

# Terms of Service

Effective 10/2018

These Terms of Service (“**Terms**”) apply to Ford Meter Box, Inc.’s (“**Ford Meter Box**” or “**we**”) interactions with you through our services, digital platforms, and programs, including our website and the My Ford Meter Box customer portal (the “**Services**”). They do not apply to third party websites, applications, or services. Additional policies and terms may apply to certain uses of information by Ford Meter Box, and you will be notified at the point of collection of any additional policies that may apply.

## 1. Your Acceptance of the Terms

By accessing or using the Services, you (the “**User**”) represent and warrant that you have the right, authority, and capacity to enter into this Agreement, you will abide by these Terms, and that you have read, understand, and agree to be bound by these Terms, and by the terms of Ford Meter Box’s Privacy Notice, which is located at our website at [fordmeterbox.com](http://fordmeterbox.com).

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. BY ACCESSING OR USING THE SERVICES, YOU AGREE YOU ARE BOUND BY THESE TERMS OF SERVICE IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS INCLUDED WITHIN THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE SERVICES.

## 2. Eligibility to Use the Services

The Services is intended for legal use by adults only and are not directed to minors under the age of 18. You may not use the Services in any manner if you are under the age of 18 and any registration by anyone under 18 is void. By accessing or using the Services and thereby agreeing to these Terms, you represent and warrant to us: (1) that you are at least 18 years of age; (2) that you have not previously been suspended or removed from the Services; and (3) that your use of the Services are in compliance with any and all applicable laws and regulations.

## 3. Your Representations & Warranties to Ford Meter Box

By using the Services, you represent, warrant, and agree:

1. You will only use the Services for lawful purposes, and you will not use the Services for sending, storing, or distributing any unlawful material or for fraudulent purposes;
2. You will not use the Services to cause nuisance, annoyance or inconvenience;
3. You will not impair the proper operation of the Services or any network which is used to support or access the Services;
4. You will not try to harm the Services in any way whatsoever;
5. You will not copy, or distribute the Services or other content without written permission from Ford Meter Box;
6. You will only use the Services for your own use and will not resell any aspect of the Services to a third party;
7. You will keep secure and confidential your account password or any identification we may provide you which allows access to the Services; and
8. You will provide us with whatever proof of identity we may reasonably request.

## 4. Accounts & Registration

**Registering for a Services Account:** In order to use or access certain Services or features of the Services, you may be asked to register for a user account (a “**Services Account**”) and become a registered user of the Services (a “**Registered User**”). By becoming a Registered User, you agree to: (1) provide accurate, current, and complete information about yourself and/or the Registered User during the registration process; (2) maintain and promptly update such information to keep it accurate, current, and complete; (3) maintain the security of your password and login information, and that you will not disclose your password or login information to any third party; (4) accept full responsibility for all use of any Services Account you register, and for any actions that arise from or take place using your Services Account, whether or not you have authorized such actions or use; and (5) immediately notify Ford Meter Box of any unauthorized use of your Services Account. Failure to abide by this Agreement constitutes a breach of these Terms, which may result in immediate termination of your Services Account.

## 5. User Conduct

As a condition of your use of the Services, you agree not to use the Services: (1) for any illegal purpose; (2) for any purpose that is prohibited by these Terms; or (3) for any other purpose not reasonably intended by Ford Meter Box as typical or expected use of the Services consistent with the purposes for which the Services as created.

## 6. Intellectual Property

Ford Meter Box and its licensors and partners own all rights, titles, and interests in and to the Services, and all related Intellectual Property rights, including all registered and unregistered trademarks, trade dress, graphics, logos, designs, page headers, button icons, scripts, service names, software code, inventions, copyrights, and copyrightable works, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Services, (collectively, the “**Ford Meter Box IP**”). Ford Meter Box IP may not be used in connection with any product or service in any manner that is likely to cause confusion or otherwise violate the rights granted to us in Ford Meter Box IP, including use of any Ford Meter Box IP as part of third party trademarks, trade dress, and/or as part of domain names, email addresses, account names or handles, or other digital properties.

This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Services, or any Intellectual Property rights owned by Ford Meter Box. Ford Meter Box name, Ford Meter Box logos and designs, and the product and service names associated with the Services are trademarks of Ford Meter Box or its affiliated third parties, and no right or license is granted to you by this Agreement to use Ford Meter Box IP for purposes not directly related to your use of the Services.

## 7. Email Notifications

As part of your use of the Services, you may be asked to elect to receive certain email notifications from Ford Meter Box and its partners. These messages may include event updates and other promotions. Your election to receive such messages represents your express written consent to receiving emails from Ford Meter Box related to the Services. You may opt-out of receiving certain notifications in association with the Services by contacting us at [privacy@fordmeterbox.com](mailto:privacy@fordmeterbox.com). By opting-out of receiving notifications, you understand that we may not be able to communicate important information to you. Please note we may still contact you regarding certain important Services announcements or notifications even if you have opted-out from other messages.

## 8. Notices

You consent to receive from Ford Meter Box all communications, including notices, agreements, legally required disclosures or other information in connection with the Services (collectively, “**Notices**”) electronically. Ford Meter Box may provide such Notices by posting them on or within the Services, by electronic mail to your email address on record in Ford Meter Box’s account information, or by written communication sent by first class mail or pre-paid post to your address on record. You agree that we may communicate with you regarding Ford Meter Box and other entities by electronic means to your mobile device and that certain information about your usage of the Services may be communicated to us. In the event you change or deactivate your mobile device, you agree to promptly update your information to ensure that your messages are not sent to the person that acquires your old device.

