

Ford Professional Service Network Website and Program

US ONLY – EFFECTIVE FEBRUARY 1, 2023

Welcome to www.FordPSN.com (the “Site”). These Terms and Conditions (“Terms and Conditions”) apply to your access to and use of the Ford Professional Service Network (“FordPSN”) Site and the FordPSN Program (the “Program”) which is brought to you by Ford Motor Company, One American Road, Dearborn, Michigan 48126 United States of America (“Ford,” “we,” “us,” and “our”).

The Ford Professional Service Network Program provides rewards (“Rewards”) for qualifying purchases of eligible parts made by an approved Independent Repair Facility (“IRF”) or multi-store operator (“MSO”) (each a “Participant,” “you,” “your”). These Terms and Conditions govern your participation in the Program.

These Terms and Conditions do not alter in any way the Terms and Conditions of any other agreement you may have with us. Access to and use of the Site under these Terms and Conditions is limited to the United States. The content on the Site is owned by Ford or its affiliated companies and by third parties that post on the Site through a license from Ford, but for whom Ford assumes no direct responsibility. Please read these Terms and Conditions, as they, together with any additional Terms and Conditions to which you agree when using particular elements of the Site, constitute the entire agreement regarding the Site and set forth the legally binding agreement governing your visit to this Site. These Terms and Conditions contain important disclaimers and other provisions that limit our liability to you. These Terms and Conditions apply to all persons who visit this Site (“Visitors”), regardless of your level of participation.

By using this Site, you also agree that you will not use this Site for any purpose that is unlawful or in contravention of these Terms and Conditions. Ford and its affiliates reserve the right to update or change these Terms and Conditions or the Program from time to time without notifying you. **If you object to any such changes, your sole recourse shall be to cease using this Site or participating in the Program.** Continued use of the Site or participation in the Program following the effective date of any such changes shall indicate your acknowledgment of such changes and agreement to be bound by the Terms and Conditions of such changes. Ford may cease all or part of the Site or Program at any time without notice.

PLEASE READ THESE TERMS AND CONDITIONS AND THE PRIVACY POLICY CAREFULLY. IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, OR THE PRIVACY POLICY, PLEASE STOP PARTICIPATING IN THE PROGRAM AND DO NOT USE THE SITE.

I. PROGRAM REQUIREMENTS:

- I. Only enrolled IRFs and MSOs may participate. New or used vehicle dealerships, and service or repair facilities affiliated with, are not eligible for the Program. Repair facilities affiliated with a participating MSO are not eligible to participate independently of their MSO. Parts distributors, warehouses, resellers and Fleet companies are not eligible for the Program. Fleet companies are defined as entities that purchase or lease vehicles for use in conducting their day-to-day business. Ford reserves the right to periodically review and determine the eligibility of Participant or any IRF or MSO requesting participation in the Program.
- II. Each location must meet the following standards prior to enrollment in the Program:
 - (a) Clean and Safe Workplace
 - (b) High-Quality Service
 - (c) Committed to Customers
 - (d) ASE or State Certification – 1 Technician minimum
 - (e) “Garage Keepers” Insurance or equivalent insurance policy and limits If you do not continue to adhere to the

aforementioned standards and any other requirements communicated by Ford in connection with the Program, you may be removed from the Program.

2. PROGRAM PERIOD:

Program periods and eligibility criteria may vary from program to program. Please check your FordPSN dashboard for the duration and eligibility criteria of each program.

3. PROGRAM REWARD CLAIMING DATES:

A Participant must claim a Reward within the designated claiming period after program data certification. Data certification is targeted for the third Monday of each new calendar quarter (i.e. January, April, July, and October), however, is subject to change at Ford's discretion. The claiming period begins the day after the data certification of a given quarter and continues through the last day of the next month (i.e. February, May, August, and November).

