

**NORDSTROM BANK
CARDHOLDER AGREEMENT
CONSUMER DISCLOSURES
PRIVACY POLICY**

**PART I
GENERAL TERMS AND CONDITIONS**

In this Nordstrom Bank Cardholder Agreement; Consumer Disclosures; Privacy Policy the term “**Nordstrom Bank**” includes its successors and assignees. Nordstrom Bank is a trade name of Nordstrom fsb, a wholly owned subsidiary of Nordstrom, Inc. Throughout, the Nordstrom Bank Cardholder Agreement; Consumer Disclosures; Privacy Policy, which includes the terms and conditions governing Credit Card Accounts and Nordstrom MOD cards, together with the “Nordstrom MOD Card Error Resolution Notice,” the “Credit Card Billing Rights Notice,” and the “Nordstrom Bank Privacy Policy,” collectively will be referred to as the “Agreement.” As used in Parts I, II, and III of 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 either a Nordstrom Bank credit card account (each individually a “Nordstrom account”, “Visa Signature”, or “Platinum Visa”, and collectively, the “Credit Card Account”) or a Nordstrom Bank MOD debit card (the “Nordstrom MOD card”), as applicable, and each person who is liable to pay Nordstrom Bank for amounts owed under the Credit Card Account or due to use of the Nordstrom MOD card (as applicable). As used in Parts IV and V of the Agreement, the terms “**you**”, and “**your**” mean each person who has signed or otherwise submitted an application or other forms when opening or requesting either a Credit Card Account or a Nordstrom MOD card, as applicable, and each person who is liable to pay Nordstrom Bank for amounts owed under the Credit Card Account or due to use of the Nordstrom MOD card (as applicable) and the terms “**we**”, “**our**”, and “**us**” mean Nordstrom Bank.

Part I of this Agreement sets forth the general terms and conditions applicable to all Credit Card Accounts and Nordstrom MOD card. Part II of this Agreement sets forth the specific terms and conditions applicable to Nordstrom Bank Credit Card Accounts. Part III of this Agreement includes specific terms and conditions applicable to all Nordstrom MOD cards. Part IV of this Agreement provides consumer disclosure statements addressing Credit Card Accounts Billing Rights Summary and Nordstrom MOD Card Error Resolution Notice. The Nordstrom Bank Privacy Policy is disclosed under Part V.

1. ACCEPTANCE OF AGREEMENT. This Agreement governs the use of my Credit Card Account and/or my Nordstrom MOD 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 Bank sends with my Credit Card Account or Nordstrom MOD card (as applicable) are part of and are incorporated into this Agreement. My signature on the application I submitted to Nordstrom Bank requesting a credit card or Nordstrom MOD card (as applicable) represents my signature on this Agreement and each use of the Credit Card Account and/or Nordstrom MOD 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 Bank approves my application, or the date that Nordstrom Bank allows me to use my Credit Card Account or Nordstrom MOD card (as applicable), as evidenced by a signed sales slip, memorandum, or otherwise. If Nordstrom Bank approves my application and issues a credit card or Nordstrom MOD card to me, I agree to pay Nordstrom Bank all amounts owed under this Agreement.

2. CHANGE IN TERMS. Nordstrom Bank has the right to change any term of this Agreement at any time, including without limitation any Annual Percentage Rate, any other rates and fees, and may add or delete fees and other provisions relating to my Credit Card Account or Nordstrom MOD card, and to the nature, extent and enforcement of the rights and obligations I may have under this Agreement. If permitted by applicable law, the change may be applied to any amount I owe Nordstrom Bank in connection with my Credit Card Account or Nordstrom MOD card at the time of the change. Nordstrom Bank will give me written notice before the effective date of any such change, if required by applicable law.

3. PROMISE TO PAY. I agree to pay in US dollars for all purchases and cash advances, (including applicable Finance Charges for Credit Card Accounts) and Other Charges (as defined in paragraph 6 of Part II below) or fees

incurred by me or anyone I authorize or permit to use my Credit Card Account or credit card, or Nordstrom MOD card, even if I do not notify Nordstrom Bank that others are using my Credit Card Account, or credit card, or Nordstrom MOD card. All checks must be drawn on funds on deposit in the United States. If my Credit Card Account or Nordstrom MOD card is a joint account, all cardholders agree to be liable individually for the entire amount owed on the Credit Card Account or the Nordstrom MOD card. Nordstrom Bank 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 Credit Card Account or Nordstrom MOD card or any of its other rights under this Agreement. I agree to address all communications concerning disputed debts, including instruments tendered as full satisfaction of debt, to the following address: Nordstrom Bank, P.O. Box 13589, Scottsdale, AZ 85267.

4. AUTHORIZED USERS. I understand and agree that if I authorize or permit other persons to use my Credit Card Account or Nordstrom MOD card, Nordstrom Bank will be unable to determine whether any particular purchase charged to my Credit Card Account or made with my Nordstrom MOD 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 charged to my Credit Card Account or made with my Nordstrom MOD 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 Credit Card Account or my Nordstrom MOD card by another person, I must telephone Nordstrom Bank at 1.800.964.1800 (Credit Card Accounts) or 1.866.445.0426 (Nordstrom MOD card), or provide written notification to Nordstrom Bank, P.O. Box 13589, Scottsdale, AZ 85267, and recover and destroy any such credit card or Nordstrom MOD card in such person's possession.

5. LOST OR STOLEN CARDS. If any credit card or Nordstrom MOD card is lost or stolen, or if I think that someone is using my Credit Card Account, credit card or Nordstrom MOD card without my permission, I will immediately telephone Nordstrom Bank at 1.800.964.1800 (Credit Card Accounts) or 1.866.445.0426 (Nordstrom MOD card), or notify Nordstrom Bank in writing at Nordstrom Bank, P.O. Box 13589, Scottsdale, AZ 85267.

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

7. CANCELLATION. Nordstrom Bank has the right at any time to terminate my Credit Card Account or Nordstrom MOD card (as applicable) and this Agreement as each relates to future purchases or cash advances (as applicable), or to limit or cancel my Credit Card Account and credit card or Nordstrom MOD card privileges, for any reason not prohibited by applicable law and with only such notice as is required by applicable law. I may terminate this Agreement, by notifying Nordstrom Bank in writing and destroying my credit card(s) and/or my Nordstrom MOD card(s). Termination of this Agreement, or any limitation or cancellation of my Credit Card Account or credit privileges or Nordstrom MOD card privileges (as applicable), will not affect my liability with respect to previous balances, and I will still be responsible for paying any outstanding balance or other amounts I owe Nordstrom Bank according to the terms of this Agreement. Nordstrom Bank specifically reserves the right to close my current Nordstrom Bank Credit Card Account or to cancel my Nordstrom MOD card based on the delinquency of any of my other Nordstrom Bank Credit Card Accounts or Nordstrom MOD card.

