



# *MyJohnDeere™ Terms & Conditions*

Territory Scope: European Union, non-EU countries in European Economic Area (EEA), Azerbaijan, Kazakhstan, Ukraine and Russia

Release Date: 2018-05-25

Language: English

These terms and conditions (these "**Terms**") govern your access to and use of the [MyJohnDeere.com](https://www.myjohndeere.com) website and services as well as other John Deere websites and mobile applications that link to or reference these Terms (the "**Site**"). By accessing or using the Site or by creating a Site user account, you are agreeing to these Terms and entering into a legally binding contract with John Deere GmbH & Co. KG, Intelligent Solutions Group, Straßburger Allee 3, 67657 Kaiserslautern, Germany. If you access or use the Site as an employee or agent on behalf of another person or an organization, you also agree to these Terms on behalf of that person or organization and you represent and warrant that you have the authority to bind that person or organization to these Terms.

**Do not access or use the Site if you are unwilling or unable to be bound by these Terms.**

## 1 Definitions

### 1.1 Parties

1. "**You**" and "**your**" refer to you, as an individual user of the Site, and, if you use the Site on behalf of another person or an organization also include that person or organization.
2. A "**user**" is anyone who accesses, views, browses, crawls, scrapes, or in any way uses the Site.
3. "**Deere**," "**we**," "**us**," and "**our**" refer to John Deere GmbH & Co. KG - Intelligent Solutions Group and its parent companies, affiliates and subsidiaries.

### 1.2 Content

1. "**Content**" means text, data, files, records, location information, messages, images, photos, audio, video, and all other forms of data or communication submitted or transmitted to, through, or otherwise made available in connection with the Site. **Note that none of the following definitions imply or create any ownership relationship between any party and any particular Content.**
2. "**Your Content**" means Content that you control, including: (i) Content that you submit or transmit to, through, or in connection with the Site; (ii) data, including machine, production, and other data, delivered to the Site from your equipment; and (iii) Content originating with a third party where such third party has transferred control to you.
3. "**User Content**" means Content that users submit or transmit to, through, or in connection with the Site.
4. "**Deere Content**" means Content that we create, have created, make, have made, acquire or license, and make available in connection with the Site.
5. "**Third-Party Content**" means Content that originates from parties other than you or Deere, which is made available in connection with the Site.
6. "**Site Content**" means all of the Content that is made available in connection with the Site, including Your Content, User Content, Third-Party Content, and Deere Content.

### 1.3 Site

1. This "Site" provides the infrastructure for you to store, share and process "Content".
2. If Deere offers features or services that require access and processing of "Content" by Deere or 3<sup>rd</sup> parties such service will be subject to additional terms or explicit consent if required.
3. As infrastructure provider we offer the possibility for you to share your "Content" with 3<sup>rd</sup> parties via API access (Application Programming Interface access) or in case you are service provider to contact and access 3<sup>rd</sup> party content. Further information about this access can be found in the "MyJohnDeere™ Privacy Notice" and on [developer.deere.com](https://developer.deere.com).

## 2 Changes to these Terms

We may modify these Terms from time to time in order to meet legal requirements due to changes in regulations or jurisdiction, to address updates and changes to our service as well as to meet changes of market needs. When these Terms are revised we will provide You the revised Terms in the form permitted by law no later than two months before their proposed date of application. The amendment is deemed to have been approved by You if you have not objected to the amendment before the proposed date for the amendments to take effect. We will specifically inform You in the offer about such deemed approval. We will then base the further business relationship on the amended version of the Terms. In case you object to the amendment, we are entitled to terminate Your use of the Site as set forth in Section 10.

## 3 Using the Site

### 3.1 Eligibility

To access or use the Site, you must be 18 years or older and have the requisite capacity, power, and authority to agree to these Terms. You are not permitted to access or use the Site if we have previously banned you from the Site or closed your account.

### 3.2 Permission to Use the Site

You may use the Site only in compliance with these Terms. Your use of the Site is at your own risk, including the risk that you might be exposed to Content that is inaccurate, objectionable, or otherwise inappropriate, and the risk that Content you choose to share in connection with the Site may be misused by third parties.

