DEPARTMENT STORES NATIONAL BANK CREDIT CARD AGREEMENT

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**24.50%** This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest	For Revolving Account Purchases, your due date is at least 25 days after the close of each billing period. We will not charge you interest if you pay the Revolving balance in full by the due date each billing period. For Major Purchase Account Purchases, your due date is at least 25 days after the close of each billing period. We will not charge you interest on those Purchases if you pay the Major Purchase Account balance in full by the due date each billing period.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $2.
For Credit Card Tips from the Consumer Financial Protection Bureau	**To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.**
Fees	
Penalty Fees	
• Late Payment	Up to **$35**
• Returned Payment	Up to **$35**

How We Will Calculate Your Balance: We use a method called "Average Daily Balance (including new Purchases)."

You need not accept the credit card or pay any fee unless you use the card or have already used the Account.

This Credit Card Agreement contains the payment and credit terms for the Revolving Account, Major Purchase Account ("MPA") and Club Account. Please note that some of the terms differ depending on the account type. (These terms supersede any previous or existing advertised rate disclosures.)

In this Department Stores National Bank ("DSNB") Credit Card Agreement ("Agreement"), the words "you" and "your" mean any person who has requested and is issued a DSNB Credit Card ("credit card"), or is authorized to use the DSNB Credit Account ("Account"), that is established at your request, the terms of which appear in this Agreement. The words "we", "us", and "our" mean Department Stores National Bank, 701 E 60th St. N, Sioux Falls, SD 57104, and any person to whom this Agreement or the indebtedness created under this Agreement may be assigned. Please read this Agreement and keep it for future reference.

1. Use of Your Account and Card: Your Account and Card may only be used to purchase goods and services for personal, family and household use.

2. Promise to Pay: In return for extending credit to you on this Account from time to time, you promise to pay us for Purchases that you make on this Account from time to time at retailers authorized to accept our credit card. You also promise to pay us all other charges mentioned below, in accordance with the terms of this Agreement.

3. Types of Charges: There are three types of charges ("Account Type") under your Account: Revolving charges, Major Purchase Account charges and Club charges. You may make a Revolving charge for any merchandise or service offered by retailers authorized to accept our credit card without any minimum purchase requirements. You may make a Major Purchase charge for qualifying Purchases in certain designated categories, subject to a minimum purchase requirement. You may make a Club charge for selected merchandise, as permitted by us, subject to a minimum purchase requirement. Your desire to charge Purchases to your Major Purchase or Club Account must be indicated at the time of purchase.

4. No Interest Charge Feature (Club Account): No Interest Charge will be assessed on your Club Account as long as you do not make a late payment; otherwise, we may begin to assess Interest Charges as calculated in Section 6 after any notice required by law.

5. How to Avoid Paying Interest on the Revolving and Major Purchase Account Types: If you make Purchases during a billing period when there is no Previous Balance or the sum of payments and credits (excluding credits for returns of Purchases made during the billing period) is at least equal to the Previous Balance (these purchases are "New Purchases"), no Interest Charges are added to that Account Type for that billing period for the New Purchases. If you pay the New Balance for that billing period by the Payment Due Date, you can avoid Interest Charges for the New Purchases during the next billing period. If you pay less than the New Balance for that billing period, you can avoid Interest Charges on that portion of the Account Type balance paid but we will assess Interest Charges on any unpaid portion until you pay the full balance you owe on that Account Type. If you make a Purchase during a billing period with an unpaid Previous Balance, we assess Interest Charges on the Purchase from the date it is added to the balance. We continue to assess Interest Charges until you pay the full balance you owe on that Account Type.

The allocation of payments and credits may affect how you may avoid Interest Charges. Payments and credits are applied to Account Types at our discretion and in accordance with law. The method of assessing Interest Charges described in this section may result in a statement with only an Interest Charge.

6. Interest Charge – Balance Computation Method: An Interest Charge will be imposed on each balance within each Account Type

that is subject to Interest Charges by applying a Daily Periodic Rate, multiplied by the number of days in the billing period, to the Average Daily Balance for Purchases (including new transactions), which appears on your Statement as the Balance Subject to Interest Rate, and by assessing certain fees which are explained below. To get the Balance Subject to Interest Rate for each Account Type, we take the beginning balance of each Account Type each day, add any new Purchases, any Interest Charges applied to the previous day's balance, and new fees, and subtract any new payments and credits. This gives us the daily balance. Then, we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the Balance Subject to Interest Rate. (This results in daily compounding of Interest Charges.)

