

**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, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**NORDSTROM CREDIT CARD ACCOUNT OPENING DISCLOSURE TABLE, APR, FEE, AND OTHER IMPORTANT INFORMATION**

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Nordstrom Purchases	<b>31.90%</b> This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest	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 by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.
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	
Annual Fee	None
Penalty Fees <ul style="list-style-type: none"><li>• Late Payment</li><li>• Returned Payment</li></ul>	Up to <b>\$40</b> . Up to <b>\$29</b> .

**How We Will Calculate Your Balance:** We use a method called "Average Daily Balance." See your Nordstrom Credit Card Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Nordstrom Credit Card Agreement.

**Notice to Members of the Armed Forces and Their Dependents:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. See your Nordstrom Credit Card Agreement for more details. You may also call 800.264.6260.

**Notice:** Information about your account is reported to the credit bureaus for all authorized users; they're reported as an authorized user and not the primary cardmember. Late payments, missed payments, or other defaults on this account may be reflected in your credit file as well as your authorized users' credit files. If you do not want the status of this account to be reported to your authorized user's credit file, do not list an authorized user.

The information about the costs of the card described in this application and the enclosed Nordstrom Credit Card Agreement are accurate as of **January 22, 2026**. This information may have changed after that date. To find out what may have changed, call us at **1.800.264.6260** or write to us at: Nordstrom Card Services, P.O. Box 100143, Columbia, SC 29202-3143.

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**NORDSTROM VISA PLATINUM® AND NORDSTROM VISA SIGNATURE® ACCOUNT OPENING DISCLOSURE TABLE APR, FEE, AND OTHER IMPORTANT INFORMATION**

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Nordstrom Purchases</b>	<b>31.90%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Non-Nordstrom Purchases</b>	<b>31.90%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>32.90%</b> This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest</b>	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 by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$0.50.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	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	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater. <b>None</b>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>	Up to <b>\$40</b> . Up to <b>\$29</b> .

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## NORDSTROM CREDIT CARD AGREEMENT

This Agreement explains the terms that you agree to follow for your Nordstrom Visa Platinum® Account, Nordstrom Visa Signature® Account, or Nordstrom Credit Card Account, as applicable (“**Account**”). Your signature on your application or solicitation for this Account, including without limitation any electronic or digital signature, as well as your signature on sales slips or any Account related document, represents your signature on this Agreement. The other disclosures we send with your credit card is a part of this Agreement. In this Nordstrom Credit Card Agreement (“**Agreement**”) “**we**,” “**us**,” “**our**,” and “**TD Bank**,” mean TD Bank USA, N.A., a national bank with its main office located in Delaware, and its successors and assignees. The terms “**you**,” and “**your**” mean each person who has signed or otherwise submitted an application or other forms when opening or requesting a Nordstrom credit card account (a “**Nordstrom credit card account**,” “**Nordstrom Visa Platinum®**,” “**Nordstrom Visa Signature®**,” or collectively, the “**Credit Card Account**”) and each person who is liable to pay for amounts owed under the Credit Card Account. “**PIN**” refers to the personal identification number associated with your Credit Card and any other personal identification number you use to authorize a purchase using the card, including any PIN or password that you use to access any mobile wallet where you store your card number. By applying for and using a Nordstrom Credit Card, you acknowledge and agree that you are providing, and you direct the recipient to provide, information from your application (and updates you provide to this information) to both TD Bank for its credit card banking purposes, and to Nordstrom, Inc. (“**Nordstrom**”) for its retail purposes. Please keep in mind that TD Bank shares information about you to Nordstrom and its affiliates for use in connection with the Nordstrom Credit Card program and as otherwise permitted by law. Please see the enclosed Nordstrom Credit Card Privacy Notice for more information.

Part I of this Agreement sets forth the terms and conditions applicable to all Credit Card Accounts. Part II of this Agreement provides consumer disclosure statements addressing Credit Card Accounts Billing Rights Summary.

