



## **TD Bank USA Products, Services and Fees**

### **Products**

Money Market Deposit Accounts

### **Services and Fees (see attached)**

Private label credit cards for Target

Private label credit cards for Nordstrom

# Target Credit Agreement

This Agreement explains the terms that you agree to follow for your Target Mastercard Account or Target 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 card carrier we send with your credit card is a part of this Agreement. In this 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 assigns, which is the issuer of the Target Mastercard and Target Credit Card. “You” and “your” mean everyone who is liable for payment on this Account. “Card” refers to your Target Mastercard or Target Credit Card, as applicable. “Target” means Target Corporation and its affiliates. “PIN” refers to the personal identification number associated with your 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. You understand that TD Bank USA, N.A. is the issuer and Target has the right to service accounts and collect on TD Bank’s behalf.

**1. USE OF YOUR ACCOUNT** - 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. 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 Card to someone and authorize their use of the Card, you must regain possession to terminate their authorized use. This Account may be used only for personal, family or household purposes. You

TD TC161965 (R01.25)

agree that you will not use or allow use of your Card or Account for any illegal transaction or purpose.

You may use your Card to make purchases of goods and services (“Purchase(s)”). A Target Credit Card can be used to make Purchases at Target, including Target stores and Target.com. A Target Mastercard can be used to make Purchases at Target and wherever Mastercards are accepted. A Target Mastercard can also be used to obtain cash advances from participating automated teller machines, financial institutions, or other locations (“Cash Advance(s)”).

Your purchase of cash equivalents, wire transfers, money orders, foreign currency, traveler’s checks, vouchers redeemable for cash or other items readily convertible into cash are treated as Cash Advances under this Agreement. You may be required to enter your PIN to complete a transaction. You will safeguard your Card and all PINs to prevent unauthorized use.

**2. CREDIT LIMIT** – You agree that we may establish a credit limit for your Account (“Credit Limit”). The Target Mastercard has a portion of the Credit Limit available for Cash Advances (“Cash Advance Credit Limit”). You agree that we may change a Credit Limit or a Cash Advance Credit Limit, 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 Limit or a Cash Advance Credit Limit 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 Limit or your Cash Advance Credit Limit 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 Limit or Cash Advance Credit Limit.

**3. SPECIAL PROMOTIONS** – Occasionally, you may be provided the opportunity to use your 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.

**4. 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 Amount Past Due. The statement will also tell you the Payment Due Date.

The Minimum Payment Due each month will equal the greater of a) \$30.00; 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 \$30.00, 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.

**5. UNAUTHORIZED USE** – If you notice the loss or theft of your Card or PIN, or possible unauthorized use of your Card or PIN, you should write to us immediately at:

Target Card Services  
P.O. Box 1581  
Minneapolis, MN 55440-1581  
Or call us at: 1-800-659-2396

If you notify us by telephone, you agree to confirm your notification in writing. You are not liable for unauthorized use of the Account. You agree to assist us in determining the facts relating to any theft or possible unauthorized use of your Account and to comply with the procedures we may require for our investigation. All Cards are issued by us to you and you must return or destroy your Card if we request you to do so.

**6. CREDIT AUTHORIZATIONS** – Some transactions will require our 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. We will not be liable to you if any of these events happen or for any failure to authorize a transaction. We are also not responsible for the refusal of anyone to accept your Card.

**7. INTEREST CHARGES** – Section A applies to Target Mastercard. Section B applies to Target Credit Card.

**Section A (Target Mastercard):**

•**ANNUAL PERCENTAGE RATE** — Your Annual Percentage Rates and corresponding Daily Periodic Rates may vary with changes in the Prime Rate. If you received a temporary credit card for your Account, the Annual Percentage Rates and the Daily Periodic Rates applicable to your Account are noted on it. The temporary credit card is a part of this Agreement. The card carrier sent with your Card also tells you the Annual Percentage Rates and Daily Periodic Rates applicable to your Account and is a part of this Agreement. If the Prime Rate changes, the Annual Percentage Rates shown on the card carrier and your billing statement may be different than those disclosed on your temporary credit card. Each Annual Percentage Rate (“APR”) and corresponding Daily Periodic Rate (“DPR”), will be determined by adding a margin to the Prime Rate. The “Prime Rate” means the highest U.S. Prime Rate published in the “Money Rates” section of *The Wall Street Journal*. For each billing period we look at the Prime Rate on the last business day of the previous calendar month. Any change in the APRs and corresponding DPRs will take effect on the first day of the billing period. Your rates may increase when the Prime Rate increases. If the APRs and corresponding DPRs increase, the Minimum Payment Due and the amount of Interest Charges on your Account may also increase.

•**PURCHASES** — The APR for Purchases is determined by adding to the Prime Rate a margin

of 21.45%. Please see your temporary credit card for the Purchase APR and corresponding DPR that was in effect in the last 30 days from when your account was opened.