7. Cost of Credit: The cost of credit is determined as follows:

A. The Daily Periodic Rate applicable to Purchases for the billing period is 1/365th of the Annual Percentage Rate (regardless of leap years) in effect for the billing period as disclosed below, rounded to five decimal places. The Annual Percentage Rate may be changed quarterly. It will be calculated by taking the rate disclosed as the "Prime Rate" in the "Money Rates" section of *The Wall Street Journal* on the 15th day of March, June, September and December of each year (or the next business day if the 15th day falls on a weekend or holiday) and adding 21.25% to that rate. As of October 1, 2013, the **ANNUAL PERCENTAGE RATE** so calculated is **24.50%**, which corresponds to a Daily Periodic Rate of .06712%. The variable Annual Percentage Rate may increase. Any change in the Annual Percentage Rate will go into effect on the first day of the billing period that begins after the first day of the next calendar quarter and may result in an increase or decrease in the Interest Charge imposed on your Account and in the Minimum Payment Due.

B. There will be a Minimum **INTEREST CHARGE** of $2.00 in any billing period in which the **INTEREST CHARGE** resulting from application of the Daily Periodic Rate would be less than $2.00.

C. The information about the cost of the card is accurate as of October 1, 2013. This information may have changed after that date. To find out what may have changed, write us at P.O. Box 8051, Mason, OH 45040.

8. Minimum Payment:

A. Minimum Payment Due: Each month, for each Account Type with a balance, you agree to pay at least the Minimum Payment Due, which is the sum of a Monthly Minimum plus all unpaid Late Payment Fees, any credit protection charges (if enrolled) applied that month and any delinquent Monthly Minimums, by the Payment Due Date. The Monthly Minimum for each Account Type is calculated as follows:

1. **Revolving Account Type:** The greater of $25.00 or 3.25% of the New Balance, rounded up to the next whole dollar amount, or the entire New Balance if it is under $25.00.
2. **Major Purchase Account Type:** The greater of $25.00 or 3.25% of the New Balance, rounded up to the next whole dollar amount, or the entire New Balance if it is under $25.00.
3. **Club Account Type:** The greater of $25.00 or 1/12th of the highest New Balance of your Club Account since it last had a $0 balance, rounded up to the next whole dollar amount, or the entire New Balance if it is under $25.00.

B. Level Payments: Since the Minimum Payment for Club Accounts is based on the highest New Balance in the Account Type until paid in full, the Minimum Payment for Club Accounts will not decrease as the New Balance decreases, even if you pay more than the Minimum Payment required. Your Minimum Payment will increase, however, if a new purchase increases the New Balance in the Club Account above a previous high.

C. Additional Payment Information: You may pay all or part of your account balance at any time. However, you must pay, by the Payment Due Date, at least the Minimum Payment Due as calculated above. If you pay more than the Minimum Payment Due and there is still a balance due, you must continue to make your Minimum Payment Due in future months. Payments in excess of the Minimum Payment Due will be applied in accordance with law, and payments less than the Minimum Payment Due and credits will be applied at our discretion. If we accept any late payment or partial payment, whether or not marked as payment in full, it will not affect the due date of any payment due under this Agreement, it will not act as an extension of time or a waiver of any amount then remaining unpaid, and it will not affect any of our rights under this Agreement including our right to declare the entire balance in your Account to be due. Returns and credits are not applied toward your Minimum Payment Due.

D. Form of Payment: You agree to make your payment by check, money order or similar instrument payable in U.S. Dollars drawn on a financial institution located in the United States.

9. Special Payment Plans: We may offer you promotional terms from time to time for all or a part of any balances. Any promotional terms may apply for a limited period of time. They will be governed by the terms of the promotional offer and the Credit Card Agreement, in accordance with law. They may include the Special Event and the No Interest offers described below. Your promotional terms may end if you make a late payment. (a) Special Event: Interest Charges will accrue but will be deferred during the promotional period, and will not be imposed on this balance if you pay the balance in full by the end of the promotional period. We will impose Interest Charges on this balance if you do not pay the balance in full by the end of the promotional period or the promotional terms are terminated. We will impose these Interest Charges from the date of purchase until the balance is paid in full. The promotional offer will specify any minimum purchase amount and the amount of any minimum payment required on this balance. (b) No Interest: No Interest Charges are imposed on this balance during the promotional period. The promotional offer will specify any minimum purchase amount and the amount of any minimum payment required on this balance.

10. Returned Payment: We may add a returned check fee for a returned payment. A returned payment is an electronic debit, payment check, or similar payment instrument, which is returned unpaid. We may add this fee the first time your payment is returned, even if it is not returned upon resubmission. The fee will be $25; or $35 for any additional returned payment during the next six billing cycles after a returned payment. However, the fee will not exceed the amount permitted by law.

11. Late Payment Fee: We may add a late payment fee for each billing cycle in which you have a past due payment. For late payment fee purposes, you have a past due payment any time you fail to pay the Minimum Payment Due by the Payment Due Date. The fee will be $25; or $35 for any additional past due payment during the next six billing cycles after a past due payment. However, the fee will not exceed the amount permitted by law.

12. Pay-by-Phone Fee: We may allow you to make payments by authorizing us over the telephone to transfer funds from a deposit account to your Account. We will charge a Pay-by-Phone Fee for each such transfer, if permitted by applicable law. The amount of the Fee will be disclosed at the time you request this optional payment service.

