



# DILLARD'S CREDIT CARD AGREEMENT

## Notice to California Cardmembers

To our California customers who have discussed credit card terms and conditions with us in Spanish, Chinese, Korean, Vietnamese, or Tagalog:

Read the section titled INTERPRETER CERTIFICATION before you use your Account.

Leia la sección titulada CERTIFICACIÓN DEL INTÉRPRETE antes de utilizar su Cuenta.

請您在使用您的帳戶之前閱讀標題為「口譯員認證」的章節。

계좌를 사용하기 전에 “통역사 증명” 항목을 읽으시기 바랍니다.

Hãy đọc phần có tựa đề XÁC NHẬN VỀ THÔNG DỊCH VIÊN trước khi quý vị sử dụng Trương mục của mình.

Basahin ang seksiyong may pamagat na SERTIPIKASYON NG TAGAPAGSALINGWIKA bago mo gamitin ang iyong Account.

## These terms apply to your entire Account.

### About Your Account

**AGREEMENT.** This Credit Card Agreement (“Agreement”) covers the use of your Credit Card Account (“Account”) with us. It includes the Important Terms of Your Credit Card Account. You accept the terms of this Agreement by opening or using your 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. Please read this Agreement carefully and save it for future reference.

**PARTIES TO THIS AGREEMENT.** This Agreement is made between Wells Fargo Bank, N.A., P.O. Box 10347, Des Moines, IA 50306 (“we,” “us,” and “our”) and the account holder (“you” and “your”).

**CONTACTING US.** Unless stated otherwise in this Agreement, you may contact us at the phone number or address shown on your statement.

### DEFINITIONS.

<b>Billing Cycle</b>	The interval between statements. Each statement shows a closing date. The statement closing date is the last day of the Billing Cycle for that statement.
<b>Card</b>	The credit card we may issue to use your Account.
<b>Important Terms of Your Credit Card Account</b>	A summary of your Account’s Annual Percentage Rates (“APRs”), fees and other important information.
<b>New Balance</b>	The Outstanding Balance as of a statement closing date.
<b>Outstanding Balance</b>	The sum of all unpaid amounts, including purchases, interest, fees and any other amounts that you may owe us.
<b>Payment Address</b>	The address where you mail your payment. It is located on your Payment Stub.
<b>Payment Due Date</b>	The date the Total Minimum Payment Due is due to us. It is shown on your statement.
<b>Payment Stub</b>	The portion of your statement that is to be returned with your payment.
<b>Sales Slip</b>	Any document that describes the terms of a purchase on the Account.

**OVERVIEW OF ACCOUNT.** Your Account may be divided into two or more balances. Different terms may apply to different balances.

**USING YOUR ACCOUNT.** You may use your Account for purchases from Dillard’s locations, including Dillard’s website. Purchases will be part of the regular balance unless a Dillard’s Sales Slip shows that Club Plan terms apply. If Club Plan terms apply, the purchase will be part of a Club Plan balance. Club Plans are described later in this Agreement (see Club Plans section).

You promise that you will use your Account only for lawful personal, family or household purposes.

**PROMISE TO PAY.** When you use your Account, or let someone else use it, you promise to pay the total amount of the purchase, as well as any interest, fees or other amounts that you may owe us. We may limit or close your Account, but the terms of this Agreement will apply until you pay the Account in full.

**CREDIT LIMIT.** We will assign a Credit Limit to your Account. A Credit Limit is the amount of credit we will extend to your Account. Your Credit Limit is provided with your Card and on each of your statements. You promise to use your Account only to the Credit Limit. If you exceed your Credit Limit, we may authorize the transaction without increasing your Credit Limit. If you exceed your Credit Limit, you will remain liable for all amounts payable under this Agreement. We can adjust your Credit Limit at any time.

### Fees and Interest

**FEES.** You agree to pay the following fees. You will find the fee amounts in the Important Terms of Your Credit Card Account.

- Late Payment Fee. This fee may be charged each time we do not receive the Total Minimum Payment Due by the Payment Due Date. This fee will be charged to your regular balance.

