

ESIGN CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES

This Agreement revised and effective as of November 8, 2014

As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use electronic records and signatures in our relationship with you. So, before you use our Electronic Services you must review and consent to the terms outlined below.

In this consent:

- "We," "us," "our" and "Wells Fargo" means Wells Fargo Bank, N.A., and any affiliate of Wells Fargo Bank, N.A.
- "You" and "your" means the person giving this consent, and also each additional account owner, authorized signer, or authorized representative, identified on any credit account that you apply for, use or access.
- "Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.
- "Electronic Service" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile devices), either now or in the future.
- "Wells Fargo Product" means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future. Wells Fargo Products include Electronic Services.
- The words "include" and "including," when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is not exclusive or exhaustive, and the items in the list are only illustrations. They are not the only possible items that could appear in the list.

1. **Your consent to use electronic records and signatures; Choosing to receive Communications electronically or in writing; Certain information must still be provided in writing.** In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form ("Electronic Records"). [View additional examples of types of Communications that we may send as Electronic Records under this consent.](#) We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways. These various delivery methods are described in our Online Access Agreement and in other agreements we may have with you from time

to time. In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.

We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this consent will automatically cover those Communications as well.

2. **Your option to receive paper copies.** If we provide Electronic Records to you, and you want a paper copy, you may contact the appropriate customer service unit and request a paper version. You will find the appropriate contact information in the account statement or agreement for the Wells Fargo Product related to the Electronic Record. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law. Please refer to the applicable agreement for any fee that may apply for paper copies.
3. **Your consent covers all Wells Fargo Products; Privacy Policies.** Your consent covers all Communications relating to any Wells Fargo Product. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Wells Fargo Product from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other Wells Fargo Product.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on the Dillard's Card Services Website or, with prior notice to you, on another website where we offer Electronic Services.

4. **You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.** You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:
 - your access to our Electronic Services

- your ability to use certain Wells Fargo Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific Wells Fargo Product, if you withdraw consent we may charge higher or additional fees for that product or for services related to it. Please refer to the applicable agreement for any fee that may apply.

To withdraw your consent, please contact Customer Service:

- Dillard's American Express® Cardholders call 1-866-834-6294, 24 hours a day, 7 days a week
- Dillard's Cardholders call 1-800-643-8278 Monday through Saturday, from 7:00 a.m. to 12:00 a.m. Central Time, and Sunday, from 10:00 a.m. to 8:00 p.m. Central Time

5. **You must keep your email or electronic address current with us.** You must promptly notify us of any change in your email or other electronic address.
6. **Hardware and software you will need.** To receive Electronic Records, you must have access to:
- a Current Version (defined below) of an Internet browser we support,
 - a connection to the Internet,
 - a Current Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader), and
 - a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. The following link includes more information on the browsers we currently support and related system requirements: [Technical Requirements](#). (Note: If you click on the Technical Requirements link, be sure to come back to this page to finish reading this ESIGN Consent.)

You should check the Technical Requirements page occasionally for updates on supported software. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that

your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

7. **Changes to hardware or software requirements.** If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.
8. **Your enrollment in Electronic Services using our equipment.** If you enroll for an Electronic Service through one of our customer service representatives or using our equipment, your enrollment may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this ESIGN Consent.
9. **Communications in languages other than English.** Please note, we may be unable to fulfill and service Wells Fargo Products in a language other than English. Future Communications may be in English only. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it and to explain any future Communications in English.

Please indicate your consent to use electronic records and signatures by clicking on the "I Accept" button below. By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, and authorized representatives identified with your Wells Fargo Products.

ADDITIONAL EXAMPLES OF ELECTRONIC RECORDS COVERED BY YOUR CONSENT INCLUDE:

1. This ESIGN Consent Disclosure and any amendments;
2. Our Online Access Agreement, other service or user agreements for online access to our Electronic Services, and all amendments to any of these agreements;
3. All of the Communications related to any Wells Fargo Product, except for those excluded by the terms of this ESIGN Consent Disclosure;
4. All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Wells Fargo Products;
5. Any notice or disclosure regarding fees or assessments of any kind, including late fees
6. Notices of amendments to any of your agreements with us; and
7. Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion.