Welcome to Ford + Alexa and Lincoln + Alexa (“App” or “Apps”)! These Apps permit you to connect your Ford or Lincoln vehicle to the Alexa service via AppLink.

Ford +Alexa and Lincoln + Alexa are provided to you by Ford, under a license from Amazon. These Apps include the Amazon Alexa cloud based voice service. By utilizing these Apps, you agree to these terms, and Amazon’s Terms and Privacy Policy which may be found at https://www.amazon.com/gp/help/customer/display.html?nodeId=201602250&pop-up=1&header=0. Further, you are advised that all customer data flowing through the Alexa service is provided to Amazon and Ford Motor Company (inclusive of Lincoln) does not receive any of this data from Amazon. These terms contain important information, including provisions which limit liability to you. Please read them carefully.

To retain a copy of these Terms, please visit http://public.extsp.ford.com/sites/MobileAppLegalTerms/Documents/FordandLincolnAlexa.pdf and save or print them. Use of the App pursuant to these Terms is limited to the United States.

By clicking “Accept” in the Apps or using the Apps, you represent that you are at least the age of majority and you agree to be bound by these Terms.

If you do not agree to these Terms or any changes to them, your only option is to stop using the App.

1. GENERAL INFORMATION

1.1. General

These Apps are owned by Amazon and licensed to Ford Motor Company for publishing. These Apps are published, by Ford Motor Company, One American Road, Dearborn, Michigan 48126 United States of America (hereinafter “Ford”, “we”, “us”). These Terms do not alter in any way the terms of any other agreement you may have with us.

1.2. Changes to the App and Terms

We may modify these Terms at any time. Your continued use of the Apps or its features will indicate your acceptance of the modified Terms.

We reserve the right to update, modify, suspend, or discontinue the Apps or any of its features or functions at any time without any notice or obligation to you.

1.3. System Requirements/Updates

Use of the Apps requires a compatible mobile device, SYNC system, internet access, and software. You may need to obtain updates or upgrades from time to time. To update your SYNC software visit: owner.ford.com or owner.lincoln.com. Data rates may apply. Contact your provider regarding applicable data rates and fees.
1.4. Feature Availability

Not all features or services are available in all markets and coverage may be limited, including due to mobile device or vehicle capability and network coverage. Availability of features is subject to change. The Apps may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographical conditions, network coverage, or technical maintenance.

1.5. Uninstalling the App

To uninstall the Apps, use the application management tools provided with your device or consult your device manual for assistance.

2. Safety Warnings

We recommend against using any hand-held device while driving and encourage the use of voice-operated systems when possible. Accessing or using the App on hand-held devices while driving could distract your attention away from the road and result in loss of vehicle control, crash and injury.

3. Communications

If you communicate with us, you expressly consent to our representatives contacting you in the manner you request.

4. Third Party Materials

4.1. Third Party Services

These Apps may contain links to third-party websites or services not owned or controlled by us, (“Third Party Services”). 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, Ford will not and cannot censor or edit the content of any Third Party Service. By clicking on links, you expressly relieve us from any and all liability arising from your use of any Third Party Services, or from the content of any Third Party Service. Please be aware of when you leave this App and read the terms and conditions and privacy policy of each Third Party Service that you visit.

5. Limited Licenses

5.1. Other than the content made available through the Alexa voice service, which use is controlled by the Amazon end user terms and privacy statement, the Apps and any software, data, media, images, logos, music or other content made available through or in connection with the Apps (including via App-related websites) (collectively “App Content”) are owned, controlled or licensed by us or is used under license. The App Content is protected by worldwide copyright, trademark, patent, trade secret, or other proprietary rights, laws and treaty provisions. You agree to comply with all copyright laws worldwide in your use of the Apps and the App Content, and to prevent any unauthorized copying of the App Content. Except as expressly provided herein, we do not grant any express or implied proprietary right to the App Content.
5.2. Subject to your continued compliance with these Terms and any other terms communicated in connection with specific App Content, we grant you a non-exclusive, non-transferable, limited right to access, view, use, display and listen to the App Content for your personal, non-commercial use only. You agree not to dispute our claims of ownership or validity of our rights in the App Content.

5.3. If you violate any of the Terms, your rights will immediately terminate and we may terminate your access to the App(s) without notice and without any refund of fees, if applicable.