**INTEREST RATES.** The daily periodic rates are calculated by dividing each applicable APR by 365. The APRs used to figure interest on balances are shown in the Important Terms of Your Credit Card Account.

**PRIME RATE.** The Prime Rate we use is the U.S. Prime Rate published in the Money Rates section of *The Wall Street Journal*. We select the Prime Rate published on the first business day of the month preceding the month of the quarterly rate change date. If more than one Prime Rate is published, we will use the average of the Prime Rates. If the Prime Rate is no longer published or is not available, we may select a similar rate. The APR will increase or decrease if the Prime Rate increases or decreases and this will also cause the daily periodic rate to increase or decrease. An increase or decrease in the APR will increase or decrease the total amount of interest you pay. It may also increase or decrease the Total Minimum Payment Due. The rate change date for each quarter is the first day of the first Billing Cycle beginning on or after January 1, April 1, July 1, and October 1.

**WHEN WE CHARGE INTEREST.** Unless stated otherwise below, we begin charging interest on a purchase or interest charge on the date the purchase or interest charge posts to your Account. We begin charging interest on a fee on the first day of the Billing Cycle following the Billing Cycle in which the fee posts to your Account. However, if a late payment fee is posted to your Account in the current Billing Cycle, but is related to a late payment in the prior Billing Cycle, we will begin charging interest on the fee on the first day of the current Billing Cycle.

**HOW TO AVOID PAYING INTEREST ON PURCHASES.** Except as described in the Club Plans section below, to avoid paying interest on new Purchases you have to pay your entire New Balance by the Due Date on your statement each Billing Period.

**HOW WE CALCULATE INTEREST—AVERAGE DAILY BALANCE METHOD (INCLUDING NEW PURCHASES).** The total interest charge is the sum of interest charges for each type of balance on your Account (e.g. regular balance). We figure the interest charge for each type of balance on your Account by applying the daily periodic rate to the average daily balance (“ADB”). Then, we multiply this amount by the number of days in the Billing Cycle.

Interest charge = daily periodic rate x ADB x number of days in the Billing Cycle. ADBs for each type of balance are calculated separately, starting with the beginning balance on the first day of each Billing Cycle. The beginning balance on the first day of the Billing Cycle includes the following:

- The prior Billing Cycle’s ending balance, which includes any unpaid fees posted to your Account in the prior Billing Cycle.
- Any late payment fees posted in the current Billing Cycle that are related to a late payment in the prior Billing Cycle.

To get the ADB for each type of balance, we take the beginning balance each day and add any new purchases. Except for the first day of each Billing Cycle, we add interest equal to the previous day’s balance multiplied by the daily periodic rate. (This means interest is compounded daily.) Then, we subtract any payments or credits. This gives us the daily balance. Any daily balance that is a credit balance will be treated as zero. Then, we add up all the daily balances for the Billing Cycle. We divide this amount by the number of days in the Billing Cycle. This gives us the ADB.

ADB = sum of daily balances ÷ number of days in the Billing Cycle.

**MINIMUM INTEREST CHARGE.** If you are charged interest in a Billing Cycle, the charge will be no less than \$1.00.

### Payments

**TOTAL MINIMUM PAYMENT DUE.** You promise to pay the Total Minimum Payment Due by the Payment Due Date. The Total Minimum Payment Due is the greater of (A) or (B), plus (C):

(A) \$29.00 (or \$40.00 if we do not receive the Total Minimum Payment Due by the Payment Due Date in any one of the prior six Billing Cycles)

(B) The sum of:

- Any past due amounts; plus
- Any fees assessed during the current Billing Cycle; plus
- 1% of the new balance (excluding any Club Plan balance); plus
- The sum of any interest charges in the current Billing Cycle

(C) The payment(s) for any Club Plan 12 or Club Plan 24 balances (see Club Plans section).

The Total Minimum Payment Due will never be more than the New Balance. If you pay more than the Total Minimum Payment Due but less than the Outstanding Balance, you are still required to pay the Total Minimum Payment Due in the next Billing Cycle.

