Target Credit Card Agreement

This Agreement explains the terms that you agree to follow for your Target Credit Card Account ("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 that accompanied your Target Credit Card is 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 Credit Card. "You" and "your" mean everyone who is liable for payment on this Account. "Card" refers to your Target Credit Card. "Target" means Target Corporation and its affiliates. 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 agree that you will not use or allow use of your Card or Account for any illegal transaction or purpose.

You may only use your Card to make purchases of goods and services ("Purchase(s)") at Target stores located in the United States and from the Target.com website.

2. CREDIT LIMIT — You agree that we may establish a credit limit for your Account ("Credit Limit"). You agree that we may change a 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 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 without liability to you and without obligating us to do so in the future. You agree to prevent your Account balance from exceeding the 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) $25.00; 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 $25.00, 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.

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 a possible unauthorized use of your Card, 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 —

• 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 card for your Account, the Annual Percentage Rate and the Daily Periodic Rate applicable to your Account are noted on it. The temporary 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 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 19.65%. Please see the Pricing Information for the Annual Percentage Rate and corresponding Daily Periodic Rate.

• 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.

Please note that if your Account has a promotional balance, this may impact how we are required to apply your payments and whether you can take advantage of these terms regarding Interest Charges on Purchases.

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 $25.00 when any amount due remains unpaid after your Payment Due Date. Any subsequent Late Payment Fees will be $35.00 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 $25.00 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.
• DOCUMENTATION REPRODUCTION FEE — You may be charged $2.00 for each duplicate Account document we reproduce for you at your request, in accordance with applicable law. We will not charge you for duplicate documents we reproduce for you in connection with a billing error notice or if our investigation indicates a billing error occurred.

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 or your credit history 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 by telephone regarding your Account. You agree that we may place such calls using an automatic dialing/announcing device. You agree that we may make such calls 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.

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.

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

Pricing Information

Annual Percentage Rate (APR) for Purchases	Your Annual Percentage Rates and corresponding Daily Periodic Rates may vary with changes in the Prime Rate. 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 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. The APR for Purchases may vary and is determined by adding to the Prime Rate a margin of 19.65%. For your billing period ending this month, your Purchase APR is 22.90% (corresponding to a DPR of 0.06273%).
How to Avoid Paying Finance Charges	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	If you are charged interest, you will be charged no less than $1.00.
Annual Fee	None
Penalty Fees	
• Late Payment	Up to $35
• Returned Payment	Up to $25

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 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.