

NORDSTROM CARD SERVICES DIGITAL WALLET TERMS OF USE

[Spanish-language version](#)

These Terms of Use ("Terms") govern your use of any debit card issued by Nordstrom Card Services, Inc. ("Payment Card") when you add, attempt to add, or keep a Payment Card in a digital wallet including, but not limited to, Apple Wallet and any other electronic payment system into which your Payment Card may be enrolled by you ("Digital Wallet") on any mobile phone, tablet, watch, or other device ("Device") that supports the Digital Wallet. **These Terms are a legal agreement, so please read them carefully.** The words "you" and "your" mean a Nordstrom debit cardholder or authorized user, and the words "we," "us," and "our" mean Nordstrom Card Services.

1. Your Nordstrom Card Services Agreement Still Applies

Your Payment Card is governed by the Nordstrom Card Services Debit Card Agreement ("Agreement"), including any attachments, which are amended by these Terms. The Agreement may describe, for example, the applicable fees, interest, and other rights and obligations that apply when you use your Payment Card. The Agreement still applies when using your Payment Card in a Digital Wallet. In the event of any conflict between these Terms and the Agreement, the terms and conditions of the Agreement will control. Your use of a Digital Wallet will also be subject to agreements or terms of use with the relevant Digital Wallet provider ("Digital Wallet Provider") or other third parties such as wireless companies or data service providers.

2. Using a Payment Card in a Digital Wallet

If you want to add a Payment Card to a Digital Wallet, you must follow the procedures adopted by the Digital Wallet Provider and any further procedures we may adopt. Not all Payment Cards are eligible to be added to a Digital Wallet. We may not add a Payment Card to a Digital Wallet if we cannot authenticate the Payment Card or if we otherwise suspect there may be fraud associated with the Payment Card. A Digital Wallet allows you to make purchases using an added Payment Card wherever the Digital Wallet is accepted. A Digital Wallet may not be accepted outside of the United States or at all places where your Payment Card is accepted.

3. Applicable Fees

We do not charge you any fees for adding a Payment Card to a Digital Wallet. Please consult the Agreement for any applicable fees, interest, or other charges associated with your Payment Card. In addition, the Digital Wallet Provider or other third parties, such as wireless companies or data service providers, may charge you service fees in connection with your use of your Device or Digital Wallet.

4. We Are Not Responsible for the Use or Function of the Digital Wallet

We are not the provider of any Digital Wallet and are not responsible for its use and function. We are only responsible for the Payment Card. You should contact the Digital Wallet Provider's customer service if you have questions about how to use a Digital Wallet or problems with a Digital Wallet. **We are not responsible for any failure of a Digital Wallet or your inability to use a Digital Wallet for any transaction. We**

are also not responsible for any loss, injury, or inconvenience you suffer as a result of a merchant refusing to accept a Digital Wallet.

5. Your Responsibilities to Keep Your Payment Card Secure and Notify Us of Errors or Fraud

You agree to protect and keep confidential your User ID, passwords, and all other information required for you to make purchases with your Payment Card using a Digital Wallet. If you share these credentials with others, they may be able to access your Digital Wallet and make purchases with your Payment Card or obtain your personal information. The Agreement requires you to contact us promptly if you believe there are errors or if you suspect fraud with your Payment Card. We will resolve any potential error or fraudulent purchase in accordance with the Agreement. We will not be liable for any losses you incur except as specifically described in the Agreement or as otherwise provided by law.

6. Security of the Digital Wallet

In addition to your efforts to keep your credentials secure, we take what we believe to be reasonable steps designed to help secure information we send to others from your use of a Payment Card in a Digital Wallet. However, the Digital Wallet Provider is responsible for the security of information provided to it or stored in the Digital Wallet. **We do not guarantee security and we are not responsible if there is a security breach affecting any information stored in a Digital Wallet or sent from a Digital Wallet.**

7. We Can Block, Suspend, or Cancel Your Use of a Payment Card

We can block you from adding an otherwise eligible Payment Card to a Digital Wallet, suspend your ability to use a Payment Card to make purchases using a Digital Wallet, or cancel entirely your ability to continue using a Payment Card in a Digital Wallet. **We may take these actions at any time and for any reason,** such as if we suspect fraud with your Payment Card, if your account is past due, if applicable laws change, or if directed to do so by the Digital Wallet Provider or the applicable card network. You may remove a Payment Card from a Digital Wallet by following the Digital Wallet Provider's procedures for removal.