### PART I — CREDIT CARD ACCOUNTS TERMS AND CONDITIONS

**1. ACCEPTANCE OF AGREEMENT.** When you apply for an Account, you promise to be bound by the terms of this Agreement. You promise to pay us for all credit extended under this Agreement and all other amounts you owe to us according to the terms of this Agreement. Your signature on the application you submitted requesting a credit card represents your signature on this Agreement and each use of the Credit Card Account confirms your agreement to the terms and conditions stated in this Agreement, as they may be amended from time to time. This Agreement begins on the earlier of the date that your application is approved, or the date that you are allowed to use your Credit Card Account, as evidenced by a signed sales slip, memorandum, or otherwise. If your application is approved and you are issued a credit card, you agree to pay all amounts owed under this Agreement.

If the Account is a joint Account, each of you is bound by this Agreement and each of you jointly and individually promises to pay us, and may be held liable for, all amounts owed to us on your Account. You also promise to pay us for charges incurred by anyone you allow to use your Account. If you give your Credit Card to someone and authorize their use of the Credit Card, you must regain possession to terminate their authorized use. This Account may be used only for personal, family or household purposes. You agree that you will not use or allow use of your Credit Card or Account for any illegal transaction or purpose.

**2. CHANGES TO THIS AGREEMENT.** Subject to applicable law, we may change this Agreement at any time or from time to time. For example, we may change fees, add new fees, change the interest rates or rate formulas that apply to your Account, increase your minimum payment due or add, delete or modify non-economic terms. We will notify you of changes to this Agreement if required by applicable law. Any change, including any increase or decrease in the APRs on your Account, will become effective at the time stated in our notice and will apply to those balances, including new transactions, on your Account as described in our notice.

**3. AUTHORIZED USER.** You also promise to pay us for charges incurred by anyone you allow to use your Account. If you give your Credit Card to someone and authorize their use of the Credit Card, you must regain possession to terminate their authorized use. This Account may be used only for personal, family or household purposes.

**4. LOST OR STOLEN CARDS.** If any credit card is lost or stolen, or if I think that someone is using my Credit Card Account or Credit Card without my permission, I will immediately call 1.800.264.6260 or provide written notification to Nordstrom Card Services at PO Box 100143, Columbia, SC 29202-3143.

**5. MISREPRESENTATION.** In the event that any information given to TD Bank in connection with my application or any future transaction involving my Credit Card Account is false or misleading, TD Bank reserves the right to terminate this Agreement and take any and all legal action available under applicable law.

**6. GOVERNING LAW; ENFORCEABILITY.** You agree that this Agreement, each term of this Agreement, and any amendment to this Agreement are governed by and construed in accordance with United States federal law and the laws of the state of Delaware (without regard to any Delaware conflict of law principles). For example, for Credit Card accounts, this Agreement is made in Delaware and credit is extended to you from Delaware, so the Credit Card terms of this Agreement is governed by Delaware law, regardless of where you reside or where you use your account. You agree that if a dispute arises and you file suit against TD Bank, service of process may be made only at TD Bank’s main office in Mt. Laurel, New Jersey. If any part of this Agreement becomes unenforceable, it will not make any other part of this Agreement unenforceable. For Maryland residents with a Credit Card Account, to the extent federal law and the laws of the state of Delaware do not apply, this Agreement is governed by Title 12, Subtitle 9 of the Maryland Commercial Law Article.

**7. RESERVATION OF RIGHTS.** We reserve the right not to assess part or all of any fee or other amounts, or not to exercise any other of its rights under this Agreement, and, by doing so, we will not have waived our right to assess such fee or other amounts or exercise other rights under this Agreement in the future. We reserve the right to reject, or refuse to accept, payments or credits, for any reason, including based on the frequency or amount of the transaction.

**8. CONSUMER REPORT USE AND FURNISHING INFORMATION.** We may check information about you, your credit history, or your salary and employment with consumer reporting agencies, including credit bureaus, or others. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We may also report information about you, your Account, and our experiences with you to consumer reporting agencies, to credit bureaus, to other companies that are affiliated with us or to others as allowed by law and our privacy policy. If you do not fulfill the terms of this Agreement, we may submit a negative report reflecting on your credit record to one or more consumer reporting agencies. If you believe we have reported inaccurate information about your Account to a consumer reporting agency, you should notify us by sending your Account number and a description of the information you believe to be inaccurate, along with any documentation supporting the inaccuracy, such as your credit report, to TD Bank Credit Disputes (ATTN: Nordstrom Card Services) at P.O. Box 71466 Philadelphia, PA 19176-1466.

