

## Deere User Account Terms and Conditions

**Updated: October 12, 2020**

These terms and conditions (the "**Terms**"), together with the Privacy Policy, Cookie Policy, and Legal Terms, govern your access to and use of your John Deere User Account (your "**Account**") and any John Deere websites, web applications, or mobile applications that link to or reference these Terms, or that you access through your Account (collectively, the "**Sites**"). Links to each of these policies and terms can be found at the bottom of this webpage. Some John Deere websites, web applications, and mobile applications are also governed by separate license terms.

By creating or using an Account, or by accessing or using the Sites, you confirm that you accept these Terms and that you agree to comply with them, and you enter into a personal and legally binding contract with Deere & Company ("**Deere**", "**we**", "**us**", "**our**"). By using the Sites, you represent and warrant to us that you are at least 18 years old. If you do not agree to these Terms, you must not create or use an Account, or access or use the Sites. We recommend that you print a copy of these Terms for future reference.

### A. Creating and Using Your Account

1. **Provide Accurate Information.** You agree that you will provide accurate contact information to us when you create your personal Account. If your contact information or other information related to your Account later changes, you agree that you will notify us promptly and provide current information.
2. **Protect Your Password.** You are solely responsible for protecting your Account password and other access information. Specifically, you agree that you will choose a strong and secure password and keep your password secure and confidential. You further understand and agree that you will not share your Account with, or transfer it to, any other person.
3. **Using the Sites.** The Sites include a number of hosted software and applications. All or portions of the Sites may be modified or updated from time to time, at our sole discretion, without notice or liability, to reflect changes to our products, customer needs, and our business priorities and, in relation to hosted software and applications, such changes may be outside of our control. We may also remove any content from the Sites at our discretion, without notice or liability. We will try to give you reasonable notice of any major changes. If you do not agree with a modification or update, you may stop using the Sites at any time.
4. **Availability of the Sites.** While we endeavor to make the Sites available, we do not guarantee that our Sites will always be available or be uninterrupted. We may suspend, discontinue, or restrict the availability of all or portions of the Sites for business or operational reasons. We will try to give you reasonable notice of any suspension or discontinuation of the Sites.
5. **Interacting with John Deere Services.** The Sites may include tools that enable you to access features and services ("**Services**") that we provide to others ("**Service Customer**"). For example, your employer may use our JDLink services, and may invite you to access the JDLink tools as an employee. As between you and separate Service Customers your Account belongs to you, but if you use Services we provide to a separate Service Customer, that other person has the right to control access to and use of the Service and may receive or control information resulting from your use of the Services. For example, if you link your Account to your employer's John Deere Organization (an "**Organization**") so that you appear as staff or a partner in that Organization, information resulting from your activity within that Organization would be controlled by your employer rather than you.

### B. Third-party Content.

1. The Sites may contain content from third parties or links to third-party websites or resources, or as noted above, may enable communications with third parties. Links to third-party websites or resources are provided for your information only and do not constitute approval of those third-party websites or resources by Deere. Deere does not control or endorse and is not responsible

or liable for any such third-party content, websites, communications, or resources, or any related content, products, or services. You are solely responsible for your use of any such third-party content, websites, communications, or resources. Please note that third-party apps and sites may have their own legal terms and conditions and you may be giving others permission to use your contact information or other information by using or interacting with them.

2. You understand that by accessing the Sites, you may see content that may be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. We do not review content provided by users to the Sites and information and materials uploaded by users of the Sites have therefore not been verified or approved by us. You agree that we are not responsible for others' content. We cannot always prevent others' misuse of the Sites, and you agree that we are not responsible for any such misuse. You are responsible for deciding whether you will access or use any third-party content, apps, or features that may be available in or through the Sites. The views expressed by users of our Sites do not represent our views or values.

**C. Prohibited Uses.** Without limiting any other terms in these Terms, you agree that you will not (and you will not permit, assist, encourage or enable anyone to) use your Account and/or the Sites to:

