Electronic Communication Consent and Account Manager Terms & 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. 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 Manager application.

Electronic Communication Consent

You agree to receive electronically, and can receive electronically, all required disclosures, agreements, documents, notices, and communications that we provide in connection with your account(s) ("Electronic Communications"). These Electronic Communications will be provided to you at the email address you provide in your Account Manager registration (as updated by you) or through Ford Credit and/or Lincoln AFS websites, mobile applications, or mobile websites.

You acknowledge you have a valid email address and that your computer, mobile, tablet or similar device used to access Account Manager has internet access, a current browser and computer software that are capable of receiving, accessing, displaying, and either printing or storing Electronic Communications. Hardware and software requirements include an internet connection; access to a device (e.g., computer, smartphone, mobile device, tablet, etc.); 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 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if we send you an Electronic Communication, but you do not receive it because your contact information is incorrect or out of date, we will be deemed to have provided that Electronic Communication to you.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; however, please note that if you wish to withdraw your consent to receive Electronic Communications, you will not be able to access Account Manager.

Account Manager Terms & Conditions

1. Introduction

Registering with the Ford Credit Account Manager and/or Lincoln AFS Account Manager ("Account Manager") allows you to view your individual account information, make payments, and manage your account(s) online. If you have an eligible account, Account Manager gives you online access to account information (such as account balances, payment histories, and payoff quotes) and account services (such as updating your personal information, changing your billing method, and making

online payments).

Any personal information you submit or is collected by Ford Credit and/or Lincoln AFS related to your use of Account Manager will be handled as described in the Privacy Policy posted on the Ford Credit and/or Lincoln AFS website(s), currently at www.ford.com/finance or www.lincoln.com/finance. Please review the Privacy Policy before enrolling in Account Manager.

2. General Terms

You must agree to these terms and conditions ("this Agreement") to use Account Manager. When you use or access Account Manager, you agree to the terms of this Agreement, which we may update from time to time by posting the updated terms on this site or by sending you notice by email or regular mail. If at any time you do not agree to the terms of this Agreement, please do not register and/or discontinue use of Account Manager and contact us to de-enroll from Account Manager. You can find our contact information by clicking the Support tab in Account Manager.

3. Account Eligibility

You must have an active Ford Credit or Lincoln AFS account to use Account Manager. Account Manager may be limited or unavailable for some accounts, such as accounts that have been paid in full, accounts involved in a bankruptcy proceeding, accounts that are in repossession status, accounts enrolled in a combined billing or payroll deduct program, etc. If your account becomes ineligible, your use of Account Manager for that account may be limited or unavailable. In our sole discretion, we reserve the right to determine account eligibility without notice. Not all features of Account Manager may be available in all geographic areas.

4. Accuracy of Site Information

ALL INFORMATION AND SERVICES PROVIDED IN ACCOUNT MANAGER ARE OFFERED ON AN "AS IS" BASIS, WITH NO WARRANTY 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. We will make reasonable efforts to provide accurate and current information; however, Account Manager may contain errors and may not always be current due to processing delays or other reasons. By using the information provided in Account Manager, 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 Account Manager 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).

If you do not receive an email notifying you that you statement is ready or the statement is not shown

in Account Manager, you are still required to make your payment on or by your scheduled due date. You must choose a username and password when you register to use Account Manager. 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. We are not responsible for your errors or negligent use of Account Manager.

6. Electronic Payments

If you use Account Manager to schedule online payments, you consent and agree to the following terms. For Combined Bill Customers, certain functions of Account Manager detailed in this section may differ from single-account customers or may be unavailable. See Section 9 "**Combined Bill Customers**" for more information.

- A. 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 Account Manager.
- B. If after you enroll in Account Manager, 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 Account Manager.
- C. You can process payments in Account Manager in the following manner:
 - You will be sent an email alerting you that your statement is ready for review in Account Manager.
 - You can log into Account Manager to view your statement and review its contents.
 - Following the instructions appearing in Account Manager, you can make your payment (using the bank account information you provided).
- D. Your statements are issued approximately 17-20 days before your scheduled due date. Once you make a payment through Account Manager, your online billing status will be updated, and future statements will be available electronically. If you wish to receive paper statements, simply update your Notification Preferences in Account Settings to receive paper.
- E. 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 through Account Manager until your pending single payment has been withdrawn from your bank account or until you cancel your pending single payment.
- F. To <u>ensure your payment</u> is made on time, select a payment date that allows for sufficient processing time.

