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REVOLVING PLAN TERMS AND CONDITIONS

PERSONAL USE

RETAIL CREDIT AND SECURITY AGREEMENT

If you have applied for a revolving credit account, the following disclosures apply:

Account Opening, Application and Solicitation Disclosures

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	19.00% This APR 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 http://www.consumerfinance.gov/learnmore

Fees Revised as of 5/01/2019	
Penalty Fees	
Late Payment Fee	Up to \$39.00
Returned Payment Fee	Up to \$39.00

HOW WE 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.

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 Revolving Plan Account, ("Account") and any co-applicant identified on the application. 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.

CREDIT APPROVAL. This Agreement is not binding on JDF unless and until JDF has approved your credit and given you notice of approval.

CARD. You requested an Account and credit card ("Card") from JDF. You agree that this Agreement controls all purchases made on this Account or with use of the Card by you or any person you authorize to use it. This arises out of a consumer credit sale. You authorize JDF to honor any purchase you make by mail, 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 or Card 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 suspected loss, theft, or unauthorized use of your Card. You may be liable for the unauthorized use of your Card before you notify JDF in writing at John Deere Financial, P.O. Box 5327, Madison, Wisconsin 53705-0327 (800-541-2969) 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. If Maryland law applies, Subtitle 9 of Title 12 of the Maryland Commercial Law will apply.

CREDIT LIMIT. JDF will state your credit limit for your purchases when JDF notifies you of credit approval and issues your Card. You may request a change to your credit limit by writing JDF at the address listed above. **You agree that JDF may increase or decrease your Account credit limit at any time, in JDF's sole discretion, without prior notice to you.**

ACCOUNT USE. You can use your Account to purchase authorized goods and services from participating retailers up to the full amount of your credit limit. You agree you will owe JDF all amounts charged on the Account, plus interest charges and the other charges provided for in this Agreement. Unless your Account has been closed or suspended, JDF will allow a purchase of authorized goods or services from a participating retailer to be made through your Account as long as (1) you are not in default; (2) your financial condition has not materially or adversely changed; and (3) JDF has not been provided information by third

parties that indicates serious charge-offs or delinquencies with other of your accounts. We will consider your Account to be inactive if, for six months or more, no purchases have been made through your Card, and your Account Balance has been zero.

You agree that all purchases and transactions made on your Account shall be for a personal, family or household purpose, and not for a business or commercial purpose.

You agree that JDF is not responsible for the refusal of anyone to allow a purchase to be made through your Card.

MONTHLY STATEMENT. JDF will send you a monthly statement whenever there is activity on your Account. Your monthly statement will show your New Balance and any Late Fees and Interest Charge for purchases. In addition, it will show any available credit for purchases, an itemized list of current Purchases, Debits, Payments and Credits, the Minimum Required Payment and the Payment Due Date, as well as other pertinent information concerning your Account.

For information about your rights regarding billing errors, refunds, or adjustments, please refer to the section - "[Your Billing Rights](#)".

We 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 JDF mailing such statement. If you think your monthly statement is incorrect, write 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 is due 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 will avoid or reduce Interest Charges by doing so. 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. All payments must be in U.S. dollars and drawn on funds on deposit in the United States. 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.

NO INTEREST IF PAID IN FULL. JDF will add an **INTEREST CHARGE** calculated at the Regular Purchase Rate, as explained in the Special Promotions/No Interest if Paid in Full Transactions section of this Agreement.

REGULAR PURCHASES. On Regular Purchases, (not No Interest if Paid in Full Special Promotions) JDF will add an **INTEREST CHARGE** calculated at the following rate, if your New Balance is not paid in full on or before the Payment Due Date listed on your statement.

Interest Charges on your Account for Regular Purchases may be calculated using a variable rate that will be determined by reference to a "**Base Rate**" to which is added a "**Spread**" to arrive at the current rate. The same **Spread** will be used for purchase(s) within your Account.

The **Base Rate** from which your variable rate 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, 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 **Spread** added to the **Base Rate** to determine the **ANNUAL PERCENTAGE RATE (APR)** that will apply to your Account will be:

	Spread
Regular Purchase Rate	15%

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 rate will apply to your existing Account Balance as well as to future purchases. 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.

Current effective rates are shown below:

	Daily Periodic Rate	ANNUAL PERCENTAGE RATE
REGULAR PURCHASE RATE	.05205%	19.00%

The above rate is correct as of the date of printing, 06/01/2022, but is subject to change after that date. To find out what may have changed, write to JDF at John Deere Financial, P.O. Box 5327, Madison, Wisconsin 53705-0327; or call Customer Service at 1-800-541-2969.