**PAYMENT INSTRUCTIONS.** Follow these instructions when making a payment:

- Make your payment in U.S. dollars, but do not send cash.
- If you make a payment by mail, please include the Payment Stub with your payment. Use the envelope enclosed with your statement to mail both documents to the Payment Address. Payments received by 5:00 p.m. local time at the Payment Address will be credited as of the date of receipt. Payments received after the 5:00 p.m. cut-off time will be credited as of the next day. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Your billing statement also explains how information on your check is used.
- If you make a payment online, it must be made via Dillard’s website, which is shown on your statement. The cut-off time for online payments will be disclosed at the time of the transaction.

- You also can make a payment at a Dillard's store. Payments received at the Dillard's store location where payment is made will be credited as of the date of receipt.

If you do not follow these instructions, your payments may not receive credit for up to five days after we receive it. You may at any time pay, in whole or in part, the Outstanding Balance without any additional charge for prepayment.

Some of your available line of credit may be held at our discretion, until your payment is honored.

**IRREGULAR PAYMENTS.** We may accept late payments, partial payments or payments that reflect "paid in full" (or other restrictive language), without losing our rights to receive full payment. If you intend to claim to pay your Account in full with an amount less than the Outstanding Balance, payments must be sent to us at Wells Fargo Bank, N.A., P.O. Box 10311, Des Moines, IA 50306-0311.

**APPLICATION OF PAYMENTS.** We apply payment amounts equal to or less than the Total Minimum Payment Due at our discretion. We apply any payment amounts in excess of the Total Minimum Payment Due to balances with higher APRs before lower APRs.

Any payment in excess of the Total Minimum Payment Due is applied based on the balances reflected on your last statement. We post payments in the Billing Cycle they are received.

#### Other Information

**CANCELLATION.** We may close your Account at any time and for any reason. You may also close the Account at any time by contacting us. If that happens, you must still repay the balance owed according to the terms of this Agreement. If we close the Account, notice may be provided to only one account holder.

**AUTHORIZED USERS.** You may request additional Cards for authorized users. You are responsible for all charges (including related interest and fees) made by the authorized user. If you want to end an authorized user's privilege to use your Account, before we can process the request, you must:

- Recover and destroy that person's Card. If you do not recover and destroy the Card, you will continue to be liable for any charges made after you advised us of your wish to cancel the privileges, unless you tell us to cancel all Cards and establish a new Account for you.
- You must notify us of your request by contacting us at the phone number or address shown on your statement.

In general, an authorized user is not obligated on this Account and is not liable for any Outstanding Balance or any other charges made by you or by any other authorized user. Each authorized user's privilege ends automatically upon the death of all account holders. If any person uses the Card, such use indicates his or her agreement to pay us, and we may, at our discretion, pursue the person for payment of any Outstanding Balance or any other charges they authorize. You agree to notify each authorized user that they are subject to all applicable sections of this Agreement.

**CONTACTING YOU.** By providing us with any phone number, you are expressly consenting permission to contact you at that number about all of your Wells Fargo accounts. You give consent to allow us to contact your past, present and future phone service providers to verify the information you have provided against their records. You agree that your phone service providers may verify any phone numbers you have supplied to the name, address, and status on their records. In order for us to service your Account or to collect any amounts you may owe, you agree that we may contact you using any contact information related to your Account, including any number (i) you have provided to us, (ii) from which you called us, or (iii) which we obtained and reasonably believe we can reach you. We may use any means to contact you. This may include contact from companies working on our behalf to service your Accounts. This may include automated dialing devices, prerecorded/artificial voice messages, mail, e-mail, text messages and calls to your mobile, wireless or similar device or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You are responsible for any service provider charges as a result of us contacting you. You agree to promptly notify us if you change any contact information you provide to us. This includes your name, mailing address, e-mail address(es), or phone number(s).

**PHONE MONITORING.** We may monitor and record your phone calls with us.

**LOST OR STOLEN CARDS AND LIABILITY FOR UNAUTHORIZED USE.** You agree to contact us immediately if your Card is lost or stolen or if you believe your Account is being used without your permission. You may contact us at: 1-800-643-8278 or P.O. Box 10347, Des Moines, IA 50306. You agree to assist us in our investigation of the matter. If you do this, you will not be held liable for the unauthorized use of your Account, but you will be responsible for all use by anyone you give your Card to or allow to use your Account.

