

NORDSTROM CARD SERVICES DEBIT CARD AGREEMENT; CONSUMER DISCLOSURES

In this Nordstrom Card Services Debit Card Agreement; Consumer Disclosures the term **“Nordstrom Card Services”** includes its successors and assignees. Throughout, the Nordstrom Card Services Debit Card Agreement; Consumer Disclosures, together with the “Nordstrom Debit Card Error Resolution Notice,” collectively will be referred to as the “Agreement.” As used in the Agreement, the terms **“I,” “my,”** and **“me”** mean each person who has signed or otherwise submitted an application or other forms when opening or requesting a Nordstrom Card Services debit card (the “Nordstrom debit card”), and each person who is liable to pay Nordstrom Card Services for amounts due to use of the Nordstrom debit card. By applying for and using a Nordstrom debit card, you acknowledge and agree that you are providing, and you direct the recipient to provide, information from your application (and updates you provide to this information) to both Nordstrom Card Services for its lawful business purposes, and to Nordstrom, Inc. (“Nordstrom”) for its retail purposes.

1. ACCEPTANCE OF AGREEMENT. This Agreement governs the use of my Nordstrom debit card. I have read and kept this Agreement for my records. The application I signed or otherwise submitted (including the accompanying federal and state notices) and the card carrier Nordstrom Card Services sends with my Nordstrom debit card are part of and are incorporated into this Agreement. My signature on the application I submitted to Nordstrom Card Services requesting a Nordstrom debit card represents my signature on this Agreement and each use of my Nordstrom debit card confirms my agreement to the terms and conditions stated in this Agreement, as they may be amended from time to time. This Agreement begins on the earlier of the date that Nordstrom Card Services approves my application, or the date that Nordstrom Card Services allows me to use my Nordstrom debit card, as evidenced by a signed sales slip, memorandum, or otherwise. If Nordstrom Card Services approves my application and issues a Nordstrom debit card to me, I agree to pay Nordstrom Card Services all amounts owed under this Agreement.

2. CHANGE IN TERMS. Subject to the governing law (provision described below in paragraph 18 of this Agreement), (a) Nordstrom Card Services has the right to change any term of this Agreement at any time, including, without limitation, any fees, and may add or delete fees and other provisions relating to my Nordstrom debit card, and to the nature, extent and enforcement of the rights and obligations I may have under this Agreement; and (b) the change may be applied to any amount I owe Nordstrom Card Services in connection with my Nordstrom debit card at the time of the change. Subject to applicable law, Nordstrom Card Services will give me written notice before the effective date of any such change.

3. PROMISE TO PAY. I agree to pay in U.S. Dollars for all purchases and fees incurred by me or anyone I authorize or permit to use my Nordstrom debit card, even if I do not notify Nordstrom Card Services that others are using my Nordstrom debit card. All payments must be drawn on funds on deposit in the United States. If my Nordstrom debit card is a joint account, all cardmembers agree to be liable individually for the entire amount owed on the Nordstrom debit card. Nordstrom Card Services can accept late payments or partial payments or checks and money orders marked “payment in full” without losing its right to receive the full amount owing on my Nordstrom debit card or any of its other rights under this Agreement. I understand that I may pay the unpaid balance in whole, or in part, at any time. I agree to address all communications concerning disputed debts, including instruments tendered as full satisfaction of debt, to the following address: Nordstrom Card Services, PO Box 6555, Englewood, CO 80155.

4. AUTHORIZED USERS. I understand and agree that if I authorize or permit other persons to use my Nordstrom debit card, Nordstrom Card Services will be unable to determine whether any particular purchase made with my Nordstrom debit card by an authorized user was in fact authorized by me or made for my benefit, and I specifically agree that I will pay for all purchases made with my Nordstrom debit card by an authorized user, whether or not such purchases were specifically authorized by me or made for my benefit. If I want to cancel the authorized or permitted use of my Nordstrom debit card by another person, I must telephone Nordstrom Card Services at 1.866.445.0426, or provide written notification to Nordstrom Card Services at PO Box 6555, Englewood, CO 80155, and recover and destroy any such Nordstrom debit card in such person’s possession.