### 3.3 Site Availability

All or portions of the Site may be modified, updated, interrupted, suspended or discontinued at any time, at our sole discretion, without notice or liability. We may also remove any Content from the Site at our discretion, without notice or liability.

### 3.4 User Accounts

1. You must create an account and provide information about your address, email address, phone number to contact you in support cases and a username with password and recovery questions of you choose to use the features that are offered through the Site. You may create an account here: [MyJohnDeere.com](https://www.myJohnDeere.com). By registering you warrant that the information you have provided is accurate.
2. If your contact information or other information related to your account changes, you must notify us promptly and provide current information. You may update your account here: [MyJohnDeere.com](https://www.myJohnDeere.com).
3. You are solely responsible for safeguarding the password and login identification that you use to access the Site, and you agree not to disclose your password to any third party. You are responsible for any activity using your account, whether or not you authorized that activity. You agree to notify us immediately of any unauthorized use of your account. You may contact us about your account [here](#).
4. You acknowledge and agree that if you wish to protect your transmission of data or files to the Site, it is solely your responsibility to establish and use a secure connection to communicate with the Site.
5. Your account is for your use only. In creating it, we ask that you provide complete and accurate information that we request from you. You may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts. If you use a pseudonym, take care to note that others may still be able to identify you based on Content you choose to share. Please read our Privacy and Data Statements ([deere.com/agreements](https://www.deere.com/agreements)) for more information. We reserve the right to close your account at any time for any or no reason, without notice or liability.

### 3.5 Related Deere Services and Agreements

Take note that some Content, features, functionalities, or services available to you through the Site are governed by additional terms stated in separate agreements between you and Deere (each, a “**Deere Service Agreement**”). For example, any use of the JDLink™ tools and services will also be governed by the John Deere Telematics Agreement, which is a Deere Service Agreement. To the extent it is reasonable, these Terms will be interpreted to avoid conflict with other agreements between you and Deere. In the case of any actual conflict between these Terms and other terms or agreements between you and Deere, the terms stated in any applicable Deere Service Agreement will supersede these Terms.

### 3.6 Communications from Deere and other Users

By creating an account, you hereby agree to receive electronic communications in connection with the Site. The Site itself may enable such communications among you and other Users, and Deere may communicate with you regarding Site maintenance, availability, functionality, or other matters relating to your use of the Site, subject to all applicable laws regarding corporate electronic communications.

## 4 Content

### 4.1 Responsibility for Your Content

1. The Site provides features that allow you to share Your Content with others. You understand that Your Content may be copied, used, modified, or distributed by any other user that receives or has access to Your Content and you agree that Deere has no responsibility or liability for any such activities. Please consider carefully what Content you choose to share on the Site.
2. You are responsible for maintaining and protecting Your Content according to Section “Guidelines and Policies” below. Except as set forth in Section “Liability”, You agree that Deere is not liable for any loss or corruption of you Content, or for any costs or expenses associated with backing up or restoring any of your Content.
3. You alone are responsible for Your Content, and once submitted to the Site, it cannot always be withdrawn once shared with thirds parties. You assume all risks associated with Your Content, including any third party’s reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein, including Deere’s use as set forth in Section 5(b) below. You also represent that you have obtained all consents from employees or third parties that are necessary for you and Deere to comply with any applicable privacy laws in respect of Deere’s provision of the Site and its dealings with personal data as stated in Section 6(B) below. You agree and understand that Your Content is not endorsed by Deere, and you will not imply that Your Content is in any way sponsored or endorsed by Deere.
4. Some Site Content may be protected by intellectual property rights of others. You agree that you will not copy, upload, download, or share files from the Site unless you have the right to do so. You are solely responsible and liable for what you copy, share, upload, download or otherwise use while using the Site. You may expose yourself to liability if, for example, Your Content contains material that is false, misleading, deceptive or defamatory; violates any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; discloses nonpublic information about certain publicly traded businesses; contains material that is unlawful, including illegal hate speech or pornography; or violates or advocates the violation of any applicable law or regulation.

5. We may choose to review Site Content for compliance with our guidelines, but you acknowledge that Deere has no obligation to monitor any Content available through the Site. We are not responsible for the accuracy, completeness, appropriateness, or legality of data, files, Site Content, or any other information you may be able to access using the Site.

