

Online Access Agreement ("Agreement") for Dillard's Card Services Website

This Agreement revised and effective as of November 8, 2014

This Dillard's Card Services website (the "Website" or "Site") is provided by Wells Fargo Bank, N.A., the issuer of Dillard's credit card ("Card").

In this Agreement, "we," "us," "our," "Issuer" and "Wells Fargo" means Wells Fargo Bank, N.A. "You" and "your" means the person entering into this Agreement, and also each additional account owner, authorized signer, or authorized representative identified on any Card account that you apply for, use or access.

Please read this Agreement carefully. By clicking "I Agree" below, you are agreeing to the terms of this Agreement.

You may use this Site for purposes of managing your Card account. Through the Site you may perform functions such as making payments on your account, viewing your account transactions and statement, and receiving other information related to your Card account. From time to time the Site may be updated to provide other features and functionality.

By using the Site or downloading materials from the Site, you agree to abide by (i) the terms and conditions set forth in this Agreement, (ii) the terms or instructions appearing on a screen while using the Site and (iii) the policies described on the Site.

This Agreement applies only to your access to and use of this Website. This Agreement does not alter the terms or conditions of any other agreement you may have with the Issuer, including your Card agreement.

Requirements for Use

In order to use the Site, you must: (i) be at least 18 years old, (ii) be a resident of the United States and (iii) maintain an active email address and keep your email address current with Wells Fargo. You agree that any information you provide through the Website will be true, accurate and complete.

Security and Access

You will be required to use a user name, password and/or other secure devices or protocols to access the Site and to perform certain transactions through the Site. User names, passwords, and other secure devices or protocols are collectively referred to as "Security Credentials."

It is your responsibility to ensure that your Security Credentials are used only by you. You agree to protect the confidentiality of your Security Credentials. FAILURE TO PROTECT YOUR SECURITY

CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO: (1) USE THE SITE AND ACCESS YOUR ACCOUNT INFORMATION, AND (2) MAKE CHANGES TO YOUR ACCOUNT AND PERFORM TRANSACTIONS ON YOUR ACCOUNT.

You agree that you are solely responsible for actions and communications transmitted through the use of your Security Credentials.

You agree to notify Wells Fargo immediately if you become aware of any loss, theft, or unauthorized use of your Security Credentials.

You further agree that you will not use a false identity on the Website or use the Site for any illegal purpose.

Viewing Statements and Transaction Information Online

Information about your Card account(s), such as account transactions, purchases, payment history, and other account details, may be viewed online through the Site.

Wells Fargo offers online statements for certain eligible Card accounts, allowing you to replace your mailed (paper) statement with an electronic version (such as a PDF) that you can view on the Site, save to your computer, or print at your convenience. Any legal notices or disclosures that normally accompany your mailed statement or that Issuer would otherwise deliver to you by mail concerning your Card account may be delivered to you electronically.

If you choose to receive online statements, you must provide Wells Fargo with a valid email address. When you choose to receive online statements for a Card account, we will no longer mail paper statements to you for that account.

You will need to ensure that your computer software meets the requirements provided on the Site in order to view, print, and/or save your online statement and legal notices.

If you choose to receive online statements, you can at any time withdraw that choice and request paper statements to be mailed instead.

Account Alerts

From time to time, you may enroll to receive electronic messages ("alerts") about your eligible Card account(s). You may receive alerts through email, text enabled cell phones, or push notices on smartphones.

You agree that each alert may not be encrypted, and may include your name and information pertaining to your account(s). Receipt of any alert may be delayed, or prevented by factors affecting your Internet

service provider, device carrier, and other relevant entities. We neither guarantee the delivery or the accuracy of the contents of any alert. Wells Fargo will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any alert; (b) inaccurate content in an alert; or (c) your use or reliance on the contents of any alert for any purposes. We reserve the right to terminate any alerts service at any time.