**9. AUTHORIZATIONS.** Some purchases made with your Credit Card Account will require prior authorization, and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if your Credit Card Account has sufficient available credit. TD Bank will not be liable to you if any of these events happen. TD Bank is not responsible for the refusal of anyone to accept or honor your credit card.

**10. ASSIGNMENT.** We may at any time assign or sell this Account, any sums due on this Account, this Agreement, or your rights or obligations under this Agreement. Any person(s) to whom we make any such assignment or sale shall be entitled to all of our rights under this Agreement, to the extent assigned. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

**11. THE ADDRESS ON YOUR ACCOUNT AND OUR NOTICES TO YOU.** If required by applicable law, we will send billing statements and Account notices to your physical address on our records. If you have elected to receive electronic Statements and Account notices, we will send a notification email to the email address we have in our records when such documents are ready. You will promptly inform us of any change in your email address or your mailing address. You may change your address by writing to us at Nordstrom Card Services, PO Box 100143, Columbia, SC 29202-3143 or by calling us at the number on the back of your Credit Card. We may in our discretion accept changes to your mailing address from the U.S. Postal Service. If this is a joint Account, we may send billing statements and notices to either of you.

**12. COMMUNICATION WITH YOU.** We or our agents may call or text regarding your Account. You agree that we may place such calls or texts using an automatic dialing/announcing device. You agree that we may make such calls or texts to a mobile telephone or other similar device. Your consent allows us to use text messaging, artificial or pre-recorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. You agree that we may, for training purposes or to evaluate the quality of our service, listen to and record phone conversations you have with us. Text message frequency varies. For text messages, reply HELP for more information and STOP to unsubscribe. You can also call the number on the back of your card to opt-out of applicable calls and text messages. The text services are only available on certain U.S. carriers, and the carriers are subject to change. Message and data rates may apply. If you have any questions about your text or data plan, it is best to contact your wireless provider.

**13. PAYMENTS.** We will send you a billing statement each month that your Account has a balance. Your billing statement will show the amount you owe us, which is called the New Balance, and the smallest amount you have agreed to pay us for that billing period, which is called the Minimum Payment Due. If any portion of the New Balance is delinquent, the statement will show the Past Due Amount. The statement will also tell you the Payment Due Date. All payments must be mailed or delivered to Nordstrom Card Services at the address shown on your monthly billing statement. Any payment received at this address will be posted to your Credit Card Account in a timely manner as required by law. The back of your statement can be referenced for payment instructions. You must include your payment stub, and not send cash. If any payment does not conform to these requirements, the payment may not be credited to your Credit Card Account for up to five (5) days or may be rejected. You understand that a credit may not be treated as a payment and will not satisfy the Minimum Payment Due, and that there may be a delay in the posting of a credit on your Credit Card Account.

The Minimum Payment Due each month will equal the greater of a) \$40.00; or b) the sum of the following: 1% of your New Balance (rounded to the next higher whole dollar amount), any Interest Charges, any Returned Payment Fees, and any Late Payment Fees. We may round your Minimum Payment Due to the next higher whole dollar amount. If there is an Amount Past Due, we will also add that amount and include it in your Minimum Payment Due. If your New Balance is less than \$40.00, the Minimum Payment Due will be the entire New Balance. Your minimum payments will be allocated in our discretion. Payments in excess of the minimum payment will be allocated in accordance with applicable law. We will generally apply amounts you pay that exceed the minimum payment to balances with higher APRs before balances with lower APRs as of the date we credit your payment.

You agree to pay us in United States dollars. If you pay by check, your check must be drawn on a depository institution located in the United States. If you do not pay the New Balance in full, you agree to pay by your Payment Due Date at least the Minimum Payment Due. You may, at any time, pay the total amount owing on your Account. Payments are posted to your Account in a timely manner as required by law. However, we may delay restoring your available Credit Limit in the amount of the payment to make sure we receive the funds.

At our option, we may obtain payment for any check or other instrument that you send to us by initiating an electronic (including Automated Clearing House) transfer from your depository institution account in the amount of your check or instrument. Your check or instrument will not be returned to you by us or by your depository institution. Your depository institution account may be debited as early as the same day we receive your payment. If we cannot process the electronic transfer or if the electronic transfer is returned to us, we may present the original check or other instrument, a substitute check, draft or similar instrument to obtain payment.

