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NYSCEF DOC. NO. 3

TC-APR-VT013

TGITCCD03-0517

REDcard™
Account Opening Terms
for Target Credit Card™

TARGET

RECEIVED NYSCEF: 10/02/2023

INDEX NO. 2023-00023615

INDEX NO. 2023-00023615

RECEIVED NYSCEF: 10/02/2023

These account opening terms accompany your REDcard credit card account agreement.

For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
gniys9 biovA of woH feerest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
Annual Percentage Rate (APR) for Purchases	23.65% This APR will vary with the market based on the Prime Rate.

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agreement for more details. How We Will Calculate Your Balance: We use a method called "daily balance." See your account

provided in your account agreement. Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is



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DOC. NO. NYSCEF

11

5% REDCARD™ DISCOUNT PROGRAM RULES:

E. When you use your Target Debit Card^{IM}, Target Credit Card^{IM} or ETarget^{IM} Mastercard[®] (each, a "REDcard^{IM}") at Target stores or O Target.com, you will receive 5% off your purchases. If you use a ENEDcard in the same purchase transaction with another form of discontinue or alter the terms of this program at any time. gift cards received in the transaction. Target reserves the right to minus any other discounts and the value of any promotional Target payment, the 5% discount will apply only to the purchase amount tendered to your REDcard. 5% discount applies to eligible purchases

5% discount does not apply to the following:

PM

Prescriptions, over-the-counter items located behind the pharmacy Target Optical™ eye exams counter and clinic services at Target

Target gift cards and prepaid cards, and Stockpile and Gift of

Previous purchases

College gift cards

- Certain restaurant merchants in Target stores, such as D'Amico & Sons Italian Kitchen, Freshii and Pret A Manger
- Gift wrap and shipping and handling charges on Target.com Target credit account payments, Target Debit Card cash back and cash advances on the Target Mastercard
- Wireless protection program purchases and deposits required by mobile carrier

purchases

Where otherwise prohibited by law

REDCARD™ EXTENDED RETURNS PROGRAM RULES:

purchased items. Target reserves the right to discontinue or alter the purchases beyond the standard return policy applicable to each of the stores or Target.com, you will receive 30 additional days to return the Credit Card™ or Target™ Mastercard® (each, a "REDcard™") at Target When you make purchases with your Target Debit Card™, Target terms of this program at any time.

REDcard extended returns do not apply to the following:

- Target Mobile purchases
- Purchases with a fixed return date
- Non-refundable items

REDCARD™ FREE SHIPPING AT TARGET.COM PROGRAM RULES:

as APO/FPO addresses and Puerto Rico. If you upgrade your shipping the right to discontinue or alter the terms of this program at any time. standard shipping to all 50 states and the District of Columbia, as well previous orders, or where otherwise prohibited by law. Target reserves method, shipping fees will apply. A handling fee may apply if an receive free shipping on your Target.com purchases (Target Debit Card When you use your Target Debit Card™ Target Credit Card™ or item requires special care during shipment. This offer is not valid on cannot be used on the mobile Target.com website). Offer applies on Target™ Mastercard® (each, a "REDcard™) on Target.com, you will

IMPORTANT INFORMATION ABOUT YOUR TARGET CREDIT CARD™ ACCOUNT

REDcard Free Shipping Program Rules... 5% REDcard Discount Program Rules

...p. 12

p. 11

.. p. 12

Your Billing Rights..... Target Credit Card Agreement

p. 9-11

p. 1-9

Table of Contents

REDcard Extended Returns Program Rules

Target Credit Card Agreement

Target has the right to service accounts and collect on TD Bank's number. You understand that TD Bank USA, N.A. is the issuer and that you use to access any mobile wallet where you store your Card to authorize a purchase using the Card, including any PIN or password with your Card and any other personal identification number you use your Target Credit Card. "Target" means Target Corporation and its everyone who is liable for payment on this Account. "Card" refers to which is the issuer of the Target Credit Card. "You" and "your" mean its main office located in Delaware, and its successors and assigns, Credit Card is part of this Agreement. In this Agreement "we," "us, on this Agreement. The card carrier that accompanied your Target slips or any Account-related document, represents your signature any electronic or digital signature, as well as your signature on sales application or solicitation for this Account, including without limitation Target Credit Card Account ("Account"). Your signature on your "our" and "TD Bank" mean TD Bank USA, N.A., a national bank with This Agreement explains the terms that you agree to follow for you "PIN" refers to the personal identification number associated

USE OF YOUR ACCOUNT — When you apply for an Account, must regain possession to terminate their authorized use. This to us on your Account. You also promise to pay us for charges your Card to someone and authorize their use of the Card, incurred by anyone you allow to use your Account. If you give promises to pay us, and may be held liable for, all amounts owed this Agreement. If the Account is a joint Account, each of you is and all other amounts you owe to us according to the terms of you promise to be bound by the terms of this Agreement. You bound by this Agreement and each of you jointly and individually promise to pay us for all credit extended under this Agreement

TGITCCD04-0117

12

DOC. NO. NYSCEF

2023-00023615 INDEX NO.