5. LOST OR STOLEN CARDS. If any Nordstrom debit card is lost or stolen, or if I think that someone is using my Nordstrom debit card without my permission, I will immediately telephone Nordstrom Card Services at 1.866.445.0426 or notify Nordstrom Card Services in writing at Nordstrom Card Services at PO Box 6555, Englewood, CO 80155.

6. ELECTRONIC FUNDS TRANSFER TYPES AND LIMITATIONS.

A. Electronic Funds Transfers Generally. Whenever I use (or allow someone else to use) my Nordstrom debit card, I authorize Nordstrom Card Services to initiate an electronic funds transfer for the full amount of the transaction, and any related fees (see paragraph 8, below) I may owe to Nordstrom Card Services in connection with my use of the Nordstrom debit card (hereinafter, a “Nordstrom debit card EFT”), from my designated deposit account at another financial institution (“my Deposit Account”). I understand that Nordstrom Card Services may limit the type of deposit account I may designate. I represent and warrant to Nordstrom Card Services that I am an owner of my Deposit Account and I am authorized to make withdrawals from my Deposit Account. I understand and agree that Nordstrom Card Services may aggregate multiple transactions into a single Nordstrom debit card EFT from my Deposit Account and such Nordstrom debit card EFT may occur several business days after my transaction(s) has occurred, and after the date shown on my transaction receipt(s) (if applicable). I acknowledge and agree that I shall not use my Nordstrom debit card to make purchases pursuant to this Agreement for amounts in excess of available funds I have in my Deposit Account, including, as applicable, any available overdraft line of credit I may have in connection with my Deposit Account as of the date the financial institution holding my Deposit Account receives and processes the Nordstrom debit card EFT request from Nordstrom Card Services.

Nordstrom Card Services may resubmit a Nordstrom debit card EFT request one or more times, at Nordstrom Card Services’ option and in Nordstrom Card Services’ sole discretion, if the financial institution holding my Deposit Account has not sent funds equal to the total previously requested Nordstrom debit card EFT amount.

B. Point of Sale (POS) Purchases. I may only use my Nordstrom debit card to pay for goods and services at participating Nordstrom and Nordstrom-affiliated retail stores in the United States in person, by telephone, at Nordstrom websites, and on the Nordstrom gift card website hosted by CashStar®. I understand at this time the Nordstrom debit card cannot be used to make purchases at Nordstrom stores located in Canada. If I make an exchange of an item previously purchased through my Nordstrom debit card for another item, and the purchase price of the new item is less than that of the item exchanged, my Deposit Account will be credited only for the difference in the purchase price. If the purchase price of the item is more than that of the item exchanged, Nordstrom Card Services will initiate a Nordstrom debit card EFT for the difference in the purchase price. I may be required to present my Nordstrom debit card if I wish to use it to pay for goods or services in person. At Nordstrom’s discretion, I may be allowed to make POS purchases without presenting my debit card by providing other information acceptable to Nordstrom. If I wish to use my Nordstrom debit card in connection with a telephone or Nordstrom website purchase, I may be required to provide a security code or personal identification number, in addition to the number printed on the back of my Nordstrom debit card, and/or other personal identifying information.

C. Purchase Limitations. When I use my Nordstrom debit card, I will be limited by the amount of funds in my Deposit Account and any available overdraft line of credit that I may have in connection with my Deposit Account (if applicable), as of the date the financial institution holding my Deposit Account receives and processes a Nordstrom debit card EFT request. (See also subparagraph 6.D, below, for additional transaction limitations.)

