

The information in this document would apply to your account if you applied for a new account today.

(BA922TC0717MCY)  
(SL)

DEPARTMENT STORES NATIONAL BANK CREDIT CARD DISCLOSURES  
FOR THE MACY'S AMERICAN EXPRESS® ACCOUNT

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>26.49%*</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>26.49%*</b> This APR will vary with the market based on the Prime Rate.
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .

Fees	
<b>Transaction Fees</b> <ul style="list-style-type: none"><li>• Cash Advance</li><li>• Foreign Transaction</li></ul>	Either <b>\$5</b> or <b>4%</b> of the amount of each cash advance, whichever is greater. <b>3%</b> of each purchase transaction in U.S. dollars.**
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>• Late Payment</li><li>• Returned Payment</li></ul>	Up to <b>\$38</b> Up to <b>\$38</b>

**How We Will Calculate Your Balance:** We use a method called "Daily Balance (including current transactions)". See your Credit Card Agreement for more details.

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

\*The purchase and cash advance APRs are equal to the Prime Rate plus a margin of 21.99%.

\*\*1% of the U.S. dollar amount is paid to American Express as a foreign currency conversion fee.

**Protections for Active Duty Service Members and their Dependents:** Please see the section of the Credit Card Agreement entitled "Protections for Active Duty Service Members and their Dependents."

## Department Stores National Bank American Express Credit Card Agreement

This Credit Card Agreement is your contract with us. It governs the use of your card and account. Please read this Agreement carefully. Keep it for your records.

### Definitions

**account** means the relationship established between you and us by this Agreement.

**APR** means an annual percentage rate.

**authorized user** means any person you allow to use your account.

**card** means one or more cards or other access devices that we give you to get credit under this Agreement. This includes account numbers.

**we, us, and our** mean Department Stores National Bank, the issuer of your account. Department Stores National Bank is located in Sioux Falls, SD.

**you, your, and yours** mean the person who applied to open the account. It also means any other person responsible for complying with this Agreement.

### Your Account

You agree to use your account in accordance with this Agreement. You must pay us for all amounts due on your account. This Agreement is binding on you unless you close your account within 30 days after receiving the card and you have not used or authorized use of the card. Your account must only be used to purchase goods and services for personal, family and household use. Your account must only be used for lawful transactions.

**Authorized Users.** You may request additional cards for authorized users. You must pay us for all charges made by authorized users. You must pay us even if you did not intend to be responsible for those charges. You must notify us to withdraw any permission you give to an authorized user to use your account.

**Joint Accounts.** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the account is used by only one of you. You will continue to be liable for the entire balance of the account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your account status will continue to be reported to the credit bureau under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Credit Limit.** Your initial credit limit is on the card carrier. After that, your credit limit appears on your billing statement. The full amount of your credit limit is available to use where the card is honored. We may reduce or increase your credit limit at any time for any reason as permitted by law. We will notify you of any change, but the change may take effect before you receive the notice. We may, from time to time, establish limits on the amount of cash advances that may be charged to your account. You should always keep your total balance below the credit limit. However, if the total balance goes over your credit limit you still must pay us. If your account has a credit balance, we may reduce the credit balance by any new charges on your account. You may not maintain a credit balance in excess of your credit limit.

**Checks.** We may provide you with convenience checks. When we do, any use will be a cash advance transaction even if you use the check to make a payment to another creditor. You may not use convenience checks to pay an amount owed to us under this Agreement or to pay another account with us or an affiliate. We do not certify these checks or return any checks that have been paid.

**Billing Statement.** Your billing statement shows the New Balance. This is the total amount you owe us on the Statement Closing Date. To determine the New Balance, we begin with the total balance at the start of the billing cycle. We add any purchases or cash advances. We subtract any credits or payments. We then add any interest charges or fees and make other adjustments.

Your billing statement also shows your transactions; the Minimum Payment Due and payment due date; your credit limit; and your interest charges and fees.

We deliver a billing statement to only one address. You must notify Customer Service of a change in address. We may stop sending you statements if we deem your account uncollectible or start collection proceedings; but we may continue to add interest and fees as permitted by law.

## APRs

**Variable APRs Based on Prime.** If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus an additional amount. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each billing cycle we use the Prime Rate published in *The Wall Street Journal* two business days before the Statement Closing Date. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing cycle for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If *The Wall Street Journal* does not publish the Prime Rate, we will use a similar published rate.

