

Store #

Associate #

Date

**You MUST have a state issued picture ID and a current credit or debit card to apply.**

I have read and agree to the terms stated under the authorization at the bottom of this form. The creditor may verify my information, check my credit history and secure follow-up credit reports on me. I agree that use of the account constitutes my agreement with the terms and conditions of the Cardmember Agreement which I will receive when my Credit Application is processed.

First Name (please print)*

M.I.

Last Name*

\*Signature \_\_\_\_\_

\*Required field

**Provide your e-mail address and receive:**

- Details on how to save 10% on your first Kohls.com order
- Receive e-mail notifications of our biggest sales

**E-Mail Address (optional)**

**Please see important information about rates, fees and other costs located on the reverse side of this form.**

**Purchase the optional Kohl's Account Ease<sup>SM</sup> (KAE) and get help with your Account when you need it most.**

If you want to purchase optional Kohl's Account Ease<sup>SM</sup> (KAE) at a cost of \$1.60 per \$100 of your ending monthly statement balance, read the following KAE Benefit Summary/Disclosure and then make your election on the keypad.

PA-209

## KAE Benefit Summary/Disclosure

Kohl's Account Ease<sup>SM</sup> (KAE) is an optional amendment to your Cardmember Agreement under which we may cancel the balance on your Account up to a maximum of \$10,000. The Plan\* works when you, your Spouse or Domestic Partner, an Authorized User of your Account, or a Higher Wage Earner in your Household experience a qualifying:

- Involuntary Unemployment
- Disability
- Hospitalization
- Loss of Life

### COST OF THE PLAN

The cost is \$1.60 per \$100 of your ending monthly statement balance and will be conveniently billed to your credit card, each month, unless cancelled. When you do not have a balance there is no charge.

### 30-DAY MONEY-BACK GUARANTEE

Within two weeks after approval of your credit card application, you will receive an Amendment to the Cardmember Agreement with complete details about the Plan.

If you are not completely satisfied, you will have 30 days to cancel and receive a full refund of any Plan fees paid. Of course, you may cancel at any time. To cancel, call 1-800-470-0554. We may cancel the Plan at any time. Please read your Amendment to the Cardmember Agreement carefully. There are eligibility requirements, conditions, and exclusions that could prevent you from receiving benefits under the Plan; a complete explanation can be found in Sections 2-7 of the Amendment. This Plan is not required to obtain credit and your decision whether or not to purchase the Plan is not a factor in the bank's credit decision, nor will it affect the terms of any existing credit agreement with the bank.

\*The sum total of Cancellation Benefits applied to your Account under all features of Kohl's Account Ease<sup>SM</sup> will not exceed \$10,000 in the aggregate. You must have purchased the Plan as of the Qualifying Event Date. Benefits are based on the account balance as of the date of the Qualifying Event, and charges made on or after a Qualifying Event Date are not covered by the Plan. You must continue to pay the Minimum Monthly Payment Due. To qualify for the Involuntary Unemployment benefit, unemployment must continue for 90 days and prior employment is required; Hospitalization must continue for 7 consecutive days; Disability must continue for 90 consecutive days. **Please keep a copy of this Summary/Disclosure for your records.**

## KOHL'S CARDMEMBER AGREEMENT

This agreement ("Agreement") governs your Kohl's credit card Account ("Account") with us. Please keep this Agreement for your records. You agree with us that the following terms apply to your Account.

1. Definitions and Card Usage: In this Agreement, the words "you", "your", and "cardmember" refer to each person who applies for the Account and each person who agrees to be liable on the Account. The words "we", "us," and "our" refer to Chase Bank USA, National Association with offices in Wilmington, DE 19801, the creditor and issuer of the Account and any other person to whom this Agreement and/or the Account may be assigned. "Kohl's" means Kohl's Department Stores, Inc., N56 W17000 Ridgewood Dr., Menomonee Falls, Wisconsin 53051. Kohl's is servicing your account on our behalf and is also referred to alone or together with others as an agent. The word "card" means the card issued to you under this Agreement that may be used to make purchases at Kohl's. You agree that all purchases made using the Account shall be only for personal, family, or household purposes.

