DILLARD'S AMERICAN EXPRESS® CREDIT CARD AND DILLARD'S CREDIT CARD

Important Terms of Your Credit Card Account

Interest Rates and Interest Charges		
	Dillard's American Express Card	Dillard's Credit Card
Annual Percentage Rate (APR) for Purchases	9.99%, 12.99%, 21.99% or 24.99%, based on your creditworthiness. This APR will vary with the market based on the U.S. Prime Rate.	22.99% or 24.99% , based on your creditworthiness. This APR will vary with the market based on the U.S. Prime Rate.
APR for Cash	26.99%	Not applicable.
Advances	This APR will vary with the market based on the U.S. Prime Rate.	
Paying Interest	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. We will begin charging interest on cash advances on the transaction date.	of each billing cycle. We will not charge you any interest on purchases if you pay your entire
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.	If you are charged interest, the charge will be no less than \$1.00.
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 .	applying for or using a credit card, visit the
Fees		
Annual Fee	None	None
• Cash Advance	Either \$10.00 or 4% of the amount of each cash advance, whichever is greater.	
• Foreign Currency Conversion	3% of each transaction converted to U.S. dollars	Not applicable.
Penalty Fees • Late Payment	Up to \$37.00	Up to \$37.00

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 Penalty Fees: The fee will be the lesser of the Total Minimum Payment Due or \$26.00. For any subsequent event within a rolling six billing cycle period, the fee will be the lesser of the Total Minimum Payment Due or \$37.00.

How We Will Calculate Your Variable APRs: The APRs used to figure interest for purchases on your Account are figured by adding a margin of 6.74 to 21.74 percentage points to the U.S. Prime Rate for that Billing Cycle. The APR used to figure interest for cash advances is figured by adding a margin of 23.74 percentage points to the U.S. Prime Rate. These rates vary 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 April 2015. This information may have changed after that date. To find out what may have changed, call us at 1-866-834-6294.

You may not qualify for the lowest APRs disclosed above. The APRs applicable to your Account will be determined by our review of your credit report, information you provide on your application, and other relevant information available to us.

DILLARD'S AMERICAN EXPRESS® CREDIT CARD AGREEMENT

Notice to California Cardholders

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.

Lea la sección titulada CERTIFICACIÓN DE INTÉRPRETE antes de utilizar su Cuenta.

請您在使用您的帳戶之前閱讀標題為「翻譯員認證」的章節。

계좌를 사용하시기 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 TAGAPAGSALING-WIKA 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. If you have a joint Account, each of you is bound by 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 each account holder, whether primary or joint ("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

DEFINITIONS.	
Billing Cycle	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.
Card	The credit card we may issue to use your Account.
Important Terms of Your Credit Card Account	A summary of your Account's Annual Percentage Rates ("APRs"), fees and other important information.
New Balance	The Outstanding Balance as of a statement closing date.
Outstanding Balance	The sum of all unpaid amounts, including purchases, cash advances, interest, fees and any other amounts that you may owe us.
Payment Address	The address where you mail your payment. It is located on your Payment Stub.
Payment Due Date	The date the Total Minimum Payment Due is due to us. It is shown on your statement.
Payment Stub	The portion of your statement that is to be returned with your payment.
Sales Slip	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 and cash advances:

- Purchases. You may use your Account for purchases from Dillard's locations, including Dillard's website, and from any merchant that accepts American Express Cards. 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).
- Cash Advances. If we allow you to take cash advances, they will be part of your
 cash advance balance. You may take a cash advance by presenting your Card at a
 participating bank or Automated Teller Machine ("ATM"). There may be limits on the
 amount and frequency of advances.

You promise that you will use your Account only for lawful personal, family or household purposes. In addition, we reserve the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business. American Express Cards are not presently accepted for the purchase of bets, lottery tickets or casino gaming chips. We are not responsible if anyone does not allow you to use your Account.

PROMISE TO PAY. When you use your Account, or let someone else use it, you promise to pay the total amount of the purchase or cash advance, 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.
- Cash Advance Fee. This fee may be charged when you take a cash advance. This fee
 will be charged to your cash advance balance.
- Foreign Transaction Fee. We will charge this fee for purchases you make in currencies
 other than U.S. dollars and/or in a country other than the U.S., whether or not the
 transaction was in a foreign currency. This fee will be charged to your regular balance.