D. Other Transaction Limitations. For security reasons, and to reduce the risk of fraud, Nordstrom Card Services may limit the number of times I may use my Nordstrom debit card, and the total dollar amount of purchases that I may make with my Nordstrom debit card, during any business day and/or during any 24-hour time period. For example, Nordstrom Card Services may limit the total dollar amount of purchases I may make with my Nordstrom debit card to \$300 a day (or any higher or lower dollar amount determined by Nordstrom Card Services). For security and anti-fraud reasons, I understand and agree that the exact dollar limit on (and the limit on the number of) Nordstrom debit card EFTs in any 24-hour time period or during any business day may change from time to time without any notice to me. I understand and agree that the daily dollar limit on my Nordstrom debit card may be less than the dollar amount of available funds in my Deposit Account. I cannot use my Nordstrom debit card at an automated teller machine (ATM) or at non-participating retail stores or anywhere outside the United States.

I cannot use my Nordstrom debit card to obtain cash back in connection with a Nordstrom debit card purchase transaction. I cannot use my Nordstrom debit card to authorize recurring preauthorized payments from my Deposit Account.

7. UNPAID NORDSTROM DEBIT CARD EFTS. The financial institution holding my Deposit Account may return as unpaid a Nordstrom debit card EFT if, for example, my Deposit Account does not have sufficient available funds in it to cover the full amount of the Nordstrom debit card EFT, or my Deposit Account is closed, or for other reasons. Additionally, if I receive a

credit to my Deposit Account from Nordstrom Card Services due to a suspected Nordstrom debit card EFT error, and Nordstrom Card Services later determines there was no error, Nordstrom Card Services may deem such Nordstrom debit card EFT as unpaid. In the event a Nordstrom debit card EFT is returned and/or deemed unpaid, such funds owed to Nordstrom Card Services will become immediately due and payable to Nordstrom Card Services. I agree to pay in U.S. Dollars the full amount of the unpaid Nordstrom debit card EFT, and any applicable Returned Payment Fees, described in paragraph 8, below (collectively, the "Total Now Due"). I further acknowledge and agree that Nordstrom Card Services may suspend my use of my Nordstrom debit card until Nordstrom Card Services receives payment in full of the Total Now Due.

8. NORDSTROM DEBIT CARD FEES.

A. Returned Payment Fee. Nordstrom Card Services may charge me, and I agree to pay a \$25 Returned Payment Fee, or any lesser amount allowed by applicable law, if a Nordstrom debit card EFT is returned unpaid for any reason by the financial institution holding my Deposit Account. I authorize Nordstrom Card Services to initiate an electronic funds transfer for such Returned Payment Fee from my Deposit Account automatically, after Nordstrom Card Services receives notice of an unpaid Nordstrom debit card EFT. Nordstrom Card Services may charge me and I agree to pay a \$25 Returned Payment Fee, or any lesser amount allowed by applicable law, if any payment to Nordstrom Card Services for amounts I owe in connection with my Nordstrom debit card (such as a check, draft, or similar instrument) is uncollectible or is dishonored for any reason. Nordstrom Card Services may assess this fee the first time any one of my payment(s) is not honored or paid, even if such payment is later paid following resubmission. Nordstrom Card Services does not have to attempt to collect any payment more than once.

B. Other Fees. When I complete a Nordstrom debit card POS purchase, I may be charged a fee by the financial institution holding my Deposit Account. The financial institution holding my Deposit Account will retain this fee.

9. NORDSTROM DEBIT CARD RECEIPTS, STATEMENTS, AND TRANSACTIONAL QUESTIONS.

A. Receipts. I will receive a receipt at the time I make any POS purchase in person with my Nordstrom debit card. I may not receive receipts in connection with telephone or Nordstrom website purchases made with my Nordstrom debit card.