**APR for Purchases.** There is a variable regular purchases APR. It equals the Prime Rate plus 21.99%. As of December 19, 2017, this Annual Percentage Rate is 26.49%. This APR equals a daily periodic rate of 0.07257%.

**APR for Cash Advances.** There is a variable regular cash advance APR. It equals the Prime Rate plus 21.99%. As of December 19, 2017, this Annual Percentage Rate is 26.49%. This APR equals a daily periodic rate of 0.07257%.

**Effect of APR Increases.** If an APR increases, interest charges increase. Your minimum payment may increase as well.

## Promotions

We may offer promotional terms for all or a part of any balances. Any promotional terms may apply for a limited period of time. They will be governed by the terms of the promotional offer and this Agreement. They may include the Special Event and Club Plan offers described below. We may offer other promotional offers from time to time. Your promotional terms will end when the promotional period expires.

Special Event offers. If a promotional offer is a Special Event offer, interest is deferred, which means no interest charges will be imposed on the Special Event balance if you pay the balance in full by the end of the promotional period for that Special Event balance. We will impose interest charges on the Special Event balance at the APR for regular purchases from the date of purchase if you do not pay the balance in full by the end of the promotional period.

Club Plan offers. If a promotional offer is a Club Plan offer, no interest charges will be imposed on the Club Plan balance.

## Interest Charges Based on APRs

**Interest Charges.** We impose interest charges when we apply APRs to your account balances. We do this every day by using a daily periodic rate. To get a daily periodic rate, we divide the APR by 365.

**When Interest Charges Begin.** We begin to impose interest charges the first day we add a charge to a daily balance. The charges we add to a daily balance include purchases and cash advances. They also include interest charges and fees. We continue to impose interest charges until we credit your account with full payment of the total amount you owe us. This method of assessing interest charges described in this section may result in a billing statement with only an interest charge.

**Grace Period on Purchases.** You can avoid interest charges on purchases, but not on cash advances or excluded promotional balances. This is called a grace period on purchases. The grace period is at least 25 days. To get a grace period on purchases, you must pay the New Balance by the payment due date every billing cycle.

If you have a balance subject to a Special Event promotion and that promotion does not expire before the payment due date, that balance (an “excluded promotional balance”) is excluded from the amount you must pay in full to get a grace period on a purchase balance. In addition, if you have a Club Plan balance, that balance (an “excluded promotional balance”) is excluded from the amount you must pay in full to get a grace period on a purchase balance. However, you must still pay any separately required payment on the excluded promotional balance. In billing cycles in which payments are allocated to Special Event balances first, the Special Event balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, so long as you pay the New Balance (less any excluded promotional balance plus any separately required payment on an excluded promotional balance) in full by the payment due date each billing cycle.

Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

**Calculation of Interest Charges – Daily Balance Method (Including Current Transactions).** We calculate interest charges each billing cycle. To do this:

- We start with each of your different balances. These balances include, for example, regular purchases, regular cash advances, and different promotional balances. (When we calculate interest charges, we treat each Special Event transaction separately even if it has the same terms as another Special Event transaction.)
- We calculate the daily balance for each of your different balances. To get a daily balance, we start with the balance as of the end of the previous day. We add any interest charge on the previous day's balance. (This results in daily compounding of interest charges.) We add any new charges. We then subtract any new credits or payments.
- We multiply each daily balance by the daily periodic rate that applies to it. We do this for each day in the billing cycle. This gives us the daily interest charges for each of your different balances.
- We add up all the daily interest charges. The sum is the total interest charge for the billing cycle.
- You authorize us to round interest charges to the nearest cent.

When we calculate daily balances, we add a purchase or cash advance as of the Transaction Date. (The Transaction Date for a cash advance is the date we get a request to complete a transaction. When you send a convenience check directly to someone, the Transaction Date is the date we receive the check for payment. The Transaction Date is on the billing statement.) We add a transaction fee to the same balance as the transaction. We generally add other fees to the regular purchase balance. We subtract a payment or credit as of the day it is credited to the account and then make other adjustments. We treat a credit balance as a balance of zero.

**Minimum Interest Charge.** If we charge you interest, the charge will be no less than \$2. We add the charge to the regular purchase balance or allocate it among one or more of the balances that accrues interest.

