

# NORDSTROM CREDIT CARD DIGITAL WALLET TERMS OF USE

[Spanish-language version](#)

These Terms of Use ("Terms") govern your use of any eligible Nordstrom Credit Card issued by TD Bank USA, N.A. ("Credit Card") when you add, attempt to add, or keep a Credit Card in a digital wallet including, but not limited to, Apple Wallet and any other electronic payment system into which your Credit Card may be enrolled by you ("Digital Wallet") on any mobile phone, tablet, watch, or other device ("Device") that supports the Digital Wallet. **These Terms are a legal agreement, so please read them carefully.** The words "you" and "your" mean a Nordstrom Credit Card cardholder or authorized user, and the words "we," "us," and "our" means both TD Bank USA, N.A. and Nordstrom, Inc., the servicer of your Credit Card.

## 1. Your Nordstrom Credit Card Agreement Still Applies

Your Credit Card is governed by the Nordstrom Credit Card Agreement ("Agreement"), including any attachments, which are amended by these Terms. The Agreement may describe, for example, the applicable fees, interest, and other rights and obligations that apply when you use your Credit Card. The Agreement still applies when using your Credit Card in a Digital Wallet. In the event of any conflict between these Terms and the Agreement, the terms and conditions of the Agreement will control. Your use of a Digital Wallet will also be subject to agreements or terms of use with the relevant Digital Wallet provider ("Digital Wallet Provider") or other third parties such as wireless companies or data service providers.

## 2. Using a Credit Card in a Digital Wallet

If you want to add a Credit Card to a Digital Wallet, you must follow the procedures adopted by the Digital Wallet Provider and any further procedures we adopt. Not all Credit Cards are eligible to be added to a Digital Wallet. We may not add a Credit Card to a Digital Wallet if we cannot authenticate the Credit Card or if we otherwise suspect there may be fraud associated with the Credit Card. A Digital Wallet allows you to make purchases using an added Credit Card wherever the Digital Wallet is accepted. A Digital Wallet may not be accepted outside of the United States or at all places where your Credit Card is accepted.

## 3. Applicable Fees

We do not charge you any fees for adding a Credit Card to a Digital Wallet. Please see the Agreement for any applicable fees, interest, or other charges associated with your Credit Card. In addition, the Digital Wallet Provider or other third parties, such as wireless companies or data service providers, may charge you service fees in connection with your use of your Digital Wallet or Device.

## 4. We are Not Responsible for the Use or Function of the Digital Wallet

We are not the provider of any Digital Wallet and are not responsible for its use and function. We are only responsible for the Credit Card. You should contact the Digital Wallet Provider's customer service if you have questions about how to use a Digital Wallet or problems with a Digital Wallet. **We are not responsible for any failure of a Digital Wallet or your inability to use a Digital Wallet for any transaction. We are also not responsible for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept a Digital Wallet.**

## 5. Your Responsibilities to Keep Your Credit Card Secure and Notify Us of Errors or Fraud

You agree to protect and keep confidential your User ID, passwords, and all other information required for you to make purchases with your Credit Card using a Digital Wallet. If you share these credentials with others, they may be able to access your Digital Wallet and make purchases with your Credit Card or obtain your personal information. The Agreement requires you to contact us promptly if you believe there are errors or if you suspect fraud with your Credit Card. We will resolve any potential error or fraudulent purchase in accordance with the Agreement. We will not be liable for any losses you incur except as specifically described in the Agreement or as otherwise provided by law.

## 6. Security of the Digital Wallet

In addition to your efforts to keep your credentials secure, we take reasonable steps designed to help secure information we send to others from your use of a Credit Card in a Digital Wallet. However, the Digital Wallet Provider is responsible for the security of information provided to it or stored in the Digital Wallet. **We do not guarantee security and we are not responsible if there is a security breach affecting any information stored in a Digital Wallet or sent from a Digital Wallet.**

## 7. We Can Block, Suspend, or Cancel Your Use of a Credit Card

We can block you from adding an otherwise eligible Credit Card to a Digital Wallet, suspend your ability to use a Credit Card to make purchases using a Digital Wallet, or cancel entirely your ability to continue using a Credit Card in a Digital Wallet. **We may take these actions at any time and for any reason,** such as if we suspect fraud with your Credit Card, if your account is past due, if applicable laws change, or if directed to do so by the Digital Wallet Provider or the applicable card network. You may remove a Credit Card from a Digital Wallet by following the Digital Wallet Provider's procedures for removal.