B. Transaction Questions. ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH MY NORDSTROM DEBIT CARD MUST BE DIRECTED TO NORDSTROM CARD SERVICES, AND NOT TO THE FINANCIAL INSTITUTION HOLDING MY DEPOSIT ACCOUNT. Nordstrom Card Services is responsible for the Nordstrom debit card and for resolving any errors in transactions made with the Nordstrom debit card. Nordstrom Card Services will not send me a periodic statement listing transactions that I make using my Nordstrom debit card. The transactions will appear only on the statement issued by the financial institution holding my Deposit Account. I WILL SAVE THE RECEIPTS I AM GIVEN WHEN I USE MY NORDSTROM DEBIT CARD, AND CHECK THEM AGAINST THE ACCOUNT STATEMENT I RECEIVE FROM MY FINANCIAL INSTITUTION. If I have any questions about one of these transactions, I will call or write Nordstrom Card Services as described more fully in paragraph 10, below, and the "Nordstrom Debit Card Error Resolution Notice" disclosure described below.

10. UNAUTHORIZED NORDSTROM DEBIT CARD EFTS AND LOST OR STOLEN NORDSTROM DEBIT CARDS.

A. Consumer Liability. I will tell Nordstrom Card Services AT ONCE if I believe my Nordstrom debit card or Nordstrom debit card number or security code or personal identification number (if applicable) has been lost or stolen. Telephoning Nordstrom Card Services is the best way of keeping my possible losses down. I could lose all the money in my Deposit Account (plus, if applicable, my maximum overdraft line of credit) that can be accessed by the Nordstrom debit card. If I tell Nordstrom Card Services within four (4) business days, I can lose no more than \$50 if someone used my Nordstrom debit card or Nordstrom debit card number or security code or personal identification number (if applicable) without my permission. If I do NOT tell Nordstrom Card Services within four (4) business days after I learn of the loss or theft of my Nordstrom debit card or Nordstrom debit card number or security code or personal identification number (if applicable), and Nordstrom Card Services can prove that Nordstrom Card Services could have stopped someone from using my Nordstrom debit card or Nordstrom debit card number without my permission if I had told Nordstrom Card Services, I could lose as much as \$500.

Also, if I receive a statement from the financial institution holding my Deposit Account that shows Nordstrom debit card EFTs that I did not make, I must tell Nordstrom Card Services at once. If I do not tell Nordstrom Card Services within 90 days after the financial institution

mailed the statement, I may not get back any money I lost after the 90 days if Nordstrom Card Services can prove that Nordstrom Card Services could have stopped someone from taking the money if I had told Nordstrom Card Services in time. If a good reason (such as a long trip or a hospital stay) kept me from telling Nordstrom Card Services, Nordstrom Card Services will extend the time periods.

B. Contact in Event of Unauthorized Transfer. If I believe my Nordstrom debit card and/or security code or personal identification number (if applicable) has been lost or stolen, or that someone has used or may use my Nordstrom debit card without my permission, I will call Nordstrom Card Services toll-free at 1.866.445.0426, or write: Nordstrom Card Services, PO Box 6555, Englewood, CO 80155.

11. DEFAULT. Nordstrom Card Services may, at its option, declare me to be in default if I fail to comply with any provision of this Agreement, including, without limitation, if Nordstrom Card Services receives notice of an unpaid Nordstrom debit card EFT, or if I file for bankruptcy or am otherwise insolvent, or if Nordstrom Card Services determines, in its sole discretion, that the prospect of payment of what I owe in connection with my Nordstrom debit card has become significantly impaired.

If I am in default, (a) Nordstrom Card Services may terminate my Nordstrom debit card and my ability to use my Nordstrom debit card, and require that I pay the entire amount I owe in connection with my Nordstrom debit card in full, immediately, at any time, and without notice (subject to any restrictions under applicable law), even though Nordstrom Card Services did not require me to pay the entire amount I owe on any previous occasion when I was in default, and (b) I will pay all collection costs, including reasonable attorneys' fees and court costs, if Nordstrom Card Services refers what I owe in connection with my Nordstrom debit card for collection to an attorney other than a salaried employee of Nordstrom Card Services or the holder of the Nordstrom debit card, to the extent not prohibited by applicable law.