Currency Conversion. If you make a transaction with your Account in a currency other than U.S. dollars, American Express will convert the transaction amount into U.S. dollars. Unless a specific rate is required by applicable law, American Express will choose a conversion rate that is acceptable to them for that date. The rate American Express uses to make conversions from transactions in foreign currencies to U.S. dollars is no greater than the highest official rate published by a government agency or the highest interbank rate from customary banking sources on the conversion date or business day prior to the day on which the transactions are processed by American Express or American Express' agents, which rates may differ from the rates in effect on the transaction date. Charges converted by third parties will be converted at their rates. American Express charges a commission of 1% on transactions you make with your Account in currencies other than U.S. dollars, and in U.S. dollars outside the U.S. (including charges made from websites outside the U.S.), but never on the same transaction. We charge a fee for each transaction that you make in a country other than the United States, whether or not the transaction was in a foreign currency. This fee will be equal to 2% of the dollar amount of the foreign transaction.

INTEREST RATES. The daily periodic rates and corresponding 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, cash advance or interest charge on the date the purchase, cash advance 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, you can avoid interest on any portion of a purchase balance shown on your current statement that you pay by the Payment Due Date if the balance shown on your previous statement was zero or was paid in full by the Payment Due Date. You cannot avoid interest on cash advances.

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, cash advance 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 and cash advances. 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) \$26.00 (or \$37.00 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. cutoff 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.

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

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: 1-866-834-6294 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.

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).

The credit card program is issued and administered by Wells Fargo Bank, N.A. pursuant to a license from American Express. American Express is a federally registered service mark of American Express.

NOTICE: Please also see section titled "The following information applies to the Dillard's American Express® Credit Card Agreement and the Dillard's Credit Card Agreement" for important information.

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.

Lea la sección titulada CERTIFICACIÓN DE INTÉRPRETE antes de utilizar su Cuenta.

請您在使用您的帳戶之前閱讀標題為「翻譯員認證」的章節。

계좌를 사용하시기 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 muc của mình.

Basahin ang seksiyong may pamagat na SERTIPIKASYON NG TAGAPAGSALING-WIKA 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. If you have a joint Account, each of you is bound by 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 each account holder, whether primary or joint ("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

DEFINITIONS.	
Billing Cycle	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.
Card	The credit card we may issue to use your Account.
Important Terms of Your Credit Card Account	A summary of your Account's Annual Percentage Rates ("APRs"), fees and other important information.
New Balance	The Outstanding Balance as of a statement closing date.
Outstanding Balance	The sum of all unpaid amounts, including purchases, interest, fees and any other amounts that you may owe us.
Payment Address	The address where you mail your payment. It is located on your Payment Stub.
Payment Due Date	The date the Total Minimum Payment Due is due to us. It is shown on your statement.
Payment Stub	The portion of your statement that is to be returned with your payment.
Sales Slip	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 and corresponding 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, you can avoid interest on any portion of a purchase balance shown on your current statement that you pay by the Payment Due Date if the balance shown on your previous statement was zero or was paid in full by the Payment Due Date.

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 \div 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) \$26.00 (or \$37.00 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. cutoff 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.

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

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.

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).

NOTICE: Please also see section titled "The following information applies to the Dillard's American Express® Credit Card Agreement and the Dillard's Credit Card Agreement" for important information.

THE FOLLOWING INFORMATION APPLIES TO THE DILLARD'S AMERICAN EXPRESS® CREDIT CARD AGREEMENT AND THE DILLARD'S CREDIT CARD AGREEMENT

Other Information

CONTACTING YOU. 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 means and any contact information related to your Account. This may include automated dialing devices, prerecorded/artificial voice messages, mail, e-mail, text messages and calls to your mobile, wireless or similar device. 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). If you have a joint account, a notice to one of you will serve as a notice to both of you.

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

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. This Agreement is governed by federal law and to the extent applicable, South Dakota law, no matter where you live or use 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 AND CREDIT REPORTING. 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. We may report information regarding your Account to consumer reporting agencies.

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.