8. GOVERNING LAW; ENFORCEABILITY. I understand that this Agreement is governed by and construed in accordance with the laws of the United States. To the extent state law applies to this Agreement, this Agreement will be governed by the laws of the state of Arizona (including but not limited to Arizona Revised Statutes Section 44-1205(C) for Credit Card Accounts). For Credit Card Accounts, any credit extended to me by Nordstrom Bank is extended in and from Arizona, regardless of where I reside or use my account. I agree that if a dispute arises and I file suit against Nordstrom Bank, service of process on Nordstrom Bank may be made only at Nordstrom Bank's main office in Scottsdale, Arizona. If any part of this Agreement becomes unenforceable, it will not make any other part of this Agreement unenforceable.

9. RESERVATION OF RIGHTS. Nordstrom Bank reserves the right not to assess part or all of any fee or other amounts, or not to exercise any other of its rights pursuant to this Agreement, and, by doing so, Nordstrom Bank will not have waived its right to assess such fee or other amounts or exercise other rights pursuant to this

Agreement in the future.

10. CREDIT REPORTING; INACCURATE INFORMATION. I hereby authorize Nordstrom Bank at its discretion to furnish information concerning my Credit Card Account and Nordstrom MOD card transactions (as applicable) to consumer reporting agencies and others who may properly receive such information. I may provide written notification to Nordstrom Bank at P.O. Box 13589, Scottsdale, AZ 85267, if I believe Nordstrom Bank has information about me that is inaccurate, or that Nordstrom Bank has reported or may report to a consumer reporting agency information about me that is inaccurate.

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

12. ASSIGNMENT. I may not sell, assign, or transfer my Credit Card Account, or Nordstrom MOD card without first obtaining Nordstrom Bank's prior written consent. Nordstrom Bank may assign my Credit Card Account or Nordstrom MOD card and Nordstrom Bank's rights under this Agreement without prior notice to me.

13. USE OF CARD. I understand and agree that I may use my Credit Card Account and/or Nordstrom MOD card only for personal, family and household purposes, and I may not use my Credit Card Account or Nordstrom MOD card for any illegal purpose. If my application is for a joint Credit Card Account or Nordstrom MOD card (as applicable) after approval, each applicant shall have the right to use the Credit Card Account or Nordstrom MOD card (as applicable) to the extent of any credit limits for Credit Card Accounts or daily spending limits for MOD cards, and each applicant may be liable for all amounts owed under this Agreement to any joint applicant.

14. CHANGE OF RESIDENCE. If I move, I agree to promptly notify Nordstrom Bank of my new address.

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

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

PART II CREDIT CARD ACCOUNTS

1. MONTHLY PAYMENTS. Each month, I agree to pay at least the Minimum Due shown on my monthly billing statement no later than the payment Due Date shown on the monthly billing statement. The Minimum Due is the sum of (i) the Current Due, calculated as shown under Part II, paragraph 2 below ("MINIMUM MONTHLY PAYMENTS"), which includes any "Other Charges", and (ii) any Past Due amount. I may at any time pay more than the Minimum Due, or pay off my entire Credit Card Account balance in full without incurring any additional charge. All payments must be mailed or delivered to Nordstrom Bank at the address shown on my monthly billing

statement. Any payment received by Nordstrom Bank at this address after 10:00 a.m. Mountain Standard Time (Arizona) (5:00 p.m. Mountain Standard Time (Arizona) effective for payments received on or after August 27, 2009) on any business day will be credited to my Credit Card Account on the next business day. I must include my payment stub, and not send cash. If any payment does not conform to these requirements, the payment may not be credited to my Credit Card Account for up to five (5) days, or may be rejected.

2. MINIMUM MONTHLY PAYMENTS.

A. Visa Signature. (i) If my Current Balance is less than my Revolving Credit Line, the Current Due each month will be the greatest of (a) \$20, (b) 5% of my Current Balance rounded to the next higher whole dollar amount, or (c) the sum of all Finance Charges and Other Charges imposed during the current billing cycle plus 1% of my Current Balance, rounded to the next higher whole dollar amount; provided, that if the Current Balance shown on my monthly billing statement is less than \$20, the Current Due will be my Current Balance. (ii) If my Current Balance exceeds my Revolving Credit Line and I have paid the Minimum Due shown on my previous month's billing statement as specified in the "MONTHLY PAYMENTS" paragraph above, the Current Due each month will be the greater of (a) 5% of my total Revolving Credit Line rounded to the next higher whole dollar amount plus the full amount by which my Current Balance exceeds my Revolving Credit Line, or (b) the sum of all Finance Charges and Other Charges imposed during the current billing cycle plus 1% of my Revolving Credit Line, rounded to the next higher whole dollar amount. (iii) If my Current Balance exceeds my Revolving Credit Line and I have not paid the Minimum Due shown on my previous month's billing statement as specified in the "MONTHLY PAYMENTS" paragraph above, the Current Due each month will be the greater of (a) 5% of my total Revolving Credit Line rounded to the next higher whole dollar amount plus the full amount of all current billing cycle purchases and Other Charges which exceed my Revolving Credit Line, or (b) the sum of all Finance Charges and Other Charges imposed during the current billing cycle plus 1% of my Revolving Credit Line, rounded to the next higher whole dollar amount.

B. Platinum Visa. The Current Due each month will be the greatest of (i) \$20, or (ii) 5% of my Current Balance rounded to the next higher whole dollar amount, or (iii) the sum of all Finance Charges and Other Charges imposed during the current billing cycle plus 1% of my Current Balance, rounded to the next higher whole dollar amount; provided, that if the Current Balance shown on my monthly billing statement is less than \$20, the Current Due will be my Current Balance.

C. Nordstrom Accounts. The Current Due each month will be the greatest of (i) \$20, or (ii) 5% of my Current Balance rounded to the next higher whole dollar amount, or (iii) the sum of all Finance Charges and Other Charges imposed during the current billing cycle plus 1% of my Current Balance, rounded to the next higher whole dollar amount; provided, that if the Current Balance shown on my monthly billing statement is less than \$20, the Current Due will be my Current Balance.

3. SPECIAL PAYMENT OPTIONS. From time to time Nordstrom Bank may permit me the flexibility to skip one or more payments, reduce my periodic rate or finance charge, or take advantage of other options Nordstrom Bank may make available. Nordstrom Bank will provide me details of these special programs at the time they are offered.

4. FINANCE CHARGES

A. Total FINANCE CHARGE. The total FINANCE CHARGE on my Credit Card Account for a billing period is the total of all (i) periodic FINANCE CHARGES on the outstanding balance of my Credit Card Account (or the minimum FINANCE CHARGE, if applicable), and (ii) cash advance fee FINANCE CHARGES.

B. Periodic FINANCE CHARGES. Periodic FINANCE CHARGES are imposed on the outstanding balance of my Credit Card Account by applying a daily periodic rate of FINANCE CHARGE ("Daily Periodic Rate") to the daily balance of my Credit Card Account. The total periodic FINANCE CHARGE for a billing cycle is equal to the sum of the daily periodic FINANCE CHARGES for each day in the billing cycle.