1. violate these Terms;
2. share your user account or credentials, access the Sites using another person's user account, or provide false or misleading information when establishing or using any John Deere user account;
3. send unsolicited communications, promotions or advertisements, or spam; send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
4. modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit, the Sites;
5. access your Account or the Sites by any means other than our publicly supported interfaces;
6. remove or modify any copyright, trademark or other proprietary rights notice that appears on or in the Sites or on any materials available through the Sites;
7. access or view information about other users of Sites without authorization;
8. probe, scan, or test the vulnerability of any system or network;
9. reformat or frame any portion of the Sites;
10. take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on Deere's technology infrastructure or otherwise make excessive traffic demands of the Sites;
11. attempt to gain unauthorized access to any Account, user accounts, computer systems or networks connected to your Account or the Sites through hacking, password mining or any other means;
12. plant malware or otherwise use your Account or the Sites to distribute malware, computer viruses, spyware, worms, defects, Trojan horses or other items of a destructive nature;
13. use any device, software or routine that interferes with the proper working of the Sites, or otherwise attempt to interfere with the proper working of the Sites;
14. use your Account or the Sites to violate the security of any computer network, crack passwords or security encryption codes;
15. disrupt or interfere with the security of, or otherwise cause harm to, the Sites;
16. remove, circumvent, disable, damage or otherwise interfere with any security-related features of your Account or the Sites, or features that enforce limitations on the use of the Sites;
17. promote or advertise products or services;
18. impersonate another person or business, or misrepresent your affiliation with any person or entity; or
19. threaten, stalk, harm, bully, or harass others, or promote or propagate bigotry or discrimination; or violate applicable law in any way, or violate the privacy of others, or defame others.

In the event that you use the Services, Site or your Account for any of the Prohibited Uses, your right to use the Services, Site and your Account will cease immediately. Where your use of the Services, Site or Account for any of the Prohibited Uses constitutes a criminal offence, we will report any such breach to the relevant authorities and we will co-operate with those authorities by disclosing your identity to them, where necessary.

#### D. How We Use Your Account Data

1. **To Support Your Account.** You grant Deere the right to copy, modify, display, transmit and otherwise use your Account Data, including specifically your name and contact information as needed to maintain and support your Account and to enable your use of the Sites. This permission extends to third parties engaged by Deere to provide the Sites and any associated services. You understand and agree that the existence of your Account is not confidential, and that a primary purpose of establishing and maintaining your Account is that Deere, Deere Dealers, and others may identify or find you through the Sites.
2. **Use by Deere.** You acknowledge and agree that Deere may use your contact information and any data generated by your use of your Account ("**Account Data**") as provided in these Terms and in our Data Services and Subscriptions Statement ([www.deere.com/trust](http://www.deere.com/trust)). Please refer to the Privacy and Data Statements for your country for specific information regarding how we may use your Account Data.
3. **Uploading Content to our Sites.** Any content you upload to our Sites will be considered non-confidential and non-proprietary. You retain all ownership rights in your content, but you agree and warrant that we may use, store and copy that content, and to distribute it and make it available to third parties as described in these Terms. Subject to our obligations under applicable privacy laws, you grant us the right to disclose your identity to any third party who is claiming that any content uploaded by you to our Sites violates their intellectual property rights or their right to privacy. We retain the right to remove any content you upload to our Sites where we consider this to be defamatory or where there is a claim by a third party that such content is in breach of their intellectual property rights. You have sole responsibility for securing and maintaining back-ups of your content.
4. **Feedback.** We welcome your feedback. By sending us any ideas, suggestions, documents or proposals ("**Feedback**"), you agree and warrant that (i) your Feedback does not contain any personal, confidential, or proprietary information, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) we may use, modify, publish, distribute and sublicense the Feedback without any obligation or compensation to you or any third party.
5. **Mandatory Privacy Notices and Explanation of Data Subject Rights.** Some countries require us to deliver a privacy notice or other statement to you outlining details about our services and customers' rights under applicable laws. Our linked privacy notice (available at [www.deere.com/trust](http://www.deere.com/trust)) serves that purpose, but everyone is welcome to read them to learn more about how we manage and process information from and for customers.

#### E. Disclaimers and Limitations of Liability

Please read this section carefully because it limits our liability. Each of the subsections below applies to the maximum extent permitted under applicable law and subject to subsection 10. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

1. While Deere endeavors to provide a functional and convenient Site, your Account and the Sites are made available to you on an "as is", "with all faults" and "as available" basis. Your use of the Sites and Account are at your own discretion and risk. We make no claims or promises about the quality, accuracy, or reliability of the Sites or your Account, their safety or security, availability or uptime, or content. Accordingly, we will not be liable to you (nor to any linked Service Customer or any other person claiming rights derived from your rights) for any losses that were not foreseeable to the parties as a result of any breach by us or for any losses related to any of your business such as loss of information or data, lost revenues or profits, or loss of goodwill or reputation, with respect to any claims based on contract, tort (including, without limitation, negligence and strict liability), in equity or otherwise arising from, relating to or in connection with the Sites or Account.
2. We make no claims or promises with respect to any site user or other third party. Accordingly, we are not liable to you for any loss or damage that might arise from actions of these third parties,

including, for example, if another user misuses your content or identity. Your use of third-party content is at your own discretion and risk.