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 DE 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

y analizado este Contrato con su intérprete, y que usted y su intérprete han tenido la oportunidad de analizar con nosotros 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 analizar con nosotros los términos y condiciones de su Cuenta, y no es un empleado ni ofrece sus servicios a través del Comerciante; (3) Usted entiende y acepta los términos y condiciones contenidos en estos documentos adjuntos tal como se encuentran redactados.

翻譯員認證。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翻譯員討論過本協議,並且您和您的翻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)您的翻譯員至少年滿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 적용됩니다. 신용카드 신청서에 서명하시고, 회원님께 발급된 신용카드 또는 관련 계좌를 사용하거나 수락하시는 것은 회원님께서 (1) 본 계약서를 수령하고 그 내용을 담당 통역사와 함께 검토했으며 회원님과 담당 통역사는 동봉된 문서에 기재된 약관의 내용을 당사와 함께 논의할 기회를 부여받았고, (2) 담당 통역사는 18세 이상이며 회원님 계좌의 약관에 관해 당사와 논의할 때 회원님께서 사용하기로 선택하신 언어와 영어 모두에 능통한 사람이고 Wells Fargo Bank, N.A.(미국)에서 채용하거나 알선한 인력이 아니며, (3) 이 동봉된 문서에 기록된 약관의 내용을 회원님께서 이해하고 그에 동의했음을 Wells Fargo Bank, N.A.(미국) 측에 증명하신다는 의미입니다.

XÁC NHẬN VỀ THÔNG DỊCH VIÊN. PHẦN XÁC NHẬN NÀY ĐƯỢC ÁP DỤNG NỀU QUÝ VỊ ĐÃ CHỌN THẢO LUẬN VỀ VIỆC MỞ TRƯƠNG MỤC TẠI NGÂN HÀNG CHÚNG TÔI BẰNG TIẾNG TÂY BAN NHA, TRUNG QUỐC, HÀN QUỐC, VIỆT NAM HOẶC TAGALOG. Với việc ký đơn xin cấp thẻ tín dụng, sử dụng hay nếu không thì chấp nhận Thẻ này hay Trương mục liên quan được cấp cho quý vị, quý vị xác nhận với Wells Fargo Bank, N.A. (chúng tôi) rằng: (1) Quý vị đã nhận được và thảo luận với thông dịch viên của mình về Thỏa thuận này, và quý vị cũng như thông dịch viên đều đã có cơ hội trao đổi với chúng tôi về các điều khoản và điều kiện ghi trong những tài liệu đính kèm này; (2) Thông dịch viên của quý vị phải từ 18 tuổi trở lên, thông thạo cả tiếng Anh cũng như ngôn ngữ mà quý vị đã chọn sử dụng để trao đổi với chúng tôi về các điều khoản và điều kiện của Trương mục, và không phải là nhân viên của Bên bán hoặc được Bên bán giới thiệu; (3) Quý vị hiểu và đồng ý với nguyên văn nội dung của các điều khoản và điều kiện được ghi trong những tài liệu đính kèm này.

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, pinatototohanan 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 sinasang-ayunan mo ang mga tuntunin at kundisyong nakasaad sa mga nakalakip na dokumentong ito ayon sa nakasulat.

Notices

IN CA: A married applicant may apply for a separate account. After credit approval, each applicant will have the right to use this Account to the extent of any limit set by us, and may be liable for all amounts extended under this Account to any joint applicant.

IN NJ: 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 NY, RI & VT: A consumer report may be requested in connection with this application or any update, renewal or extension of any credit granted as a result of this application. Upon your request, you will be informed whether a report was obtained, and if so, of the name and address of the consumer report agency. You consent to our obtaining of such reports by signing or otherwise submitting a credit application.

IN OH: 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 WI: If you are applying either individually or jointly with someone other than your spouse, 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.

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:

- 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:

- 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.)
- 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.

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. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. 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. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.



