

## MULTI-USE PERSONAL/CONSUMER CREDIT APPLICATION

If you have questions about how to complete this application, call 1-800-356-9033 for assistance.

When your application is completed, your John Deere Financial merchant can fax or phone it in for you. If you prefer to mail your application, detach and fold so the mailing panel is exposed, and seal prior to sending. Please do not staple.

Fields marked with an asterisk (\*) are required by law (U.S.A. PATRIOT Act or Credit CARD Act). Your application can not be processed without this information. The remaining fields are required in order for John Deere Financial to make an accurate credit decision.

\*First Name  \*Middle Initial

\*Last Name  Suffix

\*Date of Birth  \*Social Security #  Home Phone #

\*Physical Street Address

\*City

\*State  \*ZIP Code  \*Are you a U.S. Citizen? Yes  No

Mailing or P.O. Box Number  
(if different than Physical Street Address)

E-mail Address

\*Total Annual Gross Income .00  
(Note: Alimony, Child Support or Separate Maintenance Payments Need Not Be Disclosed Unless Relied Upon for Credit.)

**PLEASE SIGN BELOW.**

**NOTICE TO BUYER(S). (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF ANY SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK. (b) YOU ARE ENTITLED TO A COPY OF THIS CREDIT AGREEMENT AT THE TIME YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. (c) YOU MAY AT ANY TIME PAY OFF THE FULL UNPAID BALANCE UNDER THIS CREDIT AGREEMENT.**

(1) Applicant represents that the information given in the application, including all applicant names, is complete and accurate, is provided for the purpose of obtaining credit in an amount set by the credit policies and practices of John Deere Financial, f.s.b. ("JDF"), and authorizes JDF to check with reporting agencies, credit references, and any other sources disclosed herein in investigating the information given. (2) Married applicants may apply for an individual account. (3) You understand that any decision to grant or deny revolving credit will be made by JDF in Wisconsin. (4) You agree that any notices and disclosures can, at the option of JDF, be provided electronically to the last Internet address that you provided to JDF. (5) You also authorize JDF to disclose financial information about you as described in the credit agreement and future notices JDF may send you. You have received a true copy of this agreement and agree to its terms.

**SIGN HERE** Applicant's Name  Applicant's Signature X  (Please do not print)

Date

If parent, legal guardian, or spouse of the primary applicant - check here.

**SPOUSE/CO-APPLICANT INFORMATION** Please complete for co-applicant, authorized user and for spouse if you live in Wisconsin or other Community Property State.

\*First Name  \*Middle Initial

\*Last Name

\*Physical Street Address

\*City  \*State  \*Are you a U.S. Citizen? Yes  No

\*ZIP Code  \*Date of Birth  \*Social Security #

\*Total Annual Gross Income .00  
(Note: Alimony, Child Support or Separate Maintenance Payments Need Not Be Disclosed Unless Relied Upon for Credit.)

Co-Applicant's Signature X  Date   
(Please do not print)

### For Merchant Use Only

Merchant No.

Merchant Name  Contact at Merchant

Customer Account No.  Authorization No.

**MULTI-USE CONSUMER USE CREDIT AGREEMENT**  
THIS IS YOUR AGREEMENT. PLEASE READ IT AND KEEP IT FOR YOUR RECORDS.

**Account Opening, Application and Solicitation Disclosures**

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>15.40%</b> for Preferred Purchases <b>17.40%</b> for Merchant Authorized Purchases These APRs will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	None
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance due by the due date each month.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

Fees	
Penalty Fees	
• Late Payment Fee	Up to \$35.00
• Returned Payment Fee	Up to \$35.00

**HOW WE WILL CALCULATE YOUR BALANCE.** We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

**BILLING RIGHTS.** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

The above information was accurate as of the date of its printing, 02/01/2016, but is subject to change after that date. To find what may have changed, write to John Deere Financial, PO Box 5328, Madison, WI 53705-0328 or call Customer Service at 1-800-356-9033.