3. We expressly disclaim all warranties, guarantees, conditions or terms, whether express or implied or imposed by law, including warranties as to any products, information, or services offered on the Sites, and implied warranties of merchantability, fitness for a particular purpose, quality, and non-infringement. No oral or written information or advice provided to you by any of our representatives will create a representation or warranty.
4. The information on our Sites is for general information only and given the information on our Services is not tailored to your Organization and Users, it is not intended to be relied upon for those purposes. You should obtain independent, specialist advice before taking, or refraining from, any action on the basis of the information provided on the Sites. Although we make reasonable efforts to update the information on our Sites, we make no representations, warranties or guarantees, express or implied, that the content on our Sites is accurate, complete or up to date.
5. We do not guarantee that the Sites will be secure or free from bugs or viruses. You are responsible for configuring your information technology to access our Sites and should use your own virus protection software.
6. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage caused by your failure to comply with any operator manuals or maintenance instructions that may be issued by us from time to time.
7. Your sole and exclusive right and remedy in case of dissatisfaction with your Account, the Sites, related services, or any other grievance shall be your termination and discontinuation of access to, or use of, the Site and Account.
8. Our maximum aggregate liability to you for losses or damages that you suffer in connection with your Account, the Sites or these Terms is limited to US \$100, or the equivalent in your local currency.
9. Notwithstanding any other term of these Terms, nothing in these Terms excludes or limits our liability for (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited as a matter of applicable law.
10. Notwithstanding any other term in these Terms, if any guarantee, condition, representation, warranty or term is implied or imposed by any applicable law and cannot be excluded (a "**Non-excludable Provision**"), and we are able to limit your remedy for a breach of the non-excludable provision, then our liability for breach of the non-excludable provision is limited exclusively (so far as applicable laws do not prohibit) to, at our option: (i) in the case of goods, the prompt replacement of the goods or supply of equivalent goods, or the cost of replacing the goods or acquiring equivalent goods; and (b) in the case of services, the supplying of the services again, or the payment of having the cost of having the services supplied again.
11. For residents of New Zealand: If, for the purposes of section 43 of New Zealand's Consumer Guarantees Act 1993, you are acquiring products and services under these Terms "in trade", you agree that the Consumer Guarantees Act 1993 does not apply to Deere's supply of goods and services to you under these Terms. Without limiting anything else in these Terms, you agree that any implied terms or warranties under the Contract and Commercial Law Act 2017 do not apply. This clause is subject to clause E.9.

## **F. Termination**

1. You may terminate these Terms at any time by closing your Account, discontinuing your use of the Sites, and providing Deere with a notice of termination. The notice should be delivered to us at the address shown for your country of residence on the table below these terms:
2. We reserve the right to suspend or end these Terms, your Account, or your access to the Sites at any time, provided that we give you reasonable notice. If you use the Sites for any of the Prohibited Uses or otherwise breach these Terms, your right to use the Sites will cease immediately and we may suspend or end your Account and your access to the Sites without notice.
3. In the event of any termination, whether by you or us, those provisions of these Terms under the heading "Disclaimers and Limitations of Liability" and any other terms that are intended to survive termination will continue in full force and effect. To the maximum extent permitted by applicable law, Deere will not be liable for any loss of or damage to any of your Account Data following any termination of these Terms.
4. On termination the personal information associated with your Account will be deleted, destroyed, returned to you or de-identified, unless there is a justification in law for the retention of such personal information.