FACTS	WHAT DOES WELLS FARGO DO WITH YOUR DILLARD'S CREDIT CARD PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and employment information account balances and transaction history credit history and income
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wells Fargo chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Wells Fargo share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — with service providers we use to offer our products and services to you (please see below to limit the ways in which we contact you)	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	■ Call 1-855-515-5494 — our menu will prompt you through your choices Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
To limit direct marketing	■ To limit our direct marketing to you by mail or telephone, call 1-855-515-5494 — our menu will prompt you through your choices Please note: A Do Not Call election is effective for five years (or while you are an active consumer customer, if longer). The Do Not Mail election is effective for three years. You may continue to receive marketing information in regular account mailings and statements, when you visit us online or at an ATM. You may also be contacted to service your account or participate in surveys.
Questions?	Call 1-800-TO-WELLS (1-800-869-3557) or go to wellsfargo.com/privacy_security

Who we are	
	Wells Fargo Bank, N.A. This notice applies to Dillard's Credit Card Accounts and Dillard's American Express Card Accounts. Other Wells Fargo accounts are covered by a different privacy notice received in connection with those accounts.

What we do	
How does Wells Fargo protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information visit wellsfargo.com/privacy_security
	We collect your personal information, for example, when you: ■ open an account or provide employment information ■ apply for a loan or use your credit or debit card ■ give us your income information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: ■ sharing for affiliates' everyday business purposes — information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	 If you limit sharing with affiliates, your choices will apply individually unless you tell us otherwise. Any account holder may express a privacy preference on behalf of the other joint account holders If you limit sharing with nonaffiliates, your choices will apply to everyone on your account

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates include financial companies with Wells Fargo in their name such as Wells Fargo Insurance, Inc., and Wells Fargo Advisors, LLC
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. Nonaffiliates we share with can include the retailer named on your account, its affiliates, and its service providers
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ Wells Fargo doesn't jointly market

Other important information

Important Notice about Credit Reporting: We may report information about your account(s) to credit bureaus and/or consumer reporting agencies. Late payments, missed payments, or other defaults on your account(s) may be reflected in your credit report and/or consumer report.

Do Not Call Policy. This Privacy Notice constitutes Wells Fargo's Do Not Call Policy under the Telephone Consumer Protection Act for all consumers. Wells Fargo maintains an internal Do Not Call preference list. Do Not Call requests will be honored within 30 days and will be effective for at least five years from the date of request. No telemarketing calls will be made to residential or cellular phone numbers that appear on the Wells Fargo Do Not Call list.

Nevada Residents: We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by following the directions in the *To limit direct marketing* section. For more information contact us at 1-800-869-3557; nevadanoticeinfo@wellsfargo.com, or Wells Fargo, P.O. Box 5277, Sioux Falls, SD 57117-5277. Or contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; 702-486-3132; BCPINFO@ag.state.nv.us.

State Law: We follow state law if state law provides you with additional privacy protections. For example, we automatically treat customers with a Vermont mailing address as having limited our sharing with affiliates and nonaffiliates, unless you give us authorization for such sharing.

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Dillard's Rewards Program ("Rewards Program") Terms and Conditions ("Terms")

- Section 1: Definitions
- Section 2: Agreement
- Section 3: Earning Rewards Points
- Section 4: Selection of Reward
- Section 5: Rewards Certificates
- Section 6: Shopping Passes
- Section 7: General Terms
- Section 8: Dillard's Elite Program
- Section 9: Governing Law
- Section 10: Arbitration Disclosure
- 1. **Definitions.** The terms below have the following meanings:
 - "Account" means either a Dillard's Credit Card or Dillard's American Express® Card* issued by Wells Fargo Bank, N.A. ("Wells Fargo", "We", "Our", and "Us").
 - "Billing Cycle" is the interval between statements for Your Account.
 - "Employees" means any employee, officer or director of Dillard's, Inc. ("Dillard's") and its affiliates.
 - "Net Purchases" means purchases charged to Your Account minus returns and adjustments.
 - "You" and "Your" means each person that has an Account.
- **2. Agreement.** These Terms govern Your use of the Rewards Program. You agree to these Terms by participating in the Rewards Program. We may share Account information with Dillard's for purposes of administering or servicing the Rewards Program. Wells Fargo or Dillard's may contact You using any contact information You provide for purposes of servicing the Rewards Program.
- **3. Earning Rewards Points.** You must make purchases with Your Dillard's Credit Card or Dillard's American Express Card to earn points ("Rewards Points"). The Rewards Program is automatically available for Your Account (except Employees) if it is open and not more than two payments past due at the time Rewards Points are earned, at the time Shopping Passes and/or a Rewards Certificates are issued, or at the time Shopping Passes and/or Rewards Certificates are redeemed.