**DEFAULT.** Your Account will be in default if any of the following occur:

- You fail to pay the Total Minimum Payment Due by the Payment Due Date.
- Any payment is dishonored.
- You violate the terms of this Agreement.
- You made an untrue statement on your application.
- You file for bankruptcy.

If your Account is in default, our rights include, but are not limited to, refusing to authorize further transactions, closing your Account, and requiring the immediate payment of the Outstanding Balance. If your Account is in default, you also agree to pay our collection costs, attorney's fees, and court costs.

**GOVERNING LAW.** Federal law and the laws of South Dakota govern this Agreement and your Account.

**CHANGE IN TERMS.** We may change this Agreement at any time. These changes may apply to existing and future balances. We will give you advance written notice of the change(s) and a right to reject the change(s) if required by law. We may require you to close your Account or take other actions if you reject the changes.

**ENFORCING THIS AGREEMENT.** We may waive or delay enforcing any of our rights without losing them. We may waive or delay enforcing a right against one of you without waiving it as to the other.

**SEPARATION OF UNLAWFUL PROVISIONS.** If any provision of this Agreement is determined to be unlawful, the rest of the Agreement will stand and the unlawful provision will be deemed amended to conform to law.

**INFORMATION SHARING.** When you applied for an Account, you gave us and Dillard's, Inc. information about yourself that we could share with each other. Dillard's, Inc. will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. Federal or state laws may limit our ability to share your personal and/or Account information with Dillard's, Inc. even though you have given us this authorization. We comply with these federal and state laws. Please refer to the Wells Fargo Bank, N.A. Dillard's Privacy Notice for more information about how we collect, share, and protect your information, as well as how you may limit some, but not all, information sharing.

**CREDIT INFORMATION.** You promise that any information you give to us in connection with your Account is true and complete. You understand that we rely on this information to open your Account and extend credit to you. You authorize us to investigate your credit, employment, assets, and income records and to verify your credit references. You also authorize us to obtain credit reports on you from time to time.

**INFORMATION REPORTING.** You agree that we may report your performance, status, and history under this Agreement to consumer reporting agencies. If you request additional Cards on your Account for others, you understand that we may report Account information in your name as well as in the names of those additional cardmembers. If you fail to comply with the terms of the Account as defined in this Agreement, it will be furnished to the credit reporting agencies and it could cause a negative reference on your credit report and the credit reports of any additional cardmembers. You have the right to dispute the accuracy of information that we have reported by writing to us at Wells Fargo Bank, N.A., P.O. Box 14517, Des Moines, IA 50306 and describing the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that you believe relates to an identity theft, you will need to provide us with an identity theft report.

**ASSIGNMENT.** We have the right to assign your Account to another creditor. The other creditor is then entitled to any rights we assign to them. You do not have the right to assign your Account.

#### Club Plans

**These terms apply to Club Plans.**

**CLUB PLANS.** From time to time, certain Dillard's purchases may qualify as a Club Plan purchase. If a Sales Slip shows that Club Plan terms apply, then the purchase will be governed by the Club Plan terms (described below) and the terms of this Agreement. You accept the Club Plan terms by making the purchase.

- Club Plan 12. If a Sales Slip shows that Club Plan 12 terms apply, this means the payment is the amount required to pay the initial purchase balance in full in 12 equal monthly payments. Because of rounding, the final payment could be less than other payments.
- Club Plan 24. If a Sales Slip shows that Club Plan 24 terms apply, this means the payment is the amount required to pay the initial purchase balance in full in 24 equal monthly payments. Because of rounding, the final payment could be less than other payments.
- We will not charge you interest on a Club Plan 12 or Club Plan 24 balance. The payment amount for any Club Plan 12 or Club Plan 24 balance(s) is included in the Total Minimum Payment Due (see Total Minimum Payment Due section).

