

TERMS OF USE

By accessing or using any services or information exchanges provided through the program HFLI (the “Services”), you represent and acknowledge that you have read, understood, and agree to be bound by these Terms. You further warrant that any information that you provide or publish through your use of the Services is accurate, complete, your proprietary information and that the provision or publication of which does not violate any intellectual property right of third parties. If you do not agree with these Terms, you may not receive access to the Services.

You acknowledge that these Terms constitute a contract between you and The Henry Ford Learning Institute (“HFLI”), even though it is electronic and is not physically signed by the parties. You further acknowledge that these Terms govern your use of the Services. Further, other users and third-party websites associated with the Services may have their own requirements or contracts regarding the services they provide, which are unrelated to these Terms. It will be your choice as to whether or not you wish to agree to these additional terms if any.

Disclaimer of Warranties and Liability

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND HFLI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

HFLI CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. YOU ARE UNDER NO OBLIGATION TO PARTICIPATE IN THE SERVICES AND DO SO AT YOUR OWN RISK.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WILL HFLI AND FORD MOTOR COMPANY FUND (“FORD FUND”), THEIR RESPECTIVE, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCURRED BY YOU IN CONNECTION WITH THE SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE STATES, THE LIABILITY OF HFLI AND FORD FUND WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Waiver

In consideration of your participation in the Services and with the understanding that your participation in the Services is only on the condition that you agree to these Terms for yourself, your heirs, and assigns, you hereby assume the inherent and extraordinary risks involved in any activities related to the Services in which you may participate. You expressly assume the risk of and accept full responsibility for any and all injuries, disease, sickness (including death), property damage, and accidents that may occur as a result of your participation in any activities related to the Services and release from liability HFLI, Ford Fund, and their respective officers, directors, agents, representatives, employees, and affiliates. You hereby waive any and all claims you may hereafter have as a result of any and all injuries, disease, or sickness (including death) to your person or property as a result of your participation in activities related to the Services. You understand that activities related to the Services may be inherently dangerous and that physical injury, property damage, disease, sickness, or death may result. You understand that you are waiving any and all claims you may have against HFLI, Ford Fund, and their respective officers, directors, agents, representatives, employees, and affiliates as the result of your participation in the Services and activities related to the Services.

You hereby represent and warrant that you have entered into this Agreement fully and voluntarily based on your own information and investigation and that you have had the opportunity to consult with independent legal counsel with regard to the releases contained herein, and having been so advised, expressly waive any rights you may have under any statute, law, rule, or regulation applicable to the claims released hereby. You assume the risk of the subsequent discovery or understanding of any matter, fact, or law which, if known or understood, would in any respect have affected the releases and waivers made herein. You waive, as to each and every claim released hereunder, the benefit of any applicable federal or state law, if any, that limits the application of a general release to those claims that a creditor knows or suspects to exist at the time of execution of the release, after having been advised by their legal counsel with respect thereto. In furtherance of the foregoing, you acknowledge that you are familiar with the provisions of, a statute that otherwise prohibits the release of unknown claims and which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Being aware of California Civil Code Section 1542, you expressly agree to waive any rights you may have thereunder, as well as under any other statute or common law principles of similar effect in California or any other jurisdiction throughout the world.

Third-Party Products, Services, or Sites

You acknowledge that the Services may include descriptions of, links to, or references to, products, services, publications, or sites owned or operated by others, including without limitation social media websites like Facebook, Twitter, or LinkedIn (the "Third Party Services"). You agree that any reference to or other association between the Services and the Third-Party Services does not imply endorsement of the Third Party Services by HFLI. HFLI is not responsible for the provision of the Third Party Services. HFLI does not endorse, is not responsible for, and makes no representations as to the Third Party Services, their products, services, content or the manner in which they handle any data you may provide to such third parties. HFLI is not liable for any damage or loss caused or alleged to be caused by or in connection with your access or use of the Third Party Services, including without limitation access to the Third Party Services in association with the Services, or your reliance on the privacy practices or other policies of the Third Party Services.

Intellectual Property Rights

You acknowledge and agree that you own any information and content, including but not limited to the right to publish all photographs, video, or other written or multimedia content, that you provide to HFLI pursuant to the Services (the "Intellectual Property"). To the extent necessary for HFLI to provide the Services, you grant to HFLI a nonexclusive, irrevocable, worldwide, perpetual, unlimited fully paid up, and royalty-free right to use, copy, prepare derivative works of, distribute, publish, remove, retain, add, process, or analyze the Intellectual Property. By providing the Intellectual Property to us or to third parties through the Services, you represent and warrant that you are entitled to and authorized to submit the information included in the Intellectual Property and that such content and information is accurate, not confidential, and not being provided or disclosed in violation of any contractual restrictions or other third-party rights.

Consent to Release of Your Information

By agreeing to these Terms, you agree that HFLI may release your name and personal contact information to third parties for the purpose of allowing you to use the Services. You acknowledge that this information will allow third parties to know that you are affiliated with HFLI and allow such third parties to initiate contact with you. Any further information you provide on your own to these third parties will be done at your own risk and be subject to

the privacy policies of any third parties associated with the Services, which may be entirely different than those provided by HFLI.

Privacy Policy

You acknowledge that you have read and understood our [Privacy Policy](#). You consent to our use of your information in compliance with the same.

DMCA Notice

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify us as described below in accordance with the Digital Millennium Copyright Act of 1998 ("DMCA"). For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit HFLI to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA agent:

Attn: DMCA Notice
Henry Ford Learning Institute
20900 Oakwood Blvd.
Dearborn, MI 48124
Email: copyright@hfli.org

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying HFLI that your copyrighted material has been infringed. The preceding requirements are intended to comply with HFLI's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

Entire Agreement

These Terms constitute the entire agreement between the parties with respect to the subject matter hereof, all previous understandings whether oral or written having been merged herein. No representations or warranties have been made other than those expressly set forth herein. Without limiting the foregoing, the parties have not relied on any oral statements that are not included in the Terms.

Severability

If any provision of these Terms, or the application thereof under certain circumstances, is held to be invalid or unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms, or the application of such provision under other circumstances, shall remain in full force and effect.

Governing Law

The validity, interpretation, and performance of these Terms shall be governed by the laws of the State of Michigan without giving effect to the conflicts of laws provisions or principals thereof. You agree to the exclusive jurisdiction of the courts located within the State of Michigan to resolve any disputes between the parties and you agree that proper venue is in the State of Michigan. YOU WAIVE THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

Mandatory Arbitration

If you cannot amicably resolve any legal dispute or damage claim that should arise from the Services with HFLI, then you agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding will be conducted in Wayne County, Michigan, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of both you and HFLI. If you and HFLI cannot agree on an arbitrator, then the American Arbitration Association will select an arbitrator from the National Panel of Arbitrators. The laws of the State of Michigan will apply to the arbitration proceedings. You agree that the arbitrator cannot award punitive damages to either any party and agree to be bound by the arbitrator's findings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, which will include, but not be limited to, the courts within Wayne County, Michigan.

You agree that (i) no arbitration proceeding hereunder, whether a consumer dispute or a business dispute, will be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers or persons similarly situated, and (ii) no arbitration proceeding hereunder will be consolidated with, or joined in any way with, any other arbitration proceeding.

YOU AGREE TO ARBITRATE ALL DISPUTES ON AN INDIVIDUAL BASIS AND YOU WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION. HFLI AGREES TO THE SAME LIMITATIONS SET FORTH IN THIS SECTION.