Periodic FINANCE CHARGES are calculated separately for Purchases and Cash Advances. "Purchases" are purchases of goods or services from a Nordstrom or other merchant location. "Cash Advances" are advances from an automated teller machine (ATM); through a convenience check, home banking, a financial institution, casino,

hotel, or similar location; by making a wire transfer, balance transfer, or bill payment; by acquiring a money order, traveler's check, lottery ticket, casino chip, or similar item; or other similar transactions.

For Purchases made in billing cycles that begin after July 31, 2009, periodic FINANCE CHARGES also will be calculated separately for Purchases at Nordstrom retail locations, such as Nordstrom stores, Nordstrom Rack stores and Nordstrom.com ("Nordstrom Purchases"), and Purchases at merchant locations other than Nordstrom retail locations ("Non-Nordstrom Purchases"). Any Non-Nordstrom Purchases made in billing cycles that begin before August 1, 2009 will be considered Nordstrom Purchases for purposes of calculating the periodic FINANCE CHARGE on my Credit Card Account and will be subject to the Daily Periodic Rates that apply to Nordstrom Purchases.

In this Agreement, a separate balance for Nordstrom Purchases, Non-Nordstrom Purchases or Cash Advances is sometimes called a "Balance Category". My billing statement may show a single calculation of periodic FINANCE CHARGES for multiple Balance Categories if the same Daily Periodic Rate applies to the Balance Categories.

C. When Periodic FINANCE CHARGES Begin to Accrue on Purchases. There will be no periodic FINANCE CHARGE on any Nordstrom Purchases or Non-Nordstrom Purchases on the next monthly billing statement if I pay the entire Current Balance by the payment Due Date shown on my monthly billing statement (which will be at least 25 days after the date of my monthly billing statement). If I do not pay the entire amount of the Current Balance by that date, there will be a periodic FINANCE CHARGE on each Nordstrom Purchase and Non-Nordstrom Purchase from the date the Purchase is made. For purposes of this paragraph 4 (C), Nordstrom Bank will consider credits to my Credit Card Account resulting from an exchange or return of a Purchase included in my Previous Month's Total Balance when determining whether I have paid the entire Current Balance shown on my monthly billing statement by the payment Due Date.

D. When Periodic FINANCE CHARGES Begin to Accrue on Cash Advances. There is no "grace period" for Cash Advances. The periodic FINANCE CHARGE on any Cash Advance begins on the date of the transaction. This paragraph 4 (D) applies only to Credit Card Accounts that have a Cash Advance feature.

E. Computation of the Balances Subject to Periodic FINANCE CHARGES. For each day in the billing cycle, Nordstrom Bank determines the daily balance of a Balance Category by taking the beginning balance of that Balance Category, adding any new transactions or charges and subtracting any credits or payments (or portions thereof) that are applicable to that Balance Category. Nordstrom Bank then calculates my daily periodic FINANCE CHARGE for a Balance Category by multiplying the Daily Periodic Rate for the Balance Category by the daily balance of the Balance Category.

Each day's periodic FINANCE CHARGE on a Balance Category is added to the daily balance of that Balance Category to get the beginning balance for the next day and will be part of the Balance Category on which future periodic FINANCE CHARGES are assessed until paid. Late Fees and/or Return Payment Fees are pro rated and allocated to the Balance Categories based on the balances of my Balance Categories on the day I incurred the Late Fee or Return Payment Fees. Miscellaneous fees will be added to my Nordstrom Purchase Balance Category on the day I incurred the fee.

Nordstrom Bank will round daily periodic FINANCE CHARGE calculations for a Balance Category to the nearest whole cent. If I paid in full the Current Balance shown on my previous month's billing statement by the specified payment Due Date, Nordstrom Bank will consider my daily balance of Nordstrom Purchases and Non-Nordstrom Purchases to be zero for each day of the current month's billing cycle. A credit balance on a Balance Category is considered to be zero for purposes of calculating the balance subject to periodic Finance Charges.

F. Periodic FINANCE CHARGE Rates. The Daily Periodic Rate for a Balance Category is determined by dividing the ANNUAL PERCENTAGE RATE for the Balance Category by 365. The ANNUAL PERCENTAGE RATE for a Balance Category is determined by adding a percentage rate (called a "Margin") to the Prime Rate for a billing cycle. However, if the Margin plus the Prime Rate for the billing cycle is less than a minimum ANNUAL PERCENTAGE RATE (called a "Minimum APR"), then the ANNUAL PERCENTAGE RATE for that billing cycle will be the Minimum APR.

The ANNUAL PERCENTAGE RATE (and Daily Periodic Rate) for a Balance Category may vary from billing cycle to billing cycle if the Prime Rate for a billing cycle changes. The "Prime Rate" is the highest prime rate published in the "Money Rates" section of *The Wall Street Journal* print edition on the 15th day of a month, or the next business

day if the 15th is not a business day. The Prime Rate for a billing cycle is the Prime Rate most recently available as of the beginning of the billing cycle.

Any change in the ANNUAL PERCENTAGE RATE (and Daily Periodic Rate) will take effect on the first day of the next billing cycle following a change in the Prime Rate and will apply to any outstanding balance on my Credit Card Account. If the ANNUAL PERCENTAGE RATE (and Daily Periodic Rate) increases, the amount of the periodic FINANCE CHARGES and the Current Due may increase.

The ANNUAL PERCENTAGE RATES that may apply to a Balance Category are the "Standard ANNUAL PERCENTAGE RATES" for the Balance Category (described in Part II, paragraph 4 (G)) and the "Late Payer ANNUAL PERCENTAGE RATE" (described in Part II, paragraph 4 (H)). Nordstrom Bank will tell me the current Standard ANNUAL PERCENTAGE RATE for Nordstrom Purchases on the temporary shopping card I receive if I open my Credit Card Account in a Nordstrom store location. All of the Standard ANNUAL PERCENTAGE RATES (and Daily Periodic Rates) applicable to my Credit Card Account will be disclosed in the supplement to this Agreement I will receive with my Nordstrom credit card or Visa credit card.

G. Standard ANNUAL PERCENTAGE RATES. The Standard ANNUAL PERCENTAGE RATE that applies to a Balance Category will depend on the Tier placement of my Credit Card Account. Nordstrom Bank will tell me the Tier in which my Credit Card Account has been placed before I may use my Nordstrom credit card or Visa credit card. The Standard ANNUAL PERCENTAGE RATES that apply to Balance Categories for Credit Card Accounts in Tiers I through V are described below.

Tier I Accounts: The Standard ANNUAL PERCENTAGE RATE for Nordstrom Purchases is the Prime Rate plus a Margin of 2.9 percentage points, with a Minimum APR of 7.90%. As of April 2009, this **ANNUAL PERCENTAGE RATE** was **7.90%** (Daily Periodic Rate of **0.02164%**).