•**CASH ADVANCES** — The APR for Cash Advances is determined by adding to the Prime Rate a margin of 22.65%. Please see your temporary credit card for the Cash Advance APR and corresponding DPR that was in effect in the last 30 days from when your account was opened.

•**BALANCE COMPUTATION AND PAYING INTEREST CHARGES** — We calculate a Daily Balance for your Account. We maintain separate balances for your Purchases, Cash Advances and special promotional balances (each, a “Balance Type”) and calculate a Daily Balance for each. To determine the Daily Balance for a Balance Type, each day we take the beginning balance for the Balance Type, add any new charges included in that Balance Type, and subtract any payments and credits applied to that Balance Type. We then multiply the resulting balance by the applicable Daily Periodic Rate. The resulting daily Interest Charge is included in the beginning balance of that Balance Type for the next day. Purchases and Cash Advances are included in the Daily Balance as of the later of the transaction date or the first day of the billing period in which the Purchase or Cash Advance is posted to the Account. Cash Advance Fees are included in the Daily Balance of Cash Advances, and all other fees are included in the Daily Balance of Purchases, when posted to the Account.

We figure the Interest Charge on your Account for each Balance Type by multiplying your Daily Balance of each Balance Type by the applicable Daily Periodic rate for each day in the billing cycle. At the end of the billing period, we will add up the daily Interest Charges on all Balance Types for each day in the billing period to get the total Interest Charge for the billing period. Interest Charges

begin to accrue on Purchases as of the day the Purchase is included in the Daily Balance. However, if you paid the New Balance that was shown on your previous billing statement by the Payment Due Date on that statement, then (1) we will not impose Interest Charges on Purchases during your current billing period if you pay the New Balance shown on your current billing statement by the Payment Due Date on that statement, and (2) we will credit any payment (to the extent the payment is applied toward Purchases) as of the first day in your current billing period if you make a payment by the Payment Due Date that is less than the current billing period's New Balance. If a New Balance was shown on your previous billing statement and you did not pay the New Balance by the Payment Due Date on that statement, then we will not impose Interest Charges on any Purchases during the current billing period if you pay the New Balance shown on your current billing statement by the Payment Due Date on that statement. There is no time period in which you may repay a Cash Advance and avoid imposition of Interest Charges.

We may be required to apply your payments to certain balances first. This may impact Interest Charges on Purchases. If you do not pay your New Balance in full each month, then, depending on the balance to which we apply your payment, your new Purchases may be subject to interest.

•**MINIMUM CHARGE FOR BILLING PERIOD** — For any billing period in which an Interest Charge is imposed on your Account, there is a minimum interest charge of \$1.00.

## **Section B (Target Credit Card):**

•**ANNUAL PERCENTAGE RATE** — Your Annual Percentage Rate and corresponding Daily Periodic Rate may vary with changes in the Prime Rate. If you received a temporary credit card for your Account, the Annual Percentage Rate and the Daily Periodic Rate applicable to your Account are

noted on it. The temporary credit card is a part of this Agreement. The card carrier sent with your Card also tells you the Annual Percentage Rate and Daily Periodic Rate applicable to your Account and is a part of this Agreement. If the Prime Rate changes, the Annual Percentage Rate shown on the card carrier and your billing statement may be different than those disclosed on your temporary credit card. The Annual Percentage Rate (“APR”) and corresponding Daily Periodic Rate (“DPR”) will be determined by adding a margin to the Prime Rate. The “Prime Rate” means the highest U.S. Prime Rate published in the “Money Rates” section of *The Wall Street Journal*. For each billing period we look at the Prime Rate on the last business day of the previous calendar month. Any change in the APR and corresponding DPR will take effect on the first day of the billing period. Your rate may increase when the Prime Rate increases. If the APR and corresponding DPR increase, the Minimum Payment Due and the amount of Interest Charges on your Account may also increase.

•**PURCHASES** — The APR for Purchases is determined by adding to the Prime Rate a margin of 21.45%. Please see your temporary credit card for the purchase APR and corresponding DPR that was in effect within the last 30 days from when your account was opened.

•**BALANCE COMPUTATION AND PAYING INTEREST CHARGES** — We calculate a Daily Balance for your Account. We may maintain separate balances for your Purchases and special promotional Purchase balances (each, a “Balance Type”) and calculate a Daily Balance for each. To determine the Daily Balance for a Balance Type, each day we take the beginning balance for the Balance Type, add any new charges included in that Balance Type, and subtract any payments and credits applied to that Balance Type. We then multiply the resulting balance by the applicable Daily Periodic Rate. The resulting daily Interest Charge is included in the beginning balance of that Balance Type for the next day. Purchases are included in the Daily Balance as of

the later of the transaction date or the first day of the billing period in which the Purchase is posted to the Account. Fees are included in the Daily Balance of Purchases when posted to the Account.