2. Promise to Pay and Authorized Users: In return for extending credit to you on this Account from time to time, you agree to pay us at the address shown on your monthly billing statement ("Statement") for all goods and services you charge to this Account, plus any Finance Charge and other charges set forth below, according to the terms of this Agreement. If more than one person has applied for or is liable on this Account, each of you will be responsible for paying all charges incurred by either of you or anyone either of you permit to use this Account. If you allow someone to use this Account, that person will be an authorized user. You should think carefully before letting anyone become an authorized user because you are allowing that person to use the Account as you can. You will remain responsible for your Account and each card issued on your Account. This includes your responsibility for paying all charges on your Account made by an authorized user.

3. When Effective: Your signature, including any electronic signature, on the application for this Account or on any sales receipt, or your use of this Account, is your consent to the terms of this Agreement with us and your acknowledgement of delivery of a copy of this Agreement to you. New Account applicants should read this entire Agreement, before you sign the Application. Existing cardmembers who have received this Agreement in connection with a change in terms notice, should read this Agreement carefully before using their cards as use of the card after the effective date of this Agreement will constitute acceptance of this Agreement even if you have previously notified us in writing that you have rejected the change in terms. The information you provide or have previously provided on the application that identifies you constitutes a part of this Agreement and is incorporated in it by reference. For new Account applicants, this Agreement will not be effective until we approve your application, and then, after that, only if you or someone authorized by you charges a purchase to this Account. Also, until you or someone authorized by you use this Account, you will not be responsible for any use of the Kohl's credit card after its loss or theft.

4. Billing Period, Grace Period, Minimum Finance Charge, APR and Interest Free Option: In order to manage your Account, we divide time into periods called billing periods. Each billing period is approximately one month in length. For each calendar month your Account will have a billing period ending in that month. Your account will have a billing period ending in each calendar month whether or not there is a billing statement for that billing period.

No Finance Charge will be imposed in any billing period (a) in which there is no balance at the beginning of the billing period or a credit balance (the "Previous Balance" shown on your Statement), or (b) in which payments received and credits issued by the due date shown on your Statement, equal or exceed the balance at the beginning of the billing period. If we do not receive the full amount due (the "New Balance" shown on your Statement) by the due date shown on your billing statement, we will impose a Finance Charge determined by applying a monthly periodic rate of 1.825% (ANNUAL PERCENTAGE RATE 21.9%) to the Average Daily Balance.

A minimum FINANCE CHARGE of \$.50 will be imposed in any billing period in which the FINANCE CHARGE resulting from application of the above-stated monthly periodic rate is less than \$.50.

"Interest Free" (no Finance Charge) Option: If you reside in CT, DC, DE, MD, NJ, NY, PA, TN, VA, or WI you will have the option of avoiding a Finance Charge in any billing period if you pay one-third of the new balance as set forth on your Statement, but not less than \$50. If your New Balance is \$50 or less, you must pay the entire New Balance to avoid Finance Charges in the following month. If you move from a state where the "Interest Free" option is being provided to a state where this feature is not available, you will no longer be able to exercise this option.

5. Method of Computing Finance Charge - Average Daily Balance Including New Purchases: We calculate the Finance Charge on your Account by applying the above-stated monthly periodic rate to the "Average Daily Balance" (including new purchases) of your Account. To get the Average Daily Balance, we take the beginning balance of your Account each day, then we add any new purchases, unpaid Finance Charges, fees, other charges and debit adjustments, then subtract any payments, credits or credit adjustments. This gives us the daily balance. Then, we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the "Average Daily Balance."

Subject to the Grace Period, we accrue Finance Charges on a purchase, fee or Finance Charge from the date that it is added to your account until payment in full is received. On the first day of each billing period we add to the daily balance the unpaid Finance Charges from the prior billing period (in this way we compound Finance Charges on a monthly basis). Purchases and fees are added to your daily balance as of the transaction date or a later date of our choice.

6. Minimum Monthly Payment and Application of Payments: You agree to pay us at least the minimum monthly payment set forth on your Statement each month. You must pay us in U.S. currency with a single draft or check drawn on a U.S. bank and payable in U.S. dollars, with a negotiable instrument payable in U.S. dollars and that is cleared through the U.S. banking system, or through an electronic payment method that clears through the U.S. banking system. If we decide to accept a payment made in a foreign currency, you authorize us to choose a conversion rate that is acceptable to us to convert your payment into U.S. currency, unless a particular rate is required by law. If your New Balance is less than \$5, the entire New Balance will be due. Otherwise, it will be the largest of the following: \$5.00; 3% of the New Balance rounded up to the nearest dollar amount; or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late fees rounded up to the nearest dollar. As part of the minimum payment due, we also add any amount past due.