#### **4.2 Our Right to Use Your Content**

1. These Terms do not grant Deere any rights to Your Content or other intellectual property except for the limited rights to use Your Content described below and in our Privacy and Data Statements ([deere.com/agreements](https://deere.com/agreements)). Please refer to the Privacy and Data Statements for your country for specific information regarding how we may use Your Content.
2. You grant Deere & third parties the right to use Your Content as described in these Terms and as needed to provide all services and functionalities provided as part of the Site, including, for example, hosting Your Content and sharing it at your direction. This permission extends to third parties engaged by Deere in connection with providing the Site and associated services.
3. We may disclose your Content to outside parties when we have a good faith belief that disclosure is reasonably necessary to (a) comply with any applicable law, regulation or compulsory legal request; (b) protect the safety of any person from death or serious bodily injury; (c) prevent fraud or abuse against us or our users; (d) to protect our property rights; or (e) defend Deere and its affiliates or personnel from any legal proceedings arising out of Your Content.

#### **4.3 Deere Content and Software**

1. Some use of the Site may require you to download a client software package (“**Software**”). Deere hereby grants you a limited, nonsublicenseable, nonassignable, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Site. Your license to use the Software is automatically revoked if you violate these Terms or any other agreement with Deere in a manner that prejudices, limits, or infringes our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms. You may not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so. We may update the Software on your device automatically when a new version is available.
2. These Terms do not grant you any right, title, or interest in the Site, related software, or the Site Content. You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Deere Content in whole or in part except as expressly authorized by us. The Software and other technology we use to provide the Site are protected by copyright, trademark, and other laws of the United States, Canada, EU Member States and other foreign countries. These Terms do not grant you any rights to use the Deere trademarks, logos, domain names, or other brand features. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the Deere Content are retained by us.
3. You represent that you have read and understand the [John Deere Web Site Legal Notice](#).

#### **4.4 Third-Party Content**

1. The Site may contain third-party content or links to third-party websites or resources, which will be clearly indicated to You. Where Deere does not control or endorse such third-party content, Deere is not responsible or liable for such third-party content, websites, or resources, or any related content, products, or services. In case Deere controls or endorses third party content, additional specific terms will apply to the use of such website, or resources,

or any related content. You are solely responsible for your use of any such third-party content, websites, or resources.

2. You agree to comply with the terms of any agreement with any other party that governs your access to any third-party content. Your use of Google Maps is subject to the following terms: [Google Maps/Google Earth Additional Terms of Service](#).
3. If we provide you with any software under an open source license, there may be provisions in those licenses that expressly conflict with these Terms, in which case the open source license provisions will apply to such open source software to the extent of such conflict.

## 5 Guidelines and Policies

### 5.1 Acceptable Use

You agree not to, and will not assist, encourage, or enable others to use the Site to:

1. violate these Terms;
2. probe, scan, or test the vulnerability of any system or network;
3. send unsolicited communications, promotions or advertisements, or spam;
4. send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
5. modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content hosted on the Site), except as expressly authorized by Deere;
6. access or search the Site by any means other than our publicly supported interfaces (for example, "scraping");
7. use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content;
8. reverse engineer any portion of the Site;
9. remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
10. record, process, or mine information about other Site users;
11. access or view information about other Site users without authorization;
12. reformat or frame any portion of the Site;
13. 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 Site;
14. attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
15. plant malware or otherwise use the Site or any Site Content to distribute malware, computer viruses, spyware, worms, defects, Trojan horses or other items of a destructive nature;
16. use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;
17. use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content;
18. remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site;

19. publish any Content that is fraudulent or misleading;
20. violate any third party's rights, including without limitation any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
21. share your Site user account, access the Site using another person's user account, or provide false or misleading information when establishing or using a Site user account;
22. promote or advertise products or services other than your own without appropriate authorization;
23. impersonate or misrepresent your affiliation with any person or entity;
24. threaten, stalk, harm, bully, or harass others, or promote bigotry or discrimination;
25. publish, upload, or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial or ethnic hatred; or
26. violate applicable law in any way, or to violate the privacy of others, or to defame others.