The Standard ANNUAL PERCENTAGE RATE for Non-Nordstrom Purchases and Cash Advances is the Prime Rate plus a Margin of 5.9 percentage points, with a Minimum APR of 10.90%. As of April 2009, this **ANNUAL PERCENTAGE RATE** was **10.90%** (Daily Periodic Rate of **0.02986%**).

Tier II Accounts: The Standard ANNUAL PERCENTAGE RATE for Nordstrom Purchases is the Prime Rate plus a Margin of 5.9 percentage points, with a Minimum APR of 10.90%. As of April 2009, this **ANNUAL PERCENTAGE RATE** was **10.90%** (Daily Periodic Rate of **0.02986%**).

The Standard ANNUAL PERCENTAGE RATE for Non-Nordstrom Purchases and Cash Advances is the Prime Rate plus a Margin of 9.9 percentage points, with a Minimum APR of 14.90%. As of April 2009, this **ANNUAL PERCENTAGE RATE** was **14.90%** (Daily Periodic Rate of **0.04082%**).

Tier III Accounts: The Standard ANNUAL PERCENTAGE RATE for Nordstrom Purchases is the Prime Rate plus a Margin of 9.9 percentage points, with a Minimum APR of 14.90%. As of April 2009, this **ANNUAL PERCENTAGE RATE** was **14.90%** (Daily Periodic Rate of **0.04082%**).

The Standard ANNUAL PERCENTAGE RATE for Non-Nordstrom Purchases and Cash Advances is the Prime Rate plus a Margin of 13.9 percentage points, with a Minimum APR of 18.90%. As of April 2009, this **ANNUAL PERCENTAGE RATE** was **18.90%** (Daily Periodic Rate of **0.05178%**).

Tier IV Accounts: The Standard ANNUAL PERCENTAGE RATE for Nordstrom Purchases is the Prime Rate plus a Margin of 13.9 percentage points, with a Minimum APR of 18.90%. As of April 2009, this **ANNUAL PERCENTAGE RATE** was **18.90%** (Daily Periodic Rate of **0.05178%**).

The Standard ANNUAL PERCENTAGE RATE for Non-Nordstrom Purchases and Cash Advances is the Prime Rate plus a Margin of 17.9 percentage points, with a Minimum APR of 22.90%. As of April 2009, this **ANNUAL PERCENTAGE RATE** was **22.90%** (Daily Periodic Rate of **0.06274%**).

Tier V Accounts: The Standard ANNUAL PERCENTAGE RATE for Nordstrom Purchases, Non-Nordstrom Purchases, and Cash Advances is the Prime Rate plus a Margin of 17.9 percentage points, with a Minimum APR of 22.90%. As of April 2009, this **ANNUAL PERCENTAGE RATE** was **22.90%** (Daily Periodic Rate of **0.06274%**).

H. Late Payer ANNUAL PERCENTAGE RATE. My Credit Card Account will be subject to a Late Payer ANNUAL PERCENTAGE RATE (rather than a Standard ANNUAL PERCENTAGE RATE) effective the first day of my billing cycle that begins after I do not pay at least the Minimum Due by the payment Due Date shown on my monthly billing statement for two consecutive billing cycles. The Late Payer ANNUAL PERCENTAGE RATE will apply to any outstanding balance and all future transactions on my Credit Card Account. The Late Payer ANNUAL PERCENTAGE RATE is the Prime Rate plus a Margin of 22.9 percentage points. The Late Payer ANNUAL PERCENTAGE RATE is subject to a Minimum APR of 27.90% and maximum ANNUAL PERCENTAGE RATE of

29.99%. As of April 2009, this **ANNUAL PERCENTAGE RATE** was **27.90%** (Daily Periodic Rate of **0.07644%**).

I. Minimum Periodic FINANCE CHARGE. A minimum periodic **FINANCE CHARGE** of **\$0.50** will be assessed on my Credit Card Account for any billing cycle in which a periodic Finance Charge of less than \$0.50 is due.

J. Cash Advance Fee FINANCE CHARGE. For each Cash Advance on my Credit Card Account (including advances to me directly or to someone else at my direction), Nordstrom Bank will assess a cash advance fee **FINANCE CHARGE** in an amount equal to **3%** of the amount of the Cash Advance or **\$5**, whichever is greater. This paragraph 4 (J) applies only to Credit Card Accounts that have a Cash Advance feature.

5. CREDIT LIMIT

A. Visa Signature. I understand there is no pre-set spending limit for my Visa Signature Credit Card Account; however, Nordstrom Bank reserves the right to evaluate each charge based on my spending and payment patterns for this account, my other account relationships with Nordstrom Bank, my experience with other creditors, and my personal financial resources. In addition to Nordstrom Bank's rights granted under Part I, paragraph 11 of this Agreement ("AUTHORIZATIONS"), Nordstrom Bank reserves the right to decline any authorization request at any time for any reason. Nordstrom Bank may also ask me for additional information at any time to evaluate a transaction request or my use of this Visa Signature Credit Card Account generally. I agree that Nordstrom Bank will establish a Revolving Credit Line for this account and that this Revolving Credit Line shall be the maximum amount upon which I may defer payment, subject to the Minimum Monthly Payment calculation described in Part II, paragraph 2 above ("MINIMUM MONTHLY PAYMENTS"). I agree that any purchases and Other Charges which cause my Current Balance to exceed my Revolving Credit Line shall be due and payable by the payment Due Date specified on the billing statement identifying such charges and that Nordstrom Bank shall include such amount in the Current Due and Minimum Due for that billing period as described in Part II, paragraph 2 above. I will be advised of my initial Revolving Credit Line at the time I receive my Visa Signature credit card. I agree that Nordstrom Bank may change my Revolving Credit Line from time to time and that Nordstrom Bank has the right to suspend or cancel my Nordstrom Visa Signature Credit Card Account under the terms of this Agreement. Nordstrom Bank will identify any subsequent changes to my Revolving Credit Line on my periodic billing statements.

B. Platinum Visa and Nordstrom Accounts. I agree that Nordstrom Bank may establish credit limits and that my credit purchases and cash advances at any one time will not exceed my credit limits. I will be advised of my initial credit line at the time I receive my credit card. I agree that Nordstrom Bank may change my credit line from time to time based upon Nordstrom Bank's evaluation of changes in my credit capacity. If I exceed my credit line, Nordstrom Bank has the right to refuse further purchases or advances, and to suspend or cancel my account under the terms of this Agreement. Nordstrom Bank will identify any subsequent changes to my credit line on my periodic billing statements.

C. Available Credit. After a payment is credited to my Nordstrom Visa Signature, Nordstrom Platinum Visa, or Nordstrom Account, or after Nordstrom Bank learns my payment has been dishonored and attempts to resubmit my payment, it may take up to 21 days before my total available credit is restored in an amount equivalent to the payment amount. For example, if I pay my account balance in full, it may take up to 21 days after my payment is made before that payment is considered in determining the amount I can borrow on my account.