**NOTICE TO OHIO RESIDENTS.** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and the credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**NOTICE TO DELAWARE RESIDENTS.** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

**NOTICE TO MARRIED WISCONSIN RESIDENTS.** Wisconsin law provides that no agreement, unilateral statement or court decree relating to marital property shall adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of the agreement, statement, or decree, or has actual knowledge of the adverse provision. You must indicate the name of your spouse in co-applicant/spouse section of this application and the address, if different from yours.

APPLICANT(S) ACKNOWLEDGE THAT (1) SELLER HAS NOT REPRESENTED THAT THE TERMS OF THIS FINANCING ARE MORE OR LESS FAVORABLE THAN OTHER FINANCING; (2) SELLER IS NOT APPLICANT'S AGENT IN OBTAINING THE FINANCING; (3) APPLICANT MAY OBTAIN FINANCING FROM OTHER SOURCES; (4) SELLER MAY BE COMPENSATED FOR SERVICES INVOLVED IN ARRANGING THIS FINANCING.

**TERMINOLOGY.** In this Agreement the words *you*, *your*, and *yours* mean each person who applies for and is granted a Multi-Use Account, including any co-applicant identified on the application, as well as any person permitted to use the Account. JDF means John Deere Financial, f.s.b., or any subsequent holder of the Account or any balances arising under the Account. When the terms "finance charge" and "interest charge" are used in this agreement and on other documents related to your account, they have the same meaning.

**MULTI-USE ACCOUNT.** You request a Multi-Use Account from JDF, and further authorize JDF to issue a Multi-Use Account card to each merchant from whom you may make a purchase. By applying for a Preferred Account, or by using a Merchant Authorized Account to make a purchase from a merchant who requests JDF to open one for you, you agree that this Credit Agreement will apply to all purchases made through your Multi-Use Account by you or any person you authorize. This arises out of a consumer credit sale. You authorize JDF to honor any purchases you make by mail or telephone, Internet, facsimile transmission (fax) or other electronic means on your Account. You agree that a signature is not necessary as identification in such cases. You agree that any authorized use of your Account constitutes your acceptance of all the terms and conditions of this Agreement, as it may be amended from time to time. If you submit your application to JDF by Internet, facsimile transmission (fax) or other electronic means, you agree that the application will have the same effect as a signed original. You agree that you will promptly notify JDF in writing of any suspected loss, theft, or unauthorized use of the Account. You may be liable for the unauthorized use of your Multi-Use Account before you notify JDF in writing at John Deere Financial, P.O. Box 5328, Madison, Wisconsin 53705-0328 of the unauthorized use. In any case, your liability will not exceed \$50. You consent and agree that your telephone conversations with JDF may be recorded to further improve JDF's customer service. You agree that JDF and any affiliate and any retained debt collector may place phone calls to you using any telephone number, including a mobile phone number, you have provided to JDF, any affiliate or any retained debt collector, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. You agree to give JDF prompt notice of any change in your name, mailing address, telephone number or place of employment. You agree that until JDF receives notice of your new address, JDF may continue to send statements and other notices to the address you gave JDF on the application for this Account. You agree that, for the purposes of this Agreement, you will be deemed to "reside" in the state of your billing address as shown on JDF's records. If more than one person or entity signed the application, each is jointly and severally responsible for all obligations, and amounts due, under this Agreement. This Agreement is not binding on JDF until JDF has approved your credit and given you notice of approval. If Maryland law applies, Subtitle 9 of Title 12 of the Maryland Commercial Law will apply.

**ACCOUNT TYPE.** If your Multi-Use Account arose through JDF's purchase of your existing account balance with a merchant, or at the request of one or more merchants, your Account may be classified as a *Merchant Authorized Account*. Certain special features or promotions that JDF may offer from time to time may be made available only to Preferred Accounts. Merchant Authorized Accounts are useable only at a merchant who asked JDF to finance your purchases from them. JDF may, in its sole discretion, classify your account as a Preferred Account. When JDF opens your Account, and on each monthly statement, JDF will indicate whether your Account is either a Preferred or Merchant Authorized Account.