## 5.2 Privacy

You agree that we may collect, host, use, share, and disclose Your Content as provided in our MyJohnDeere™ Privacy Notice ([deere.com/agreements](https://deere.com/agreements)) in order to execute and provide you with the services and functionalities covered in these terms. Please refer to the MyJohnDeere™ Privacy Notices for your country for specific information regarding how we may use Your Content.

## 5.3 Copyright And Trademark Disputes

Deere respects the intellectual property rights of others and expects its Site users to do the same.

We will delete any Content that infringes or that we suspect infringes any third party rights in our sole discretion. It is our policy to terminate relationships regarding Content with parties who repeatedly infringe the intellectual property rights of others.

## 6 Suggestions and Improvements

We welcome your feedback. By sending us any ideas, suggestions, documents or proposals ("**Feedback**"), you agree that (i) your Feedback does not contain the personal, confidential, or proprietary information of third parties, (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) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, publish, distribute and sublicense the Feedback.

## 7 Indemnity

You agree to indemnify, defend, and hold Deere, its parents, subsidiaries, affiliates, any related companies, dealers, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "**Deere Entities**") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to, (i) your intentional or negligent violation of these Terms, (ii) any products or services purchased or obtained by you in connection with the Site other than those purchased or obtained from a Deere Entity, or (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity to the extent such infringement is due to your willful or negligent behavior, acts or omissions. You agree that Deere may, at your expense, assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate at your cost with our defense of these claims. You agree not to settle any matter without the prior written consent of Deere. Deere will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## 8 Disclaimers, Limitations of Liability

1. JOHN DEERE SHALL BE LIABLE UNDER THE TERMS OF THIS AGREEMENT ONLY IN ACCORDANCE WITH THE PROVISIONS SET OUT UNDER (a) TO (f):
  - (a) JOHN DEERE SHALL BE UNRESTRICTED LIABLE FOR LOSSES CAUSED INTENTIONALLY OR WITH GROSS NEGLIGENCE BY JOHN DEERE, ITS LEGAL REPRESENTATIVES OR SENIOR EXECUTIVES AND FOR LOSSES CAUSED INTENTIONALLY BY OTHER ASSISTANTS IN PERFORMANCE; IN RESPECT OF GROSS NEGLIGENCE OF OTHER ASSISTANTS IN PERFORMANCE JOHN DEERE'S LIABILITY SHALL BE AS SET FORTH IN THE PROVISIONS FOR SIMPLE NEGLIGENCE IN (e) BELOW.
  - (b) JOHN DEERE SHALL BE UNRESTRICTED LIABLE FOR DEATH, PERSONAL INJURY OR DAMAGE TO HEALTH CAUSED BY THE INTENT OR NEGLIGENCE OF JOHN DEERE, ITS LEGAL REPRESENTATIVES OR ASSISTANTS IN PERFORMANCE.
  - (c) JOHN DEERE SHALL BE LIABLE FOR LOSSES ARISING FROM THE LACK OF ANY WARRANTED CHARACTERISTICS UP TO THE AMOUNT WHICH IS COVERED BY THE PURPOSE OF THE WARRANTY AND WHICH WAS FORESEEABLE FOR JOHN DEERE - ISG AT THE TIME THE WARRANTY WAS GIVEN.
  - (d) JOHN DEERE SHALL BE LIABLE IN ACCORDANCE WITH THE GERMAN PRODUCT LIABILITY ACT IN THE EVENT OF PRODUCT LIABILITY.
  - (e) JOHN DEERE SHALL BE LIABLE FOR LOSSES CAUSED BY THE BREACH OF ITS PRIMARY OBLIGATIONS BY JOHN DEERE, ITS LEGAL REPRESENTATIVES OR ASSISTANTS IN PERFORMANCE. PRIMARY OBLIGATIONS ARE SUCH BASIC DUTIES ('KARDINALPFLICHTEN') WHICH FORM THE ESSENCE OF THIS AGREEMENT, WHICH WERE DECISIVE FOR THE CONCLUSION OF THIS AGREEMENT AND ON THE PERFORMANCE OF WHICH CUSTOMER MAY RELY. IF JOHN DEERE BREACHES ITS PRIMARY OBLIGATIONS THROUGH SIMPLE NEGLIGENCE, THEN ITS ENSUING LIABILITY SHALL BE LIMITED TO THE AMOUNT WHICH WAS FORESEEABLE BY JOHN DEERE AT THE TIME THE RESPECTIVE SERVICE WAS PERFORMED.
  - (f) THE LIABILITY LIMITATION TO PROPERTY OR FINANCIAL DAMAGES FOR FORESEEABLE IMPAIRMENTS WHICH ARE TYPICAL FOR THIS TYPE OF CONTRACT AND / OR THE NATURE OF THE SERVICES SHALL BE LIMITED UP TO A MAXIMUM OF EUR 12.500 PER CUSTOMER. IF THE LIABILITY FOR DAMAGES ON A SINGLE ACTION OR EVENT IS CAUSING DAMAGES TO SEVERAL CUSTOMERS THE LIABILITY FOR DAMAGES IS LIMITED TO A MAXIMUM AMOUNT OF EUR 500.000 APPLYING THE LIMITATION PER CUSTOMER AS DESCRIBED ABOVE. IF THE COMPENSATION FOR THE SAME EVENT EXCEEDS THE MAXIMUM PAYABLE AMOUNT OF EUR 500.000 THE AMOUNT WILL BE SHARED PROPORTIONALLY BETWEEN THE DAMAGED PARTIES UP TO THE MAXIMUM INDIVIDUAL CUSTOMER AMOUNT AS DESCRIBED ABOVE.
2. JOHN DEERE SHALL BE LIABLE FOR LOSS OF DATA ONLY UP TO THE AMOUNT OF TYPICAL RECOVERY COSTS WHICH WOULD HAVE ARISEN HAD PROPER AND REGULAR DATA BACKUP MEASURES BEEN TAKEN.
3. ANY MORE EXTENSIVE LIABILITY OF JOHN DEERE IS EXCLUDED ON THE MERITS.