We figure the Interest Charge on your Account for each Balance Type by multiplying your Daily Balance of each Balance Type by the applicable Daily Periodic Rate for each day in the billing cycle. At the end of the billing period, we will add up the daily Interest Charges on all Balance Types for each day in the billing period to get the total Interest Charge for the billing period. Interest Charges begin to accrue on Purchases as of the day the Purchase is included in the Daily Balance. However, if you paid the New Balance that was shown on your previous billing statement by the Payment Due Date on that statement, then (1) we will not impose Interest Charges on Purchases during your current billing period if you pay the New Balance shown on your current billing statement by the Payment Due Date on that statement, and (2) we will credit any payment (to the extent the payment is applied toward Purchases) as of the first day in your current billing period if you make a payment by the Payment Due Date that is less than the current billing period's New Balance. If a New Balance was shown on your previous billing statement and you did not pay the New Balance by the Payment Due Date on that statement, then we will not impose Interest Charges on any Purchases during the current billing period if you pay the New Balance shown on your current billing statement by the Payment Due Date on that statement.

We may be required to apply your payments to certain balances first. This may impact Interest Charges on Purchases. If you do not pay your New Balance in full each month, then, depending on the balance to which we apply your payment, your new Purchases may be subject to interest.

•**MINIMUM CHARGE FOR BILLING PERIOD** — For any billing period in which an Interest

Charge is imposed on your Account, there is a minimum interest charge of \$1.00.

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

•**LATE PAYMENT FEE** — You will pay a Late Payment Fee of \$30.00 when any amount due remains unpaid after your Payment Due Date. Any subsequent Late Payment Fees will be \$41.00 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 \$30.00 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.

•**EXPEDITED DELIVERY FEE** — At your request, we will expedite the delivery of an additional or replacement Card for your Account. You may be required to reimburse us up to \$25.00 for delivery and other charges imposed on us by third parties for this expedited service.

#### **ADDITIONAL FEES FOR TARGET MASTERCARD**

•**CASH ADVANCE FEE** - You will pay a Cash Advance Fee of 3% of the amount of each new Cash Advance, with a minimum of \$10.00 and no maximum.

**9. ACCORD AND SATISFACTION** – We may accept letters, checks or other types of payments showing “payment in full” or using other language to indicate satisfaction of your debt (“Disputed Amounts”) without waiving any of our rights to receive full payment under the terms of this Agreement. You agree to send any Disputed

Amounts to the address for billing inquiries shown on your billing statement.

**10. 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 Target Card Services, P.O. Box 673, Minneapolis, MN 55440-0673.

**11. 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.**

**12. COMMUNICATIONS 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. 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. No telephone information will be shared with third parties or affiliates for marketing or promotional purposes. 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. If you have questions regarding our privacy practices, please refer to the Target Circle Card privacy policy at Target.com/CircleCard.

**13. WHAT LAW APPLIES** – **Applicable federal law and the substantive laws of the State of Delaware (to the extent not preempted by federal law) without regard to the principles of conflicts of law or choice of law shall govern this Agreement. To the extent any court determines that this Agreement is subject to Maryland law concerning credit, you and TD Bank agree that your Account is governed by Title 12, Subtitle 9 of the Commercial Law Article of the**

**Annotated Code of Maryland, except as preempted by federal law.** If there is any conflict between any of the terms and conditions of this Agreement and applicable federal or state law, this Agreement will be considered changed to the extent necessary to comply with the law.

**14. CHANGE OF PERSONAL INFORMATION**

– You agree to tell us right away of any change in your name, address or telephone numbers.

**15. ASSIGNMENT OF ACCOUNT** – We may sell, assign or transfer your Account or any receivables created under your Account without notice to you. We will record any transfer in the book entry system maintained by us for the benefit of you. You may not sell, assign or transfer your Account without first obtaining our written consent.

**16. NO WAIVER** – We may waive or delay enforcing any of our rights under this Agreement or under applicable law without losing any of those rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

**17. CHANGES TO THIS AGREEMENT** – We have the right to change this Agreement (including the right to add additional terms) and to apply those changes to any existing balance on the Account as permitted by law. We will provide you with notice of any such changes as required by applicable law.

**18. NO SECURITY** – Your Account is unsecured. We are not taking a security interest in any property in connection with your Account.

**19. EVIDENCE** – You agree that we may use a copy, microfilm, microfiche or digital image of any periodic statement or other document to prove what you owe us and that the copy, microfilm, microfiche or digital image will have the same validity as the original.

**20. CAPTIONS AND INTERPRETATIONS** – The captions used in this Agreement are for convenience only. They do not affect the meaning of the paragraphs in this Agreement.