You agree that we are authorized to allocate your payments and credits in a way that is most favorable or convenient for us. You may at any time pay more than the minimum monthly payment or the New Balance. If you pay more than the minimum monthly payment, but less than the New Balance, you will still be required to pay the minimum monthly payments due as shown on future Statements.

We reserve the right to electronically collect your eligible payment checks, at first presentment and any replacement, from the bank account on which the check is drawn. Our receipt of your payment checks is your authorization for us to collect the amount of the check electronically, or, if needed, by a draft drawn against the bank account. Payment checks will be collected electronically by sending the check amount along with the check, routing and account numbers to your bank. Your bank account may be debited as early as the same day we receive your payment. The original payment check will be destroyed and an image will be maintained in our records.

7. Disputed Amounts and Legal Notices: We can accept late payments or partial payments, or items marked "payment in full" or other similar language, or payments with a request to apply the payment in a particular manner, without losing any of our rights under this Agreement, including our right to receive payment in full. No payment shall operate as an accord and satisfaction without our prior written approval. All communications concerning disputed amounts, including any check or other payment instrument sent to us in an amount less than the full amount due that is marked "paid in full," that is tendered with other conditions or limitations, or that is otherwise tendered as full satisfaction of a disputed amount, must be sent to us at the address for billing inquiries shown on the Statement. For important information regarding your right to dispute billing errors under federal law, see the section marked "Notice" that accompanies your copy of this Agreement. All notices relating to legal actions, including bankruptcy notices, must be sent to us, through our agent, at Kohl's, ATTN: Credit Administrator, P.O. Box 3043, Milwaukee, WI, 53201-3043. Legal notices sent to any other addresses will not satisfy the legal requirement that you provide us with notice.

8. No Waiver By Us: We reserve the right to delay or refrain from enforcing any of our rights under this Agreement without losing them. For example, we can extend the time for making certain payments without extending others or we can accept late or partial payments without waiving our right to have future payments made when they are due.

9. Returned Check Fee: If any check, instrument, or electronic authorization used to pay the amount you owe under this Agreement is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored, we may charge you a returned check fee of \$25. You agree that we may add this fee to the outstanding balance on your Account.

10. Late Fee: If your minimum monthly payment is not received by us on the due date shown on your Statement, we may impose a late payment fee of \$15 if your balance is greater than \$15, but less than \$50.01 and \$29 if your balance is greater than \$50, however, if your balance is \$15 or less you will not be charged a late payment fee. We will add any late payment fee to the balance due on your Account.

11. Security Interest, Default/Collection Costs: To the extent permitted by applicable law, you grant us, and we shall retain a purchase money security interest under the Uniform Commercial Code in each item of merchandise purchase at a Kohl's store or otherwise from Kohl's on your Account to secure the repayment in full of all amounts owed to us in connection with the purchase of that item. In the event that you default under this Agreement, we shall have all of the rights of a secured party under applicable law, including to the extent permitted by applicable law, the rights to repossess items of merchandise that remain subject to our security interest. For the sole purpose of determining at any time what items remain subject to the security interest, payments on your Account will be deemed to be applied as follows: first to Finance Charges, late and returned check fees, then to Insurance or debt cancellation charges, if applicable, then to purchases subject to the interest free option and then to all other purchases. It is expressly agreed that no security interest or lien will be acquired or retained by us in your principal dwelling, except to the extent that a lien may be created, obtained or granted as a result of a court order or judgment.

You will be in default if you fail to pay any minimum monthly payment when it is due, if you breach any other promise or obligation under this Agreement, if you become incapacitated or die, or if you file for bankruptcy. Subject to applicable law, we may also consider you to be in default under this Agreement at any time if any statement made by you to us in connection with this Account or any other credit program with us was false or misleading; if we receive information indicating that you are bankrupt, intend to file bankruptcy, or are unable to pay your debts as they become due; or we receive information leading us to conclude that you are no longer credit worthy. In evaluating your creditworthiness, you agree that we may rely on information contained in consumer reports, and in our discretion we may consider the amount of debt you are carrying compared to your resources or any other of your credit characteristics, regardless of your performance on

this Account. In the event of default, subject to any right you may have under applicable law, we may demand that you pay the entire unpaid balance due. If the Account is referred to an attorney, you agree to pay our reasonable attorney's fees, but only to the extent and in the amount permitted by applicable law, and court costs will also be recovered where permitted by applicable law.

