

Ford Credit Terms and Conditions for Account Access Tools

As used in these Terms and Conditions, "Ford Credit" refers to Ford Motor Credit Company LLC, its affiliates, and assigns; "Lincoln AFS" refers to Lincoln Automotive Financial Services, its affiliates, and assigns; and the terms "we" "us" and "our" refer collectively to Ford Credit and Lincoln AFS. The terms "you" or "your" refer to each person(s) registered for or using the Account Access Tools as defined below. "Websites" refers to the Ford Credit (www.ford.com/finance) and Lincoln AFS (www.lincoln.com/finance) websites collectively.

These Terms and Conditions apply to your use of accountmanager.ford.com or accountmanager.lincoln.com (together, "Account Manager") and the Ford Credit and Lincoln AFS mobile applications (together, "Mobile App"), collectively, "Account Access Tools."

A. Consent to Electronic Communications

You agree to receive electronically, and can receive electronically, all required disclosures, agreements, documents, notices, and communications that we provide in connection with your present and future Ford Credit or Lincoln AFS account(s) ("Electronic Communications"). These Electronic Communications will be provided to you at the email address you provide to us in your Account Access Tools.

You acknowledge you have a valid email address and that any computer, mobile, tablet or similar device you use for Account Access Tools has internet access, a current or recent browser, and computer software that can receive, access, display, and either print or store Electronic Communications. Hardware and software requirements include an internet connection; access to a device (e.g., computer, smartphone, mobile device, tablet); a current or recent version of Edge, Safari, Firefox or Chrome with an operating system capable of supporting such browsers; and software that enables you to open and view .pdf files. You acknowledge and agree that system requirements may change from time to time and meeting them is your responsibility.

You can: (a) request a paper copy of any Electronic Communication in writing, and (b) update your contact information by (i) calling Ford Credit at (800) 727-7000 or mailing a request to: Ford Credit, PO Box 31111, Tampa, FL 33631; or (ii) calling Lincoln AFS at (800) 498-8801 or mailing a request to: Lincoln AFS, PO Box 31111, Tampa FL 33619. You can also update certain contact information in Account Manager. You acknowledge and agree that if we send you an Electronic Communication, but you do not receive it because your contact information is incorrect or out of date, we will be deemed to have provided that Electronic Communication to you. You are legally entitled to withdraw your consent to receive Electronic Communications by contacting us at the addresses listed above.

B. Functionality

1. Account Eligibility

- (a) You must have an active Ford Credit or Lincoln AFS account to use the Account Access Tools. You also must be registered in Account Manager or Mobile App. The Account Access Tools may be limited or unavailable for some accounts (e.g., accounts that have been paid in full, are involved in a bankruptcy proceeding, in repossession status, or enrolled in a combined billing or payroll deduct program). Commercial account holders will not have access to the Mobile App.

- (b) If your account becomes ineligible, your use of the Account Access Tools for that account may be limited or unavailable. In our sole discretion, we reserve the right to determine account eligibility without notice.
- (c) Not all features of the Account Access Tools may be available in all geographic areas. You must reside in a country where the Account Access Tools are available, be at least the age of majority in your place of residence, and have the ability to enter into a binding contract with us (and cannot be prohibited from doing so under any applicable law). If you authorize anyone who does not meet the age restrictions above, they may only use the Account Access Tools under your supervision.
- (d) Combined Billing Customers
 - i. Certain functions of Account Access Tools may differ from single-account customers, or may be unavailable. Mobile App functions are not available
 - ii. Statement alerts and notification preferences are not available
 - iii. Principal payments cannot be scheduled at the combined bill group level. However, payments can be scheduled at the individual account level
 - iv. Due to processing time, single payments submitted online must be scheduled at least two business days (excluding weekends and holidays) prior to the preferred payment date
 - v. To cancel payments online, please select the Cancel Payment link on the Bill Group Detail Screen

2. Payments

(a) Processing Payments

You represent and agree that you have the authority to draw or otherwise transfer funds from the bank account number(s) you have or will provide to us. You authorize us to draw or otherwise transfer funds from that bank account in the amounts you authorize in the Account Access Tools.