#### Interpreter Certification

**INTERPRETER CERTIFICATION.** THIS CERTIFICATION APPLIES IF YOU CHOSE TO DISCUSS OPENING AN ACCOUNT WITH US IN SPANISH, CHINESE, KOREAN, VIETNAMESE, OR TAGALOG. By signing the credit card application, using or otherwise accepting the Card or related Account issued to you, you certify to Wells Fargo Bank, N.A. (us) that: (1) You have received and discussed this Agreement with your interpreter and that you and your interpreter have been given an opportunity to discuss with us the terms and conditions contained in these enclosed documents; (2) Your interpreter is at least 18 years old and is fluent both in English and in the language in which you chose to discuss with us the terms and conditions of your Account, and is not employed by or made available through the Merchant; (3) You understand and agree to the terms and conditions contained in these enclosed documents as written.

**CERTIFICACIÓN DEL INTÉRPRETE.** ESTA CERTIFICACIÓN SE APLICA SI USTED ELIGIÓ CONVERSAR CON NOSOTROS SOBRE LA APERTURA DE UNA CUENTA EN ESPAÑOL, CHINO, COREANO, VIETNAMITA O TAGALO. Al firmar la solicitud de tarjeta de crédito, utilizar o aceptar de otro modo la Tarjeta o la Cuenta relacionada que se le haya otorgado, usted certifica a Wells Fargo Bank, N.A., (nosotros) que: (1) Usted ha recibido este Contrato y ha dialogado sobre él con su intérprete, y que usted y su intérprete han tenido la oportunidad de dialogar con nosotros acerca de los términos y condiciones contenidos en estos documentos adjuntos; (2) Su intérprete tiene por lo menos 18 años de edad y habla con fluidez en inglés y en el idioma en el que usted haya elegido dialogar con nosotros acerca de los términos y condiciones de su Cuenta, y no es un empleado ni ofrece sus servicios a través del Comercio; (3) Usted entiende y acepta los términos y condiciones contenidos en estos documentos adjuntos tal como se encuentran redactados.

**口譯員認證。**本認證於當您選擇以西班牙語、中文、韓語、越南語或塔加拉族語與我們討論開戶事宜之時適用。一旦您簽署信用卡申請表，使用或以其他方式接受核發給您的信用卡或相關帳戶，即表示您向富國銀行 (Wells Fargo Bank, N.A.) (我們) 證明：(1) 您已經收到並與您的口譯員討論過本協議，並且您和您的口譯員都有機會與我們討論這些所附文件中的條款和條件；(2) 您的口譯員至少年滿 18 歲，並具有流利的英語能力且深諳您所選與我們討論您的帳戶條款和條件的語言，且其並未受僱於商家或由商家提供；(3) 您理解並同意遵守這些所附文件中的書面條款和條件。

**통역사 증명.** 이 증명은 계좌 개설에 관한 사항을 스페인어, 중국어, 한국어, 베트남어 또는 타갈로그어로 논의하기로 하신 경우에 사용됩니다. 귀하께서 신용카드 신청서에 서명하시고, 귀하께 발급된 신용카드 또는 관련 계좌를 사용하기나 수락하시는 것은 귀하께서 (1) 본 계약서를 수령하고 그 내용을 담당 통역사와 함께 검토했으며 귀하와 담당 통역사는 동봉된 문서에 기재된 약관의 내용을 당사와 함께 논의할 기회를 부여받았고, (2) 담당 통역사는 18세 이상이며 귀하 계좌의 약관에 관해 당사와 논의할 때 귀하께서 사용하기로 선택하신 언어와 영어 모두에 능통한 사람이고 가맹점에서 채용하거나 알선한 인력이 아니며, (3) 귀하는 이 동봉된 문서에 포함된 약관을 명시된 대로 이해하고 그에 동의함을 Wells Fargo Bank, N.A. (당사) 측에 증명하신다는 의미입니다.