12. Your Credit Limit and Canceling or Limiting Your Credit: Your credit limit appears on your billing statement. You are responsible for keeping track of your Account balance including any fees and Finance Charges and making sure it remains below your credit limit. We may but are not required to authorize charges that go over your credit limit. You must pay any amount over your credit limit and you must pay us immediately if we ask you to do so. This Agreement applies to any balance over your credit limit. We have the right at any time to limit or terminate the use of your Account without giving you notice in advance. We may increase or decrease your credit limit from time-to-time as we deem appropriate. You may end this Agreement for any reason but, if you do, you agree to pay the total balance due under the current terms of your Account.

13. Credit Cards: All cards we issue remain our property and, if requested, you agree to return to us any card issued to you. You agree to notify us promptly if any card we issue to you is lost or stolen. You may be liable for the unauthorized use of the card. You will not be liable for unauthorized use that occurs after you notify us through our agent, Kohl's, ATTN: Credit Administrator, P.O. Box 3120, Milwaukee, WI 53201-3120 (or 1-800-564-5740), orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00.

14. Additional Cards and Revoking an Authorized User's Card: You may request additional cards on your Account for yourself or authorized users. However, if you do you will be liable for all charges incurred by these persons in accordance with this Agreement. You agree to notify us immediately if you revoke permission to use the Account for any person you previously authorized to use your Account. In that case, we may close the Account and issue a new card or cards with a different Account number. An authorized user is not liable for charges incurred by you or by other authorized users. You authorize us to provide Account information to authorized users and to discuss the Account with them. You agree to notify each authorized user, at the time he or she becomes an authorized user,

that we may receive, record, exchange and use information about him or her in the same manner we do with information about you as described in this Agreement.

15. Change in this Agreement: We may add or delete a term or change any term of this Agreement, including the rate of Finance Charge, by furnishing you notice of the change in the manner required by applicable law. To the extent permitted by applicable law, any new terms may at our option be applied to any balance existing on the Account at the time of the change, as well as to any subsequent transactions.

16. Credit Investigation: You authorize us to investigate your credit history by obtaining credit reports in connection with your application for this Account and subsequently in connection with a purchase, a review of your Account, or efforts to collect any amount due on your Account. Upon your request we will tell you whether or not a credit report was requested and the name and address of any consumer credit reporting agency that furnished the report. You authorize us to make direct inquiries of businesses where you have accounts, where you work, and financial institutions where you bank. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information.

17. Telephone Monitoring and Recording: In order to assure that you receive the best possible customer service, and that our employees and agents are complying with our policies and all applicable laws in their contacts with you, on occasion, we or our agents may record your call or we may have a second employee listening to customer calls. You consent to the recording and monitoring of calls and further authorize us or our agents to contact you by telephone for any lawful purpose including the offering of products or services that Kohl's or we believe may be of interest to you.

18. Communications/Change of Information: We will send cards, billing statements and other communications to you at any address shown in our files. If you change your name, address, or any other contact information such as any telephone number or e-mail address, you must notify us immediately in writing at the address shown on your billing statement. Numbers and addresses you provide include those you give us and/or those from which you contact us. We may, at our option, accept mailing address corrections from the United States Postal Service and obtain telephone number, mailing address and e-mail address information from third parties.

If more than one person is responsible for this account, we can send billing statements and communications to any of you. Notice to one of you will be considered notice to all of you and all of you will remain obligated on the account. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us, and/or outgoing communications to us, without reimbursement from us.

You authorize us, or anyone acting on our behalf, to call or send a text message to any number you provide or to any number where we reasonably believe we can contact you, including calls to mobile, cellular, or similar devices, and including calls using automatic telephone dialing systems and/or prerecorded messages, or to send an e-mail to any address where we reasonably believe we can contact you for any lawful purpose, including but not limited to: suspected fraud or identity theft; obtaining information; your account transactions or servicing; collecting on your account; and providing you information about products and services.