If we determine that your bank account number is not a valid source of funds, then we may contact you and you may be restricted from making online payments through the Account Access Tools.

(b) Single Payments

You may only schedule one single payment at a time. If your pending single payment does not satisfy your monthly obligation (principal only payment, partial payment, etc.), you will not be able to schedule or make another single payment until your pending single payment has been withdrawn from your bank account or until you cancel your pending single payment.

To ensure your payment is made on time, select a payment date and the appropriate Account Access Tool to allow for sufficient processing time. A scheduled payment date cannot be on a weekend or holiday.

Payments will be credited to your account on the scheduled payment date.

Same day, next business day, and other future-dated payment options are available in the Account Access Tools:

Same-day payments (today)	Must be scheduled prior to 9:00 PM ET on the scheduled payment date
Next- business day payments (tomorrow)	
Future-dated single payments (two or more business days in advance)	Must be scheduled prior to 9:00 PM ET at least two business days prior to the scheduled payment date

(c) Automatic Payments

Account Manager	Mobile App
Must be scheduled at least two business days prior to your automatic payment withdrawal date	Not available

(d) Canceling Payments

	Account Manager	Mobile App
How To Cancel Payments	Select Cancel Payment link or visit the Payment Options page (depending on the type of payment) and select the stop payment option	Select Cancel Payment on the dashboard
Same-Day Single Payments and Next Business Day Single Payments: Timing	Must be canceled by 9:00 PM ET on the day your payment request was submitted	
Other Future-Dated Single Payments: Timing	If you scheduled a single payment to be processed two or more business days after your payment request was submitted, you must cancel by 9:00 PM ET at least two business days prior to your scheduled payment date	
Automatic Payments: Timing	Must be canceled by 9:00 PM ET at least two business days prior to your automatic payment withdrawal date	Not available

You may also cancel authorization by (i) calling Ford Credit at (800) 727-7000, or mailing a request to: Ford Credit, PO Box 31111, Tampa, FL 33631; or (ii) calling Lincoln AFS at (800) 498-8801 or mailing a request to: Lincoln AS, PO Box 31111, Tampa, FL 33619. However, please note that if you elect to submit a cancellation request by phone or email, we cannot guarantee that your authorization will be cancelled according to the timeframes listed above, as processing times for phone/mail cancellation requests may be delayed. This authorization may be canceled at any time by us.

3. Fees

You will not be charged a fee by us for Account Access Tools transactions unless a payment is returned for non-sufficient funds, and then you may be charged a return fee based on your contract and your state's applicable laws. Your bank may charge you fees. Payment requests sent to your bank will be submitted twice before considering the transaction failed.

4. Billing Statements

Your statements are ready for review in the Account Access Tools approximately 17-20 days before your scheduled due date. If you have consented to Electronic Communications under this Agreement, you will receive an email alerting you that your statement is ready for review. If you do not receive an email notifying you that your statement is ready or the statement is not shown in Account Access Tools, you are still required to make your payment on or by your scheduled due date.

Once you make a payment through Account Manager, future statements will be available electronically unless you update your Notification Preferences in Account Settings to receive paper. Notification Preferences are not available in the Mobile App.

5. Account Text Messages

In Account Manager, you can request text messages regarding the status of your account ("Text Messages") by visiting the Notification Preferences section in Account Settings, providing a current phone number capable of receiving SMS text messages, selecting your desired type of Text Messages, and completing the activation process as described. If you request such Text Messages, you agree that you are the phone account holder or have the account holder's permission to receive text messages. We will send Text Messages only when you complete the activation process, your contract status qualifies, and your communication service provider(s)/your device(s) can accommodate, as your communication service provider(s) will act as your agent. Not all mobile carriers are supported.