4. TRANSACTION-BASED PROGRAM – GENERAL RULES:

Once a Participant is enrolled in the Program, the following Terms and Conditions apply:

I. Participation:

- (a) Each Participant is assigned a purchase target(s) determined by Ford based on historical data and the size of the Participant. Ford, at its sole discretion, at any time, may modify and/or update the Participant's baseline purchase and purchase target during the duration of a Program period upon receipt of updated data.
- (b) Participants must purchase eligible parts from a Ford Dealership or Lincoln Retailer or a Ford Authorized Distributor ("FAD") within applicable program dates.
- (c) Participants receive Program purchase credit when a Ford Dealership or Lincoln Retailer or a Ford Authorized Distributor processes or closes an invoice for an Eligible Purchase. If an invoice is opened at the end of a program period but closed during the next program period, the Participant receives purchase credit when the invoice is closed.
- (d) Any parts that are returned will be deemed returned as of the date of the actual physical return and the cost will be automatically deducted from the eligible Program purchases for the current Program period.
- (e) Core charges are excluded from eligible purchases and will not count toward eligible Program purchases.
- (f) Collision part purchases are excluded from the Program.
- (g) Tire purchases are excluded from the Program.
- (h) "Eligible Purchases." An "Eligible Purchase" is made when a Participant purchases eligible parts as described in Section 4(I)(b-g) and any other eligibility criteria specified by Ford, and the relevant purchase data is certified by Ford.
 - i) Growth & Loyalty. Eligible Purchases for Growth and Loyalty (Elite & MSO Members) Programs exclude collision parts, tires, accessories, and Power Stroke® Pride products.
 - ii) Power Stroke Pride. Eligible Purchases within the Power Stroke Pride Program include all eligible diesel products for a given Quarter.
- (i) If an IRF (non-MSO PSN member) reaches the assigned purchase target for a given Program period, the IRF will receive a Rewards card with a pre-loaded dollar amount based on eligible IRF purchases. Rewards can be redeemed in a variety of ways but are not transferable directly into cash. Rewards cards will be issued on an annual basis.
 - i) MSO-approved Participants will obtain payout details from PSN Program Manager and/or PSN Support team upon obtaining approval as MSO-Participant.

(k) All Rewards cards for IRFs will be issued in the FordPSN registered business name and year in which the Reward was earned. Notwithstanding the foregoing, redemption for any eligible purchase in Q4 will have the subsequent year listed on the Rewards card.

(l) Base program rewards may not exceed amounts communicated in the Program rules and documentation.

(m) Ford reserves the right to audit and verify all Program purchase and sales data in order to determine program eligibility. Purchase price cannot exceed the Ford list price at the time of sale.

(n) If Ford determines that a Participant has engaged in fraud or intentional misrepresentation, Program purchases will be deducted accordingly, and the Participant may be terminated from the program and banned from enrollment in future incentive programs.

(o) Ford, in its sole discretion and without prior notice to Participants, may change at any time any part of the Program, including: (i) the minimum eligible purchase value needed to earn a Reward; (ii) eligible Products for various Rewards; (iii) the value of the Reward earned by Participant; (iv) the number of eligible purchases needed to earn a Reward; (v) the period of time Participant has to earn Rewards; and (vi) the amount of time a Participant has to redeem Rewards.

(p) Participants must log in and claim their Reward during the Program claiming period (Section 3). Rewards will be forfeited if the Participant does not log in and claim their reward during the Program claiming period. Reward expiration date is noted on the Rewards card.

i) MSO-approved Participants will obtain rewards claiming details and criteria from PSN Program Manager and/or PSN Support upon obtaining approval as MSO-Participant

(q) Any program payout exception request must be initiated via email by Participant within ninety (90) days after the end of the individual Program period. Participant must have a valid reason for not claiming their reward within the normal claiming period. Ford will consider claims made beyond the normal claiming period on a case-by-case basis. Ford, at its sole discretion, will determine whether or not to grant an exception to the claiming period.

II. Membership Levels (Non-MSO Participants):

(a) FordPSN features two membership levels – Standard and Elite.

(b) Membership status is evaluated on a calendar year basis, ending on December 31. Membership status will be evaluated on January 1 based on the prior calendar year. Eligible Purchases are used to establish the baseline membership status of a Participant after it enrolls in the Program. Eligible Purchases are also used by Ford to determine the assigned purchase targets for a Participant.

(c) Standard membership. Upon enrolling in the Program, an IRF that has total eligible purchases for the four previous quarters that does not meet the Elite threshold specified on the program site will be considered a Standard member.

(d) Elite membership. Upon enrolling in the Program, an IRF may qualify for Elite status if it has total eligible purchases for the four previous quarters that meet the Elite threshold, as specified on the program site. Elite member earnback on purchases is outlined on the program site.