19. The Privacy Policy that Applies to this Account: Kohl's and we collect nonpublic personal information about you as described in our privacy

policy for this Account. We will only use it in accordance with the privacy policy, which has been provided to you for this Account or, for new applicants, will be provided to you promptly after approval. Kohl's may disclose your name and address to companies that perform mailing services for it in order to offer extra value when shopping at Kohl's (e.g. a mailing to you offering an extra 15% off your Kohl's Charge purchases during a sale event, etc.). Kohl's and we maintain physical, electronic, and procedural safeguards that comply with applicable law to guard your nonpublic personal information.

20. Established Business Relationship: You further agree that you have an established business relationship with us and with Kohl's and that we both may contact you from time to time regarding your account and products and services that we or Kohl's believes may be of interest to you. You agree that all such contacts are not unsolicited and may be monitored to assure quality service.

21. Arbitration for Disputes: No Jury Trials or Class Actions: This section describes how all Claims (as defined in A. below) will be arbitrated instead of litigated in court.

A. "Claim" means all claims, disputes, and controversies between you and us arising from or relating to (1) this Agreement (including but not limited to the validity, scope, and enforceability of this Section 21), your Account, or any balance on your Account and (2) any prior agreement you may have had with us or Kohl's relating to your Account or any balance on your Account. The word Claim will be given the broadest possible meaning. For example, and without limitation, Claim includes all claims, based on contract, tort, fraud, and other intentional torts, statute, common law, and equity, and including counterclaims, cross claims, and third party claims arising from or relating to (i) advertisements and promotions about your Account or Accounts generally, goods or services financed under your Account, and the terms of financing, (ii) the Application for your Account, (iii) the terms of and the disclosures given in connection with the opening and administration of your Account and this Agreement, and (iv) the monthly statements for your Account. This Section 21 will not apply to Claims made in lawsuits filed before we delivered this Agreement to you. However, this Section 21 will apply to all other Claims, even if the facts and circumstances giving rise to the Claim existed before we or Kohl's delivered this Agreement to you.

B. You or we have the right to require that each Claim be resolved by arbitration. In this Section 21, we means Chase Bank USA, N.A., Kohl's Department Stores, Inc. and their respective parents, affiliates, successors, and assigns. A Claim will be arbitrated if (a) both we and you or (b) only one or the other of you, or we exercise the right to require that the Claim be arbitrated. If, for example, we exercise our right to require that a Claim be resolved by arbitration but you do not also exercise your right to require that the Claim be arbitrated, the Claim will be resolved by arbitration. If neither you nor we request arbitration, the Claim will not be resolved by arbitration and instead will be litigated in court. All arbitrations will be pursuant to this Section 21 and will be conducted by either the American Arbitration Association ("AAA") 335 Madison Avenue 10th Floor, New York, New York 10017-4605 using Commercial Arbitration Rules (the "Rules") in effect at the time the Claim is made or the National Arbitration Forum ("NAF") P.O. Box 50191, Minneapolis, MN. 55405, We will substitute another nationally

recognized arbitration organization using procedures similar to the Rules if AAA or NAF does not serve as arbitrator. For the Rules currently in effect, call AAA (800-925-0155) or visit its website <http://www.adr.org> or NAF (800-474-2371) <http://www.arbitration-forum.com>.

C. If we or you request arbitration of a Claim, we and you will not have the right to litigate the Claim in court. This means (1) there will be no jury trial on the claim, (2) there will be no pre-arbitration discovery except as the Rules permit, (3) no Claim may be arbitrated on a class-action basis, and neither we nor you will have the right to participate as a representative or member of any class of claimants pertaining to any Claim subject to arbitration or act as a private attorney general in court or in arbitration. Generally, the arbitrator's decision will be final and binding. There are other rights that you would have if you went to court that also may not be available in arbitration.

D. Claims by or against you may not be joined or consolidated in the arbitration with Claims by or against another person. Arbitration hearings for Claims by or against you will take place in the federal judicial district in which you reside. We will reimburse you for the initial arbitration filing fee paid by you up to the amount of \$500 upon receipt of proof of payment. Additionally, if there is a hearing we will pay any fees of the arbitrator and the arbitrator administrator for the first two days of that hearing. The payment of any such hearing fees will be made by us to the arbitration administrator selected by you or us pursuant to the arbitration agreement. All other fees will be allocated in accordance with the rules of the arbitration administrator and applicable law. We will advance or reimburse filing fees if the arbitration administrator determines there is good reason for requiring us to do so or you ask us and we determine there is good cause to do so. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents, and other expenses regardless of which party prevails in the arbitration and any appeal, except that the arbitrator shall apply any applicable law in determining whether a party should recover any and all fees from another party.