**CREDIT LIMITS.** JDF will establish and advise you of your credit limit.

**You agree that JDF may increase or decrease your credit limit at any time, in JDF's sole discretion, without prior notice to you.**

**ACCOUNT USE.** By applying for or accepting a Consumer Multi-Use Account, you agree to use your Account *primarily* to make purchases for personal, family or household use, rather than for agricultural, commercial or governmental use. You agree to pay JDF all amounts charged by the use of the Account, plus Interest Charges, and the other charges described below, as provided in this Agreement.

**You agree that JDF is not responsible for the refusal of anyone to allow a purchase to be made through your Multi-Use Account.**

**MONTHLY STATEMENT.** JDF will send you a monthly statement whenever there is activity on your Account, unless the only activity is a payment in full. JDF will bill you on the monthly statement for all amounts you owe. Your monthly statement will show your New Balance, any Late Fees, any Interest Charge, the Minimum Required Payment and the Payment Due Date. In addition, it will show your Credit Limit, an itemized list of current Purchases, Payments, and Credits, as well as other information concerning your Account. JDF will send your monthly statements on dates and in intervals determined by JDF. Such statement shall be deemed correct and accepted by you unless JDF is notified to the contrary in writing within 60 days of the date of that statement. If you think your monthly statement is incorrect, write to JDF on a separate sheet at the address shown on the back of your billing statement. Describe the error as best you can and include your Account number in all correspondence.

**PAYMENT.** The Payment Due Date is the date the payment must be received at the address shown on the front of your monthly statement. You may at any time pay your entire New Balance or pay more than the Minimum Required Payment, and you may avoid or reduce Interest Charges by doing so. However, payment of more than the Minimum Required Payment, while reducing your balance will not prepay your Account or be applied against future Minimum Required Payments. All payments must be in U.S. dollars and drawn on funds on deposit in the United States. If your Payment Due Date falls on a date on which we do not receive or accept payments by mail (including weekends and holidays) we will not treat the payment received the next business day as late for any purpose. For information about your rights regarding billing errors, refunds or adjustments, please refer to the section What To Do If There's An Error In Your Bill. Payments must be sent to John Deere Financial at the address designated on your monthly payment stub or to any other payment address JDF later designates on your monthly statement payment stub. We will not accept any payments at our offices.

**INTEREST CHARGE RATES.** Interest Charges on your Multi-Use Account may be calculated using **variable rates** that will be determined by reference to a "**Base Rate**" to which is added a "**Spread**" to arrive at the current rate.

The **Base Rate** from which your variable rates will be determined is the annual percentage rate of interest announced publicly from time to time by Citibank, N.A., in New York, New York, as the base rate it uses for interest rate determinations ("Prime Rate"), which was in effect at the close of business on the fifteenth (15th) calendar day of each month, or the next succeeding business day if the fifteenth is not a business day ("Reference Day"). The **Spreads** added to the Base Rate to determine the **ANNUAL PERCENTAGE RATES (APRs)** that will apply to your Account will be:

	Preferred	Merchant Authorized
<b>Spread</b>	11.9%	13.9%

Rate increases and decreases that result from changes in the Base Rate will take effect on the first day of the month, or the next succeeding business day if the first day is not a business day, after the Reference Day on which the Base Rate changes.

Changes in your variable rates will apply to your existing Account balance as well as to future purchases under your Account. An increase in your rate will increase the total Interest Charge accruing on your Account and the balance on which your Minimum Required Payment is calculated. For example, if the Base Rate (and thus the applicable variable rate) were to increase by 5%, and the average daily balance to which the new rate applied was \$1,000, your **INTEREST CHARGE** for that month would increase by \$4.17 as a result of the increase in the variable rate.

	Daily Periodic Rate(s)		Annual Percentage Rate(s)	
	Preferred Purchases	Merchant Authorized Purchases	Preferred Purchases	Merchant Authorized Purchases
Rate:	.042192%	.047671%	<b>15.40%</b>	<b>17.40%</b>

The above rates are correct as of the date of printing, 02/01/2016, but are subject to change after that date. To find out what may have changed, write to John Deere Financial, P.O. Box 5328, Madison, Wisconsin 53705-0328; or call Customer Service at 1-800-356-9033.