## 9 Choice of Law and Venue

These Terms will be governed by and construed in accordance with the substantive laws in force in the Federal Republic of Germany. The respective courts of Mannheim exclusive jurisdiction over any cause of action or dispute relating to these Terms (a "Claim"). These Terms will not be governed by the conflict of law rules of any jurisdiction or the United



Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

## 10 Termination

- A. You may terminate these Terms at any time by closing your account, discontinuing your use of the Site, and providing Deere with a notice of termination. You may deliver a notice via the Data Subject Rights Request Form which can be found on [deere.com/agreements](https://deere.com/agreements).
- B. Subject to our obligations under any Related Deere Services and Agreements, we reserve the right to suspend or end the Site at any time, with or without cause, and with or without notice.
- C. We may also suspend or terminate your use of the Site immediately upon giving written or electronic notice to you at any time if you are not complying with these Terms, or use the Site in any way that would cause us legal liability or disrupt others' use of the Site, provided that, if your non-compliance or use is capable of remedy, we first provide you with written notice requiring remedy within 30 days and your non-compliance or use remains unremedied at the end of that period. Any such action could prevent you from accessing your account, the Site, Your Content, Site Content, or any other related information.
- D. We may also suspend or terminate your use of the Site if you object to the amendment of the Terms as set forth Section 2.
- E. In the event of any termination, whether by you or us, Sections 1, 4, 5, 7 - 11 of these Terms will continue in full force and effect, including our right to use Your Content as detailed in Section 4.
- F. Termination of these Terms does not terminate or modify any Deere Service Agreement.

## 11 General Terms

- A. Except as otherwise stated in Section 4(D) above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- B. Except as otherwise stated in Section 3(E) above, 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.
- C. We are under no obligation to enforce these Terms on your behalf against another Site user. While we encourage you to let us know if you believe another Site user has violated these Terms, we reserve the right to investigate and take appropriate action at our sole discretion.
- D. 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.
- E. If any provision of these Terms is found to be 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.
- F. These Terms are not assignable, transferable or sublicensable by you except with Deere's prior written consent, but may be assigned or transferred by us without restriction. Any assignment attempted to be made in violation of these Terms shall be void.
- G. Deere and you are independent contractors, and not agents, legal partners, or engaged in any employment relationship.
- H. The section titles in these Terms are for convenience only and have no legal or contractual effect.