(e) A Ford, Motorcraft®, or Omnicraft™ purchase made at a Ford or Lincoln dealership or a FAD is considered an “eligible purchase” for purposes of qualifying for Elite membership.

(f) After enrolling in the Program, a Standard member may earn Elite status for the remainder of the Program year by purchasing at or above the Elite Member threshold as specified on the program site in any given quarter. Membership status will be updated in the following quarter after data certification.

III. Program Offerings

(a) Available only to Elite IRF and MSO members (i.) Loyalty Program

(b) Available to all Participants (i.) Growth Program – All purchases will be tracked. (ii.) Power Stroke Pride Program – Only eligible Diesel purchases count. (iii.) Rebates – Select rebates will be offered on a quarterly basis.

IV. Rewards and Redemption (Non-MSO Participants):

- (a) The number of Program purchases necessary to earn Rewards by each Participant is determined by Ford at its sole discretion and may be changed without prior notice.
- (b) Rewards are not exchangeable for cash.
- (c) Rewards are void if sold or exchanged for cash or other consideration or if otherwise received or used in violation of the Terms and Conditions herein.
- (d) Rewards are not capable of being combined or transferred to any other type of Ford promotional offering or reward except at Ford's sole discretion.
- (e) At the conclusion of each Program period and after data has been certified by Ford, Participant will receive an email from Ford indicating whether Participant has reached its purchase target and it will need to log in to www.FordPSN.com and click the designated section on the dashboard to redeem its Awards Card.

V. Rewards Program: In order to receive rewards, eligible purchases must satisfy all requirements as outlined in these Terms and Conditions. Failure to meet any eligibility requirements will disqualify your reward credits. This offer is void where taxed, restricted or prohibited by law.

Rewards do not constitute property of any Participant and may not be brokered, bartered, attached, pledged, auctioned, gifted, sold or otherwise transferred or disposed of for consideration, or in any manner otherwise received or used in violation of the rules herein, other than by Ford or as expressly provided for in these Program Rules, and any receipt or use of rewards in violation of the Terms and Conditions herein will render such rewards void.

VI. Award Card Information (Available to IRFs Only): Rewards are paid in the form of a prepaid Mastercard award card ("Card"). Refer to the Welcome Letter and Cardholder Instructions included with the Card for details and other important information related to the prepaid award card. Cards are issued by Comerica Bank, pursuant to a license by Mastercard® International Incorporated. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. The Card may be used to make purchases at any of the millions of merchant locations worldwide that accept Mastercard debit cards. If there are remaining funds on your Card past the Card expiration date, you will no longer be able to use the Card, but the funds will not expire. A Closing Fee will be deducted from any balance that remains on your Card and a check for any remaining balance will be mailed to you at the address on file. To avoid the Closing Fee, you should use all of the funds before the Card expires. Please allow up to 8 weeks for delivery of the prepaid award card. If you have not received your prepaid award card within 8 weeks after redeeming the rewards or have questions about the Reward Program, contact Program Headquarters at 1-800-404-4980 (M-F 9:00 AM - 7:00 PM ET) or via email at support@FordPSN.com.

5. FORD PROFESSIONAL SERVICE NETWORK ADDITIONAL RULES:

- I.** Participation in the Program may be terminated or suspended at any time for any reason or no reason. Any abuse of the Program, failure to follow any Terms and Conditions of the Program, or any misrepresentation may subject Participant to reward credit revocation and will affect eligibility for further participation in the Program. Further, Ford reserves the right to seek all remedies, whether available at law or at equity, criminal or civil, in the event a Participant defrauds or abuses the Program, fails to follow any Terms and Conditions of the Program, or makes any misrepresentation to Ford.
- II.** Ineligible Purchases shall be determined by Ford's records, which shall be deemed final.
- III.** Ford is not responsible for communications and Rewards lost due to a change of address or other contact information.
- IV.** Program rules are void only to the extent prohibited by law.
- V.** Taxes on Rewards may apply where required by law; any tax liability, including disclosure, is the sole responsibility of Participant. Please consult your tax professional.