#### 14. APPLICATION OF PAYMENTS.

**A. Generally.** We will generally apply your minimum payment in the following order:  
(i) to Interest Charges and other fees;  
(ii) to transactions (purchases, balance transfers, cash advances) with the lowest Daily Periodic Rates and corresponding APRs;  
(iii) to transactions with the highest Daily Periodic Rates and corresponding APRs.

**B. Application of Payments in Excess of Minimum Payment.** We will generally apply your payments and credits in excess of the minimum payment in the following order:

(i) to transactions (purchases, balance transfers, cash advances) with the highest

Daily Periodic Rates and corresponding APRs;

(ii) to transactions with the lowest Daily Periodic Rates and corresponding APRs.

**15. PAYMENTS MARKED "PAID IN FULL".** Any check, money order or other instrument sent in payment on your Account marked with "paid in full" or similar notation to settle a debt on your Account that is reasonably in dispute (and any accompanying letter or other instructions) must be sent to: Nordstrom Card Services, PO Box 100257, Columbia, SC 29202-3257. If such payment is sent to any other address, you agree that (i) we may ignore any special notations or instructions on or with the payment and (ii) our crediting any such payment to your Account does not mean that we have agreed to any special notations or instructions on or with the payment.

**16. SPECIAL PROMOTIONS.** Occasionally, you may be provided the opportunity to use your Credit Card or Account in connection with special promotions. These promotions may be subject to terms and conditions in addition to or different from those provided in this Agreement, which will be described in the special promotion offer. Unless otherwise stated, however, all terms of this Agreement shall apply to any special promotion.

#### 17. INTEREST CHARGES.

**A. Balance Categories.** Interest charges are calculated separately for Purchases and Cash Advances. "**Purchases**" are purchases of goods or services from a Nordstrom or other merchant location. "**Cash Advances**" are advances from an automated teller machine (ATM); through a convenience check, home banking, a financial institution, casino, hotel, or similar location; by making a wire transfer, balance transfer, or bill payment; by acquiring a money order, traveler's check, lottery ticket, casino chip, or similar item; or other similar transactions.

Interest Charges will be calculated separately for Nordstrom and Non-Nordstrom Purchases. "**Nordstrom Purchases**" are purchases you make using your Nordstrom retail or Nordstrom Visa card at Nordstrom locations, including Nordstrom full-line stores, Nordstrom Rack stores, Nordstrom.com, NordstromRack.com, through Nordstrom catalogs and for purchases of Nordstrom gift cards through CashStar®. "**Non-Nordstrom Purchases**" are purchases you charge to your Nordstrom Visa card that are not Nordstrom Purchases.

In this Agreement, a separate balance for Nordstrom Purchases, Non-Nordstrom Purchases or Cash Advances is sometimes called a "**Balance Category**." Your billing statement may show a single calculation of interest charges for multiple Balance Categories if the same Annual Percentage Rate applies to the Balance Categories.

**B. When Interest Charges Begin to Accrue on Purchases.** Your due date is at least 25 days after the close of each billing cycle. In order to be eligible for a grace period on Purchases for the current billing cycle, you must pay your New Balance in full by the payment Due Date shown on that billing statement. If you do not pay the entire amount of the New Balance by that date, there will be an interest charge on each Purchase from the date the Purchase is made. For purposes of this paragraph, TD Bank will consider credits to your Credit Card Account resulting from an exchange or return of a Purchase included in your Previous Month's New Balance only when determining whether you have paid the entire New Balance shown on your monthly billing statement by the payment Due Date.

**C. When Interest Charges Begin to Accrue on Cash Advances.** There is no grace period for Cash Advances. The interest charge on any Cash Advance begins on the date of the transaction. This paragraph only applies to Credit Card Accounts that have a Cash Advance feature.