## 8. Your Privacy

We will only share your information in a manner that is consistent with the Nordstrom Credit Card Privacy Notice.

The Digital Wallet Provider may use your information for different purposes, so please review carefully the portion of the Digital Wallet Provider's agreements and disclosures relating to how it uses your information. You agree that we may exchange information about you with the Digital Wallet Provider and the applicable card network to facilitate any purchase you initiate using a Credit Card. We may also share your information to make information available to you in the Digital Wallet about your Credit Card transactions, or to assist the Digital Wallet Provider in improving the Digital Wallet. **We are not responsible for any loss, injury, or other harm you suffer in connection with the Digital Wallet Provider's use of your information. By provisioning your Credit Card to the Digital Wallet, you are changing your information use and sharing choices to allow all such sharing.**

## 9. Use of Your Feedback

To the extent you provide any ideas, requests, feedback, reports, suggestions, recommendations, or other information to us in writing, orally, by demonstration, or otherwise regarding your use of a Digital Wallet, you hereby grant to us a fully paid-up, perpetual, irrevocable, worldwide license to use, reproduce, incorporate, modify, display, perform, sell,

make or have made derivative works of, distribute (directly or indirectly), and sublicense such feedback in connection with our products and services or otherwise.

#### **10. You Agree to Us Contacting You Electronically**

You agree to receive electronic communications from us, including emails to the email address you have provided in connection with your Credit Card account. You agree to update your email address when it changes by contacting us using the contact information in the Agreement. You may also contact us if you wish to withdraw your consent to receive these electronic communications, but doing so may result in your inability to continue using your Credit Card in the Digital Wallet.

#### **11. One-Time Passcode**

You may be required to further authenticate your identity when adding your Credit Card to a Digital Wallet by receiving a One-Time Passcode via email or text message. The Nordstrom One-Time Passcode program will manage sending the passcode. If you select to receive the passcode via text message, message and data rates may apply from your carrier.

#### **12. Disclaimer, Limitation of Liability and Indemnification**

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, YOUR USE OF YOUR CREDIT CARD WITH ANY DIGITAL WALLET AND/OR YOUR USE OF ANY DIGITAL WALLET ARE PROVIDED ON AN "AS IS" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, CONFIDENTIALITY, SECURITY, OR PRIVACY. WE DO NOT WARRANT THAT YOUR USE OF YOUR CREDIT CARD WITH ANY DIGITAL WALLET AND/OR USE OF ANY DIGITAL WALLET WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS.

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL WE, OUR DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY DIGITAL WALLET, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THESE TERMS OF USE SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OUR OR OUR SUPPLIERS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS US, OUR DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, REPRESENTATIVES, DISTRIBUTORS, AND VENDORS FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING OR ARISING OUT OF YOUR USE OF ANY DIGITAL WALLET OR BREACH OF ANY OF THESE TERMS.

CERTAIN PROVISIONS OF THE FOREGOING PARAGRAPH MAY NOT APPLY IN JURISDICTIONS WHERE PROHIBITED BY LAW.

#### **13. Governing Law**

These Terms, your use of any Digital Wallet, and any claim, dispute or controversy arising from or relating to these Terms are governed by and construed in accordance with United States federal law and the laws of the state of Delaware (without regard to any Delaware conflict of law principles).

#### **14. We May Change These Terms at Any Time**

We may change these Terms at any time by changing these Terms or the Agreement, and we will provide advance notice of these changes if we are required to do so under applicable laws. You agree to any such changes by continuing to keep a Credit Card in a Digital Wallet. The date of the most recent change to these Terms is shown at the top of these Terms. If you do not accept a change to these Terms, you must remove all Credit Cards from all Digital Wallets.

#### **15. Questions?**

If you have any questions, disputes, or complaints about a Digital Wallet, you should contact the Digital Wallet Provider. If you have any questions, disputes, or complaints about your Credit Card, you should contact us by referring to the contact information in the Agreement.

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