**INTEREST CHARGE CALCULATION.** Interest Charges will accrue on your Account Balance as follows:

On purchases JDF will add an Interest Charge, calculated as shown below, if your New Balance is not paid in full on or before the Payment Due Date. To avoid additional Interest Charge on your purchases, you must pay the New Balance in full on or before the Payment Due Date.

The amount of your INTEREST CHARGES will be determined as follows:

JDF uses the daily periodic rates and corresponding APRs shown in this Agreement. The applicable periodic rate is applied to the "Average Daily Balance" of your purchases, including current transactions during the current billing cycle.

To get the "Average Daily Balance," JDF takes the beginning balance of your purchases, starting with any Previous Balance outstanding on the first day of the monthly billing cycle, adds any new purchases and debits (other than late payment fees) and subtracts any payments or credits. This determines the daily balance. Unless JDF elects to use a later date, purchases are added to the daily balance as of the date of purchase.

JDF totals the daily balances for the billing cycle and divides the total by the number of days in the billing cycle. This gives JDF the "Average Daily Balance," which is shown on your monthly statement. Interest Charges may accrue on Special Promotions Transactions at a different rate, as explained in the Special Promotions section of this Agreement.

**DEFAULT INTEREST CHARGE RATE.** If you are in default, you may no longer qualify for any reduced interest rate Special Promotions and you agree that, at JDF's option, the APR applicable to any outstanding reduced interest rate Special Promotion(s), may be increased to the APR described in this Agreement.

**MINIMUM REQUIRED PAYMENT.** You agree to pay each month a Minimum Required Payment equal to:

1. Any late payment fee due; **plus**
2. Any additional fees due; **plus**
3. Any amount past due; **plus**
4. For Purchases:
  - (a) **Either** the greater of: \$25 or 10% of your New Balance (less any Conversion Balance {balances transferred to John Deere Financial from a merchant's accounts receivable} and less any Special Promotions Transaction(s) balances on which no payment is due) if it exceeds \$25;
  - (b) **Or** your entire New Balance (less any Conversion Balance and Special Promotions Transaction(s) balances on which no payment is due), if it is less than \$25.
5. The amount of any Special Promotions Transaction that is due;
6. For Conversion Balances:
  - (a) **Either** the greater of \$25 or 10% of your Conversion Balance, if that balance exceeds \$25;
  - (b) **Or** your entire Conversion Balance, if it is less than \$25.

**SPECIAL PROMOTIONS.** From time to time special financing terms, such as extended free periods, incentive interest rates on certain purchases or for limited time periods, or other promotions may be available, at the discretion of JDF, for the purchase of certain items from participating merchants. These special terms will be disclosed by the merchant at the time of purchase. Purchases you make during these special promotions will be separately identified on your monthly statement and will become part of the balance on which your Interest Charge and Minimum Required Payment are calculated at the time provided in the special promotions terms disclosure.

**NO INTEREST WITH PAYMENT TRANSACTIONS.** Unless otherwise disclosed, minimum monthly payments will be made and Interest Charges will not accrue during any disclosed No Interest with Payment period described. Interest Charges will accrue at the APR applicable to your Account after the due date of your No Interest with Payment transaction, unless otherwise disclosed. **If the No Interest with Payment transaction is not paid in full during the introductory No Interest with Payment period, interest charges will accrue at the current effective rate, which will vary. To find out the current effective rate on your Account, write to JDF at John Deere Financial, P.O. Box 5328, Madison, Wisconsin 53705-0328; or call Customer Service at 1-800-356-9033.**