6. OTHER CHARGES

A. Late Payment Fee. When my Credit Card Account is subject to one of the Standard ANNUAL PERCENTAGE RATES described in Part II, paragraph 4 (G). above, and I do not pay at least the Minimum Due shown on my monthly billing statement on or before my payment Due Date shown on my monthly billing statement, Nordstrom Bank will charge me and I agree to pay the following Late Payment Fee: \$10 when my Current Balance is \$200 or less; \$25 when my Current Balance is over \$200 but less than or equal to \$1,500; and \$39 when my Current Balance is over \$1,500. When I have not paid the Minimum Due for two consecutive billing cycles, Nordstrom Bank will charge me and I agree to pay the following Late Payment Fee: \$35 when my Current Balance is \$1,500 or less; and \$39 when my Current Balance is over \$1,500.

When my Credit Card Account is subject to the Late Payer ANNUAL PERCENTAGE RATE described in Part II,

paragraph 4 (H) above, and I do not pay at least the Minimum Due shown on my monthly billing statement on or before the payment Due Date shown on my monthly billing statement, Nordstrom Bank will charge me and I agree to pay the following Late Payment Fee: \$35 when my Current Balance is \$1,500 or less; and \$39 when my Current Balance is over \$1,500.

B. Returned Payment Fee. If any payment on my Credit Card Account (such as a check, draft, or similar instrument, or any electronic fund transfer) is uncollectible or is dishonored for any reason, Nordstrom Bank may charge me and I agree to pay a Returned Payment Fee of \$25. Nordstrom Bank 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 Bank does not have to attempt to collect any payment more than once.

C. Currency Conversion Fee. If I incur a charge or a cash advance in a foreign currency, the charge or cash advance will be converted by Visa International into a US dollar amount. Visa will select either (1) a rate from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (2) a government-mandated rate in effect for the applicable central processing date. If I incur a charge or cash advance in a foreign currency, Nordstrom Bank may charge me and I agree to pay a Currency Conversion Fee equal to 1% of the transaction amount after the transaction is converted into a US dollar amount.

7. APPLICATION OF PAYMENTS. Unless otherwise required by applicable law, Nordstrom Bank will apply payments received before August 27, 2009, and payments received on or after August 27, 2009 up to the Minimum Due, to amounts owing on my Credit Card Account in the following order: finance charges, other charges, old cash advances, old purchases (when applicable, to Purchase Balance Categories with higher Standard ANNUAL PERCENTAGE RATES first), new cash advances, and new purchases (when applicable, to Purchase Balance Categories with higher Standard ANNUAL PERCENTAGE RATES first). Nordstrom Bank will apply payments in excess of the Minimum Due that are received on or after August 27, 2009 to amounts owing on my Credit Card Account in a manner specified by federal law.

8. DEFAULT. Nordstrom Bank may, at its option, declare me to be in default if I fail to comply with any provision of this Agreement, including failing to make a required payment when due or exceeding my Credit Card Account credit limit, or if I file for bankruptcy or am otherwise insolvent, or if Nordstrom Bank determines, in its sole discretion, that the prospect of payment on my Credit Card Account has become significantly impaired. If I am in default, (a) Nordstrom Bank may require that I pay the entire balance on my account immediately, at any time (subject to any restrictions under applicable law), even though Nordstrom Bank did not require me to pay the entire balance 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 Bank refers my Credit Card Account for collection to an attorney other than a salaried employee of Nordstrom Bank or the holder of the account, to the extent not prohibited by applicable law. Balances in default on my Credit Card Account may be set-off against any credit balances on any of my other Nordstrom Bank Credit Card Account(s).

PART III NORDSTROM MOD CARD

1. ELECTRONIC FUNDS TRANSFER TYPES AND LIMITATIONS

A. Electronic Funds Transfers Generally. Whenever I use (or allow someone else to use) my Nordstrom MOD card, I authorize Nordstrom Bank to initiate an electronic funds transfer for the full amount of the transaction, and any related fees (see Part III, paragraph 3, below) I may owe to Nordstrom Bank in connection with my use of the Nordstrom MOD card (hereinafter, a "MOD EFT"), from my designated deposit account at another financial institution ("my Deposit Account"). I represent and warrant to Nordstrom Bank 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 Bank may aggregate multiple transactions into a single MOD EFT from my Deposit Account and such MOD 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 MOD 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 MOD EFT request from Nordstrom Bank.

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

B. Point of Sale (POS) Purchases. I may only use my Nordstrom MOD card to pay for goods and services at participating Nordstrom and Nordstrom-affiliated retail stores in the United States, in person, by telephone, or at Nordstrom websites. If I make an exchange of an item previously purchased through my Nordstrom MOD 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 prices. If the purchase price of the item is more than that of the item exchanged, Nordstrom Bank will initiate a MOD EFT for the difference in the purchase prices. I may be required to present my Nordstrom MOD 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 MOD card by providing other information acceptable to Nordstrom. If I wish to use my Nordstrom MOD 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 MOD card, and/or other personal identifying information.

C. Purchase Limitations. When I use my Nordstrom MOD 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 MOD EFT request. (See also subparagraph (D) below for additional transaction limitations.)

D. Other Transaction Limitations. For security reasons, and to reduce the risk of fraud, Nordstrom Bank may limit the number of times I may use my Nordstrom MOD card, and the total dollar amount of purchases that I may make with my Nordstrom MOD card, during any business day and/or during any 24-hour time period. For example, Nordstrom Bank may limit the total dollar amount of purchases I may make with my Nordstrom MOD card to \$300 a day (or any higher or lower dollar amount determined by Nordstrom Bank). For security and anti-fraud reasons, I understand and agree that the exact dollar limit on (and the limit on the number of) MOD 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 MOD card may be less than the dollar amount of available funds in my Deposit Account. I cannot use my Nordstrom MOD card at an automated teller machine (ATM) or at non-participating retail stores or anywhere outside the United States.

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

2. UNPAID MOD EFTS. The financial institution holding my Deposit Account may return as unpaid a MOD EFT if, for example, my Deposit Account does not have sufficient available funds in it to cover the full amount of the MOD EFT, or my Deposit Account is closed, or for other reasons. Additionally, if I receive a credit to my Deposit Account from Nordstrom Bank due to a suspected MOD EFT error, and Nordstrom Bank later determines there was no error, Nordstrom Bank may deem such MOD EFT as unpaid. In the event a MOD EFT is returned and/or deemed unpaid, such funds owed to Nordstrom Bank will become immediately due and payable to Nordstrom Bank. I agree to pay in US dollars the full amount of the unpaid MOD EFT, and any applicable Returned Payment Fees, described in Part III, paragraph 3 below, (collectively, the "Total Now Due"). I further acknowledge and agree that Nordstrom Bank may suspend my use of my Nordstrom MOD card until Nordstrom Bank receives payment in full of the Total Now Due.