Dillard's Credit Card Cardmembers and Dillard's American Express Cardmembers will earn two Rewards Points for every dollar in Net Purchases charged to Your Account, rounded up to the nearest whole dollar, at Dillard's locations nationwide, by phone through Dillard's, through Dillard's catalogs and dillards.com.

Dillard's American Express Cardmembers will also earn:

- Two Rewards Points for every dollar in Net Purchases charged to Your Account, rounded up to the nearest whole dollar, at gas stations located in the United States (whose merchant categories for American Express are classified as gas stations or automated fuel dispensers). (Gas purchases at warehouse/membership clubs, grocery stores, car washes, auto repair stores and superstores that sell gasoline may not be coded as gas stations or automated fuel dispensers.);
- Two Rewards Points for every dollar in Net Purchases charged to Your Account, rounded up to the nearest whole dollar, at supermarkets and grocery stores located in the United States (whose merchant category for American Express is classified as supermarkets or grocery stores). (Purchases at superstores and warehouse clubs may not be coded as supermarkets.); and
- One Rewards Point for every dollar in Net Purchases charged to Your Account, rounded up to the nearest whole dollar, at any other merchant or service accepting American Express.

We do not have the ability to control how a merchant is classified and therefore reserve the right to determine which purchases qualify for two Rewards Points. You may not earn two Rewards Points for gas station, supermarket and grocery store purchases made through a third-party payment account or on an online marketplace (with multiple retailers). You may not earn two Rewards Points for gas station, supermarket and grocery store purchases if the merchant submits the purchase using a mobile or wireless card reader or if You use a mobile or digital wallet. Cash advances, interest charges, fees, and cash equivalents such as money orders and traveler's checks do not qualify for Rewards Points. Rewards Points will be calculated each Billing Cycle. Rewards Point activity will be detailed on Your statement. Dillard's Credit Card Cardmembers and Dillard's American Express Cardmembers will receive a \$10 Rewards Certificate or 10% Off Shopping Pass when 1,500 Rewards Points are earned, with a limit of four Rewards Certificates or one Shopping Pass per Billing Cycle. There will be a maximum of 48 Rewards Certificates or 12 Shopping Passes issued per Account per calendar year. Rewards Points earned which have not been used toward the issuance of a Rewards Certificate or Shopping Pass will expire at the end of the 12th month after such Rewards Points are earned. Rewards Points are redeemed on a first-in first-out basis.

4. Selection of Reward. To make Your choice between a Rewards Certificate or Shopping Pass, call the customer service number shown on Your statement. If You don't make a choice You will automatically be enrolled to receive the 10% Off Shopping Pass. Your reward selection will remain until You choose to change it. You may change as often as You like. Please allow up to two Billing Cycles for Your rewards choice to become effective. You will receive a Rewards Certificate or Shopping Pass will be issued within one to two Billing Cycles after Your net Rewards Points balance equals the required amount of Rewards Points as stated above.