8. Your Privacy

We respect your privacy as set forth in the Nordstrom Card Services Privacy Notice. We will treat personally identifiable financial information we obtain as a result of your use of the Digital Wallet consistent with the terms of the Nordstrom Card Services Privacy Notice. The Digital Wallet Provider may use your information for different purposes, so please review carefully the portion of the Digital Wallet Provider's agreements and disclosures relating to how it uses your information. You agree that we may exchange information about you with the Digital Wallet Provider and the applicable card network to facilitate any purchase you initiate using a Payment Card. We may also share your information to make information available to you in the Digital Wallet about your Payment Card transactions, or to assist the Digital Wallet Provider in improving the Digital Wallet. **We are not responsible for any loss, injury, or other harm you suffer in connection with the Digital Wallet Provider's use of your information. By provisioning your Payment Card to the Digital Wallet, you are changing your information use and sharing choices to allow all such sharing.**

9. Use of Your Feedback

To the extent you provide any ideas, requests, feedback, reports, suggestions, recommendations, or other information to us in writing, orally, by demonstration, or otherwise regarding your use of a Digital Wallet, you hereby grant to us a fully paid-up, perpetual, irrevocable, worldwide license to use, reproduce, incorporate, modify, display, perform, sell, make or have made derivative works of, distribute (directly or indirectly), and sublicense such feedback in connection with our products and services or otherwise.

10. You Agree to Us Contacting You Electronically

You agree to receive electronic communications from us, including emails to the email address you have provided in connection with your Payment Card account. You agree to update your email address when it changes by contacting us using the contact information in the Agreement. You may also contact us if you wish to withdraw your consent to receive these electronic communications, but doing so may result in your inability to continue using your Payment Card in the Digital Wallet.

11. One-Time Passcode

You may be required to further authenticate your identity when adding your card to a Digital Wallet by receiving a One-Time Passcode via email or text message. The Nordstrom One-Time Passcode program will manage sending the passcode. If you select to receive the passcode via text message, message and data rates may apply from your carrier.

12. Disclaimer, Limitation of Liability and Indemnification

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, YOUR USE OF YOUR PAYMENT CARD WITH ANY DIGITAL WALLET AND/OR YOUR USE OF ANY DIGITAL WALLET ARE PROVIDED ON AN "AS IS" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, CONFIDENTIALITY, SECURITY, OR PRIVACY. WE DO NOT WARRANT THAT YOUR USE OF YOUR PAYMENT CARD WITH ANY DIGITAL WALLET AND/OR USE OF ANY DIGITAL WALLET WILL BE UNINTERRUPTED OR ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS.

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL WE, OUR DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY DIGITAL WALLET, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THESE TERMS OF USE SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OUR OR OUR SUPPLIERS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS US, OUR DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, REPRESENTATIVES, DISTRIBUTORS, AND VENDORS FROM AND AGAINST

ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING OR ARISING OUT OF YOUR USE OF ANY DIGITAL WALLET OR BREACH OF ANY OF THESE TERMS.

CERTAIN PROVISIONS OF THE FOREGOING PARAGRAPH MAY NOT APPLY IN JURISDICTIONS WHERE PROHIBITED BY LAW.

13. Governing Law

These Terms, your use of any Digital Wallet, and any claim, dispute, or controversy arising from or relating to these Terms are governed by and construed in accordance with United States federal law and the laws of the state of Colorado (without regard to any Colorado conflict of law principles).

14. We May Change These Terms at Any Time

We may change these Terms at any time by changing these Terms or the Agreement, and we will provide advance notice of these changes if we are required to do so under applicable laws. You agree to any such changes by continuing to keep a Payment Card in a Digital Wallet. The date of the most recent change to these Terms is shown below. If you do not accept a change to these Terms, you must remove all Payment Cards from all Digital Wallets.

15. Questions?

If you have any questions, disputes, or complaints about a Digital Wallet, you should contact the Digital Wallet Provider. If you have any questions, disputes, or complaints about your Payment Card, you should contact us by referring to the contact information in the Agreement.