12. APPLICATION OF PAYMENTS. Unless otherwise required by applicable law, Nordstrom Card Services will apply my Nordstrom debit card EFT or other forms of payment in the following order: Returned Payment Fees; old Nordstrom debit card purchases; and new Nordstrom debit card purchases.

13. BUSINESS DAYS. For purposes of this Agreement, Nordstrom Card Services' "Business Days" are Monday through Friday, excluding Saturdays, Sundays, and federal holidays.

14. NORDSTROM CARD SERVICES' LIABILITY. If Nordstrom Card Services does not process a Nordstrom debit card EFT from my Deposit Account in a timely manner or in the correct amount according to this Agreement, Nordstrom Card Services will be liable for my losses or damages. However, there are some exceptions. Nordstrom Card Services will not be liable, for instance:

- If, through no fault of Nordstrom Card Services, I do not have enough money in my Deposit Account to cover the Nordstrom debit card EFT on the date the financial institution holding my Deposit Account receives and processes the Nordstrom debit card EFT; or
- If I have an overdraft line of credit associated with my Deposit Account, and the Nordstrom debit card EFT would go over the credit limit; or
- If the POS terminal or system used to process Nordstrom debit card EFTs was not working properly and I knew about the breakdown when I started the Nordstrom debit card purchase transaction; or
- If circumstances beyond Nordstrom Card Services' control (such as fire, flood, or power failure) prevent the processing of the Nordstrom debit card EFT, despite reasonable precautions that Nordstrom Card Services has taken; or
- There may be other exceptions stated in this Agreement.

15. CONFIDENTIALITY. Nordstrom Card Services will disclose information to third parties about my Deposit Account or the Nordstrom debit card EFTs I make:

- Where it is necessary for completing Nordstrom debit card EFTs; or
- In order to verify the existence and condition of my Deposit Account or Nordstrom debit card for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If I give Nordstrom Card Services written permission; or
- As otherwise provided in Nordstrom Card Services' Privacy Notice.

I agree to Nordstrom Card Services' collection, use, and sharing of information about my Nordstrom debit card EFTs as provided in Nordstrom Card Services' Privacy Notice, which I will receive with my Nordstrom debit card.

16. MISREPRESENTATION. In the event that any information given to Nordstrom Card Services in connection with my application or any future transaction involving my Nordstrom debit card is false or misleading, Nordstrom Card Services reserves the right to terminate this Agreement and take any and all legal action available under applicable law.

17. CANCELLATION. For any reason not prohibited by applicable law and with only such notice as is required by law, Nordstrom Card Services has the right at any time to terminate my Nordstrom debit card and this Agreement as each relates to future purchases or to limit or cancel my Nordstrom debit card privileges. I may terminate this Agreement by notifying Nordstrom Card Services in writing and destroying my Nordstrom debit card(s). Termination of this Agreement, or any limitation or cancellation of my Nordstrom debit card privileges, will not affect my liability with respect to all outstanding balances, and I will still be responsible for paying any outstanding balance or other amounts I owe Nordstrom Card Services according to the terms of this Agreement.

18. GOVERNING LAW; ENFORCEABILITY. I understand that this Agreement, each term of this Agreement, and any amendment to this Agreement 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). I agree that if a dispute arises and I file suit against Nordstrom Card Services, service of process on Nordstrom Card Services may be made only at Nordstrom Card Services' main office located at 13531 E. Caley Ave., Centennial, CO 80111. If any part of this Agreement becomes unenforceable, it will not make any other part of this Agreement unenforceable.

19. RESERVATION OF RIGHTS. Nordstrom Card Services reserves the right not to assess part or all of any fee or other amounts, or not to exercise any other of its rights under this Agreement, and, by doing so, Nordstrom Card Services will not have waived its right to assess such fee or other amounts or exercise other rights under this Agreement in the future. Nordstrom Card Services reserves the right to reject, or refuse to accept, payments or credits for any reason, including based on the frequency or amount of the transaction.