VI. Eligible Purchases will be displayed on the Program website (www.FordPSN.com).

VII. For more information about the Program call 1-800-404-4980.

6. PROGRAM CHANGES AND PROGRAM TERMINATION:

Ford reserves the right to change, suspend, or terminate the Program, or parts thereof, at any time without notice and without further obligations to Participant. Ford reserves the right at any time to correct or modify Participant's baseline purchase and purchase target during the duration of a program period upon receipt of updated baseline data and Ford records. Changes may include but are not limited to, alteration of Terms and Conditions, program rewards, award levels, rules for earning, and continued availability of rewards. Any and all changes to the Program will become binding immediately. The Program is considered to be terminated as of the date the notice is posted online at www.FordPSN.com.

7. PRIVACY:

Any information provided by a Participant will be handled according to the Privacy Statement posted on FordPSN.com.

8. INTERPRETATION OF PROGRAM TERMS AND CONDITIONS:

All interpretations of these Terms and Conditions will be at Ford's sole discretion and Ford's decisions will be final.

9. INDEMNITY, HOLD HARMLESS:

By participating in the Program, you agree that you will defend, indemnify and hold harmless Ford, its subsidiaries and affiliates, their respective distributors, dealers, dealer associations, suppliers, licensors, partners and advertising and promotions agencies together with their respective employees, agents, directors, officers and shareholders (collectively "Ford") from and against all the liabilities, claims, damages, or expenses (including reasonable attorneys' fees and costs) arising out of: (i) your participation in the Program; (ii) your breach or alleged breach of these Terms and Conditions; (iii) and/or your breach or alleged violations of any applicable law, ordinance or regulation or government authorization or order; and/or (iv) your breach or alleged violation of the patent, copyright, trademark, proprietary or other rights of third parties. Ford reserves 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 Ford's defense of such claim.

10. LIMITATION OF LIABILITY:

The Program, the Site, and all the information accessible through them are provided for information purposes only on an "as is" and "as available" basis. Ford, our information and service 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 Program, the information, materials, content, availability, and products.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FORD, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SHAREHOLDERS, REPRESENTATIVES AND AGENTS (COLLECTIVELY "RELEASED PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT IN CONNECTION WITH THE PROGRAM AND YOUR PARTICIPATION THEREOF. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RELEASED PARTIES, ANY THIRD PARTIES INVOLVED IN PROVIDING THE PROGRAM, AND ALL OF OUR AGENTS, ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (I) ERRORS, MISTAKES, UNAVAILABILITY, INCOMPLETENESS

OR INACCURACIES RELATED TO THE OPERATION OF THE PROGRAM, OR ITS INFORMATION, MATERIALS, CONTENT OR PRODUCTS, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PROGRAM, (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD-PARTY, AND/OR (VI) 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 PROGRAM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE RELEASED PARTIES 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 SERVICE OR ANY OF ITS FEATURES, FUNCTIONALITIES, CAPABILITIES OR CONTENT, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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.

11. MISCELLANEOUS:

These Terms and Conditions (including any supplemental or other Terms and Conditions referenced herein or communicated in connection with the Program) constitute the entire agreement regarding the Program. Unless and to the extent local law requires otherwise, these Terms and Conditions 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. Unless local law mandates otherwise, all lawsuits arising from or relating to these Terms and Conditions shall be brought in: (A) the United States District Court for the Eastern District of Michigan, Southern Division in Detroit, as to any claim or proceeding over which it may have jurisdiction; or, (B) the Circuit Court for the County of Oakland, Michigan (6th Circuit – Pontiac) as to all other claims or proceedings. If a court determines that any term or condition in these Terms and Conditions 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 these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect. The headings in these Terms and Conditions are for convenience only and have no legal or contractual effect. Neither the Program nor any Reward or benefit offered by the Program creates, constitutes or gives rise to any legal or contractual rights by an enrolled IRF or MSO against Ford Motor Company.

12. SPONSOR:

Ford Motor Company is the exclusive sponsor of this Program.

Operator / Contact Us

The Program is operated by Ford Motor Company, One American Road, Dearborn, Michigan 48126
United States of America.

If you have any questions, comments, or claims regarding the Service you may contact Program Headquarters at:

Phone: 1-800-404-4980 (Monday - Friday 9:00 AM - 7:00 PM ET)

Email: support@FordPSN.com