## 9. Termination

Ford Meter Box may change, suspend or discontinue the Services for any reason, at any time, including the availability of the Services, features, or Content, without notice to you. Ford Meter Box may also impose limits on certain services, features, or Content, or restrict your access to parts or all of the Services with or without notice to you.

Ford Meter Box may also terminate or suspend your use of or access to the Services at any time, immediately, without notice, and without refund, for any violation of these Terms, in our sole and absolute discretion. Upon such termination or suspension, you must immediately cease accessing or using the Services, and agree not to access, re-download, re-register or otherwise make use of, or attempt to use, the Services.

You acknowledge that we reserve the right to take action, technical, legal, or otherwise, to block, nullify, or deny your ability to access the Services. You understand that we may exercise this right in our sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies otherwise available to Ford Meter Box. Continued use of the Services, its components, databases, or documentation, or any part thereof, after termination is a breach of the terms of this Agreement and a violation of copyright laws. You acknowledge that we may disable access to, refuse to post, or modify or remove any information or content, in whole or in part, for any reason or no reason at all. All provisions of this Agreement, which by their nature should survive termination, shall survive the termination of this Agreement, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

## 10. International Use

The Services are controlled and operated by Ford Meter Box from within the United States. Ford Meter Box makes no representations that materials contained within the Services is appropriate or available for use in other locations, and access to the Services from locations where such activity is illegal is prohibited. Those who choose to use the Services from other locations do so of their own initiative and are solely responsible for compliance with all applicable laws.

## **11. Indemnity**

You agree you shall indemnify and hold harmless Ford Meter Box, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders, and employees against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or related to the Services, use of the Services, violation of the Terms, or the infringement by you of any Intellectual Property, or violation of any right of any person or entity by you or any third party using your information, login, or password.

## **12. Warranty Disclaimers**

You acknowledge that Ford Meter Box has no control over, and no duty to take any action regarding: (1) which Users gain access to the Services; (2) what effects the Content or the Services may have on you; (3) how you may interpret or use the Content or the Services; or (4) what actions you may take as a result of having been exposed to the Content or the Services.

You release Ford Meter Box from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. Ford Meter Box makes no representations concerning any content contained in or accessed through the Services, and Ford Meter Box will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Ford Meter Box makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein. Ford Meter Box cannot guarantee that you will obtain the results you seek or warrant that Services will be error-free. Ford Meter Box makes no representation or warranty of any kind with respect to use of Services or the use or accuracy of the information on the Services.

USER ACCESSES THE SERVICES AT HIS OR HER OWN RISK. THE SERVICES ARE PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLETENESS OF ANY SERVICES PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY FORD METER BOX ARE HEREBY DISCLAIMED. NEITHER FORD METER BOX NOR ANY PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, LICENSORS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE AND NO WARRANTY IS MADE AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF FORD METER BOX, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. IN NO EVENT WILL FORD METER BOX OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS OR THIRD PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS, OR ILLEGAL CONDUCT OF USERS OF THE SERVICES.

## **13. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF ITS LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, NEITHER FORD METER BOX NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THESE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF OR DAMAGE TO DATA OR INFORMATION OF ANY KIND, DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER, PERSONAL INJURY, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES (WHETHER THE CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHER LEGAL THEORY) ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH USE OF THE SERVICES OR CONTENT, OR FOR ANY DIRECT DAMAGES IN EXCESS OF \$100 (IN THE AGGREGATE), EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

The “Disclaimer” and “Limitation of Liability” provisions of this Agreement are for the benefit of Ford Meter Box as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

## **14. General Terms**

### **Entire Agreement**

The Terms, including the incorporated Ford Meter Box Privacy Notice, constitutes the entire agreement between Users of the Services and Ford Meter Box regarding Users’ use of and access to the Services. Your use of the Services is intended for your enjoyment and

benefit and the provision of the Services to you constitutes the sole and sufficient consideration that you are entitled to receive for any content or other contributions you have made to the Services.

### **Waiver & Severability**

The failure of Ford Meter Box to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

### **Controlling Law & Jurisdiction**

These Terms and any action related thereto will be governed by the laws of the State of Indiana without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Marion County, Indiana, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any enactment of the Uniform Computer Information Transactions Act shall apply to this Agreement. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

### **Transfer & Assignment**

This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by you without the written consent of Ford Meter Box. Ford Meter Box may assign this Agreement upon ten (10) days prior written notice to you provided via email (if available) and by posting notice to the Services. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

### **No Independent Contractor or Joint Venture**

The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

## **15. Changes to Our Terms**

Ford Meter Box may modify these Services Terms of Service from time to time. The most current version of these Terms will govern your use of the Services and will be located at our website. We will notify you of material changes to these Terms by posting a notice at the Services. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Services Terms of Service.

## **16. Contact Ford Meter Box**

The Ford Meter Box Company Inc.

775 Manchester Ave.

Wabash, Indiana 46992

Phone: (260) 563-3171

E-mail: [privacy@fordmeterbox.com](mailto:privacy@fordmeterbox.com)