**CHỨNG NHẬN THÔNG DỊCH VIÊN.** CHỨNG NHẬN NÀY ÁP DỤNG NẾU QUÝ KHÁCH ĐÃ CHỌN THẢO LUẬN VỀ VIỆC MỞ TRƯỞNG MỤC TẠI NGÂN HÀNG CHÚNG TÔI BẰNG TIẾNG TÂY BAN NHA, TRUNG QUỐC, HÀN QUỐC, VIỆT NAM HOẶC TAGALOG. Bằng việc ký tên vào đơn đăng ký mở thẻ tín dụng, sử dụng hoặc chấp nhận Thẻ hoặc Trung mục liên quan được cấp cho quý khách, quý khách chứng nhận với Wells Fargo Bank, N.A. (chúng tôi) rằng: (1) Quý khách đã nhận được và thảo luận về Thỏa Thuận này với Thông dịch viên của mình, và quý khách cũng như thông dịch viên đều đã có cơ hội trao đổi với chúng tôi về các điều khoản và điều kiện có trong những tài liệu kèm này; (2) Thông dịch viên của quý khách phải từ 18 tuổi trở lên và thông thạo cả tiếng Anh cũng như ngôn ngữ mà quý khách đã chọn sử dụng để trao đổi với chúng tôi về các điều khoản và điều kiện của Trung mục của quý khách, đồng thời họ không phải là nhân viên của Bên Bán hoặc được Bên Bán giới thiệu; (3) Quý khách hiểu và đồng ý với các điều khoản và điều kiện được nêu trong những tài liệu đính kèm như đã viết.

**SERTIPIKASYON NG TAGAPAGSALING-WIKA.** ILALAPAT ANG SERTIPIKASYONG ITO KUNG NAPILI MONG TALAKAYIN ANG PAGBUBUKAS NG ACCOUNT SA AMIN SA SPANISH, CHINESE, KOREAN, VIETNAMESE, O TAGALOG. Sa paglagda ng aplikasyon sa credit card, paggamit o kundi man ay pagtanggap ng Card o kaugnay na Account na ibinigay sa iyo, pinatotohanan mo sa Wells Fargo Bank, N.A. (sa amin) na: (1) Natanggap mo at tinalakay ang Kasunduang ito sa iyong tagapagsaling-wika at ikaw at ang iyong tagapagsaling-wika ay nabigyan ng pagkakataong talakayin sa amin ang mga tuntunin at kundisyon na matatagpuan sa mga nakalakip na dokumentong ito; (2) Ang iyong tagapagsaling-wika ay hindi mas bata sa 18 taong gulang at lubos na marunong sa Ingles at sa wika na napili mo para talakayin sa amin ang mga tuntunin at kundisyon ng iyong Account, at hindi naka-empleyo sa o nakuha sa pamamagitan ng Mangangalakal (o "Merchant"); (3) Nauunawaan at sinasag-ayunan mo ang mga tuntunin at kundisyong nakasaad sa mga nakalakip na dokumentong ito ayon sa nakasulat.

#### Notices

**IN NEW JERSEY:** Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**IN OHIO:** 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.

**IN WISCONSIN:** If you are married, please contact us immediately at: 1-855-412-2787 and provide us with the name and address of your spouse. We are required by law to inform your spouse that you have opened an account with us. Also, please note that no provision of a marital property agreement (including a Statutory Individual Property Agreement pursuant to Sec. 766.587, Wis. Stat.), unilateral statement classifying income from separate property under Sec. 766.59, or court decree under Sec. 766.70 adversely affects the creditor unless the creditor is furnished with a copy of the document prior to the credit transaction or has actual knowledge of its adverse provisions at the time the obligation is incurred.

**THE MILITARY LENDING ACT NOTICE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the costs of consumer credit to a member of the Armed Forces and his or her spouse or 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). Please Note: There are NO credit insurance premiums, fees for ancillary products, or application fees with this Account.

You may contact us at 1-844-363-9971 for information about the Military Annual Percentage Rate and a description of your payment obligation.

The Arbitration Agreement does not apply to you if you are covered by the Military Lending Act nor do any provisions that waive any right to legal recourse under any state or federal law to the extent required by the Military Lending Act.

#### Your Billing Rights: Keep This Document For Future Use

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

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

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

Dillard's Card Services / Wells Fargo Bank, N.A.