**NO INTEREST IF PAID IN FULL TRANSACTIONS.** Unless otherwise disclosed, minimum monthly payments will be made and Interest Charges will accrue during any No Interest if Paid in Full period. No Interest Charge will be due until the end of the No Interest if Paid in Full period and any accrued Interest Charge will be waived if the entire No Interest if Paid in Full balance is paid in full by the end of this No Interest if Paid in Full period. **If the No Interest if Paid in Full transaction balance is not paid in full during the introductory No Interest if Paid in Full period, interest charges will accrue from the transaction date at the current effective rate, which will vary. To find out the current effective rate on your Account, write to JDF at John Deere Financial, P.O. Box 5328, Madison, Wisconsin 53705-0328; or call Customer Service at 1-800-356-9033.**

#### **OTHER FEES and CHARGES.**

**LATE PAYMENT FEES.** JDF may apply to your Account a late payment fee of \$25 the first time JDF does not receive your payment of at least the current portion of your Minimum Required Payment (Minimum Required Payment plus unpaid late payment fees and past due amounts), by the payment due date shown on your statement, and a \$35 fee for any additional late payments during the next six statement billing cycles.

**RETURNED PAYMENT FEE.** If you send JDF a check or electronic payment authorization that is dishonored upon first presentment, JDF may add to your Account a fee of \$25 on the first dishonored payment, and a \$35 fee for any additional dishonored payments during the next six statement billing cycles.

**COLLECTION COSTS.** Upon default, you will pay for expenses incurred in connection with the enforcement of our remedies, including, without limitation, repossession, repair and collections costs, attorney's fees, court costs and related fees, including any bankruptcy fees and costs, to the extent permitted by applicable law. If New Hampshire law applies, those fees may be awarded to you if you prevail in any such action, suit or proceeding.

**ACCEPTING PAYMENT.** JDF can accept late or partial payments, as well as payments marked "paid in full" or with other restrictive endorsements, without losing any of JDF's rights under this Agreement.

**CREDIT REPORTS.** JDF may report your performance under this Agreement to credit reporting agencies and others who request a credit reference from JDF. JDF may ask credit reporting agencies or others you list as a credit reference for consumer reports or information regarding your credit history at any time for all legitimate purposes, including credit decisions and the review and collection of your Account. If you request, you will be provided with the name and address of any

credit reporting agency that provided a report in connection with this application. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. You also authorize JDF to use information about you for other business purposes, including sharing information with JDF's corporate affiliates. You also authorize JDF to disclose financial information about you as described in this Agreement and future notices JDF may send you.

**CLOSING YOUR ACCOUNT.** You may close your Account at any time by notifying JDF in writing. You agree that JDF may close or suspend your Account to future purchases at any time without prior notice. You agree that JDF may close or suspend your Account to future purchases if your Account has no activity for 12 or more months. You agree that, regardless of the closing or suspension of your Account, you remain responsible for paying the amount you owe JDF according to the terms of this Agreement.

**SECURITY INTEREST.** Unless you reside in NC and the APR on a purchase or transaction exceeds 15%, **you grant JDF a purchase money security interest in all merchandise purchased through your Account**, and its proceeds, including insurance proceeds. JDF's security interest continues until such merchandise is paid for in full by application of your payments in the manner described in this Agreement.

**PAYMENT APPLICATION.** You agree that your Minimum Required Payment will be applied as JDF determines in its sole discretion. You agree that JDF has this discretion and that JDF may exercise it to suit its own convenience and interests, without further notice to you. You also agree that JDF may change how it applies payments at any time without notice to you. You acknowledge that the exercise of this discretion by JDF may result in cases in which the application of your payments to the Account creates higher Interest Charges than other payment application methods and that this may include payments allocated to balances with lower APRs before balances with higher APRs and/or to balances with longer promotional periods before balances with shorter or no promotional periods. JDF will allocate the entire amount paid by you in excess of the Minimum Required Payment amount to the balances on which interest is deferred during the last 2 billing cycles immediately preceding the expiration of the period during which interest is deferred. JDF shall apply any remaining amount paid by you first to the transaction balance bearing the next highest rate of interest, and then to each successive transaction balance bearing the next highest rate of interest, until all the amount you paid is applied to the Account.

