

Terms of Use



By using the Farmobile, LLC ("**Farmobile**") website (www.farmobile.com), the Farmobile online store, and other Farmobile web applications and services (collectively the "**Web Services**"), you agree to these Terms of Use ("**Terms**").

YOU SIGNIFY YOUR ASSENT TO THESE TERMS BY USING THE WEB SERVICES. PLEASE DO NOT ACCESS OR USE THE WEB SERVICES OR USE ANY OF OUR PRODUCTS OR SERVICES IF YOU DO NOT AGREE TO THESE TERMS.

Your Account.

When you create a Farmobile account, you will create a unique log in and password for your account. When you create an account, you may have the option to select a unique username. Your username must be appropriate and not offensive. Farmobile reserves the right in its sole discretion to change and disable any account that does not meet Farmobile's naming standards.

Other users of the Web Services with whom you intend to share your data, such as Trusted Advisors, must create their own account in order to gain access to your Data, Electronic Field Record ("EFR"), or other information.

You will be allowed one log in per account. You are responsible for all activities that occur under your account.

The Web Services may allow you to store your login credentials in your web browser so that you can be automatically logged in each time you access the Web Services. If someone else has access to your computer or mobile device, the automatic login feature will allow that person to have access to your account. You are responsible for all damages resulting from unauthorized access to the Web Services from your account. You must immediately notify Farmobile if you learn of or have reason to suspect any unauthorized use of your account or any other breach of security.

Sharing and Using Data.

You are fully responsible for the data you transfer, share, upload and download while using the Web Services. You may not intentionally or negligently upload data that is false or misleading.

How you use, share, and transfer your data is governed by Farmobile's Equipment Lease and Data Upload Agreement ("**Equipment Lease**").

Services Offered by Farmobile.

Farmobile may provide you with additional services through the Web Services, such as the Farm Data Marketplace (as explained in the Equipment Lease), which

Basically:

One person per account. If you want to share your data with someone, they would have access via their own account. You are responsible for all activities that occur under your account.

Basically:

You are responsible for the data you provide and share and for the way you use data downloaded from our products and services.

may require your acceptance of additional terms and conditions. These services may be changed, suspended, or be discontinued from time to time. Farmobile may periodically conduct maintenance or improvements on the Web Services that may interrupt the services offered or your access to the Web Services. Farmobile will use reasonable efforts to ensure that any interruption in services is minimized.

License to Use the Web Services.

Farmobile grants to you a limited, non-exclusive, non-assignable, non-transferrable license to access and use the Web Services, subject to your agreement to and compliance with these Terms. We reserve all rights not otherwise expressly granted by these Terms.

You may not: rent or sell the Web Services to a third party, copy or reverse engineer the Web Services, create derivative works of the Web Services, change or alter content or notices on the Web Services, use a bot or other automatic process to harvest information on the Web Services, introduce a virus, malicious code, or malware into the Web Services, use the Web Services to violate a third party's intellectual property rights, send advertisements or spam using or through the Web Services, use any information in the Web Services to create a competing service, or engage in any activity that violates these Terms or any applicable law or regulation.

Usage and Limitations.

Farmobile does not guarantee that the Web Services will be compatible or operate with your computer, Internet provider's service plan, mobile carrier's service plan, or any other piece of hardware, software, equipment, or device you use to access or use the Web Services. You are responsible for providing, maintaining, and ensuring the compatibility of all hardware, software, and other system requirements necessary for your access to and use of the Web Services. You are responsible for all third party charges and fees, including to your Internet service provider and mobile carrier, in connection with your access and use of the Web Services and for complying with any contracts, terms of service agreements, and restrictions associated with such third party services.

The quality and availability of the Web Services may be affected by factors outside of Farmobile's control because the Web Services are provided over the Internet. Farmobile will have no liability for damages or losses related to the Web Services being unavailable.

Privacy.

Farmobile collects, stores, and uses data collected from you in accordance with the Farmobile Privacy Policy, located at <https://www.farmobile.com/legal/privacy>. The terms and conditions of the Privacy Policy are incorporated into these Terms.

Basically:

Our services may change at any time, but we'll try and make sure you experience minimal disruption.

Basically:

Access to the Web Services is licensed, not sold, and there are restrictions on how you can use the Web Services.

Basically:

You are responsible for purchasing and maintaining the proper equipment and services, including Internet access, to access and use the Web Services. The Web Services are provided over the Internet so we can't guarantee that they will always be available to you.

Basically:

The data Farmobile collects from you is stored and used in accordance with the Farmobile Privacy Policy.

Trademarks and Intellectual Property.

These Terms do not grant you any right, title, or interest in the Web Services or Farmobile’s intellectual property. Farmobile, PUC, the Web Services, and other technology provided by Farmobile may be protected by copyright, trademark, patent, and other state and federal laws of the United States. “Farmobile” and the Farmobile logo are registered trademarks owned by Farmobile. These Terms do not grant you any rights to use or register the name Farmobile or any other trademarks, service marks, trade names, logos, domain names, or brand features associated with the Web Services (the “Farmobile Trademarks”) or any trademark, service mark, trade name, logo, domain name, or brand feature that is identical or confusingly similar to the Farmobile Trademarks, or that constitutes a translation into any other language. You agree to pay Farmobile any attorneys’ fees incurred by Farmobile in enforcing this provision.

Basically:

Please respect our trademarks and brand. You own your data, but we own the Farmobile brand and Farmobile products and services.

Duration and Termination.