**Balance Subject to Interest Rate.** Your statement shows a Balance Subject to Interest Rate. It shows this for each different balance. The Balance Subject to Interest Rate is the average of the daily balances during the billing cycle. A billing cycle begins on the day after the Statement Closing Date of the previous billing cycle. It includes the Statement Closing Date of the current billing cycle.

## **Fees**

**Transaction Fee for Cash Advances.** You take a cash advance if you use a cash advance convenience check; get money through an automated teller machine (ATM); or get money through home banking or a financial institution. For each cash advance we add a transaction fee of 4% of the amount of the cash advance, but not less than \$5.

**Transaction Fee for Purchases in Foreign Currency.** We charge you a fee of 3% of the U.S. dollar amount of each purchase made in a currency other than U.S. dollars, regardless of where the transaction takes place or who the merchant is. 1% of the U.S. dollar amount is paid to American Express as a foreign currency conversion fee.

**Late Fee.** We may add a late fee for each billing cycle in which you have a past due payment. For late fee purposes, you have a past due payment any time you fail to pay the Minimum Payment Due (less the Amount Over Credit Limit shown on your billing statement) by the payment due date. The fee will be \$27; or \$38 for any additional past due payment during the next six billing cycles after a past due payment. However, the fee will not exceed the amount permitted by law. We add this fee to the regular purchase balance.

**Returned Payment Fee.** We may add a returned payment fee for a returned payment. A returned payment is an electronic debit, payment check, or similar payment instrument, that is returned unpaid. We may add this fee the first time your payment is returned, even if it is not returned upon resubmission. The fee will be \$27; or \$38 for any additional returned payment during the next six billing cycles after a returned payment. However, the fee will not exceed the amount permitted by law. We add this fee to the regular purchase balance.

**Returned Convenience Check Fee.** We may add a returned convenience check fee for a returned convenience check. A returned convenience check is any convenience check we do not honor. We may not honor these checks if the amount of the check would cause the balance to go over the cash advance limit or credit limit. We also may not honor these checks if you default; if you did not comply with our instructions regarding the check; if your account has been closed; or for other reasons. The fee will be \$27; or \$38 for any returned convenience check during the next six billing cycles after a returned convenience check. However, the fee will not exceed the amount permitted by law. We add this fee to the regular purchase balance.

## **Information on Foreign Currency Conversion**

Our network provider is American Express. American Express converts transactions in foreign currencies into U.S. dollars. American Express follows its own procedures to do so. These may change from time to time without notice. Currently, American Express uses any conversion rate required by applicable law. If there is none, it uses the highest interbank rate it selects on the business day before the day it processes the transaction. A third party may convert a transaction into U.S. dollars or another currency before sending it to our network provider. In these cases, the third party selects the conversion rate. In all cases, the conversion rate you get is the one used on the transaction's processing date. This may be different from the one in effect on the Transaction Date or posting date for the transaction.

## Payments

**Making Payments.** You may pay all or part of your account balance at any time. However, you must pay at least the Minimum Payment Due by the payment due date each billing cycle. The sooner you pay the New Balance, the less you will pay in interest charges.

We calculate the Minimum Payment Due as follows. We begin with any past due amount. We add any amount in excess of your credit limit. We add the amount due on each Club Plan balance. We add any amount required by the Promotion Calculation. We also add the largest of the following:

- The Calculated New Balance if it is less than \$27;
- \$27 if the Calculated New Balance is at least \$27; or
- 1% of the Calculated New Balance (the result is rounded up to the nearest dollar) plus the amount of your billed interest charges on that balance, any minimum interest charge allocated to that balance, and any applicable late fee. However, we subtract interest charges that accrued during prior billing cycles on a Special Event balance that ended during the billing cycle covered by the statement.

The Calculated New Balance equals the New Balance on the billing statement less any balances subject to a Club Plan or the Promotion Calculation.

The amount due on a Club Plan balance is the smaller of:

- 1/12th of the Club Plan's Highest Balance plus any credit protection or credit insurance fee allocated to that balance. (The result is rounded up to the nearest dollar.) Or
- The Club Plan's balance on the Statement Closing Date.

For each Club Plan balance, the Highest Balance is the highest Club Plan balance on a Statement Closing Date, less any credit protection or credit insurance fee allocated to that balance for that cycle, since the last time that balance was zero. The balance is zero at account opening.

The Promotion Calculation applies to some Special Event transactions. The Promotion Calculation is based on the transaction amount as shown on the first statement that displays the transaction. It applies if paying \$27 on this balance each billing cycle would result in repayment before the end of the promotion period. The Promotion Calculation equals 1% of this balance during the promotion period. (The result is rounded up to the nearest cent.) The Promotion Calculation only applies during the promotion period.