**21. SEVERABILITY** – If any part of this Agreement is held to be invalid, the rest will remain in effect.

**22. ENTIRE AGREEMENT** – You agree that this Agreement (as amended and supplemented from time to time) and the application constitute the final expression of the Agreement between you and us and that this Agreement may not be contradicted by evidence of any prior or contemporaneous or subsequent oral agreement between a representative of ours or a Target employee. Neither a Target store nor Target store employees have authority to change, add to, or explain the terms of this Agreement, except as expressly provided in this Agreement.

**23. EXCHANGE RATE FOR FOREIGN CURRENCY CONVERSION FOR YOUR TARGET MASTERCARD** – If you incur a transaction in a foreign currency, including, for example, online purchases from foreign merchants, the transaction will be converted by Mastercard into a U.S. Dollar amount. Mastercard will use its

currency conversion procedures in effect at the time the transaction is processed in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their currency conversion procedures include the use of either: (1) a wholesale exchange rate, selected by Mastercard or (2) a government-mandated exchange rate. The government-mandated exchange rate or wholesale exchange rate that Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the date that the transaction is processed, which may differ from the rate selected on the date the transaction occurred or on the date the transaction is posted to your Account.

**You may at any time pay the unpaid balance of the account in whole or in part without incurring any additional charge for prepayment.**

## Target Mastercard Pricing Information

<b>Annual Percentage Rates (APR)</b>	<p>Your Annual Percentage Rates and corresponding Daily Periodic Rates may vary with changes in the Prime Rate.</p> <p>Each Annual Percentage Rate (“APR”) and corresponding Daily Periodic Rate (“DPR”) will be determined by adding a margin to the Prime Rate, and the rates may vary with changes to the Prime Rate. The “Prime Rate” means the highest U.S. Prime Rate published in the “Money Rates” section of <i>The Wall Street Journal</i>. Your rates for each billing period will be based on the Prime Rate published on the last business day of the previous month. Any change in your APRs and corresponding Daily Periodic Rates will take effect on the first day of the billing period. If the APRs and corresponding Daily Periodic Rates increase, the Minimum Payment Due and the amount of Interest Charges on your Account may also increase.</p> <p>The APR for Purchases may vary and is determined by adding to the Prime Rate a margin of 21.45%. For your billing period ending this month, your Purchase APR is 28.95% (corresponding to a DPR of 0.07931%).</p> <p>The APR for Cash Advances may vary and is determined by adding a margin of 22.65% to the Prime Rate. For your billing period ending this month your Cash Advance APR is 30.15% (corresponding to a DPR of 0.08260%).</p>
<b>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 as of the date the cash advance is included in the Daily Balance of your account.
<b>Annual Fee</b>	None
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>Cash Advance</li> </ul>	3% of the amount of each new transaction, with a minimum of \$10.00 and no maximum
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>Late Payment</li> </ul>	Up to \$41.00
<ul style="list-style-type: none"> <li>Returned Payment</li> </ul>	Up to \$30.00

**How We Will Calculate Your Balance:** We use a method called “Daily Balance.” We calculate a Daily Balance for your Account. We maintain separate balances for your Purchase, Cash Advances and special promotional balances (each, a “Balance Type”) and calculate a Daily Balance for each. To determine the Daily Balance for a Balance Type, each day we take the beginning balance for the Balance Type, add any new charges included in that Balance Type, and subtract any payments and credits applied to that Balance Type. We then multiply the resulting balance by the applicable Daily Periodic Rate. The resulting daily Interest Charges is included in the beginning balance of that Balance Type for the next day. Purchases and Cash Advances are included in the Daily Balance as of the later of the transaction date or the first day of the billing period in which the Purchase or Cash Advance is posted to the Account.

Cash Advance Fees are included in the Daily Balance of Cash Advances, and all other fees are included in the Daily Balance of Purchases, when posted to the Account.

## Target Credit Card Pricing Information

<b>Annual Percentage Rate (APR) for Purchases</b>	<p>Your Annual Percentage Rates and corresponding Daily Periodic Rates may vary with changes in the Prime Rate.</p> <p>The Annual Percentage Rate (“APR”) and corresponding Daily Periodic Rate (“DPR”) will be determined by adding a margin to the Prime Rate. The “Prime Rate” means the highest U.S. Prime Rate published in the “Money Rates” section of <i>The Wall Street Journal</i>. For each billing period we look at the Prime Rate on the last business day of the previous calendar month. Any change in the APR and corresponding DPR will take effect on the first day of the billing period. Your rates may increase when the Prime Rate increases. If the APR and corresponding DPR increase, the Minimum Payment Due and the amount of Interest Charges on your Account may also increase.</p> <p>The APR for Purchases may vary and is determined by adding to the Prime Rate a margin of 21.45%. For your billing period ending this month, your Purchase APR is 28.95% (corresponding to a DPR of 0.07931%).</p>
<b>How to Avoid Paying Interest Charges</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.
<b>Minimum Interest Charge</b>	If you are charged interest, you will be charged no less than \$1.00.
<b>Annual Fee</b>	None
<b>Penalty Fees</b>	
• Late Payment	Up to \$41
• Returned Payment	Up to \$30