You can change the type of Text Messages you wish to receive at any time by changing your preferences in the Notification Preferences section or replying "STOP" to 89867. Requests to cancel may take up to 48 hours to process. We may cancel or modify Text Messages without notice at any time.

You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, costs and expenses (including reasonable attorneys' fees) arising from your request for Text Messages, and we will not be liable for losses or damages arising from any disclosure of account information to third parties, or incorrect, delayed, non-delivered, misdirected or mishandled Text Messages alerts.

Text Messages are for your convenience and are not the official record of your contract. You must make your payment whether you receive Text Messages or not. Text Messages may not be encrypted and may include personal or confidential information about you and your contract activity or status. Other parties and factors, such as your communication service provider, may delay or interrupt Text Messages.

We will not charge you for Text Messages; however, message and data rates may apply from your communication service provider(s). For help or information about Text Messages, text "HELP" to 89867. For additional assistance, contact Ford Credit customer service at 1-800-727-7000 or Lincoln AFS customer service at 1-888-498-8801.

6. Mobile App Push Notifications

If you download the Mobile App, you may receive push notifications inside or outside the Mobile App which may include alerts, badges, banners and sounds ("Push Messages"). If you agree to allow Push Messages, then the Mobile App will generate Push Messages on your mobile device. You may control the Push Messages in your device settings or the Mobile App settings. Some of the Push Messages may be related to your location. You may discontinue Push Messages in your device settings or the Mobile App settings, or by deleting the Mobile App. We may collect information related to your use of Push Messages.

Additional Terms and Conditions

1. Privacy Policy

Any personal information you submit or is collected by us through your Account Access Tools will be handled as described in the privacy policy posted on the Websites. If you are a California resident, please also read the California Privacy Supplement on the Websites.

Information about your device and general usage is also collected and processed by Ford Motor Company and is subject to the Ford Motor Company privacy policy available at <https://www.ford.com/help/privacy>.

Please review the applicable privacy policies before using Account Access Tools.

2. Acceptance

You must agree to these terms and conditions and any other terms and conditions presented to you through your use of the Account Access Tools, including our privacy policies, notices, and statements (collectively, "this Agreement") to use the Account Access Tools. When you use or access the Account Access Tools, you agree to the terms of this Agreement, which we may update or change at any time by making them available in the Account Access Tools. If at any time you do not agree to the terms of this Agreement as updated or changed, you may de-enroll from Account Manager by contacting us through the Support tab. If you de-enroll from Account Manager, you will not be able to use Account Manager or the Mobile App.

You may be required to connect the Account Access Tools with a FordPass account, which may be governed by separate terms.

3. Marketing and Communication

By using the Account Access Tools, you expressly consent and agree that we, our affiliates, agents, and service providers may use written, electronic, or verbal means to contact you regarding your account, and/or your use of the Online Account Tools. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails, push notifications, and/or automatic telephone dialing systems. You agree that we, our affiliates, agents, and service providers may use any email address or any telephone number you provide now or in the future including a number for a cellular phone or other wireless device, regardless of whether you incur

charges as a result. You agree that we, our affiliates, agents, and service providers may monitor and record telephone calls between us to assure the quality of our service or for other reasons.

Additionally, by enrolling in the Account Access Tools, you agree to receive marketing emails from us regarding promotions or special offers. If you do not wish to receive promotional marketing emails from us, you may visit Account Manager to update your notification preferences on your Profile page and deselect the Special Offers box under Notification Preferences. You cannot change your Notification Preferences in the Mobile App.

You may submit information or content to us ("User Submissions") through the Mobile App. Please do not submit new or confidential ideas through the Mobile App.