Communicating with You

Unless otherwise required by applicable law, if we are required to provide you with information in writing, we may, at our option, send it electronically either:

- to your email address,
- by posting the information on the Site or to your secure mailbox contained on the Site, and sending you a notice to your postal address or email address (either separately or as part of an account statement) telling you that the information has been posted and providing instructions on how to view it, or
- to the extent permitted by law, by posting the information to our Site. 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 our Site.

You agree that we may from time to time make telephone calls and send text messages to you in order for us to (i) service your accounts or (ii) collect any amount you may owe.

The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic dialing device. We may call you and send text messages to you at any telephone number you have provided to us, including mobile/cellular telephone numbers that could result in charges to you.

Proprietary Rights

Other than your personal account information, all content included or available on the Site, such as advertisements, text graphics, logos, button icons, images, audio clips, and software, is the property of Wells Fargo, and/or third parties and is protected by copyrights, trademarks, or other intellectual property rights. The compilation (meaning the collection, arrangement, and assembly) of all content on the Site is the exclusive property of Wells Fargo and/or its licensors and is protected by copyright or other intellectual property rights.

The trademarks, logos, and service marks displayed on the Site (collectively the "Trademarks") are the registered and unregistered trademarks of Wells Fargo, or third parties. Under no circumstances may you use copy, alter, modify, or change the Trademarks or intellectual property contained on the Site. Nothing contained on the Site should be construed as granting by implication or otherwise any license or right to use any Trademark or intellectual property without the express written permission of Wells Fargo, or the third party which has rights to such Trademarks, or intellectual property as appropriate.

You may view and download information related to your account only for the purposes of managing your Card account or as otherwise permitted in this Agreement.

Third Party Content and Service Providers

Some content on this Site may be supplied by companies that are not affiliated with Wells Fargo ("Third Party Content"). Third Party Content is provided for informational purposes only and Wells Fargo specifically disclaims any responsibility for Third Party Content. THE THIRD PARTY CONTENT IS PROVIDED ON AN "AS-IS" BASIS AND USE OF THIRD PARTY CONTENT IS AT YOUR OWN RISK.

You acknowledge that you have the appropriate computer equipment, software and Internet access to use the Site. You are solely responsible for any communication charges and equipment costs relating to your use of the Site. You agree that Wells Fargo is not responsible for any failure of the equipment, software or service providers you use to access the Site.

Disclaimer and Limitation of Liability

WELLS FARGO DOES NOT GUARANTEE THAT THE WEBSITE WILL BE ERROR-FREE, OR UNINTERRUPTED. THE WEBSITE, AND THE INFORMATION PROVIDED ON THE SITE IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, WELLS FARGO MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND FOR THE SITE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE.

In no event will Wells Fargo, its affiliates or any of its third-party service providers be liable for any consequential, indirect, incidental, special or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, the Website, or the inability to use the Website, even if advised of the possibility of such damages. Some states may prohibit the limitation of liability for consequential or incidental damages. In those states the limitation of liability with respect to consequential or incidental damages (or other damages specified by law in such state) may not apply.

Amendments to this Agreement

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement. When changes are made we will update this Agreement on the Site. The Site will be updated on or before the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law or regulation requires that it be updated at an earlier time. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used. By continuing to use the Site after we send you notice of any change, you agree to the change.

Termination

Wells Fargo may terminate your access to the Site by providing you with thirty days prior notice. However, your access may be terminated earlier if (a) you have violated any provision of this Agreement or your Card account agreement, (b) Wells Fargo has a reasonable belief that termination is necessary for the protection of you or the protection of Wells Fargo or (c) your Card account is closed. Wells Fargo will not have any liability to you for any losses or damages you may suffer or incur as a result of your inability to access the Website.

Wells Fargo may change or discontinue any aspect of the Site, including the availability of any features of the Site, at any time. Issuer also may impose limits on certain features.

Governing Law

Your Card account will continue to be governed according to the laws described in that account agreement. This Online Access Agreement, however, is governed by the laws of the State of South Dakota, without regard to conflict-of-law rules. In the event of any conflict between this Agreement and your Card account agreement, your Card account agreement will control.