**How We Will Calculate Your Balance:** We use a method called “Daily Balance.” We calculate a Daily Balance for your Account. We maintain separate balances for your Purchase and special promotional Purchase balances (each, a “Balance Type”) and calculate a Daily Balance for each. To determine the Daily Balance for a Balance Type, each day we take the beginning balance for the Balance Type, add any new charges included in that Balance Type, and subtract any payments and credits applied to that Balance Type. We then multiply the resulting balance by the applicable Daily Periodic Rate. The resulting daily Interest Charge is included in the beginning balance of that Balance Type for the next day. Purchases are included in the Daily Balance as of the later of the transaction date or the first day of the billing period in which the Purchase is posted to the Account. Fees are included in the Daily Balance of Purchases when posted to the 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, 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>32.65%</b> This APR will vary with the market based on the Prime Rate.
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 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 “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 888.246.8731.

**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 15, 2025**. This information may have changed after that date. To find out what may have changed, call us at **1.800.964.1800** or write to us at: Nordstrom, P.O. Box 6555, Englewood, CO 80155-6555.

# 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>32.65%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Non-Nordstrom Purchases</b>	<b>32.65%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>33.65%</b> This APR will vary with the market based on the Prime Rate.
<b>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>	<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>.</b>

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> • Cash Advance • Foreign Transaction	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> • Late Payment • Returned Payment	Up to <b>\$40</b> . Up to <b>\$29</b> .

**How We Will Calculate Your Balance:** We use a method called “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 888.246.8731.

**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 15, 2025**. This information may have changed after that date. To find out what may have changed, call us at **1.800.964.1800** or write to us at: Nordstrom, P.O. Box 6555, Englewood, CO 80155-6555.

## NORDSTROM CREDIT CARD 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 "**I,**" "**my,**" "**me,**" "**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. 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 [Nordstrom Credit Card Privacy Notice](#) for more information.

We have engaged Nordstrom Card Services, an affiliate of Nordstrom, as our service provider for the Nordstrom Credit Card program and your Credit Card Account. When you call or write to us, you will be contacting Nordstrom Card Services for Credit Card Account servicing.

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.

This Agreement governs the use of my Nordstrom Credit Card Account. I have read and kept this Agreement for my records. The application I signed or otherwise submitted (including the accompanying federal and state notices) and the card carrier sent with my Credit Card Account are part of and are incorporated into this Agreement. My signature on the application I submitted requesting a credit card represents my signature on this Agreement and each use of the Credit Card Account confirms my 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 my application is approved, or the date that I am allowed to use my Credit Card Account, as evidenced by a signed sales slip, memorandum, or otherwise. If my application is approved and I am issued a credit card, I agree to pay all amounts owed under this Agreement.

#### 2. CHANGE IN TERMS.

Subject to the governing law provision (described below in Part I, paragraph 8 of this Agreement), (a) TD Bank has the right to change any term of this Agreement at any time, including, without limitation, any Annual Percentage Rate (as defined below), any other rates and fees, and may add or delete fees and other provisions relating to my Credit Card Account, and to the nature, extent and enforcement of the rights and obligations I may have under this Agreement; and (b) the change may be applied to any amount owed in connection with my Credit Card Account at the time of the change. Subject to applicable law, I will be given written notice before the effective date of any such change.

#### 3. PROMISE TO PAY.

I agree to pay in U.S. Dollars for all purchases and cash advances, (including applicable Interest Charges for Credit Card Accounts) and Fees (as defined in paragraphs 20 and 21 of Part I, below) incurred by me or anyone I authorize or permit to use my Credit Card Account or credit card, even if I do not notify TD Bank that others are using my Credit Card Account or credit card. All checks must be drawn on funds on deposit in the United States. If my Credit Card Account is a joint account, all cardmembers agree to be liable individually for the entire amount owed on the Credit Card Account. We can accept late payments or partial payments or checks and money orders marked "payment in full" without losing our right to receive the full amount owing on your Credit Card Account or any of our other rights under this Agreement. I understand that I may pay the unpaid balance in whole, or in part, at any time. I agree to address all communications concerning disputed debts, including instruments tendered as full satisfaction of debt, to the following address: Nordstrom, P.O. Box 6555, Englewood, CO 80155.

#### 4. AUTHORIZED USERS.

As primary cardmember, I understand and agree that if I authorize or permit other persons to use my Credit Card Account, TD Bank will be unable to determine whether any particular transaction made on my Credit Card Account by an authorized user was, in fact, authorized by me or made for my benefit, and I specifically agree that I will pay for all purchases charged to my Credit Card Account by an authorized user, whether or not such purchases were specifically authorized by me or for my benefit. If I want to cancel the authorized or permitted use of my Credit Card Account by another person, I must call 1.800.964.1800, or provide written notification to Nordstrom at P.O. Box 6555, Englewood, CO 80155, and recover and destroy any such credit card in such person's possession.