INTEREST CHARGE CALCULATION. The amount of **INTEREST CHARGE** is determined in the following manner. JDF uses the daily periodic rates and corresponding APR shown in this Agreement. The applicable periodic rate is applied to the "Average Daily Balance" of your corresponding purchases, including current transactions, during the current billing cycle.

To get the "Average Daily Balance", JDF takes the beginning balance of those purchases each day, starting with any Previous Balance outstanding on the first day of the monthly billing cycle, adds new purchases and debits (other than late payment fees), and subtracts 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 each "Average Daily Balance" which is shown on your monthly statement.

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

1. Any late payment fee due; *plus*
2. Any additional fees; *plus*
3. Any amount past due; *plus*
4. For purchases:

- a. *Either* the greater of: (i) \$50 or (ii) 2.50% of your highest balance;
- b. *Or* your entire New Balance, if it is \$50 or less.

SPECIAL PROMOTIONS. From time to time special financing terms, such as extended free periods, incentive interest rates on certain purchases or other promotions may be available. This may be limited to certain purchases from participating retailers. These special terms will be disclosed by the retailer at the time of purchase or on the next monthly statement sent to you and will govern the APR and repayment terms. 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 terms disclosure. Final payment due for these transactions may be slightly larger. **Any introductory low rate may be followed by a higher rate, which may be as high as the Regular Purchase Rate.**

NO INTEREST IF PAID IN FULL TRANSACTIONS. Unless otherwise disclosed, minimum monthly payments will be made and Interest Charge will accrue from the transaction date during the No Interest if Paid in Full period described on your monthly statement at the Regular Purchase Rate as explained in the Regular Purchase Rate section of this Agreement. 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 charge will accrue from the transaction date at the Regular Purchase Rate.**

NO INTEREST WITH PAYMENT TRANSACTIONS. Interest Charges will not accrue during any no interest period described on your monthly statement. Minimum required payments will be required during the no interest period. **If the no interest transaction is not paid in full during the introductory no interest period, interest charge will accrue at the Regular Purchase Rate.**

OTHER FEES AND CHARGES. JDF will add to your Account: (1) A Late Payment Fee of \$28 may be applied for the first time JDF does not receive a 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 \$39 fee for any additional late payments during the next six statement billing cycles; (2) A Returned Payment Fee of \$28 may be applied on the first check or electronic payment authorization JDF receives which is dishonored and a \$39 fee for any additional dishonored payments during the next six statement billing cycles; and (3) expenses incurred in connection with the enforcement of our remedies upon default, including, without limitation, (a) repossession, repair and collection costs, and (b) any attorney fees plus 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. Any credit balance in excess of \$1 on your Account will be refunded within 7 business days from JDF's receipt of your written request. Otherwise, JDF will refund to you any credit balance remaining on your Account after six months. JDF will retain any credit balance if it is less than \$1 or if JDF does not know your address and it cannot be traced through the last address or telephone number provided JDF.

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 disclose financial information about you as described in this Agreement and future notices JDF may send you.

CANCELLATION. You may close your Account to future purchases at any time by notifying JDF in writing and returning all Cards. JDF may close or suspend your Account to future purchases at any time without prior notice. Regardless of the expiration, 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. You grant JDF a purchase money security interest in all merchandise purchased through your Account, and its proceeds, including insurance proceeds, but this provision does not apply if you reside in NC and the APR on a purchase or transaction exceeds 15%. 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. You agree to execute and authorize JDF to file (or to sign for you and file) any financing statement(s) or other document(s) needed to perfect the security interest that you have given JDF or that JDF may deem necessary before your debt is paid in full.

PROPERTY INSURANCE. While JDF's security interest in the merchandise continues, you must maintain all-risk physical damage insurance on each merchandise item of which \$5,000 or more is financed through your Account. You may obtain such coverage from any source and, if it is not available from or through JDF, you will name John Deere Financial, f.s.b. as a loss payee of the insurance, entitled to at least 10 days advance notice of its cancellation, and at JDF's request you will provide evidence thereof. You assign and direct the insurer to pay JDF the proceeds of such insurance. You authorize JDF to make and settle claims, and to endorse in your name(s) and apply, any instrument for such proceeds to the unpaid purchase price of the item or, at JDF's option, to its restoration, returning any excess to you.

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 your Minimum Required Payment 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 the Minimum Required Payment 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 shall apply amounts paid by you in excess of the Minimum Required Payment amount first to the transaction balance bearing the 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. If you have a deferred interest transaction(s) on the Account, 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 may, in its sole discretion, consider requests by you to apply amounts paid in excess of the Minimum Required Payment in other ways.

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.