20. CREDIT REPORTING; INACCURATE INFORMATION. I hereby authorize Nordstrom Card Services at its discretion to furnish information concerning my Nordstrom debit card transactions to consumer reporting agencies and others who may properly receive such information. I may provide written notification to Nordstrom Card Services at PO Box 6555, Englewood, CO 80155, if I believe Nordstrom Card Services has information about me that is inaccurate, or that Nordstrom Card Services has reported or may report to a consumer reporting agency information about me that is inaccurate.

21. AUTHORIZATIONS. Some purchases made with my Nordstrom debit card will require Nordstrom Card Services' prior authorization, and I may be asked to provide identification. If Nordstrom Card Services' authorization system is not working, it may not be able to authorize a transaction, even if the Deposit Account accessed by my Nordstrom debit card has sufficient funds in it. Nordstrom Card Services will not be liable to me if any of these events happen. Nordstrom Card Services is not responsible for the refusal of anyone to accept or honor my Nordstrom debit card.

22. ASSIGNMENT. I may not sell, assign, or transfer my Nordstrom debit card without first obtaining Nordstrom Card Services' prior written consent. Nordstrom Card Services may assign my Nordstrom debit card and Nordstrom Card Services' rights under this Agreement without prior notice to me.

23. USE OF CARD. I understand and agree that I may use my Nordstrom debit card only for personal, family, and household purposes, and I may not use my Nordstrom debit card for any illegal purpose. Joint cardmembers shall have the right to use the Nordstrom debit card to the extent of any daily spending limits for debit cards.

24. CHANGE OF RESIDENCE. If I move, I agree to promptly notify Nordstrom Card Services of my new address.

25. TELEPHONE COMMUNICATIONS. Nordstrom Card Services treats all customer calls as confidential per Nordstrom Card Services' Privacy Notice. I agree that my telephone conversations with representatives of Nordstrom Card Services may be monitored and/or recorded for quality assurance and other appropriate purposes, unless, at the commencement of each telephone conversation, I advise the Nordstrom Card Services representative that I do not wish the call to be monitored and/or recorded. I authorize Nordstrom Card Services to make telephone calls to me or to send me text messages at any telephone number I have given to Nordstrom Card Services or from which I have telephoned Nordstrom Card Services, including, without limitation, cellular or mobile phones. I authorize Nordstrom Card Services to make such telephone calls and/or leave prerecorded messages, using automatic telephone dialing devices at any telephone number I have given to Nordstrom Card Services for any purpose related to my Nordstrom debit card.

STATE-SPECIFIC INFORMATION

Florida Residents: I agree that, should Nordstrom Card Services obtain a judgment against me, a portion of my disposable earnings may be attached or garnished (paid to Nordstrom Card Services by my employer), as provided by Florida and federal law.

New Jersey Residents: Because certain provisions of this Agreement are subject to governing law, they may be void, unenforceable, or inapplicable in some jurisdictions. None of these provisions are void, unenforceable, or inapplicable within New Jersey.

NORDSTROM DEBIT CARD

ERROR RESOLUTION NOTICE

In case of errors or questions about Nordstrom debit card EFTs:

Telephone Nordstrom Card Services toll-free at 1.866.445.0426 or write Nordstrom Card Services at:

Nordstrom Card Services
PO Box 6555
Englewood, CO 80155

as soon as you can, if you think your Nordstrom debit card statement or Nordstrom debit card receipt is wrong, or if you need more information about a Nordstrom debit card EFT listed on the statement or receipt. We must hear from you no later than 90 days after the FIRST deposit account statement from the financial institution holding your deposit account on which the problem or error appeared.

1. Tell us your name and Nordstrom debit card number.
2. Describe the error or the Nordstrom debit card EFT you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Deposit Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Deposit Account.

For errors involving POS transactions, we may take up to 90 days to investigate your complaint or question. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

CUSTOMER SERVICE

For questions or assistance, just give Nordstrom Card Services a call at 1.800.964.1800, seven days a week, 24 hours a day.

Thanks for being one of our most valued customers!

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