You agree that your payments will be credited as of the date of receipt at the address on the payment stub of your Monthly Statement if received by 5:00 p.m. Central Time Monday through Friday (otherwise next business day). If payment is not accompanied by the payment stub or account number, is not received at that location, or is not made in U.S. Dollars, by check or money order, credit may be delayed up to two business days.

**MERCHANT CHARGEBACKS.** JDF may charge back to a merchant who sold goods or services to you on your Account, any part of your Account balance related to those purchases. In that event, this Agreement will be deemed assigned to the merchant to the extent of the chargeback. You agree to such an assignment and further agree to pay the merchant the amount of such chargeback in accordance with the terms of this Agreement.

**DEFAULT.** You agree that you will be in default if: (a) you fail to pay the Minimum Required Payment within 20 days after the Payment Due Date on two occasions within any 12-month period; (b) the value of JDF's security interest in any collateral is materially impaired; (c) your ability to repay is materially reduced by your exceeding your credit limit, by a change in your employment, by a change in your obligations, by bankruptcy or insolvency proceedings involving you, or (for community property state residents only) by a change in your marital status or domicile; (d) you die or become incompetent; (e) you provided JDF false or misleading information relating to your credit application or Account; (f) you fail to perform any other of your obligations under the terms of this Agreement as it may be amended; or (g) you are in default under any agreement you have with JDF or any of its affiliates.

You agree that, upon your default, JDF may close your Account to future purchases and that JDF may demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default required by applicable law. In addition, you agree that JDF shall have all the rights of a secured creditor under the Uniform Commercial Code and other applicable law.

**DELAY IN ENFORCEMENT.** You agree that JDF can delay enforcing its rights under this Agreement without losing them.

**ELECTRONIC DISCLOSURES.** You agree that any notices and disclosures related to your account can be delivered to you in printed form or by electronic means if you provided an electronic mail address to JDF when you applied for this Account or at a later date. Until JDF receives notice of a new electronic mail address, JDF may continue to send such notices and disclosures to the electronic mail address you most recently provided to JDF.

**GOVERNING LAW.** This Agreement must be approved, and all charges and payments to your Account processed by JDF at its office in Madison, Wisconsin. Therefore this Agreement and your Account will be governed by the substantive law of the United States and to the extent state law applies to this Agreement, the substantive law of the State of Wisconsin, regardless of whether or not you reside in Wisconsin. The law of your state of residence will apply to JDF's recovery of any collateral located there. This is the entire Agreement between you and JDF relating to your Multi-Use Account and no oral changes can be made.

**VALIDITY.** Invalidity of any provision of this Agreement shall not affect the validity and enforceability of the remainder of its terms.

**CHANGING THIS AGREEMENT. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.** You agree that JDF may change this Agreement, including the Interest Charge Calculation and the APR, at any time, by providing prior notice to you. To the extent that the law permits and JDF indicates in the notice, the changes will apply to your existing Account balance as well as to future transactions.

**NOTICE TO ACTIVE DUTY SERVICEMEMBERS AND THEIR DEPENDENTS.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

**ARBITRATION OF DISPUTES.** In the event of any past, present or future claim or dispute between you and JDF arising from or relating to your Account, any prior account you have had with JDF, your application, the relationships which result from your Account or the enforceability or scope of this arbitration provision, of the Agreement or of any prior agreement, you or JDF may elect to resolve the claim or dispute by binding arbitration.

HOWEVER, STARTING ON OCTOBER 3, 2017, FEDERAL LAW PROVIDES THAT JDF CANNOT REQUIRE CERTAIN ACTIVE DUTY MILITARY SERVICEMEMBERS OR THEIR DEPENDENTS ("COVERED BORROWERS") TO RESOLVE THESE CLAIMS OR DISPUTES BY BINDING ARBITRATION. IF, AFTER THAT DATE, YOU QUALIFY UNDER FEDERAL LAW AS A COVERED BORROWER, THEN THIS SECTION DOES NOT APPLY TO YOU AND NEITHER JDF NOR YOU MAY ELECT TO RESOLVE SUCH CLAIMS OR DISPUTES BY BINDING ARBITRATION. IF, AFTER THAT DATE, YOU DO NOT QUALIFY UNDER FEDERAL LAW AS A COVERED BORROWER, THEN THIS SECTION DOES APPLY TO YOU.