3. NORDSTROM MOD CARD FEES

A. Returned Payment Fee. Nordstrom Bank may charge me and I agree to pay a \$25 Returned Payment Fee if a MOD EFT is returned unpaid for any reason by the financial institution holding my Deposit Account. I authorize Nordstrom Bank to initiate an electronic fund transfer for such Returned Payment Fee from my Deposit Account

automatically, after Nordstrom Bank receives notice of an unpaid MOD EFT. Nordstrom Bank may charge me and I agree to pay a \$25 Returned Payment Fee if any payment to Nordstrom Bank for amounts I owe in connection with my Nordstrom MOD card (such as a check, draft or similar instrument) is uncollectible or is dishonored for any reason. Nordstrom Bank 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 Bank does not have to attempt to collect any payment more than once.

B. Other Fees. When I complete a Nordstrom MOD 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.

4. NORDSTROM MOD CARD RECEIPTS AND STATEMENTS

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

B. Nordstrom MOD Card Statements. Nordstrom Bank will send me a monthly Nordstrom MOD card statement showing MOD EFTs and any fees or other amounts I may owe Nordstrom Bank in connection with my Nordstrom MOD card (unless there are no MOD EFTs in a particular month). In any case, I will receive a Nordstrom MOD card statement at least quarterly. I may also receive Deposit Account statements showing MOD EFTs from the financial institution holding my Deposit Account. Nordstrom Bank is responsible for MOD EFTs and for resolving any errors in connection with MOD EFTs. I will direct all questions about my Nordstrom MOD card and/or MOD EFTs to Nordstrom Bank, and not to the financial institution holding my Deposit Account. If I have any questions about a MOD EFT, I will call or write Nordstrom Bank as described more fully in Part III, paragraph 5, below and Part IV, Nordstrom MOD Card Error Resolution Notice.

5. UNAUTHORIZED MOD EFTS AND LOST OR STOLEN NORDSTROM MOD CARDS

A. Consumer Liability. I will tell Nordstrom Bank AT ONCE if I believe my Nordstrom MOD card or Nordstrom MOD card number or security code or personal identification number (if applicable) has been lost or stolen. Telephoning Nordstrom Bank 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 MOD card. If I tell Nordstrom Bank within 2 (two) business days, I can lose no more than \$50 if someone used my Nordstrom MOD card or Nordstrom MOD card number or security code or personal identification number (if applicable) without my permission.

If I do NOT tell Nordstrom Bank within 2 business days after I learn of the loss or theft of my Nordstrom MOD card, or Nordstrom MOD card number or security code or personal identification number (if applicable), and Nordstrom Bank can prove that Nordstrom Bank could have stopped someone from using my Nordstrom MOD card or Nordstrom MOD card number without my permission if I had told Nordstrom Bank, I could lose as much as \$500.

Also, if I receive a statement from either Nordstrom Bank or the financial institution holding my Deposit Account that shows MOD EFTs that I did not make, I must tell Nordstrom Bank at once. If I do not tell Nordstrom Bank within 60 days after Nordstrom Bank mailed me the Nordstrom MOD card statement, I may not get back any money I lost after the 60 days if Nordstrom Bank can prove that Nordstrom Bank could have stopped someone from taking the money if I had told Nordstrom Bank in time. If a good reason (such as a long trip or a hospital stay) kept me from telling Nordstrom Bank, Nordstrom Bank will extend the time periods.

B. Contact In Event Of Unauthorized Transfer. If I believe my Nordstrom MOD 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 MOD card without my permission, call Nordstrom Bank toll free at 1.866.445.0426, or write: Nordstrom Bank, P.O. Box 13589, Scottsdale, AZ 85267.

6. DEFAULT. Nordstrom Bank 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 Bank receives notice of an unpaid MOD EFT, or if I file for bankruptcy or am otherwise insolvent, or if Nordstrom Bank determines, in its sole discretion, that the prospect of payment of what I owe in connection with my Nordstrom MOD card has become significantly impaired. If I am in default, (a) Nordstrom Bank may terminate my Nordstrom MOD card and my ability to use my Nordstrom MOD

card, and require that I pay the entire amount I owe in connection with my Nordstrom MOD card in full, immediately, at any time and without notice (subject to any restrictions under applicable law), even though Nordstrom Bank 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 Bank refers what I owe in connection with my Nordstrom MOD card for collection to an attorney other than a salaried employee of Nordstrom Bank or the holder of the Nordstrom MOD card, to the extent not prohibited by applicable law. Any past due amounts I owe in connection with my Nordstrom MOD card may be set-off against any credit balances on any of my other Nordstrom Bank Credit Card Account(s).

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

8. BUSINESS DAYS. For purposes of this Part III and Part IV Nordstrom MOD card Error Resolution Notice, Nordstrom Bank's "Business Days" are Monday through Friday, excluding Saturdays, Sundays, and federal holidays.

9. NORDSTROM BANK'S LIABILITY. If Nordstrom Bank does not process a MOD EFT from my Deposit Account in a timely manner or in the correct amount according to this Agreement, Nordstrom Bank will be liable for my losses or damages. However, there are some exceptions. Nordstrom Bank will not be liable, for instance:

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

10. CONFIDENTIALITY. Nordstrom Bank will disclose information to third parties about my Deposit Account or the MOD EFTs I make:

- Where it is necessary for completing MOD EFTs; or,
- In order to verify the existence and condition of my Deposit Account or Nordstrom MOD 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 Bank written permission; or,
- As otherwise provided in Nordstrom Bank's Privacy Policy.

I agree to Nordstrom Bank's collection, use, and sharing of information about my MOD EFTs as provided in Nordstrom Bank's Privacy Policy, which is included as Part V of the Agreement.



Eva W. Chadwick
Senior Vice President
Chief Credit Officer

Nordstrom Bank
PO Box 13589
Scottsdale, AZ 85267

PART IV
CONSUMER DISCLOSURE STATEMENTS

CREDIT CARD ACCOUNTS

BILLING RIGHTS NOTICE — KEEP THIS NOTICE FOR FUTURE USE. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL. If you think a bill is wrong, or if you need more information about a transaction on your bill, write to us (on a separate sheet) at P.O. Box 13589, Scottsdale, AZ 85267. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Credit Card Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE. We must acknowledge your letter within 30 days, unless the error has been corrected by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is settled.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of goods or services that you 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 property or services. For Visa Credit Card Accounts, there are two limitations on this right:

- A. You must have made the purchase in your home state, or, if not within your home state, within 100 miles of your current mailing address; and
- B. The purchase price must have been more than \$50.