#### 5. 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 1.800.964.1800, or provide written notification to Nordstrom at P.O. Box 6555, Englewood, CO 80155.

#### 6. 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.

#### 7. CANCELLATION.

For any reason not prohibited by applicable law and with only such notice as is required by law, TD Bank has the right at any time to terminate my Credit Card Account and this Agreement as it relates to future purchases or cash advances, or to limit or cancel my Credit Card Account and credit card privileges. I may terminate this Agreement, by providing notice in writing to Nordstrom at P.O. Box 6555, Englewood, CO 80155, and destroying my credit card(s). Termination of this Agreement, or any limitation or cancellation of my Credit Card Account or credit privileges, will not affect my liability with respect to all outstanding balances, and I will still be responsible for paying any outstanding balance or other amounts I owe according to the terms of this Agreement. TD Bank specifically reserves the right to close my current Credit Card Account based on the delinquency of any of my other Credit Card Accounts.

#### 8. GOVERNING LAW; ENFORCEABILITY.

I understand 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 me from Delaware, so the Credit Card terms of this Agreement are governed by Delaware law, regardless of where I reside or where I use my account.

I agree that if a dispute arises and I file suit against TD Bank, service of process may be made only at TD Bank's main office in Cherry Hill, 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.

#### 9. 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, or as set forth in Part I, paragraph 16, below.

#### 10. CREDIT REPORTING; INACCURATE INFORMATION.

I hereby authorize TD Bank at its discretion to furnish information concerning my Credit Card Account to consumer reporting agencies and others who may properly receive such information. I may provide written notification by writing to Nordstrom at P.O. Box 6555, Englewood, CO 80155, if I believe TD Bank has information about me that is inaccurate, or that TD Bank has reported or may report to a consumer reporting agency information about me that is inaccurate.

## **11. AUTHORIZATIONS.**

Some purchases made with my Credit Card Account will require prior authorization, and I 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 me if any of these events happen. TD Bank is not responsible for the refusal of anyone to accept or honor my credit card.

## **12. ASSIGNMENT.**

I may not sell, assign, or transfer my Credit Card Account without first obtaining TD Bank's prior written consent. TD Bank may sell, assign or transfer my Credit Card Account and TD Bank's rights under this Agreement without prior notice to me.

## **13. USE OF CARD.**

I understand and agree that I may use my Credit Card Account only for personal, family and household purposes, and I may not use my Credit Card Account for any illegal purpose. Joint cardmembers shall have the right to use the Credit Card Account to the extent of any available credit limits.

## **14. CHANGE OF RESIDENCE.**

If I move, I agree to promptly notify TD Bank of my new address by calling 1.800.964.1800, or by writing to Nordstrom at P.O. Box 6555, Englewood, CO 80155.

## **15. TELEPHONE COMMUNICATIONS.**

You agree that we, and our representatives on our behalf, may monitor and/or record your calls for quality assurance and other appropriate purposes, unless, at the commencement of each telephone conversation, you advise the representative assisting you that you do not wish the call to be monitored and/or recorded. You authorize us and our representatives to make telephone calls to you or send you text messages at any telephone number you have given to us and our representatives or from which you have telephoned, including, without limitation, cellular or mobile phones. You authorize us and our representatives to make such telephone calls and/or leave prerecorded messages, using automatic telephone dialing devices at any telephone number you have given to us and our representatives, for any purpose related to your Credit Card Account.

## **16. MONTHLY PAYMENTS.**

Each month, I agree to pay at least the Minimum Payment Due shown on my monthly billing statement no later than the payment Due Date shown on the monthly billing statement. The Minimum Payment Due is the sum of the Current Due and any past due amount. The Current Due is calculated as shown under paragraph 17, below ("MINIMUM MONTHLY PAYMENTS"), and may include "Fees." I may at any time pay more than the Minimum Payment Due, or pay off my entire Credit Card Account balance in full without incurring any additional charge. All payments must be mailed or delivered to Nordstrom at the address shown on my monthly billing statement. Any payment received at this address will be posted in a timely manner as required by law. The back of my statement can be referenced for payment instructions. I must include my payment stub, and not send cash. If any payment does not conform to these requirements, the payment may not be credited to my Credit Card Account for up to five (5) days, or may be rejected. I 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 my Credit Card Account.

## **17. MINIMUM MONTHLY PAYMENTS.**

The Current Due each month will be the greater of \$40 or the sum of all Interest Charges and Fees imposed during the current billing cycle plus 1% of my New Balance, rounded to the next higher whole dollar amount; provided, that if the New Balance shown on my monthly billing statement is less than \$40, the Current Due will be my New Balance.