4. Accuracy of Information

ALL INFORMATION AND SERVICES PROVIDED IN THE ACCOUNT ACCESS TOOLS ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY KIND – WHETHER EXPRESS, IMPLIED, OR STATUTORY – INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. THIS DOES NOT AFFECT THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SHAREHOLDERS, REPRESENTATIVES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES OF ANY KIND. SOME STATES DO NOT ALLOW DISCLAIMERS OF VARIOUS WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE FULL EXTENT PERMISSIBLE UNDER THOSE LAWS.

We will make reasonable efforts to provide accurate and current information; however, the Account Access Tools may contain errors and may not always be current due to processing delays or other reasons. By using the information provided in the Account Access Tools, you acknowledge that neither we nor our third-party service providers make any guarantee that the services offered will be timely, uninterrupted, secure, or error free. You understand and agree that your access and use of the Account Access Tools are at your sole risk.

5. Security and User Responsibility

You understand and accept the risks associated with using the Internet such as risks of security breaches, transmission errors, and service interruptions. Information sent over the internet may not be secure. You understand and accept the risk that a third party may intercept the information you send to us online or in our response(s).

You must choose a username and password when you register to use Account Manager and use the same log-in information when accessing the Mobile App. You must keep your username and password secure and change your password regularly. Notify us immediately if there is an unauthorized disclosure or use of your username or password. Actions taken using your username and password will be treated as approved by you. You are solely responsible for all activities that occur under your account, including unauthorized activity. We are not responsible for your errors or negligent use of Account Access Tools.

6. Waiver

We will not waive any of our rights or remedies under this Agreement unless such a waiver is in writing and signed by us. No delay or omission on our part in pursuing our rights or remedies shall be deemed a waiver of such rights or remedies or any other rights or remedies.

7. Third-Party Accounts and Services

The Account Access Tools may include links to or integrate with other companies' products or services, including location services. We have no control over and are not responsible for any third parties, their activity, or data they provide. Any such links should not be construed as an endorsement by us.

8. Availability

We reserve the right to limit the provision of Account Access Tools to any person, geographic region, or jurisdiction.

9. Feature and Function Availability/Features and Functions Subject to Change.

Availability of features and functions is subject to change. Not all features, functions, or services may be available in all markets/geographic areas and functionality may be limited, including due to vehicle capability or compatibility, mobile device, or network coverage.

10. Usage and Data Fees

Your internet service provider or mobile carrier may charge you access, software or data fees for any network use or data transmission. Contact your internet service provider or mobile carrier for more information regarding usage rates and fees.

11. Compliance with Laws

You are responsible for compliance with all local laws. You agree not to use the content made available to you in any country or in any manner that is prohibited by applicable laws, restrictions, or regulations.

12. Safety

Warning: You should only use the Account Access Tools when it is safe to do so. Do not use on a hand-held device while driving, riding a bicycle, or engaging in similar activities.

13. Limited License

The Account Access Tools and any content, data or software made available through or in connection with the Account Access Tools (including via Websites) (collectively, "Content") is owned by us or used under license. Except as expressly provided herein, we do not grant any express or implied proprietary rights to Content.

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

You may not, nor allow third parties to:

- Use the Account Access Tools for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with the proper functioning or others' use of the Account Access Tools, or violates any other person's rights;
- Use any data mining, robots, or similar automated tools for data gathering, extraction, or accessing the Account Access Tools, create a database, download or store Content other than as licensed above, link or frame Content, extract or derive any source code or structure of any part of the Account Access Tools or Content by reverse engineering, disassembly, decompilation, or any other means;
- Abuse or do anything to damage our or our dealers' or service providers' business operations, services, reputation, employees or facilities;
- Use any Content except as expressly authorized by us;
- Resell, copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any available Content; or
- Modify, disassemble, or tamper with any hardware that interfaces with the Account Access Tools.

14. Trademark Notice

All trademarks and logos displayed on the Account Access Tools are owned or used under license by us.