The Minimum Payment Due may reflect adjustments to the New Balance. The Minimum Payment Due is never more than the Calculated New Balance plus the Promotion Calculation plus the amount due on a Club Plan balance.

**Application of Payments.** Payments in excess of the Minimum Payment Due are applied in accordance with law. This means that we will generally apply payments in excess of the Minimum Payment Due to higher APR balances first. However, excess payments received before a Special Event promotion expires are applied to the Special Event promotional balance first in the last two billing cycles of the promotional period. And, if the expiration date of a Special Event promotion is before the payment due date in the billing cycle in which the Special Event promotion expires, excess payments received before the Special Event promotion expires are applied to the Special Event promotional balance first in the last three billing cycles of the promotional period. Payments equal to or less than the Minimum Payment Due and credits are applied at our discretion and you authorize us to apply payments and credits in a way that is most favorable or convenient for us. This may include applying such payments and credits to lower APR balances first and to balances with longer promotional periods first.

**Payment Instructions.** We credit your payments in accordance with our payment instructions on the billing statement. You must pay us in U.S. dollars. To do so, you must use a check, similar instrument, or electronic debit that is drawn on and honored by a bank in the U.S. Do not send cash. We can accept

late or partial payments, or payments that reflect “paid in full” or other restrictive endorsements, without losing our rights. We also reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the U.S. If we do, we select the currency conversion rate. We will then credit your account in U.S. dollars after deducting any costs incurred in processing your payment. Or we may bill you separately for these costs.

### **Credit Reporting**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may report account information in your name and the names of authorized users. We may also obtain follow-up credit reports on you.

If you think we reported incorrect information to a credit bureau, write us at the address shown on the back of your billing statement in the section titled “Disputed Accuracy of Credit Report”. We will investigate the matter. We will then tell you if we agree or disagree with you. If we agree with you, we will contact each credit bureau to which we reported and request a correction. If we disagree with you, we will tell you that.

### **Information Sharing**

You authorize us to share information about you as permitted by law. This includes information we get from you and others. It also includes information about your transactions with us. Please see our Privacy Notice for details about our information sharing practices. The identifying information you provided in your credit application (including name, address, telephone number, email address and social security number) as well as any updates to that information is provided to us, Macy’s, Inc. and their affiliates.

### **Changes to this Agreement**

**We may change the rates, fees, and terms of this Agreement from time to time as permitted by law. The changes may add, replace, or remove provisions of this Agreement. We will give you advance written notice of the changes and a right to opt out to the extent required by law.**

### **Default**

You default under this Agreement if you fail to pay the Minimum Payment Due by its due date; go over your credit limit; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by electronic debit that is returned unpaid; file for bankruptcy; or fail to comply with the terms of this Agreement. If you default, we may close your account and, to the extent permitted by law, demand immediate payment of the total balance.

### **Refusal of the Card, Closed Accounts, and Related Provisions**

**Refusal of the Card.** We do not guarantee approval of transactions. We are not liable for transactions that are not approved. That is true even if you have enough credit. We may limit the number of transactions approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges.

**Preauthorized Charges.** We may suspend any automatic or other preauthorized card charges you arrange with a third party. We may do this if you default; if the card is lost or stolen; or we change your account for any reason. If we do this, you are responsible for paying the third party directly if you wish to do so. You are also responsible for reinstating the preauthorized charges if you wish to do so and we permit it.

**Lost or Stolen Cards, Account Numbers, or Convenience Checks.** You must call us if any card, account number, or check is lost or stolen. You must also call us if you think someone used or may use

them without permission. When you call, we may require you to provide information to help our investigation. We may require you to provide this information in writing. For example, we may ask you to identify any charges that were not made by you or someone authorized by you. We may also ask you to confirm that you received no benefit from those charges.

**Closing Your Account.** You may close your account by notifying us in writing or over the phone. If you close your account, you must still repay the total balance in accordance with this Agreement. We may also close your account or suspend account privileges at any time for any reason. We may do this without prior notice to you. We may also reissue a different card at any time. You must return any card to us upon request.

### **Protections for Active Duty Service Members and their Dependents**

**Protections.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). You are entitled to these protections if you are a Covered Borrower, as defined below.