E. This Section 21 will be governed by the Federal Arbitration Act ("FAA"). The arbitrator will apply substantive law consistent with FAA and statutes of limitations and will honor all valid privilege claims. If the Rules and this section conflict, this section will govern. Judgment upon the arbitrator's award may be entered in any court with jurisdiction. The arbitrator's decision will be final and binding, except (1) for any appeal right under FAA or (2) if the arbitrator's award is more than \$100,000, you or we may appeal it to a three-arbitrator AAA panel, which will decide the appeal by majority vote. The appealing party will pay the appeal costs.

22. GOVERNING LAW. THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF DELAWARE, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF DELAWARE, WHERE YOUR ACCOUNT AND WE ARE LOCATED, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT.

23. Assignment. We may assign your Account, any amounts you owe us, or any of our rights and obligations under this Agreement to a third party. The person to whom we make the assignment will be entitled to any of our rights that we assign to that person. You may not assign this Account.

24. Enforcing this Agreement. We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. If any of the terms of this Agreement are found to be unenforceable, all other terms will remain in full force.

NOTICE: See below for important notice required by federal law.

Your billing rights. Keep this notice for future use. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Notify us in case of errors or questions about your bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper and mail it to the address identified on your monthly statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: (1) your name and account number. (2) The dollar amount of the suspected error. (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. Your rights and our responsibilities after we receive your written notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct. Special rule for credit card purchases: If you have a problem with the quality of property or services that you purchase with a credit card, and you have tried in good faith to correct the problem with us, you may have the right not to pay the remaining amount due on the property or services.

For a current copy of these terms, please – contact Chase Bank USA, N. A. by writing our servicer: Kohl's, Attn: Credit Administrator, P.O. Box 3120, Milwaukee, WI 53201-3120.

**IMPORTANT RATE, FEE, TERMS & CONDITIONS AND OTHER COST INFORMATION**

Annual Percentage Rate for Purchases	21.9% fixed
Grace Period for Repayment of Purchases	Not less than 25 days
Method of Computing the Balance for Purchases	Average Daily Balance (Including new purchases)
Annual Fee	None
Minimum Finance Charge	\$.50
Late Fee	\$0 if your balance is \$15 or less; \$15 if your balance is greater than \$15, but less than \$50.01; \$29 if your balance is greater than \$50

Returned Check Fee \$25.00

**Authorization:** When you apply for a Kohl's credit card from Chase Bank USA, N.A. ("Chase", "we", or "us"), you agree to the following:

- You authorize us to obtain credit bureau reports in connection with your request for an account. If an account is opened, we may obtain credit bureau reports in connection with extensions of credit or the review or collection of your account. If you ask, we will tell you the name and address of each credit bureau from which we obtained a report about you.
- If an account is opened, you will receive a Cardmember Agreement with your card(s). By using the account or any card, or authorizing their use, you agree to the terms of the Cardmember Agreement. If you open your account in a Kohl's store you acknowledge receipt of this disclosure and a copy of the Cardmember Agreement before your first purchase.
- Claims and disputes are subject to arbitration.
- As described in the Cardmember Agreement, we reserve the right to change the terms of your account (including the APRs) at any time, for any reason.
- We will review your credit history to determine if you qualify for an account and, if so, your credit line. Based on this review, you may not receive a card.
- You must be at least 18 years old to qualify (19 in AL and NE).

**Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of the adverse obligation. All obligations on this account will be incurred in the interest of your marriage or family. You understand that we may be required to give notice of this account to your spouse. **Married Wisconsin residents must furnish their (the applicant's) name and social security number as well as the name and address of their spouse to Kohl's, PO Box 3120, Milwaukee, WI 53201.**

Omission of any information requested on the application may be reason for denial of an account. The information about the costs of the card described in this form is accurate as of January 1, 2009. This information may have changed after that date. To find out what may have changed, write to Kohl's, PO Box 3120, Milwaukee, WI 53201.

We comply with Section 326 of the USA PATRIOT Act. This law mandates that we verify certain information about you while processing your account application. If applicant information cannot be verified, an account may not be opened, an existing account may be closed or in some circumstances one cardholder may be converted to an authorized user.