13. Document Production Fee: We may charge you a fee of $3.00 per item if you request copies of previously provided records, such as Statements and sales checks. We will not charge you for documents produced in connection with a Billing Error investigation.

14. Fees: For all fees, we reserve the right to waive all or part of any fee in certain cases without losing our right to impose such fee in future billing periods.

15. Default/Collection Costs: If we fail to receive any Minimum Payment Due, if you declare bankruptcy, or if you die, it will be a default, and, subject to any right you may have under state law to receive notice of and to cure such default, we may declare the entire unpaid balance in the Account due and payable. If your Account is referred to an attorney who is not our salaried employee and we prevail in a suit against you to collect the amount you owe, in addition to the full amount owed and any court costs, you agree to pay our reasonable attorney's fees, to the extent permitted by law. No attorney's fees will be imposed in any state, or in any amount, unless permitted by law. To the extent permitted by law, after we declare the entire unpaid balance due, we may impose Interest Charges on the outstanding balance due each month until we obtain a court judgment for the amount you owe.

16. Credit Limit: You agree not to go over the credit limits individually assigned to each of the Account Types on your Store Account. We may refuse to authorize any transaction on your Account which would exceed your credit limit. If you owe more than your credit limit we can require you to immediately pay the excess. Available credit cannot be moved between Account Types. We can increase or decrease your credit limit at any time without giving you notice in advance unless required by law.

17. Lost or Stolen Cards or Account Numbers: You must call us if any card or account number is lost or stolen. You must also call us if you think someone used or may use them without permission. When you call, we may require you to provide information to help our investigation. We may require you to provide this Information in writing. For example, we may ask you to identify any charges that were not made by you or someone authorized by you. We may also ask you to confirm that you received no benefit from those charges.

18. Closing Your Account: You may close your account by notifying us in writing or over the phone. If you close your Account, you must still repay the total balance in accordance with this Agreement. We may also close your Account or suspend account privileges at any time for any reason. We may do this without prior notice to you unless required by law.

19. Change In Terms/Change In Address: We may change any term of this Agreement or add a new term at any time, including changes to the minimum payment schedule(s) or the Interest Charge rates, and may apply the new terms to any unpaid balances, as well as to any future balances, unless prohibited by law. When required by law, we will mail you prior notice of the change(s). You agree to notify us promptly in writing if you move. Until we receive written notice of your new address, we will continue to send Statements and other notices to the address in our records.

20. Credit Investigation: You give us permission to investigate your credit history by obtaining consumer reports and by making direct inquiries of businesses where you have accounts and where you work. We may request a consumer report from consumer reporting agencies in considering your application for this Account and later in connection with an update, renewal, extension of credit, or in connection with the collection of this Account. Upon your request we will tell you whether or not a consumer report was requested and the name and address of any consumer reporting agency that furnished the report.

21. Disputed Accuracy of Credit Report: We may report information about your Account to credit reporting agencies. Late payments, missed payments, or other defaults on your Account may appear on your credit report. If you request cards on your Account for others, we may report account information in the names of those other people as well. If you think we reported erroneous information to a credit reporting agency, write to: Credit Bureau Dispute Verification, P.O. Box 8218, Mason, OH 45040-8218. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please send a copy of that report to us as well. We will promptly investigate the matter and notify you in writing of the results. If we agree with you, we will contact each credit reporting agency to which we reported and request a correction.

22. Governing Law: You understand and agree that this Agreement is entered into between you and us in South Dakota and any credit we extend to you is extended from South Dakota. You further understand and agree that this Agreement is governed only by applicable federal law and the law of the State of South Dakota, whether or not you live in South Dakota and whether or not you use your credit card in South Dakota.

23. Identifying Information: The identifying information you provided in your credit application (including name, address, telephone number, email address and social security number) as well as any updates to that information is provided to DSNB, Macy's, Inc. and their affiliates.

24. Assignment: We may assign your Account and any of our rights under this Agreement to our affiliates or some other entity without prior notice to you. Following such assignment, that entity will take our place in this Agreement.

25. Disputed Amounts: All communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "paid in full", or which you otherwise tender as full satisfaction of a disputed amount, must be sent to us at the address for billing inquiries shown below in the section regarding your right to dispute billing errors under federal law.

26. Telephone Monitoring: We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion, your call may be monitored and/or recorded by a second employee.

NOTICES TO APPLICANT:

The applicant, if married, may apply for a separate account. After credit approval, each applicant shall have the right to use this Account to the extent of any credit limit set by the creditor and each applicant may be liable for all amounts of credit extended under this Account to any joint applicant.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

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

Department Stores National Bank
P.O. Box 8066
Mason, OH 45040

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 that 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 are 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 purchase.

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

Department Stores National Bank
P.O. Box 8066
Mason, OH 45040

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.

Notice to Wisconsin Residents: You must promptly provide your spouse's name and address to us by calling 1-800-243-6552.