P.O. Box 522

Des Moines, IA 50306-0522

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:

Dillard's Card Services / Wells Fargo Bank, N.A.

P.O. Box 522

Des Moines, IA 50306-0522

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.

# DILLARD'S CREDIT CARD AGREEMENT

## Important Terms of Your Credit Card Account

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>30.24%</b> This APR will vary with the market based on the U.S. Prime Rate.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any 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, the charge will be no less than \$1.00.
<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="https://www.consumerfinance.gov/learnmore">https://www.consumerfinance.gov/learnmore</a>.</b>

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Penalty Fees</b> • Late Payment	Up to <b>\$40.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your Agreement for more details.

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

**How We Will Calculate Your Late Payment Fee:** The fee will be the lesser of the Total Minimum Payment Due or \$29.00. For any subsequent event within a rolling six billing cycle period, the fee will be the lesser of the Total Minimum Payment Due or \$40.00.

**How We Will Calculate Your Variable APRs:** The APR used to figure interest for purchases on your Account is figured by adding a margin of 21.74 percentage points to the U.S. Prime Rate for that Billing Cycle. This rate varies with the market based on the U.S. Prime Rate. See your Agreement for more details.

The information about the cost of credit described in this Agreement is accurate as of October 2023. This information may have changed after that date. To find out what may have changed, call us at 1-800-643-8278

## ARBITRATION AGREEMENT

**Binding Arbitration.** You and Wells Fargo Bank, N.A. (the "Bank"), including the Bank's assignees, agents, employees, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors and successors, agree that if a Dispute (as defined below) arises between you and the Bank, upon demand by either you or the Bank, the Dispute shall be resolved by the following arbitration process. However, the Bank shall not initiate an arbitration to collect a consumer debt, but reserves the right to arbitrate all other disputes with its consumer customers. A "Dispute" is any unresolved disagreement between you and the Bank. It includes any disagreement relating in any way to your Credit Card Account ("Account") or related services. It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law and equitable claims. A Dispute also includes any disagreements about the meaning or application of this Arbitration Agreement. This Arbitration Agreement shall survive the payment or closure of your Account. **You understand and agree that you and the Bank are waiving the right to a jury trial or trial before a judge in a public court.** As the sole exception to this Arbitration Agreement, you and the Bank retain the right to pursue in small claims court any Dispute that is within that court's jurisdiction. If either you or the Bank fails to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

**Arbitration Procedure; Severability.** Either you or the Bank may submit a Dispute to binding arbitration at any time notwithstanding that a lawsuit or other proceeding has been previously commenced. **Neither you nor the Bank shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in a private attorney general capacity.** Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (AAA), or such other administrator as you and the Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrator(s) must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. You and the Bank (the "Parties") agree that in this relationship: (1) The Parties are participating in transactions involving interstate commerce; and (2) This Arbitration Agreement and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws of the state of South Dakota. If any of the provisions of this Arbitration Agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire Arbitration Agreement shall be unenforceable.

**Rights Preserved.** This Arbitration Agreement does not prohibit the Parties from exercising any lawful rights or using other available remedies to preserve, foreclose or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction. Any statute of limitations applicable to any Dispute applies to any arbitration between the Parties. The provisions of this Arbitration Agreement shall survive termination, amendment or expiration of the Account or any other relationship between you and the Bank.

**Fees and Expenses of Arbitration.** Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state in which you opened your Account limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. We will pay any costs that are required to be paid by us under the Arbitration Administrator's rules and procedures, and subject to applicable law. If the arbitrator rules in your favor on any claim presented, we will reimburse you for arbitration filing fees you have paid up to \$700.00. Unless applicable law states otherwise, each party will pay their own attorney, expert, and witness fees. This rule applies no matter which party wins arbitration.

**Military Lending Act.** The Arbitration Agreement does not apply to you if you are covered by the Military Lending Act nor do any provisions that waive any right to legal recourse under any state or federal law to the extent required by the Military Lending Act. Please see The Military Lending Act Notice in the Agreement for more information.