RECEIVED NYSCEF: 10/02/2023

Card or Account for any illegal transaction or purpose. Account may be used only for personal, family or household purposes. You agree that you will not use or allow use of your

Card and all PINs to prevent unauthorized use. enter your PIN to complete a transaction. You will safeguard your States and from the Target.com website. You may be required to services ("Purchase(s)") at Target stores located in the United You may only use your Card to make purchases of goods and

N in the future. You agree to prevent your Account balance from Limit without liability to you and without obligating us to do so are not required to, approve transactions that exceed your Credit exceeding the Credit Limit. credit accounts you have with other companies. We may, but a Credit Limit at any time for any reason not prohibited by law CREDIT LIMIT — You agree that we may establish a credit limit risk score at the consumer reporting agency or information about provided to us by a consumer reporting agency, including your We may also change a Credit Limit based on any information your pattern of payments to us, or your purchasing behavior including, but not limited to, changes in your credit capacity for your Account ("Credit Limit"). You agree that we may change

SPECIAL PROMOTIONS — Occasionally, you may be provided this Agreement shall apply to any special promotion. promotion offer. Unless otherwise stated, however, all terms of in this Agreement, which will be described in the special and conditions in addition to or different from those provided the opportunity to use your Card or Account in connection with special promotions. These promotions may be subject to terms

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Amount Past Due. The statement will also tell you the Payment of the New Balance is delinquent, the statement will show the period, which is called the Minimum Payment Due. If any portion PAYMENTS — We will send you a billing statement each month the smallest amount you have agreed to pay us for that billing the amount you owe us, which is called the New Balance, and that your Account has a balance. Your billing statement will show

the Minimum Payment Due will be the entire New Balance Minimum Payment Due. If your New Balance is less than \$27.00 Past Due, we will also add that amount and include it in your to the next higher whole dollar amount. If there is an Amount Payment Fees. We may round your Minimum Payment Due Interest Charges, any Returned Payment Fees, and any Late Balance (rounded to the next higher whole dollar amount), any of a) \$27.00; or b) the sum of the following: 1% of your New The Minimum Payment Due each month will equal the greater

6

Payments in excess of the minimum payment will be allocated Your minimum payments will be allocated in our discretion in accordance with applicable law.

amount owing on your Account. Payments are posted to your Minimum Payment Due. You may, at any time, pay the total in full, you agree to pay by your Payment Due Date at least the located in the United States. If you do not pay the New Balance the payment to make sure we receive the funds. may delay restoring your available Credit Limit in the amount of Account in a timely manner as required by law. However, we check, your check must be drawn on a depository institution You agree to pay us in United States dollars. If you pay by

original check or other instrument, a substitute check, draft or if the electronic transfer is returned to us, we may present the account may be debited as early as the same day we receive by us or by your depository institution. Your depository institution instrument. Your check or instrument will not be returned to you depository institution account in the amount of your check or (including Automated Clearing House) transfer from your instrument that you send to us by initiating an electronic At our option, we may obtain payment for any check or other similar instrument to obtain payment. your payment. If we cannot process the electronic transfer or

UNAUTHORIZED USE - If you notice the loss or theft of your you should write to us immediately at: Card or PIN, or possible unauthorized use of your Card or PIN

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Target Card Services

Minneapolis, MN 55440-1581

Or call us at: 1-800-659-2396

of the Account. You agree to assist us in determining the facts If you notify us by telephone, you agree to confirm your return or destroy your Card if we request you to do so. investigation. All Cards are issued by us to you and you must and to comply with the procedures we may require for our relating to any theft or possible unauthorized use of your Account notification in writing. You are not liable for unauthorized use

CREDIT AUTHORIZATIONS — Some transactions will require to accept your Card. not be able to authorize a transaction. We will not be liable to identification. If our authorization system is not working, we may our prior authorization and you may be asked to provide transaction. We are also not responsible for the refusal of anyone you if any of these events happen or for any failure to authorize a

also increase. and the amount of Interest Charges on your Acco corresponding DPR increase, the Minimum Paym may increase when the Prime Rate increases. If the take effect on the first day of the billing period. month. Any change in the APR and corresponding Prime Rate on the last business day of the previous Wall Street Journal. For each billing period we low Prime Rate published in the "Money Rates" section to the Prime Rate. The "Prime Rate" means the hig Periodic Rate ("DPR") will be determined by adding The Annual Percentage Rate ("APR") and correspon

- corresponding DPR that was in effect within the las see your temporary credit card for the purchase by adding to the Prime Rate a margin of 19.65% PURCHASES — The APR for Purchases is dei from when your account was opened
- or the first day of the billing period in which the Pur posted to the Account. Fees are included in the Daily in that Balance Type, and subtract any payments an BALANCE COMPUTATION AND PAYING INTEREST (of Purchases when posted to the Account in the Daily Balance as of the later of the transacthat Balance Type for the next day. Purchases are daily Interest Charge is included in the beginning ba balance by the applicable Daily Periodic Rate. The applied to that Balance Type. We then multiply the balance for the Balance Type, add any new charges Balance for a Balance Type, each day we take the b calculate a Daily Balance for each. To determine maintain separate balances for your Purchases and We calculate a Daily Balance for your Account. promotional Purchase balances (each, a "Balance Ty

INTEREST CHARGES

billing statement may be different than those disa Annual Percentage Rate shown on the card carrier is a part of this Agreement. If the Prime Rate cha Rate and Daily Periodic Rate applicable to your Acc sent with your Card also tells you the Annual Pe Periodic Rate applicable to your Account are noted for your Account, the Annual Percentage Rate and changes in the Prime Rate. If you received a tempor Rate and corresponding Daily Periodic Rate may ANNUAL PERCENTAGE RATE — Your Annual Pe temporary card is a part of this Agreement. The car your temporary card.

DOCKET

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