RETAILER CHARGEBACKS. JDF may chargeback to a retailer who sold goods or services to you on your Account, any part of your Account balance related to those purchases. In such an event, this Agreement will be deemed assigned to the retailer to the extent of the chargeback. You agree to such an assignment and further agree to pay the retailer 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 by 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) if you die or are declared incompetent; (e) you provided JDF false or misleading information relating to your credit application or Account; (f) any purchase or transaction on your Account is not for a personal, family or household purpose; (g) you fail to perform any other of your obligations under the terms of this Agreement as it may be amended; or (h) you are in default under any other 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 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.

ELECTRONIC DISCLOSURE. You agree that any notices and disclosures related to your Account can be delivered to you in printed form or by electronic means by sending them to any electronic mail address that you provided 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.

ERRORS IN CREDIT BUREAU INFORMATION. If you believe JDF has reported inaccurate information about you to a credit bureau, please contact JDF at John Deere Financial, P.O. Box 5327, Madison, Wisconsin 53705-0327, and identify the inaccurate information and tell JDF why you believe it is incorrect.

DELAY IN ENFORCEMENT. JDF can delay enforcing our rights under this Agreement without losing them.

OTHER SERVICES. Third parties may offer additional features, services and enhancements related to the Account. You acknowledge that JDF is not liable for those and that they are the sole responsibility of those third parties. If you receive insurance services, you understand that you will receive all the information on those services from the insurer. That insurance may be cancelled if you are in default under this Agreement.

GOVERNING LAW. This Agreement must be approved, and all charges and payments to your Account processed by JDF, at our 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 may apply to JDF's recovery of any collateral located there. This is the entire Agreement between you and JDF and no oral changes can be made to it.

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 IN THIS AGREEMENT ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND JDF. JDF may change this Agreement, including the Annual Percentage Rate and the Interest Charge Calculation, at any time. JDF will provide you prior written notice. To the extent that the law permits and JDF indicates in our 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)

TOLL-FREE NUMBER FOR ACTIVE DUTY SERVICEMEMBERS AND THEIR DEPENDENTS. If you would like to receive a statement of the Military Annual Percentage Rate applicable to this extension of consumer credit, and/or a clear description of the payment obligation of the covered borrower, please contact us at: 1-800-519-2242.

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.

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 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 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 ELECT 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 our 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 or contact JAMS at 1-800-352-5267 or by visiting their website at 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.

Our 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.

**YOUR BILLING RIGHTS.
KEEP THIS NOTICE FOR YOUR 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 back 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 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 as delinquent. JDF can continue to bill you for the amount you question, including interest charges, and JDF can apply any 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 it made a mistake on your bill, you will not have to pay any interest charges related to any questioned amount. If JDF did not 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 it 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, JDF can't collect the first \$50 of the questioned amount, even if your bill was correct.

SPECIAL RULES FOR CREDIT CARD PURCHASES. If you have a problem with the quality of property or services that you purchased with your credit card 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:

- The John Deere Financial companies are providing this notice. They include Deere & Company, Deere Credit, Inc., John Deere Construction & Forestry Company and John Deere Financial, f.s.b.
- You may limit the John 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 any John Deere Financial company. This information may include your income, account history, and credit score.
- Your choice to limit marketing offers from the John 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 the John Deere companies for at least another 5 years.
- **To limit marketing offers, contact us at 1-800-541-2969.**

(20-04)

Revolving Plan Accounts are a service of John Deere Financial, f.s.b.

[View printer friendly version of the Privacy Notice below](#) (PDF)

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: <ul style="list-style-type: none"> • 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?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	<p>• Call 1-800-541-2969 – and at the Menu, select 0 and one of our Customer Service Representatives will be able to assist you.</p> <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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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:

We collect your personal information, for example, when you

- open an account
- use your credit card or give us your income information
- pay us by check or show your driver's license

We also collect your personal information from others, such as credit bureaus, affiliates or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choice will apply to you. Others on your account may limit information sharing for the account, or you can also limit sharing information for them.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *John Deere Companies including Deere & Company, Deere Credit, Inc., John Deere Construction and Forestry and John Deere Financial, f.s.b.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Such as mortgage bankers, securities brokers-dealers, insurance companies and agents, retailers, direct marketers, airlines, publishers and non-profit organizations.*

Joint Marketing

A formal agreement between nonaffiliated companies that together market financial products or services to you.

- *John Deere Dealers*

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. <i>California law gives you other personal information privacy rights. See JohnDeere.com/Privacy for more information.</i>
Vermont Residents	<p>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.</p> <p>Additional information concerning our privacy policies can be found at JohnDeere.com/Privacy or call 1-800-541-2969.</p>

This is your Agreement. Please read it and keep it for your records.