**D. Average Daily Balance Method for Computation of the Balances Subject to Interest Charges.** We use the Average Daily Balance Method (including current transactions) to calculate the amount of interest on your Account. This means that for each different transaction type, we first (1) take the beginning balance each day, (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's balance, (3) add any new transactions and fees, and (4) subtract any payments or credits. This gives us the daily balance. If any daily balance is less than zero or not subject to interest, we treat it as zero. Then, we add up all the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the "average daily balance." After that, we multiply the average daily balance by the applicable Daily Periodic Rate. We multiply the result by the number of days in the Billing Cycle. This gives us the interest charges for that transaction

type. Finally, we add up all the interest charges for each transaction type. This gives us the total interest charges on your Account. This method results in daily compounding of interest, meaning we charge interest on unpaid interest charges and unpaid fees.

**E. Interest Charge Rates.** The Daily Periodic Rate for a Balance Category is determined by dividing the ANNUAL PERCENTAGE RATE for the Balance Category by 365. The ANNUAL PERCENTAGE RATE for a Balance Category is determined by adding a percentage rate (called a “Margin”) to the Prime Rate for a billing cycle.

Your APRs are subject to change each Billing Cycle and are determined each Billing Cycle by adding the Margins listed in the Interest Rate and Fee Schedule to the Index. The Index is the Prime Rate (U.S.) published in the Money Rates section of The Wall Street Journal. Your APRs may increase if the Index increases. If any APR increases, the amount of interest charged, and your minimum payment may increase. Your APR will be based on the Prime Rate in effect 45 days prior to the end of each billing cycle. When a range of rates has been published on the day we calculate the APR, the highest rate will be used. If this Index is no longer available, we will select a new one. The maximum rate for any variable APR is the applicable Margin plus the Index.

The ANNUAL PERCENTAGE RATES that may apply to a Balance Category are the “Standard ANNUAL PERCENTAGE RATES” for the Balance Category.

**F. Standard Annual Percentage Rates.** All of the Standard ANNUAL PERCENTAGE RATES (and Daily Periodic Rates) applicable to your Credit Card Account will be disclosed in the supplement to the Agreement you will receive with your Nordstrom card.

**G. Cash Advance Annual Percentage Rate.** The Cash Advance ANNUAL PERCENTAGE RATE (and Daily Periodic Rate) applicable to your Credit Card Account will be disclosed in the supplement to the Agreement you will receive with your Nordstrom card. This only applies to Credit Card Accounts that have a Cash Advance feature.

**H. Minimum Interest Charge.** A minimum interest charge of \$0.50 will be assessed on your Credit Card Account for any billing cycle in which an interest charge of less than \$0.50 is due.

**18. FEES.** The following fees may be assessed on your Account.

- **Cash Advance Fee.** For each Cash Advance on your Credit Card Account (including advances to you directly or to someone else at your direction), TD Bank will assess a Cash Advance Fee in an amount equal to 5% of the amount of the Cash Advance or \$10, whichever is greater. This paragraph only applies to Credit Card Accounts that have a Cash Advance feature.
- **Late Payment Fee.** You will pay a Late Payment Fee of \$29.00 when any amount due remains unpaid after your Payment Due Date. Any subsequent Late Payment Fees will be \$40.00 until you make your required Minimum Payment Due by the Payment Due Date for six consecutive billing periods. In any event, the Late Payment Fee will not be greater than your Minimum Payment Due for the billing period for which your payment was late.
- **Returned Payment Fee.** You will pay a Returned Payment Fee of \$29.00 each time any check or other payment order (including an electronic payment) is not honored by a depository institution. In any event, the Returned Payment Fee will not be greater than the Minimum Payment Due that was due immediately prior to the date on which the payment was returned to us. TD Bank may assess this fee after the final attempt to collect any payment not honored or paid. TD Bank does not have to attempt to collect any payment more than once.

**19. CREDIT LINE.** You agree that we may establish a credit line for your Account (“Credit Line”). You agree that we may change a Credit Line or a Cash Advance Credit Line, at any time for any reason not prohibited by law, including, but not limited to, changes in your credit capacity, your pattern of payments to us, or your purchasing behavior. We may also change a Credit Line, or a Cash Advance Credit Line based on any information provided to us by a consumer reporting agency, including your risk score at the consumer reporting agency or information about credit accounts you have with other companies. We may, but are not required to, approve transactions that exceed your Credit Line or your Cash Advance Credit Line without liability to you and without obligating us to do so in the future. You agree to

prevent your Account balance or Cash Advance balance from exceeding the applicable Credit Line or Cash Advance Credit Line.