## **G. General Terms**

1. Except as otherwise stated in Section A.5, these Terms contain the entire agreement between you and us regarding its subject matter, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.
2. Any failure on Deere's part to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. Any failure of Deere to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. All waivers must be in writing, and signed by Deere, to be effective.
3. If any provision of these Terms is found to be wholly or partially unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.
4. These Terms are not assignable, transferable or sub-licensable by you except with Deere's prior written consent, but may be assigned or transferred by us without restriction, provided that such assignment or transfer does not adversely affect or materially reduce your rights under the Terms. Any assignment attempted to be made in violation of these Terms shall be void.
5. Deere and you are independent contractors, and not agents, legal partners, or engaged in any employment relationship.
6. The section titles in these Terms are for convenience only and have no legal or contractual effect.
7. Deere will not be liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war (declared or undeclared), fire, flood, storm, slide, earthquake, power failure, inability to obtain equipment, supplies or other facilities not caused by a failure to pay, labor disputes, or other similar event beyond the control of Deere which may prevent or delay such performance. If any such act or event occurs or is likely to occur, Deere will use reasonable efforts to notify you, and will use reasonable efforts to eliminate or remedy the event.
8. To the extent permissible, these Terms, and all disputes (including in relation to any non-contractual disputes and obligations) directly or indirectly arising out of or relating to the Terms, will be governed by and construed in accordance with the laws of Illinois USA.
9. To the extent permissible, in the unlikely event that you and Deere have a dispute (including any non-contractual disputes and obligations) related to these Terms, you and Deere agree to submit to the exclusive jurisdiction of the state and federal courts located within Rock County, Illinois USA.
10. Deere's wholly owned subsidiaries are beneficiaries under these Terms with rights to enforce these Terms. Except as otherwise expressly set out in these Terms, a person who is not a party to these Terms has no right under these Terms or to enforce any provisions of these terms, including pursuant to
  - a. subpart 1 of part 2 – Contract Privity of the New Zealand Contract and Commercial Law Act 2017; and

- b. the United Kingdom Contracts (Rights of Third Parties) Act 1999.
11. We may modify these Terms from time to time as we deem necessary. When changes are made, we will provide notice to you of such changes by making the revised version available on the Sites, and will indicate the date that revisions were last made. We will also provide notice to you of such changes via email delivered to the email address you provide for your Account. You should revisit these Terms on a regular basis as revised versions will be binding on you if you continue to use the Site. Any such modification will become effective, going forward, upon our posting of new Terms. **You understand and agree that your continued access to or use of your Account or the Sites after any modification to these Terms are posted on the Sites indicates your acceptance of the modified Terms.** We may also choose, in our sole discretion, to notify you directly of certain modifications to these Terms and we may require your direct agreement to the modified Terms before you may continue to use or access your Account or the Sites. If you do not agree to any modified Terms, you must immediately stop using your Account and the Sites and we may suspend or terminate your Account.
12. To the extent permissible by law, you are responsible for payment of any taxes, stamp, or regulatory fees associated with your use of your Account or the Sites.

**H. Information about us and how to contact us**

You may contact us as indicated in our Privacy Notice, or as indicated on the table below for your country of residence.

If you reside in:	Contact Information:
United States of America, Puerto Rico, Indonesia, Malaysia, Mexico, Republic of South Africa, Thailand, or any country not listed below	John Deere Special Technologies Inc. Attn: Privacy Manager Center for Global Business Conduct One John Deere Place Moline, IL 61265, USA  PrivacyManager@JohnDeere.com
Canada	John Deere Canada ULC Attn: Chief Privacy Officer 295 Hunter Road P.O. Box 1000 Grimsby, ON L3M 4H5  1-905-945-9281  PrivacyManager@JohnDeere.com
Australia and New Zealand	John Deere Limited (Australia) Attn: complete Goods Manager 1660170 Magnesium Drive Crestmead, Queensland 4132  Australia: 1800-800-981 New Zealand: 0800-303-100  PrivacyManager@JohnDeere.com
Argentina	Industrias John Deere Argentina, S.A.  Attn: Privacy Manager John Orsetti 481 (S2152CFA)

	<p>Grenadier Baigorria  Province of Santa Fe, Argentina  PrivacyManager@JohnDeere.com</p>
<p>Bolivia, Brazil, Colombia,  Ecuador, Paraguay, Russia,  Zambia</p>	<p>John Deere Shared Services  Attn: Privacy Manager  Center for Global Business Conduct  One John Deere Place  Moline, IL 61265, USA  PrivacyManager@JohnDeere.com</p>
<p>Bahamas, Chile, Costa Rica,  Dominican Republic,  Guatemala, Haiti, Honduras,  Jamaica, Nicaragua,  Paraguay, Peru, Trinidad &amp;  Tobago, Uruguay</p>	<p>Industrias John Deere, Mexico  Attn: Privacy Manager  Blvd. Diaz Ordaz, Numero 500  Colonia La Leona, Codigo Postal 66210  San Pedro Garza Garcia, Nuevo Leon, Mexico  PrivacyManager@JohnDeere.com</p>