



## Terms of Use Policy

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M.A. Ford may revise and update these Terms of Use at any time by posting the amended terms to this Website. Your continued use of the M.A. Ford Website means that you accept and agree to the revised Terms of Use. If you disagree with the Terms of Use (as amended from time to time) or are dissatisfied with this Website, your sole and exclusive remedy is to discontinue using this Website. The most current version of these Terms of Use, which supersedes all previous versions, can be reviewed by clicking on the "Terms of Use" hyperlink at the bottom of each page of the Website.

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You agree to use the M.A. Ford Website only for lawful purposes:

1. Specifically, you agree not to do any of the following:
  1. Upload to or transmit on the M.A. Ford Website any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner;
  2. Use the M.A. Ford Website to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction;
  3. Use the M.A. Ford Website for stealing, misuse, alteration or unauthorized access of data, personal information or intellectual property.
  4. Misrepresent an affiliation with any person or organization;
  5. Upload to or transmit on the M.A. Ford Website any advertisements or solicitations of business;
  6. Restrict or inhibit use of the M.A. Ford Website by others;
  7. Upload or otherwise transmit files that contain a virus or corrupted data;
  8. Collect information about others (including e-mail addresses) without their consent;

9. Download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over the M.A. Ford Website or that you have a contractual obligation to keep confidential (notwithstanding its availability on the M.A. Ford Website);
  10. Post "spam," transmit chain letters or engage in other similar activities; or engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the M.A. Ford Website, or which, as determined by M.A. Ford, may harm M.A. Ford or users of the M.A. Ford Website or expose them to liability.
  11. Intercept or attempt to intercept electronic mail not intended for you.
  12. Aid a third party in violation of this Terms of Use Policy.
2. Any content and/or opinions uploaded, expressed or submitted to a message board, chatroom or any other publicly available section of the M.A. Ford Website (including password-protected areas), and all articles and responses to questions, other than the content provided by M.A. Ford, are solely the opinions and responsibility of the person or entity submitting them and do not necessarily reflect the opinions of M.A. Ford. You understand and acknowledge that you are responsible for whatever content you submit, and you, not M.A. Ford, have full responsibility for such content, including its legality, reliability and appropriateness. By uploading or otherwise transmitting material to any area of the M.A. Ford Website, you warrant that the material is your own or is in the public domain or otherwise free of proprietary or other restrictions and that you have the right to post it to the M.A. Ford Website. You grant to M.A. Ford the right to use all content you upload or otherwise transmit to the M.A. Ford Website in any manner M.A. Ford chooses, including, but not limited to, copying, displaying, performing or publishing it in any format whatsoever, modifying it, incorporating it into other material or making a derivative work based on it.
  3. M.A. Ford reserves the right, but does not assume any responsibility, to:
    1. Remove any material posted on the M.A. Ford Website which M.A. Ford, in its sole discretion, deems inconsistent with the foregoing commitments, including any material M.A. Ford has been notified, or has reason to believe, constitutes a copyright infringement; and
    2. Terminate any user's access to all or part of the M.A. Ford Website. However, M.A. Ford can neither review all material before it is posted on the M.A. Ford Website nor ensure prompt removal of objectionable material after it has been posted. Accordingly, M.A. Ford assumes no liability for any action or inaction regarding transmissions, communications or content provided by third parties. M.A. Ford reserves the right to take any action it deems necessary to protect the personal safety of users of this Website and the public; however, M.A. Ford has no liability or responsibility to anyone for performance or nonperformance of the activities described in this paragraph.
  4. Your failure to comply with the provisions of (a) or (b) above may result in the termination of your access to the M.A. Ford Website and may expose you to civil and/or criminal liability.

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## PROTECTION OF PERSONAL INFORMATION; LEGALLY-REQUIRED DISCLOSURES

You are prohibited from using any services or facilities provided in connection with this Website

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This Website is not intended for children under the age of 18. We will not knowingly collect information from Website visitors in this age group. We encourage parents to talk to their children about their use of the Internet and the information they disclose online. If your child has submitted personal information and you would like to request that such information be deleted from our records, you may do so by contacting us using the contact details provided under the [How You Can Contact M.A. Ford](#) section below.

## COMMENTS AND SUBMISSIONS

M.A. Ford welcomes your comments. To the extent permitted under applicable law, all comments, suggestions or other information sent by you to this Website will become M.A. Ford's property and you agree that all intellectual property rights therein are transferred to M.A. Ford. You understand that any postings to publicly available portions of the M.A. Ford Website are non-confidential for all purposes.

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By mail:

M.A. Ford Mfg. Co., Inc.  
7737 Northwest Blvd.  
Davenport, IA 52806  
By phone: 563.391.6220 or 800.553.8024  
By email: [sales@maford.com](mailto:sales@maford.com)

## MISCELLANEOUS

These Terms of Use shall be governed in all respects by and construed in accordance with the laws of the State of Iowa USA, without regard to its conflicts of law principles. These Terms of Use, as they may be amended from time to time, completely and exclusively state the agreement between you and M.A. Ford with respect to the M.A. Ford Website, and no other terms that may have been communicated to you orally or in any other manner shall have any force or effect. Any cause of action you may have with respect to the M.A. Ford Website must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Exclusive jurisdiction over any cause of action arising out of these Terms of Use or your use of the M.A. Ford Website shall be in the state or federal courts located in Scott County, Iowa. You agree to submit to the jurisdiction of such courts.

If any part of these Terms of Use is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of these Terms of Use shall remain in full force and effect.

You agree that no joint venture, partnership or agency relationship exists between you and M.A. Ford as a result of these Terms of Use or your use of this Website.

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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Warranty Policies/Terms of Payment Policies ETC.

*These Terms of Use were last updated on March 22, 2022.*