- Single Payments:
 - <u>Deadline for scheduling</u>: single payments must be scheduled prior to 9:00 pm EST on the scheduled payment date*.
 - <u>Date/time of crediting</u>: single payments will be credited to your Ford Credit and/or Lincoln AFS account on the scheduled payment date*.

* **<u>Note</u>**: A scheduled payment date cannot be a weekend or holiday.

• Automatic Payments:

• <u>Deadline for scheduling</u>: Automatic payments must be scheduled at least two business days prior to your automatic payment withdrawal date.

To <u>cancel payments</u> online, please select Cancel Payment link or visit the Payment Options page within Account Manager (depending on the type of payment) and select the stop payment option.

• Single Payments

- <u>Same Day Single Payment</u>: If you scheduled a single payment to be processed on the same day your payment request was submitted, you must cancel by 9:00pm EST on the day your payment request was submitted.
- <u>Next Business Date Single Payment</u>: If you scheduled a single payment to be processed on the next business day after your payment request was submitted, you must cancel by 9:00 pm EST on the day your payment request was submitted.
- <u>Other Single Payment</u>: 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 EST at least two business days prior to your scheduled payment date.
- Automatic Payments: If you scheduled automatic payments to be processed, you must cancel by 9:00pm EST at least two business days prior to your automatic payment withdrawal date.

You may also cancel this authorization: (1) by calling Ford Credit at (800) 727-7000 or Lincoln AFS at (800) 498-8801, or (2) by mailing Ford Credit, PO Box 31111, Tampa, FL 33631 or Lincoln AFS, PO Box 31111, Tampa, FL 33619. However, if you elect to submit a cancellation request by phone or mail, Ford Credit and/or Lincoln AFS 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 Ford Credit and/or Lincoln AFS.

G. You will not be charged a fee by Ford Credit and/or Lincoln AFS for Account Manager 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.

7. Marketing and Communications

By enrolling in Account Manager, you expressly consent and agree that Ford Credit and/or Lincoln AFS, our affiliates, agents, and service providers may use written, electronic, or verbal means to contact you regarding your account, and/or your use of Account Manager. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails, and/or automatic telephone dialing systems. You agree that Ford Credit and/or Lincoln AFS, 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 Ford Credit and/or Lincoln AFS, 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 Account Manager, you agree to receive marketing emails from Ford Credit and/or Lincoln AFS regarding promotions or special offers. If you do not wish to receive promotional marketing emails from Ford Credit and/or Lincoln AFS, you may update your notification preferences by visiting your Profile page and deselecting the Special Offers box under Notification Preferences.

Our website may contain links to independent websites. We have no control over or responsibility for the content of any independent third-party site hyperlinked to Account Manager. Any such links are for your convenience and should not be construed as an endorsement by us.

8. 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.

9. Combined Bill Customers

For Combined Bill Customers, certain functions of Account Manager may differ from single-account customers, or may be unavailable:

- Account Manager statement alerts are not available for Combined Bill Customers.
- Due to processing time, Combined Bill single payments submitted online must be scheduled at least two business days (excluding weekends and holidays) prior to the preferred payment date.
- To cancel payments online, please select the Cancel Payment link on the Bill Group Detail screen.
- Notification Preferences are not available for Combined Bill Customers.
- Principal payments cannot be scheduled at the combined bill group level, however, can be scheduled at the individual account level.

10. Account Text Messages

You can request text messages regarding the status of your account ("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 Account Text Messages, and

completing the activation process as described. If you request such Account 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 Account 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 Account 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 Account 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, cost and expenses (including reasonable attorneys' fees) arising from your requesting Account 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 Account Text Messages alerts.

Account Text Messages are for your convenience and are not the official record of your contract. You must make your payment whether or not you receive an Account Text Message. Account 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 Account Text Messages.

We will not charge you for Account Text Messages, however, message and data rates may apply from your communication service provider(s). For help or information about Account 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.