These limitations do not apply to a Visa Credit Card Account if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

NORDSTROM MOD CARD

ERROR RESOLUTION NOTICE

In Case of Errors or Questions about MOD EFTs:

Telephone Nordstrom Bank toll free at 1.866.445.0426 or write Nordstrom Bank at:

Nordstrom Bank
P.O. Box 13589
Scottsdale, AZ 85267

as soon as you can, if you think your Nordstrom MOD card statement or Nordstrom MOD card receipt is wrong, or if you need more information about a MOD EFT listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST Nordstrom MOD card statement on which the problem or error appeared.

- (1) Tell us your name and Nordstrom MOD card number.
- (2) Describe the error or the MOD 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.

PART V NORDSTROM BANK PRIVACY POLICY

As a member of the Nordstrom family of companies, Nordstrom Bank (“we,” “our” or “us”) understands that your trust in us is our most important asset. In order to preserve that trust, we want you to understand our information practices and your rights to ask us not to share certain information about you. This policy applies with respect to all financial products and services we offer for consumer purposes.

I. Information We Collect. We collect nonpublic personal information to administer your financial products and services with us, to help us, members of the Nordstrom family of companies (our “affiliates”) and others (“third parties”) offer you Nordstrom products and services, and for other purposes.

“Nonpublic personal information” is nonpublic information about you that is personally identifiable and that we obtain in connection with providing a financial product or service to you. For example, nonpublic personal information includes information regarding your account balance and payment history.

We may collect nonpublic personal information from the following sources:

- Information we receive from you on applications or other forms, through our communications with you, or through our affiliates;
- Information about your transactions with us, our affiliates, or others;
- Information we receive from consumer reporting agencies or other third parties, such as demographic firms in marketing programs; and
- If you visit or contact us via the internet, we may collect information about you through “cookies” (bits of electronic information that a website can transfer to your computer’s hard drive in order to facilitate online transactions).

II. Information We May Share With Our Affiliates. We may share with our affiliates all of the information that we collect to conduct our business, to provide our customers with the best possible products and services, and for other purposes. The affiliates with which we may share information include:

- **Retail Affiliates** — non-financial affiliates and their divisions, such as Nordstrom stores, Nordstrom Rack stores and our Internet and catalog division, Nordstrom.com. Information shared with our retail affiliate is to be used as permitted by law.

- **Service Affiliates** — non-financial affiliates that provide services to us or on our behalf, such as marketing, customer service or data processing.

III. Information We May Share With Third Parties. Nordstrom Bank does not share your nonpublic personal information with third parties for the purpose of marketing their products or services to you. Directly or through our affiliates, we may share nonpublic personal information with third parties as follows:

A. Service Providers — We may share all nonpublic personal information that we collect with third parties that provide services to us or on our behalf, including marketing and other services. Service providers are contractually required to keep your nonpublic personal information secure and confidential.

B. As Permitted by Law — We may share all nonpublic personal information that we collect with third parties as permitted by law. For example, this includes information provided to credit reporting agencies or in response to a subpoena.

IV. Opting Out of Information Sharing. You can request that we not share certain information about you (“opt out”) as follows:

Affiliate Sharing Opt Out: If you prefer that we not share certain information with our affiliates, you can opt out of this information sharing by calling us toll-free at 1.866.759.0151 and selecting “Opt Out of Affiliate Sharing” (Option1), or you may write to us at Nordstrom Bank Customer Service, Colorado Service Center, P.O. Box 6555, Englewood, CO 80155, and state that you opt out of affiliate sharing.

An opt out with respect to affiliate sharing will apply only to information collected for use by us or others in determining your eligibility for credit or other business transactions. For example, an opt out will apply to information obtained from your credit application about your financial condition and to consumer report information obtained from a credit bureau. An opt out of affiliate sharing will not apply to information about transactions or experiences between you and our affiliates or us, to information provided to affiliates that provide services to us or on our behalf, or to other information disclosed as permitted by law. For example, an opt out will not apply to information about account usage or payment history with us. We will process your opt out request as soon as reasonably practicable after we receive it. Please provide us with each credit card account number or Nordstrom MOD card number or Nordstrom Bank deposit account number to which you would like us to apply your opt out decision. We will apply your opt out choice only to the credit card account or Nordstrom MOD card or Nordstrom Bank deposit account(s) you specify when you opt out.

Although you may receive multiple privacy notices over time, if you make an opt out choice with respect to a credit card account, or Nordstrom MOD card or a Nordstrom Bank deposit account, you only need to make it once for that credit card account, Nordstrom MOD card or Nordstrom Bank deposit account. Your opt out request will remain effective until you revoke it in writing as long as you continue to have a relationship with us. If your present relationship with us terminates (that is, if you become a former customer), your request will continue to apply to information we have collected while you were our customer, until you revoke it in writing.

If one person on a joint account requests that we not share information, the request will apply to all users on the account.

V. Confidentiality and Security. We restrict our employees’ access to nonpublic personal information about you to those individuals who need to know that information to conduct our business. In addition, we maintain physical, electronic, and procedural safeguards that comply with federal standards to protect the confidentiality and security of nonpublic personal information, including without limitation, Social Security Numbers.

VI. Additional Information. This policy replaces all previous disclosures we may have provided you about our information practices. We reserve the right to change this policy, and to apply any changes to information previously collected, as permitted by law. We will inform you of any changes as required by law.

If you cease to be our customer (for example, if your credit card account, Nordstrom MOD card or Nordstrom Bank account is closed or becomes inactive), our information practices in this policy, as amended from time to time, will continue to apply to the extent that we retain information about you that we collected while you were our customer. Except as expressly noted, this policy relates only to nonpublic personal information and does not affect our

information practices with respect to other information. The examples contained in this Privacy Policy are illustrations only, and are not intended to be exhaustive.

VERMONT RESIDENTS ONLY: Opting Out of Information Sharing (section IV above) does not apply to you. Nordstrom Bank will provide you, via US mail, the information sharing options available to you annually and/or when you establish a customer relationship with Nordstrom Bank.

