

DILLARD'S PAY AND BUY CARD TERMS AND CONDITIONS

These Dillard's Pay and Buy Card Terms and Conditions ("Terms") set forth the terms and conditions governing your use of the Dillard's Pay and Buy Card ("Card"). This Card is a stored value card issued to you by Wells Fargo Bank, N.A. (also referred to in these Terms as "Bank," "we," or "us") on behalf of your employer, Dillard's, Inc. ("Dillard's"). By using this Card, you agree to be bound by these Terms. This Card allows you to: obtain the employee discount on your purchases at Dillard's locations and dillards.com; and make payments for purchases at Dillard's locations and on dillards.com, as described in these Terms.

Prior to using the Card, you must sign the back of the Card and load a dollar value ("funds") to it, as described in these Terms. To load funds to the Card, visit a Dillard's location with your Card and add funds by making a cash or check payment to the Card at a checkout register. Cash payments are immediately available for your use. We may delay the availability of a check payment until we receive payment from the check. Make sure you add sufficient funds to cover your planned purchases with the Card; split transactions conducted with the Card and another payment method are not allowed. You may check your Card balance by calling 1-800-643-8278, or by visiting a Dillard's store location. You may not use the Card at any other merchant or to obtain cash from any merchant, ATM, or bank teller. We will not pay interest on the funds in the Card account and the funds are not insured by the FDIC.

If you load funds to the Card via check and the check is returned unpaid, we will reverse any credit made to the Card as a result of accepting the check payment. You agree to immediately reimburse us for any resulting negative balance; further, we may terminate your Card in the event any check you use to load the Card is returned unpaid. You will not be assessed any fees in connection with the Card.

We will mail you a monthly statement that identifies account activity for every statement cycle in which your Card has transactions. In any case, we will mail a statement each quarter if your Card has a balance on it. In the event the Card is not used by you for 360 consecutive days, we will send a check to you in the amount equal to the balance on the Card. In addition, at any time, you may call 1-800-643-8278 to request a check in the amount equal to the balance on the Card. If your employment with Dillard's terminates for any reason and we are notified by you or by Dillard's of this information, we will close the Card and send a check to you for the remaining funds on the Card. Checks should arrive within 10 business days after the applicable funds are removed from the Card.

Card materials, checks, statements, and other notices will be mailed to the address we have on file, as provided by you on your Card application. If your address changes or is incorrect, please contact Dillard's Card Services at 1-800-643-8278.

If your Card is lost, stolen, or damaged, please call 1-800-643-8278 to obtain a replacement Card. Replacement Cards should arrive within 10 days.

Please call 1-800-643-8278 with any other inquiries, questions, or concerns about the Card.

We may amend these Terms from time to time. Please visit retailservices.wellsfargo.com/dillards/agreements.html to view the current Terms.

In order for us to service your Card, you agree that we may make calls and/or send text messages to you at any telephone number(s) associated with your Card, including wireless telephone numbers that could result in charges to you. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us. You further agree that, in order for us to service your Card, we may send e-mails to you at any e-mail address you provide to us and if you contact us by phone, we may monitor or record the conversation.

These Terms, the Card, and all transactions hereunder are subject to the laws of the United States, and to the extent applicable, the laws of the State of South Dakota, without regard to conflict of laws principles.