15. Designated Agent for Copyright Notification

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

Designated Agent:

DMCA Agent

One American Road, 4th Floor

Dearborn, Michigan 48126

Email address: DMCA@ford.com

Telephone: 313-323-2875

16. Third-Party Beneficiaries

You are not a third-party beneficiary, and this Agreement does not give you any rights against any of our dealers, affiliates or service providers, and none of our dealers, affiliates or service providers has any legal, equitable, or other liability of any kind to you under this Agreement.

In contrast, our affiliates, subsidiaries, agents, predecessors in interest, successors in interest, and service providers are intended beneficiaries of the protections contained in this Agreement relating to, among other things, use limitations and limitations on liability.

17. Indemnity, Hold Harmless

By using the Account Access Tools, you agree that you will defend, indemnify, and hold harmless us and our subsidiaries and affiliates, their respective distributors, dealers, dealer associations, suppliers, licensors, partners and advertising and promotions agencies, from and against all the liabilities, claims, damages and expenses (including reasonable attorneys' fees and costs) arising out of your conduct or any use of the Account Access Tools.

You acknowledge and agree that your app store provider has no liability, responsibility, or obligation to you in connection with the Mobile App.

18. Choice of Law, Jurisdiction

Any disputes relating to this Agreement shall be resolved in courts located in Wayne County, Michigan under Michigan law.

19. Export Control Laws

Materials and information provided on or through the Account Access Tools, including, prices, features, functions, products, or services, may not be available outside the U.S. You agree to comply with all export and re-export control laws, restrictions and regulations or similar laws of your government in connection with your use of the Account Access Tools, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

Further, you represent and warrant that: (i) you are not located in a country that is subject to a government embargo, or that has been designated by any country's government as a "terrorist supporting" country, and (ii) that you are not listed on any government list of prohibited or restricted parties as specified in the laws and regulations listed above.

20. Changes, Updates

We may change this Agreement, the Account Access Tools, or any of its parts at any time. We may endeavor to alert you through the Account Access Tools about changes to this Agreement or changes to the Account Access Tools. We may also request your consent for certain changes. Even if we do not alert you or request your consent, your use of the Account Access Tools after any changes are implemented will be considered acceptance of such changes.

If you object to any changes to the Account Access Tools or to this Agreement, your sole recourse is to stop using the Account Access Tools.

21. Termination

We may terminate this Agreement at any time, or suspend, or cancel the Account Access Tools or your access at any time in our sole discretion, with notice. If you violate any of the terms and conditions of this Agreement, we may terminate your access to the Account Access Tools without notice.

22. Entire Agreement

This Agreement is the entire agreement between you and us regarding the Account Access Tools.

23. Severability, Waiver

If a court determines that any term or condition in this Agreement is illegal or unenforceable, then such term will be eliminated, and the remaining terms and conditions will remain in full force and effect. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

24. Assignment

We can assign this Agreement in whole or in part to anyone we choose. You cannot assign your rights or obligations under this Agreement to anyone else without our prior consent.

25. Third Party Software

The Account Access Tools may contain or rely in part on third party software.

26. Operator / Contact Us

The Account Access Tools are operated by Ford Motor Credit Company, One American Road, Dearborn, Michigan 48126, United States of America.

If you have any questions, comments, or claims regarding the Account Access Tools, you may contact us:

(i) Ford Credit

Telephone: 800-727-7000 (U.S.)

Available Monday – Friday from 7:00 am - 8:00 pm CST and Saturday 7:00 am – 5:00 pm CST

Mailing Address:

Ford Motor Credit Company LLC

P.O. Box 31111

Tampa, FL 33631

(ii) Lincoln AFS

Telephone: 800-498-8801 (U.S.)

Available Monday – Friday from 7:00 am - 8:00 pm CST and Saturday 7:00 am – 5:00 pm CST

Mailing Address:

Lincoln AFS

P.O. Box 31111

Tampa, FL 33619

27. Interference

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

Last updated September 18, 2023