Effective June 1, 2009

**PRICING ADDENDUM
FOR NORDSTROM VISA AND NORDSTROM CREDIT CARD ACCOUNTS
EFFECTIVE JUNE 1, 2009**

INTEREST RATES AND INTEREST CHARGES					
Annual Percentage Rate (APR) for Nordstrom Purchases	Tier I	Tier II	Tier III	Tier IV	Tier V
	7.90%	10.90%	14.90%	18.90%	22.90%
Your APR will be assigned when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate. The APR assigned to your account for Nordstrom Purchases will be printed on the temporary card you receive when you open your account.					
APR for Non-Nordstrom Purchases and Cash Advances	Tier I	Tier II	Tier III	Tier IV	Tier V
	10.90%	14.90%	18.90%	22.90%	22.90%
Your APR will be assigned when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate. The APR assigned to your account for Non-Nordstrom Purchases and Cash Advances will be printed on the back of the card carrier letter you will receive with your credit card.					
Penalty APR (or Late Payer APR) and When It Applies	27.90				
This APR will vary with the market based on the Prime Rate.					
This APR may be applied to your account if your minimum payment is not received within 60 days of your due date.					
How Long Will the Penalty APR (Late Payer APR) Apply?: If your APRs are increased for this reason, the Penalty APR (Late Payer APR) will apply until you make six consecutive minimum payments when due, starting with your first payment due after your APR is increased.					
Variable Rate Information	<p>The ANNUAL PERCENTAGE RATE (and Daily Periodic Rate) for a Balance Category may vary from billing cycle to billing cycle if the Prime Rate for a billing cycle changes. The "Prime Rate" is the highest prime rate published in the "Money Rates" section of <i>The Wall Street Journal</i> print edition on the 15th day of a month, or the next business day if the 15th is not a business day. The Prime Rate for a billing cycle is the Prime Rate most recently available as of the beginning of the billing cycle.</p> <p>Tier I Accounts: The Standard ANNUAL PERCENTAGE RATE for Nordstrom Purchases is the Prime Rate plus a Margin of 2.9 percentage points, with a Minimum APR of 7.90%. As of June 1, 2009, this ANNUAL PERCENTAGE RATE was 7.90% (Daily Periodic Rate of 0.02164%).</p> <p>The Standard ANNUAL PERCENTAGE RATE for Non-Nordstrom Purchases and Cash Advances is the Prime Rate plus a Margin of 5.9 percentage points, with a Minimum APR of 10.90%. As of June 1, 2009, this ANNUAL PERCENTAGE RATE was 10.90% (Daily Periodic Rate of 0.02986%).</p> <p>Tier II Accounts: The Standard ANNUAL PERCENTAGE RATE for Nordstrom Purchases is the Prime Rate plus a Margin of 5.9 percentage points, with a Minimum APR of 10.90%. As of June 1, 2009, this ANNUAL PERCENTAGE RATE was 10.90% (Daily Periodic Rate of 0.02986%).</p> <p>The Standard ANNUAL PERCENTAGE RATE for Non-Nordstrom Purchases and Cash Advances is the Prime Rate plus a Margin of 9.9 percentage points, with a Minimum APR of 14.90%. As of June 1, 2009, this ANNUAL PERCENTAGE RATE was 14.90% (Daily Periodic Rate of 0.04082%).</p>				

	<p>Tier III Accounts: The Standard ANNUAL PERCENTAGE RATE for Nordstrom Purchases is the Prime Rate plus a Margin of 9.9 percentage points, with a Minimum APR of 14.90%. As of June 1, 2009, this ANNUAL PERCENTAGE RATE was 14.90% (Daily Periodic Rate of 0.04082%).</p> <p>The Standard ANNUAL PERCENTAGE RATE for Non-Nordstrom Purchases and Cash Advances is the Prime Rate plus a Margin of 13.9 percentage points, with a Minimum APR of 18.90%. As of June 1, 2009, this ANNUAL PERCENTAGE RATE was 18.90% (Daily Periodic Rate of 0.05178%).</p> <p>Tier IV Accounts: The Standard ANNUAL PERCENTAGE RATE for Nordstrom Purchases is the Prime Rate plus a Margin of 13.9 percentage points, with a Minimum APR of 18.90%. As of June 1, 2009, this ANNUAL PERCENTAGE RATE was 18.90% (Daily Periodic Rate of 0.05178%).</p> <p>The Standard ANNUAL PERCENTAGE RATE for Non-Nordstrom Purchases and Cash Advances is the Prime Rate plus a Margin of 17.9 percentage points, with a Minimum APR of 22.90%. As of June 1, 2009, this ANNUAL PERCENTAGE RATE was 22.90% (Daily Periodic Rate of 0.06274%).</p> <p>Tier V Accounts: The Standard ANNUAL PERCENTAGE RATE for Nordstrom Purchases, Non-Nordstrom Purchases, and Cash Advances is the Prime Rate plus a Margin of 17.9 percentage points, with a Minimum APR of 22.90%. As of June 1, 2009, this ANNUAL PERCENTAGE RATE was 22.90% (Daily Periodic Rate of 0.06274%).</p> <p>The Late Payer ANNUAL PERCENTAGE RATE is the Prime Rate plus a Margin of 22.9 percentage points. The Late Payer ANNUAL PERCENTAGE RATE is subject to a Minimum APR of 27.90% and maximum ANNUAL PERCENTAGE RATE of 29.99%. As of June 1, 2009, this ANNUAL PERCENTAGE RATE was 27.90% (Daily Periodic Rate of 0.07644%).</p>
Paying Finance Charges	Your due date is at least 25 days after the close of each billing cycle. We will not charge you finance charges 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.
Minimum Finance Charges	If you are charged finance charges, the charge will be no less than \$0.50.

FEES	
Annual Fee	None
Transaction Fees	
• Cash Advance	Either \$5 or 3% of the amount of each cash advance, whichever is greater
• Foreign Transaction	1% of each transaction in U.S. dollars.
Penalty Fees	
• Late Payment	<p>Accounts not subject to Penalty (Late Payer) APR: \$10 if balance less than or equal to \$200; \$25 for balance over \$200 and less than or equal to \$1,500; \$39 for balance over \$1,500.</p> <p>When Minimum Due is not paid for 2 or more consecutive months: \$35 for balance less than or equal to \$1,500; \$39 for balance over \$1,500.</p> <p>Accounts Subject to Penalty (Late Payer) APR: \$35 if balance is less than or equal to \$1,500; \$39 if balance is more than \$1,500.</p>
• Returned Payment	\$25

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases)”. For each day in the billing cycle, Nordstrom Bank determines the daily balance of a Balance Category by taking the beginning balance of that Balance Category, adding any new transactions or charges and subtracting any credits or payments (or portions thereof) that are applicable to that Balance Category. Nordstrom Bank then calculates my daily periodic FINANCE CHARGE for a Balance Category by multiplying the Daily Periodic Rate for the Balance Category by the daily balance of the Balance Category. Each day’s periodic FINANCE CHARGE on a Balance Category is added to the daily balance of that Balance Category to get the beginning balance for the next day and will be part of the Balance Category on which future periodic FINANCE CHARGES are assessed until paid. Late Fees and/or Return Payment Fees are pro rated and allocated to the Balance Categories based on the balances of my Balance Categories on the day I incurred the Late Fee or Return Payment Fees. Miscellaneous fees will be added to my Nordstrom Purchase Balance Category on the day I incurred the fee. Nordstrom Bank will round daily periodic FINANCE CHARGE calculations for a Balance Category to the nearest whole cent. If I paid in full the Current Balance shown on my previous month’s billing statement by the specified payment Due Date, Nordstrom Bank will consider my daily balance of Nordstrom Purchases and Non-Nordstrom Purchases to be zero for each day of the current month’s billing cycle. A credit balance on a Balance Category is considered to be zero for purposes of calculating the balance subject to periodic Finance Charges.