5.4. Your use of the App Content is subject to the following restrictions:

5.4.1. you may not, nor allow third parties to, create derivative works of the App Content, use any data mining, robots, or similar data gathering and extraction tools on the App Content, create a database, systematically download, store any or all of the App Content other than as licensed above, link or frame any portion of the App Content, extract, derive or attempt to extract or derive any source code or structure of all or any portion of the App Content by reverse engineering, disassembly, decompilation or any other means;

5.4.2. you may not use the Apps or App Content with other content or in a 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;

5.4.3. you may not use the App Content with other content or in a manner that impersonates any person, business or entity, including us;

5.4.4. you may not interfere, try to interfere, disrupt, or try to disrupt our servers or networks, or disobey any network access or security requirements;

5.4.5. you may not use the Apps or App Content as a means to engage in conduct that reflects poorly upon or disparages our reputation or goodwill; and

5.4.6. you may not use the Apps or the App Content in conjunction with adult content or content that otherwise promotes illegal activities, gambling, or the sale of tobacco or alcohol.

5.4.7. If you are not the bill payer for the mobile phone or handheld device being used to access the Apps, you will be assumed to have received permission from the bill payer to use the App or its features.

5. Trademark Notice

The Ford and Lincoln names, and all trademarks and logos displayed on the Apps are owned or used under license by us. The unauthorized use of any trademark displayed on these Apps or included in any App Content is strictly prohibited.

6. Designated Agent for Copyright Notification

If you believe that any App Content infringes your copyright rights, please contact our designated agent for receiving such notifications in writing as follows:
7. Indemnity and Hold Harmless;

7.1. By using this App(s) you agree that you will defend, indemnify and hold harmless us and our subsidiaries and affiliates, our 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 any use of this/these App(s) by or through you including any of its features or services, your breach or alleged breach of these Terms, and/or your breach or alleged violation of the patent, copyright, trademark, proprietary or other rights of third parties. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and, in such case, you shall agree to cooperate with our defense of such claim.

7.2. You acknowledge and agree that your app store provider has no liability, responsibility or obligation to you, including with respect to the investigation, defense, settlement or discharge of a third party’s intellectual property infringement claim.

7.3. The App or any of its features may be unavailable, inaccurate or interrupted from time to time for reasons outside of our control. We are not responsible for any interruptions or errors in the App or its features. The App and all the information accessible through it are provided for information purposes on an “as is” and “as available” basis. We, our information providers and their agents make no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the App, the information, materials, content, availability, and products.

8. Limitation of Our Liability

8.1. To the fullest extent permitted by applicable law:

8.1.1. We disclaim all warranties, express or implied, in connection with the Apps and your use thereof, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

8.1.2. WE, OUR INFORMATION PROVIDERS AND THEIR AGENTS ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE APPS, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP BY ANY THIRD-PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF
THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APP.

8.1.3. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD-PARTY THROUGH THE APP OR ANY HYPERLINKED WEBSITE OR APP, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NEITHER WE, OUR INFORMATION PROVIDERS OR THEIR AGENTS ARE PROVIDING ANY LEGAL, TAX, MEDICAL, COUNSELING, ACCOUNTING, INVESTMENT, FINANCIAL OR ANY OTHER PROFESSIONAL SERVICES OR ADVICE.

8.1.4. 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, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME, PROFITS, GOODWILL, DATA, OR USE OF MONEY, WHETHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATED TO ANY ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE APP OR ANY OF ITS FEATURES, FUNCTIONALITIES, CAPABILITIES OR CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.1.5. This section does not affect, and is not intended to affect, any rights that a consumer has that are not able to be excluded under applicable consumer laws.

8. Miscellaneous

8.1. These Terms are governed by, and construed in accordance with, the laws of the State of Michigan (except in relation to any conflict of law provisions thereof), except to the extent local law requires otherwise.

8.2. Unless local law mandates otherwise, all lawsuits arising from or relating to the Apps or these Terms shall be brought in the Federal or State courts located in Wayne County, Michigan.

8.3. If a court determines that any term or condition in these Terms is illegal or unenforceable, then such term will be eliminated and the remaining terms and conditions will remain in full force and effect.

8.4. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

9. Contact Us

If you have any questions, comments, or claims regarding the App you may contact us by finding your local contact information by going to this website http://corporate.ford.com/our-company/country-websites, or contacting us in the U.S. at:
Telephone
800-392-3673 (U.S.)
800-232-5952 (TDD for the hearing impaired)
800-565-3673 (Canada)
Available 8:00 am - 5:00 pm EST
Monday - Friday

Mailing Address
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126