through SYNC via AppLink, we may collect vehicle information, such as VIN, Electronic Serial Number of your FordPass Connect 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 FordPass or third-party services that integrate with FordPass, 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 FordPass 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 FordPass), or third-party analytics tools, such as Adobe Analytics and DynaTrace). Some of these technologies can be limited or deactivated through your browser or device settings, but some cannot. FordPass 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 2.9 below for further details).

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

2.3 How we use information we collect

We may use or disclose your personal information:

- 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; and
- as otherwise permitted or required by law.

In general, we collect, use and disclose your personal information so that we can do business with you and for purposes connected with our business operations. We use the personal information we collect about you through the FordPass 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 disclose personal information are:

- to provide you with App functionality and services;
- to allow you to control certain vehicle features and to provide you with Connected Services;
- to fulfil your requests and deal with your enquiries;
- 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 FordPass Connect modem;
- 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 information for the purpose of direct marketing to you where you have consented to us doing so, 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 FordPass marketing contact preferences at any time via the 'Marketing Options' section of the App.

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 analyse 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 centre 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 personal information?

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

To create a FordPass account, you will need to provide your email address, first name and last name. If you do not provide this information, you will not be able to create a FordPass account and will not be able to access or use FordPass.

Certain features of FordPass require us to know your location or collect additional types of data (including personal information), as described in this 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 data as described in this policy and the notices provided to you within the FordPass App.

2.5 To whom do we disclose personal information

We may disclose your personal information 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 information to:

- all FordPass App account holders who are linked to the same Connected Vehicle as you. Your FordPass App account name and the fact that you have requested this connection will be shared, via the FordPass 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 organisations 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 organisations where you have asked us to or agreed that we may share your personal information 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 FordPass partners and other third-party services that integrate with FordPass. For example, if you use the Live Traffic functionality on a vehicle connected to the App, we share the vehicle's location, direction and speed in pseudonymous form with HERE, our third party real-time traffic information provider. HERE's privacy policy is available at: <http://here.com/privacy/privacy-policy/>;
- companies who may use your personal information 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 information with third parties, we will do so only in the circumstances outlined above, or in a manner otherwise consistent with the Privacy Principles under the Privacy Act.

Your personal information will not be sold by Ford to any other organisation for that organisation's unrelated independent use. If you have opted in to receive marketing materials from Ford, we may share anonymised

“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 anonymised data to its anonymised data of its users.

2.6 Does personal information leave New Zealand?

The parties to whom we disclose personal information include parties located outside New Zealand. For example, we disclose personal information 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 information may be disclosed to Ford Motor Company (our parent company) in the United States of America. When this occurs, the 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 disclose personal information to companies in the Ford Motor Company Group located in the USA and in India where our Ford group data and business centres are located, and to our overseas service providers located in the USA.

Except where an exception applies under the Privacy Act, we will only disclose personal information outside of New Zealand where we have reasonable grounds to believe that the recipients of personal information provide comparable safeguards to those in the Privacy Act in relation to such information.

2.7 How we store and protect personal information

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

Examples of data stored internally on your mobile device include: your country selection, your personal identification number (“PIN”) and any photograph uploaded by you. Examples of 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 information 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 unauthorised access to, disclosure of, misuse of or loss or corruption of your personal information. 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 Privacy Act 1993 or 2020. Please notify us immediately if you become aware of any breach of security.

2.8 Is the personal information we hold accurate?

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

The FordPass 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 information, we encourage you to contact us if the personal information we hold about you is incorrect or to notify us of a change in your personal information. Our contact details are set out in Section 1.12 of these Terms.

2.9 Links, cookies and use of FordPass

FordPass 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 FordPass and not any linked sites. If you access other sites using the links provided in FordPass, the operators of those other sites may collect information from you. We encourage you to read the privacy policies of each site that collects your personal information.

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 customised 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 optimise 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 FordPass 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 personalise your experience.

2.10 How to access and correct personal information

You may seek access to personal information which Ford holds about you by contacting us as described in Section 1.12 of these Terms. We will provide access to that information in accordance with the Privacy Act, subject to certain exemptions which may apply. 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 information.

If you become aware that any personal information we hold about you is incorrect or if you wish to update your information, you can either update your details using the App or contact Ford to request the correction or update to your information.

If you wish to access, correct or update personal information held by a Ford dealer or any of our FordPass partners, or unsubscribe from any communications from a Ford dealer or FordPass partner, please contact that FordPass dealer or FordPass partner directly.

2.11 Queries, updates, comments or complaints

If you have any questions, updates, concerns or complaints about our collection, use or disclosure of personal information, or if you believe that we have not complied with this Privacy Policy or the Privacy Act, please contact us (see Section 1.12 of these Terms). 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 the Office of the Privacy Commissioner.

If you wish to seek access to or correct or update any personal information 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 in Section 1.12 of these Terms.