## **18. SPECIAL PAYMENT OPTIONS.**

From time to time TD Bank may reduce my Annual Percentage Rate or interest charge, or allow me to take advantage of other options that may be made available. We may end the special payment option if your minimum payment is not received within 60 days of your due date. Qualifying promotional balances are included in the calculation of your minimum payment due. Other restrictions and details of these special programs will be provided to me at the time they are offered.

## **19. 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 I make using my 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 I charge to my Nordstrom Visa card that are not Nordstrom Purchases. I understand at this time the Nordstrom retail credit card cannot be used to make purchases at Nordstrom stores located in Canada.

In this Agreement, a separate balance for Nordstrom Purchases, Non-Nordstrom Purchases or Cash Advances is sometimes called a "Balance Category." My 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.**

My 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, I must pay my New Balance in full by the payment Due Date shown on that billing statement. If I 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 19.B, TD Bank will consider credits to my Credit Card Account resulting from an exchange or return of a Purchase included in my Previous Month's New Balance only when determining whether I have paid the entire New Balance shown on my 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 19.C only applies to Credit Card Accounts that have a Cash Advance feature.

### **D. Daily Balance Method for Computation of the Balances Subject to Interest Charges.**

The interest charge is figured by applying the periodic rate (as described below in paragraph 19.E) to the "daily balance" of my account for each day in the billing cycle. To get the "daily balance" of a Balance Category, we take the beginning balance of that Balance Category each day, add any new transactions or charges and subtract any credits or payments (or portions thereof) that are applicable to that Balance Category. This gives us the daily balance for each Balance Category.

Each day's interest charge on a Balance Category is added to the daily balance of that Balance Category to get the beginning balance for the next day and will be part of the Balance Category on which future interest charges are assessed until paid. The total interest for a billing cycle is equal to the sum of the daily interest for each day in the billing cycle.

Late Payment Fees and/or Return Payment Fees are prorated and allocated to the Balance Categories based on the balances of my Balance Categories on the day I incurred the Late Payment Fee or Return Payment Fees. Miscellaneous fees will be added to my Nordstrom Purchase Balance Category on the day I incurred the fee.

We will round daily interest charge calculations for a Balance Category to the nearest whole cent. If I paid in full the New Balance shown on my previous month's billing statement by the specified payment Due Date, we will consider your daily balance of Nordstrom Purchases and Non-Nordstrom Purchases to be zero for each day of the current month's billing cycle. A credit balance on a Balance Category is considered to be zero for purposes of calculating the balance subject to interest charges.

## **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.

The ANNUAL PERCENTAGE RATE (and Daily Periodic Rate) for a Balance Category may vary from billing cycle to billing cycle if the Prime Rate for a billing cycle changes. The “Prime Rate” is the highest prime rate published in the “Money Rates” section of *The Wall Street Journal* print edition on the 15th day of a month, or the next business day if the 15th is not a business day. The Prime Rate for a billing cycle is the Prime Rate most recently available as of the beginning of the billing cycle.

Any change in the ANNUAL PERCENTAGE RATE (and Daily Periodic Rate) will take effect on the first day of the next billing cycle following a change in the Prime Rate and will apply to any outstanding balance on my Credit Card Account. If the ANNUAL PERCENTAGE RATE (and Daily Periodic Rate) increases, the amount of the interest charges and the Current Due may increase.

The ANNUAL PERCENTAGE RATES that may apply to a Balance Category are the “Standard ANNUAL PERCENTAGE RATES” for the Balance Category (described in paragraph 19.F).

## **F. Standard ANNUAL PERCENTAGE RATES.**

### **Nordstrom Credit Card Accounts.**

The Standard ANNUAL PERCENTAGE RATE for Nordstrom Purchases is the Prime Rate plus a Margin of 25.15 percentage points. As of January 15, 2025, this **ANNUAL PERCENTAGE RATE** was **32.65%** (Daily Periodic Rate of **0.08945%**).

### **Nordstrom Visa Platinum and Nordstrom Visa Signature Accounts.**

The Standard ANNUAL PERCENTAGE RATE for both Nordstrom and Non-Nordstrom Purchases is the Prime Rate plus a Margin of 25.15 percentage points. As of January 15, 2025, this **ANNUAL PERCENTAGE RATE** was **32.65%** (Daily Periodic Rate of **0.08945%**).

## **G. Cash Advance ANNUAL PERCENTAGE RATE.**

The Cash Advance ANNUAL PERCENTAGE RATE is the Prime Rate plus a Margin of 26.15 percentage points. As of January 15, 2025, this **ANNUAL PERCENTAGE RATE** was **33.65%** (Daily Periodic Rate of **0.09219%**).