**Covered Borrower.** You are a Covered Borrower if, in connection with the opening of your account, we determine you are an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member. You will cease to be a Covered Borrower if we determine you are no longer an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member.

**Oral Disclosures.** If you are a Covered Borrower, you may obtain information related to your account, including information about these protections and your payment obligation, by calling 1-877-625-6379.

**Arbitration.** The section of the Credit Card Agreement entitled “ARBITRATION” does not apply if you are a Covered Borrower at the time your account is opened.

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## **ARBITRATION**

***PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.***

**THIS SECTION PROVIDES THAT DISPUTES MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, HAVE A JURY TRIAL OR INITIATE OR PARTICIPATE IN A CLASS ACTION. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR, NOT A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN IN COURT. THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT (FAA), AND SHALL BE INTERPRETED IN THE BROADEST WAY THE LAW WILL ALLOW.**

### **Covered claims**

- *You or we may arbitrate* any claim, dispute or controversy between you and us arising out of or related to your account, a previous related account or our relationship (called “Claims”).
- **If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim.**

Except as stated below, all Claims are subject to arbitration, no matter what legal theory they’re based on or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory



provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present, or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as a co-applicant, authorized user, employee, agent, representative or an affiliated/parent/subsidiary company.

### **Arbitration limits**

- Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- We won't initiate arbitration to collect a debt from you unless you choose to arbitrate or assert a Claim against us. If you assert a Claim against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis Claims brought against you, including Claims to collect a debt.
- Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of 2 or more persons may not be combined in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

### **How arbitration works**

- Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA's website ([www.adr.org](http://www.adr.org)) or by calling 800-778-7879. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.
- Arbitration may be requested any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect account information and other confidential information of either party if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law.
- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on any other person or dispute.

### **Paying for arbitration fees**

- We will pay your share of the arbitration fee for an arbitration of Claims of \$75,000 or less if they are unrelated to debt collection. Otherwise, arbitration fees will be allocated according to the applicable AAA Rules. If we prevail, we may not recover our arbitration fees, unless the arbitrator decides your Claim was frivolous. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.

### **The final award**

- Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal shall be determined by a panel of 3 arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.

### **Survival and Severability of Terms**

This arbitration provision shall survive changes in this Agreement and termination of the account or the relationship between you and us, including the bankruptcy of any party and any sale of your account, or amounts owed on your account, to another person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

### **Rules for rejecting this arbitration provision**

You may reject this arbitration provision by sending a written rejection notice to us at: P.O. Box 790340, St. Louis, MO 63179. Your rejection notice must be mailed within 45 days of account opening. Your rejection notice must state that you reject the arbitration provision and include your name, address, account number and personal signature. No one else may sign the rejection notice. Your rejection notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Rejection of this arbitration provision won't affect your other rights or responsibilities under this Agreement, including use of the account.

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### **Governing Law, Enforcing our Rights and Call Monitoring**

**Governing Law.** Federal law and the law of South Dakota, where we are located, govern the terms and enforcement of this Agreement.

**Enforcing this Agreement.** We will not lose our rights under this Agreement because we delay in enforcing them or fail to enforce them.

**Collection Costs.** To the extent permitted by law, you are liable to us for our legal costs if we refer collection of your account to a lawyer who is not our salaried employee. These costs may include reasonable attorneys' fees. They may also include costs and expenses of any legal action.

**Assignment.** We may assign any or all of our rights and obligations under this Agreement to a third party.

**Call Monitoring.** We may monitor and record any calls between you and us.

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### **For Further Information**

Call us toll-free at 1-866-470-8613 for further information.

Department Stores National Bank  
701 E. 60<sup>th</sup> St. N  
Sioux Falls, SD 57104

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### **Your Billing Rights:**

#### ***Keep this Document for Future Use***

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

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

If you think there is an error on your statement, write to us at:  
Department Stores National Bank  
P.O. Box 8097  
Mason, OH 45040

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### ***What Will Happen After We Receive Your Letter***

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### ***Your Rights If You Are Dissatisfied With Your Credit Card Purchases***

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you

have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:  
Department Stores National Bank  
P.O. Box 8097  
Mason, OH 45040

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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The Macy's American Express Card program is issued and administered by Department Stores National Bank. American Express is a federally registered service mark of American Express and is used by Department Stores National Bank pursuant to a license.

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**Notice to Wisconsin Residents:** You must promptly provide your spouse's name and address to us by calling 1-800-243-6552.

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