You can stop using the Web Services at any time, but certain obligations may remain according to the terms of the Equipment Lease or other agreement you have with Farmobile. Farmobile reserves the right to suspend or terminate your account at any time, without cause, without notice, and without liability to you. Farmobile may suspend or terminate your account if you are not complying with these Terms, or using the Web Services in any way that would cause Farmobile legal liability or disrupt others’ use of the Web Services. Termination of these Terms will not affect any right or relief to which Farmobile is entitled at law or in equity. Upon termination of these Terms, you must terminate all use of the Web Services. All indemnity and liability provisions in these Terms survive termination.

Basically:

You can stop using your account at any time and for any reason. We can suspend your account for violating these Terms or if you cause us legal liability or inhibit another users’ use of the Web Services. Termination by us or you will not affect the relief that we are entitled to under law. Once this agreement is terminated, you cannot use the Web Services.

Indemnity and Limits on Farmobile’s Liability.

You agree to indemnify, defend, and hold harmless Farmobile, including its employees, agents, officers, developers, and licensors, from any damages, costs, claims, injuries, and liabilities (including attorneys’ fees) arising from your individual use or your organization’s use of the Web Services. You also agree that this provision shall apply if another person causes damages, costs, claims, injuries, or liability using your Farmobile account, with or without your knowledge.

Basically:

You will indemnify us if you cause us to be subject to a third party lawsuit. Our liability for damages to you is limited to the amount you paid to us.

IN NO EVENT SHALL FARMOBILE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF FARMOBILE OR THE WEB SERVICES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT OR COMPUTER FAILURE). THE TOTAL LIABILITY OF FARMOBILE FOR ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE WEB SERVICES WILL NOT

EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO FARMOBILE.

The limitations of this section will apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not Farmobile has been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer; No Guaranty.

ALL WEB SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FARMOBILE SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS THAT THE WEB SERVICES WILL MEET YOUR REQUIREMENTS, THAT ACCESS TO OR OPERATION OR USE OF THE WEB SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS IN THE WEB SERVICES, IF ANY, WILL BE CORRECTED, OR THAT RESULTS WILL BE TIMELY, ACCURATE, ADEQUATE, OR COMPLETE. FARMOBILE DOES NOT GUARANTEE THE WEB SERVICES' AVAILABILITY OR UPTIME. FARMOBILE DOES NOT WARRANT OR REPRESENT THAT USE OF THE WEB SERVICES WILL RESULT IN COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS AND YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ENSURING COMPLIANCE WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS.

FARMOBILE DOES NOT WARRANT AND EXPRESSLY DISCLAIMS THAT USE OF THE WEB SERVICES WILL INCREASE EFFICIENCY OR YIELD OF YOUR FARMING OPERATION. YOU SHOULD NOT RELY ON THE WEB SERVICES AS THE SOLE BASIS FOR MAKING PRODUCTION DECISIONS.

THE WEB SERVICES MAY INCLUDE TECHNICAL OR OTHER MISTAKES OR INACCURACIES. FARMOBILE SHALL HAVE NO LIABILITY FOR ANY SUCH MISTAKES OR INACCURACIES. IF YOU BELIEVE THE INFORMATION CONTAINED IN THE WEB SERVICES IS INACCURATE, PLEASE NOTIFY FARMOBILE AT YOUR EARLIEST CONVENIENCE.

The PUC is covered by a separate warranty, viewable in the Equipment Lease.

Modifications.

Farmobile may discontinue or alter any aspect of the Web Services, restrict the time the Web Services are available, install bug fixes, updates, patches, and other upgrades to the Web Services, and restrict the amount of use permitted at Farmobile's sole discretion. Farmobile may also revise these Terms from time to time.

Farmobile will attempt to notify you by email and when you log into the Web

Basically:

We are here to help provide and manage information, but our services are not guaranteed. If you see something inaccurate, let us know. The PUC's warranty is in the Equipment Lease.

Basically:

If the Web Services or these terms of service change, we will notify you.

Services when Farmobile modifies the Web Services and when these Terms are revised. By continuing to use the Web Services after revisions become effective, you agree to be bound by any revised Terms.

Compliance With Non-US Law.

Farmobile does not make any representation that the Web Services or any data or other material or information provided through the Web Services is appropriate to or available in locations outside of the United States. You may not use the Web Services or export data in violation of United States export laws, regulations, or restrictions. If you access the Web Services from outside of the United States, you are responsible for compliance with all applicable laws.

Other Legal Terms.

The Terms are governed by the laws of the State of Kansas without regard to conflict of laws principles. Any suit to enforce any provision of this Agreement may only be brought by the parties in the courts of the State of Kansas or the United States District Court for the District of Kansas. These Terms create no third party beneficiary rights. Farmobile's failure to enforce any provision in these Terms is not a waiver of the right to do so at a later date. If any provision is found unenforceable, the remaining provisions of the Agreement will remain in full effect. You may not assign any of your rights in these Terms. Farmobile may assign its rights without your consent. These Terms do not create a partnership or agency relationship between you and Farmobile. Farmobile has the right to enforce the provisions of these Terms by injunction (without necessity of posting bond), specific performance, or other equitable relief without prejudice to any other rights and remedies Farmobile may have for your breach of this Agreement.

Notice.

If you need to contact Farmobile for any purpose regarding these Terms or the Web Services, please email legal@farmobile.com.

Basically:

The Web Services may not be available outside of the United States. Don't use the Web Services in violation of US law. We aren't responsible if you use the Web Services outside of the United States.

Basically:

We can enforce these terms at any and all times. If we don't enforce any one of these terms, that doesn't mean that we waive our right to do so in the future.