This includes any such claim or dispute, whether based upon contract, property, tort, statute, common law or equity, other than a claim relating to JDF's right to repossess the merchandise purchased through your account by self-help, if permitted, or by judicial process. The parties agree and understand that the arbitration shall have all powers provided by law and the Contract. These powers shall include all legal and equitable remedies, including but not limited to money damages, declaratory relief, and injunctive relief.

The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have the right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein.

IF EITHER YOU OR JDF ELECTS ARBITRATION, NEITHER YOU NOR JDF SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION. NEITHER YOU NOR JDF SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CUSTOMERS WITH RESPECT TO OTHER ACCOUNTS, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

Even if all parties have opted to litigate a claim in court, you or JDF may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit, and nothing undertaken therein shall constitute a waiver of any rights under this arbitration provision. Arbitration may be elected at any time, regardless of whether a lawsuit has been filed, unless the lawsuit involving that claim or dispute has resulted in a final judgment. JDF will not invoke JDF's right to arbitrate an individual claim you bring in small claims court or your state's equivalent court, if any, so long as the claim is pending only in that court and does not exceed \$5,000.

Your Account involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act (FAA). The arbitration shall be conducted by JAMS or American Arbitration Association (AAA), at the option of the party electing arbitration, in accordance with their procedures in effect when the claim is filed. As of "date of print," for a copy of their procedures, to file a claim or for other information, contact AAA's customer service at 1-800-778-7879 or visit their website at [www.adr.org](http://www.adr.org) or contact JAMS at 1-800-352-5267 or by visiting their website at [www.jamsadr.com](http://www.jamsadr.com). All claims may be filed at any JAMS or AAA office. At your written request, JDF will advance any arbitration filing, administrative and hearing fees which you would be required to pay to pursue a claim or dispute as a result of JDF's electing to arbitrate that claim or dispute. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse JDF for any arbitration filing, administrative, or hearing fees in an amount greater than what your and JDF's combined court cost would have been if the claim had been resolved in a state court with jurisdiction.

Any arbitration hearing will take place in the federal judicial district where you reside. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. If requested by any party, the arbitrator shall write an opinion containing the reasons for the award. The arbitrator's decision will be final and binding except for any appeal rights under the FAA and except that if the amount in controversy exceeds \$100,000, any party may appeal the award within 30 days to a three-arbitrator panel which shall review the award de novo. The costs of such an appeal shall be borne by the appealing party regardless of outcome. Judgment upon any award by the arbitrator may be enforced in any court having jurisdiction.

JDF's rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon JDF's parent corporations, subsidiaries, affiliates, predecessors, successors, and assigns, as well as the officers, directors and employees of each of these entities, and will also inure to the benefit of any third party named as a co-defendant with JDF or with any of the foregoing in a

claim which is subject to this arbitration provision. Your rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon all persons contractually liable under this Agreement and all Authorized Users of the Account. This arbitration shall survive termination of your Account as well as voluntary payment in full by you, and legal proceedings by JDF to collect a debt owed by you, any bankruptcy by you and any sale by JDF of your Account.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you will be asked for your name, address, date of birth, and other information that will allow JDF to identify you. You may also be asked to show your driver's license or other identifying documents.

**WHAT TO DO IF THERE IS AN ERROR IN YOUR BILL. YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.** This notice contains important information about your rights and JDF's responsibilities under the Fair Credit Billing Act.

**NOTIFY JDF IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.** If you think your bill is wrong, or if you need more information about a transaction on your bill, write to JDF (on a separate sheet) at the address shown on the reverse side of your billing statement. Write to JDF as soon as possible. JDF must hear from you not later than 60 days after JDF sent you the first bill on which the error or problem appeared. You can telephone JDF, but doing so will not preserve your rights. In your letter, give JDF the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error
- If you need more information, describe the item you are unsure about.