**20. AVAILABLE CREDIT.** After a payment or credit is posted to our Credit Card Account, or after TD Bank learns your payment has been dishonored and attempts to resubmit your payment, it may take up to 21 days before your total available credit is restored in an amount equivalent to the payment or credit amount. For example, if you pay your account balance in full, it may take up to 21 days after your payment is made before that payment is considered in determining the amount you can borrow on your account.

**21. DEFAULT.**

**TERMINATION OF CREDIT PRIVILEGES.** Subject to applicable law, you will be in default under this Agreement if you violate any term of this Agreement, fail to make the Minimum Payment Due by the Payment Due Date, or become the subject of bankruptcy or insolvency proceedings. Upon default or death, subject to applicable law, we may, in our sole discretion: (a) reduce your Credit Limit; (b) terminate the Account, at which time the terms of this Agreement will continue until we have been paid in full; (c) require immediate payment of the total balance on your Account including all related fees and charges described in this Agreement; (d) bring a legal action against you to collect money owed to us; (e) terminate any special promotional credit terms; or (f) take any other action permitted by applicable law. If we refer your Account to an attorney for collection, you must pay to us all costs and expenses of collection, including attorneys’ fees and court costs, to the extent not prohibited by law. Even if you are not in default, we reserve the right to terminate your privileges to obtain credit on the Account at any time. Upon any termination of this Agreement by you or us, you will continue to be obligated to pay all amounts owing under this Agreement, and to otherwise perform the terms and conditions of this Agreement.

**22. CURRENCY CONVERSION RATE.** If a charge or cash advance made outside of the U.S. is converted into U.S. Dollars, Visa will select either (1) a rate from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (2) a government-mandated rate in effect for the applicable central processing date.

## STATE-SPECIFIC INFORMATION

**California Residents:** If you are married, you may apply for credit in your own name.

**Florida Residents:** You agree that, should TD Bank obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to TD Bank by your employer), as provided by Florida and federal law.

**Maine Residents:** We may obtain a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us, and we will tell you the name and address of the consumer reporting agency, if a report was obtained.

**New Hampshire Residents:** You understand that reasonable attorneys’ fees will be awarded to you if you prevail in any action or suit brought by TD Bank. Also, if you successfully assert a partial defense or counterclaim to an action brought by TD Bank, the court may withhold from TD Bank the entire amount or such portion of the attorneys’ fees as the court considers equitable.

**New Jersey Residents:** Because certain provisions of this Agreement are subject to governing law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions are void, unenforceable or inapplicable within New Jersey.

**New York Residents:** New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees, and grace periods. New York State Department of Financial Services: 1.800.342.3736 or <http://www.dfs.ny.gov>.

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

**Rhode Island and Vermont Residents:** A consumer credit report may be ordered in connection with this application, or subsequently for purposes of review or collection

of the account, increasing the credit line on the account, or other legitimate purposes associated with the account. *If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application.*

**Wisconsin Residents:** No provision of a marital property agreement, a unilateral statement under section 766.59 Wis. Stats, or a court decree under section 766.70 Wis. Stats. adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree, or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. Married Wisconsin residents must furnish their account number, and spouse's name and address, to Nordstrom Card Services at P.O. Box 100143, Columbia, SC 29202-3143.

#### **NOTICE TO MEMBERS OF THE ARMED FORCES AND THEIR DEPENDENTS**

The following important notice applies if you are a member of the Armed Forces or a dependent of one at the time your account is established. 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). If you would like more information, please call 1.800.264.6260.

## **PART II — CONSUMER DISCLOSURE STATEMENTS**

### **Your Billing Rights: Keep This Notice For Future Use.**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

Nordstrom Card Services  
P.O. Box 873  
Mount Laurel, NJ 08054-0873

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors, and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question, or any interest or other fees related to the amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe, and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have 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 purchase.

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement, we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchases.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Nordstrom Card Services  
PO Box 873  
Mount Laurel, NJ 08054-0873

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you, our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

## **CUSTOMER SERVICE**

For questions or assistance, just give us a call at 1.800.264.6260, seven days a week, 24 hours a day.

Thanks for being one of our most valued customers!

Revised 01/26