- 5. Rewards Certificates. Rewards Certificates must be presented at time of purchase for every eligible transaction and the discount will be taken at the time of the transaction. You may redeem Your Rewards Certificate only at Dillard's store locations, on dillards.com purchases, by phone through Dillard's or on purchases made through Dillard's catalogs by the expiration date shown on the Rewards Certificate. Rewards Certificates may only be redeemed toward purchases charged to Your Dillard's Credit Card or Dillard's American Express Card and are only valid on the Account to which the Rewards Certificate was issued. You can redeem multiple Rewards Certificates on a single eligible transaction. The value of the purchase must be equal to, or greater than, the value of the Rewards Certificate. If the value of a purchase is less than the value of the Rewards Certificate, then any remaining balance will be forfeited. Rewards Certificates will not be reissued or refunded if purchased merchandise is returned to Dillard's. Rewards Certificates will not be replaced if expired, lost or stolen and are void if copied, altered or defaced. Rewards Certificates cannot be used for prior purchases, credited to an Account, redeemed for cash, or used for purchasing gift cards. Additional restrictions may apply as stated on Your Rewards Certificate.
- 6. Shopping Passes. Shopping Passes are valid for a 10% discount on one calendar day's purchases made at Dillard's with Your Dillard's Credit Card or Dillard's American Express Card. Shopping Passes must be presented at time of purchase for every eligible transaction and the discount will be taken at the time of the transaction. You may redeem Your Shopping Pass only at Dillard's store locations, on dillards. com purchases, by phone through Dillard's or on purchases made through Dillard's catalogs by the expiration date shown on the Shopping Pass. Shopping Passes may only be redeemed toward purchases charged to Your Dillard's Credit Card or Dillard's American Express Card and are only valid on the Account to which the Shopping Pass was issued. You cannot redeem multiple Shopping Passes on a single day. Shopping Passes cannot be combined with any percentage-off coupons. Shopping Passes will not be reissued or refunded if purchased merchandise is returned to Dillard's. Shopping Passes will not be replaced if expired, lost or stolen and are void if copied, altered or defaced. Shopping Passes cannot be used for prior purchases, credited to an Account, redeemed for cash or used for purchasing gift cards. Additional restrictions may apply as stated on Your Shopping Pass.
- 7. General Terms. We reserve the right to amend, cancel, or temporarily suspend the Rewards Program, in whole or in part, or change any of the Terms, at any time and for any reason, which may result in the decrease of redemption value or cancellation or forfeiture of Rewards Points not yet redeemed. We will give you advance written notice of material changes to the Terms or Rewards Program. We reserve the right to remove any person from the Rewards Program in the event of suspected fraud or abuse of the Rewards Program privileges or a violation of these Terms, as determined solely by Us. We reserve the right to delay or not enforce any of Our rights under the Rewards Program without waiving or losing Our rights to enforce them later.

You acknowledge that Rewards Points and any Rewards Certificate or Shopping Passes issued are purely promotional. Unless and until You redeem the Rewards Certificate or Shopping Pass at Dillard's, You have no right, title, or interest in the Rewards Certificate or Shopping Pass. Dillard's may decline to accept a Rewards Certificate or Shopping Pass if the Rewards Program or Your participation in the Rewards Program has been cancelled, terminated or suspended. Rewards Points will be forfeited if Your Account is closed for any reason. Rewards Points, including those forfeited as a result of Account or Rewards Program closure, violation of these Terms, or misuse of the Rewards Program are not Your property and have no cash value.

Shopping Passes and Rewards Certificates are not "gift certificates", have no cash value and are not intended for gift-giving purposes. Shopping Passes and Rewards Certificates are not transferable and must be used by the expiration date printed on the Shopping Pass or Rewards Certificate. All returns of purchases made using a Shopping Pass or Rewards Certificate are subject to Dillard's return policies. We reserve the right to cancel or substitute Rewards Certificate or Shopping Passes if printing or system error occurs.

Rewards Points, Shopping Passes and Rewards Certificates may not be valid where restricted by law. These Terms are void where prohibited by law.

- **8. Dillard's Elite Program.** Dillard's Credit Card Cardmembers and Dillard's American Express Cardmembers (except for Employees) may qualify for Elite status. You will qualify for Elite status if You: (a) make Net Purchases of \$2,000 or more with Your Dillard's Credit Card or Dillard's American Express Card in a calendar year and (b) keep Your Account open and not more than two payments past due. We will notify You once You meet these criteria, and You will automatically begin to receive additional Elite Cardmember benefits. You will be advised of Elite benefits that are available when You qualify for them. You must make Net Purchases of \$2,000 or more with Your Dillard's Credit Card or Dillard's American Express Card each calendar year in order to maintain Your qualification for Elite status. The Elite Program may be changed or terminated at any time.
- **9. Governing Law.** These Terms are governed by federal law and to the extent applicable, South Dakota law.
- **10. Arbitration Disclosure.** These Terms are made part of your Agreement with Wells Fargo Bank, N.A. and any arbitration provisions listed will apply to these Terms.

*The Dillard's American Express® Card is issued and administered by Wells Fargo Bank, N.A.

This credit card program is issued and administered by Wells Fargo Bank, N.A., pursuant to a license from American Express. American Express is a federally registered service mark of American Express.