If you have authorized JDF to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach JDF three business days before the automatic payment is scheduled to occur.

**YOUR RIGHTS AND JDF'S RESPONSIBILITIES AFTER JDF RECEIVES YOUR WRITTEN NOTICE.** JDF must acknowledge your letter within 30 days, unless JDF has corrected the error by then. Within 90 days, JDF must either correct the error or explain why JDF believes the bill was correct.

After JDF receives your letter, JDF cannot try to collect any amount you question, or report that amount delinquent. JDF can continue to bill you for the amount you question including interest charges, and JDF can apply an unpaid amount against your credit limit. You do not have to pay any questioned amount while JDF is investigating, but you are still obligated to pay the parts of your bill that are not in question.

If JDF finds that JDF made a mistake on your bill, you will not have to pay any interest charges related to any questioned amount. If JDF didn't make a mistake, you may have to pay interest charges, and you will have to make up any missed payments on the questioned amount. In either case, JDF will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that JDF thinks you owe, JDF may report you as delinquent. However, if JDF's explanation does not satisfy you, and you write to JDF within 25 days telling JDF that you still refuse to pay, JDF must tell anyone JDF reports you to that you have a question about your bill. And, JDF must tell you the name of anyone it reports you to. JDF must tell anyone it reports you to that the matter has been settled between you and JDF when it is finally settled. If JDF doesn't follow these rules, it can't collect the first \$50 of the questioned amount, even if your bill was correct.

#### **SPECIAL RULES FOR CHARGE ACCOUNT PURCHASES.**

If you have a problem with the quality of property or services that you purchased with your Multi-Use Account, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50.

**These limitations do not apply if JDF owns or operates the merchant, or if JDF mailed you the advertisement for the property or services.**

#### **YOUR CHOICE TO LIMIT MARKETING.**

- John Deere Financial, f.s.b. ("JDF"), and its credit affiliates are providing this notice. They include Deere & Company, Deere Credit, Inc., and John Deere Construction & Forestry Company.
- You may limit the JDF affiliate Deere companies, such as the manufacturing, credit, leasing and insurance affiliates, from marketing their products or services to you based on your personal information that they receive from JDF. This information may include your income, account history, and credit score.
- Your choice to limit marketing offers from the JDF affiliate Deere companies will apply for at least 5 years from when you tell us your choice. Once that period expires, you will receive a renewal notice that will allow you to continue to limit marketing offers from JDF affiliate Deere companies for at least another 5 years.

**To limit marketing offers, contact us at 1-800-356-9033.**

# FACTS

## WHAT DOES JOHN DEERE FINANCIAL, F.S.B. DO WITH YOUR PERSONAL INFORMATION?

**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

**How?** All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons John Deere Financial, f.s.b. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does John Deere Financial, f.s.b. share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates’ everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates’ everyday business purposes</b> — information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

**To limit our sharing** Call 1-800-356-9033 and at the Menu, select 0 and one of our Customer Service Representatives will be able to assist you.

**Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?** Call 1-800-356-9033

**What we do**

How does John Deere Financial, f.s.b. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does John Deere Financial, f.s.b. collect my personal information:	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ open an account</li> <li>▪ use your credit card or give us your income information</li> <li>▪ pay us by check or show your driver’s license</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can’t I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates’ everyday business purposes—information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choice will apply to everyone on your account.

**Definitions**

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>John Deere Financial, f.s.b. and its credit affiliates including Deere &amp; Company, Deere Credit, Inc., and John Deere Construction and Forestry Company.</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Such as securities brokers-dealers, insurance companies and agents and merchants participating in the John Deere Financial program who have identified you as their customer.</i></li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>John Deere Financial Merchants</i></li> </ul>

**Other important information**

California Residents	We will not share information about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions, maintain your account or with your consent.
Vermont Residents	We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at <a href="http://JohnDeere.com/Privacy">JohnDeere.com/Privacy</a> or call 1-800-356-9033.