## **H. Minimum Interest Charge.**

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

## **20. CASH ADVANCE FEE.**

For each Cash Advance on my Credit Card Account (including advances to me directly or to someone else at my 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 20 only applies to Credit Card Accounts that have a Cash Advance feature.

## **21. PENALTY FEES.**

### **A. Late Payment Fee.**

My Credit Card Account will be subject to a Late Payment Fee of up to \$40 for any late or missed Minimum Payment Due. The amount of the Late Payment Fee will be determined in accordance with applicable law. Therefore, the fee generally will not exceed the amount of the applicable Minimum Payment Due. The first Late Payment Fee will not exceed \$29. A subsequent Late Payment Fee assessed within six billing cycles will not exceed \$40.

### **B. Returned Payment Fee.**

If any payment on my Credit Card Account (such as a check, draft, or similar instrument, or any electronic fund transfer) is uncollectible or is dishonored for any reason, TD Bank may charge me and I agree to pay a Returned Payment Fee of up to \$29. The amount of the Returned Payment Fee will be determined in accordance with applicable law. Therefore, the fee generally will not exceed the amount of the applicable Minimum Payment Due. 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.

## **22. CREDIT LIMIT.**

I agree that TD Bank may establish credit limits and that my credit purchases and cash advances at any one time will not exceed my credit limits. I will be advised of my initial credit line at the time I receive my credit card. I agree that TD Bank may change my credit line from time to time based upon TD Bank’s evaluation of changes in my credit capacity. If I exceed my credit line, TD Bank has the right to refuse further purchases or advances, and to suspend or cancel my account under the terms of this Agreement. TD Bank will identify any subsequent changes to my credit line on my periodic billing statements.

## **23. AVAILABLE CREDIT.**

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

## **24. APPLICATION OF PAYMENTS.**

Unless otherwise required by applicable law, TD Bank will apply payments up to the Minimum Payment Due, to amounts owing on my Credit Card Account in the following order: interest charges, fees, old cash advances, old purchases (when applicable, to Purchase Balance Categories with higher Standard ANNUAL PERCENTAGE RATES first), new cash advances, and new purchases (when applicable, to Purchase Balance Categories with higher Standard ANNUAL PERCENTAGE RATES first). TD Bank will apply payments in excess of the Minimum Payment Due to amounts owing on my Credit Card Account in a manner specified by federal law.

## **25. DEFAULT.**

Subject to applicable law, TD Bank may, at its option, declare me to be in default if I fail to comply with any provision of this Agreement, including failing to make a required payment when due or exceeding my Credit Card Account credit limit, or if I file for bankruptcy or am otherwise insolvent, or if TD Bank determines, in its sole discretion, that the prospect of payment on my Credit Card Account has become significantly impaired. If I am in default, (a) unless otherwise prohibited by applicable law, TD Bank may require that I pay the entire balance on my account immediately, at any time, even though TD Bank did not require me to pay the entire balance on any previous occasion when I was in default, and (b) I will pay all collection costs, including reasonable attorneys’ fees and legal costs, if TD Bank refers my Credit Card Account for collection to an attorney other than a salaried employee of TD Bank or the holder of the account, to the extent not prohibited by applicable law. Balances in default on my Credit Card Account may be set-off against any credit balances on any of my other TD Bank Credit Card Account(s).

## **26. 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:**

I agree that, should TD Bank obtain a judgment against me, a portion of my disposable earnings may be attached or garnished (paid to TD Bank by my 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:**

I understand that reasonable attorneys' fees will be awarded to me if I prevail in any action or suit brought by TD Bank. Also, if I 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 at P.O. Box 6555, Englewood, CO 80155.

### **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 888.246.8731.

## **PART II – CONSUMER DISCLOSURE STATEMENTS**

### **CREDIT CARD ACCOUNTS**

#### **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 was an error on your statement, write to us at:

Nordstrom  
P.O. Box 6555  
Englewood, CO 80155

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.

To use this right, all of the following must be true:

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  
P.O. Box 6555  
Englewood, CO 80155

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.

## **LANGUAGE PRACTICES**

Please know that verbal and written communications from Nordstrom Card Services will be primarily in English. These communications may include, but are not limited to, applications, account agreements, statements and disclosures, notices concerning changes in terms or fees and communications related to account servicing. As a courtesy, we sometimes communicate in languages other than English. Should you need assistance in a language other than English, please contact us, as we have language services that may be able to help. However, we cannot guarantee that our customer service or other communications will be available in any language other than English, and many important Nordstrom Card Services documents are available only in English. For more information about our language practices, visit [nordstrom.com/ncslanguagepractices](http://nordstrom.com/ncslanguagepractices).

## **CUSTOMER SERVICE**

For questions or assistance, just give us a call at 1.800.964.1800, seven days a week, 24 hours a day.

Thanks for being one of our most valued customers!

Revised 01/25