

# Northern Tool Card Credit Card Account Application

Please mail or fax the completed application (page 1 of 10) to:



Northern Tool Corporate, ATTN:

P.O. Box 1219, Burnsville, MN 55337, Fax: 952-894-4714.

All other pages of the application which includes the Credit Card Agreement and Privacy Notice for Wells Fargo Financial National Bank should remain with the applicant(s) for their records.

CCP2110(0414)

### MERCHANT USE ONLY

Merchant # (required)	Merchant Phone #	Sales Associate
Customer Acct. # (required)	Credit Limit Requested	Purchase Amount
Viewed Applicant Federal or State ID: <input type="checkbox"/> Yes <input type="checkbox"/> No	Issuance State	Ex. Date (mm/yy)
Viewed Co-Applicant Federal or State ID: <input type="checkbox"/> Yes <input type="checkbox"/> No	Issuance State	Ex. Date (mm/yy)

### APPLICANT(S) INFORMATION (PLEASE PRINT)

### Check Account Choice:

Individual

Joint

Applicant First Name	MI	Last Name
Date of Birth (mm/dd/yyyy)	Social Security #	
Physical Street Address & Unit/Apt # (if any)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	P.O. Box (if any)
City	State	Zip Code
E-mail Address		
Home Phone #	Cell Phone #	Work Phone #
Gross Annual Income*	Employer	

\*You may include income that you earn or own, including funds regularly deposited into accounts you own. If you are age 21 or older, you may also include accessible income which is not earned or owned by you but is regularly accessed or used to pay your expenses. You need not list income from alimony, child support, or separate maintenance payments unless you wish it considered as a basis for repaying this obligation.

**MARRIED WISCONSIN RESIDENTS:** If you are applying either individually or jointly with someone other than your spouse, please contact us immediately at: 1-855-412-2787 and provide us with the name and address of your spouse. We are required by law to inform your spouse that you have opened an account with us.

Co-Applicant First Name	MI	Last Name
Date of Birth (mm/dd/yyyy)	Social Security #	<input type="checkbox"/> Physical Street Address, P.O. Box, City, State, and Zip Code are the same as Applicant's.
Physical Street Address & Unit/Apt # (if any)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	P.O. Box (if any)
City	State	Zip Code
Home Phone #	Cell Phone #	Work Phone #
Gross Annual Income*	Employer	

\*You may include income that you earn or own, including funds regularly deposited into accounts you own. If you are age 21 or older, you may also include accessible income which is not earned or owned by you but is regularly accessed or used to pay your expenses. You need not list income from alimony, child support, or separate maintenance payments unless you wish it considered as a basis for repaying this obligation.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**ACKNOWLEDGEMENT:** You acknowledge receipt of a copy of the Credit Card Agreement including the Important Terms of Your Credit Card Account. You acknowledge the existence of the Arbitration Agreement contained in the Credit Card Agreement and you specifically agree to be bound by its terms.

You acknowledge receipt of a copy of the Wells Fargo Financial National Bank Privacy Notice.

Please refer to your Credit Card Agreement, including the Important Terms of Your Credit Card Account, for additional information about rates, fees and other costs.

**SIGNATURE:** Your signature means that you have read and agree to the terms of our Credit Card Agreement, including the Important Terms of Your Credit Card Account, and our Arbitration Agreement. You acknowledge receipt of a copy of our Credit Card Agreement, our Arbitration Agreement and the Wells Fargo Financial National Bank Privacy Notice. You give us and we will retain a purchase-money security interest in goods purchased under this Agreement.

If this credit application is for joint credit, you acknowledge that you intend to apply for joint credit that you both will use.

Signature of Applicant

Date

Signature of Co-Applicant

Date

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## Important Terms of Your Credit Card Account

### Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>27.99%</b> This APR will vary with the market based on the U.S. Prime Rate.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>

### Fees

<b>Annual Fee</b>	<b>None</b>
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>Late Payment</li><li>Returned Payment</li></ul>	Up to <b>\$35.00</b> Up to <b>\$35.00</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your Agreement for more details.

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

**How We Will Calculate Your Penalty Fees:** The fee will be the lesser of the Minimum Payment Due or \$25.00. For any subsequent event within a rolling six billing cycle period, the fee will be the lesser of the Minimum Payment Due or \$35.00.

**Daily Periodic Rate:** The daily periodic rate used to figure interest for your Account is 0.07668%, which is calculated by dividing the APR by 365. This daily periodic rate will vary with the market based on the U.S. Prime Rate. See your Agreement for more details.

The information about the cost of credit described in this Agreement is accurate as of April 2014. This information may have changed after that date. To find out what may have changed, call us at 1-800-459-8451.

### ARBITRATION AGREEMENT

**Binding Arbitration.** You and Wells Fargo Financial National Bank (the "Bank"), including the Bank's assignees, agents, employees, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors and successors, agree that if a Dispute (as defined below) arises between you and the Bank, upon demand by either you or the Bank, the Dispute shall be resolved by the following arbitration process. However, the Bank shall not initiate an arbitration to collect a consumer debt, but reserves the right to arbitrate all other disputes with its consumer customers. A "Dispute" is any unresolved disagreement between you and the Bank. It includes any disagreement relating in any way to your Credit Card Account ("Account") or related services. It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law and equitable claims. A Dispute also includes any disagreements about the meaning or application of this Arbitration Agreement. This Arbitration Agreement shall survive the payment or closure of your Account. **You understand and agree that you and the Bank are waiving the right to a jury trial or trial before a judge in a public court.** As the sole exception to this Arbitration Agreement, you and the Bank retain the right to pursue in small claims court any Dispute that is within that court's jurisdiction. If either you or the Bank fails to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

**Arbitration Procedure; Severability.** Either you or the Bank may submit a Dispute to binding arbitration at any time notwithstanding that a lawsuit or other proceeding has been previously commenced. **Neither you nor the Bank shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in a private attorney general capacity.** Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (AAA), or such other administrator as you and the Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrator(s) must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. You and the Bank (the "Parties") agree that in this relationship: (1) The Parties are participating in transactions involving interstate commerce; and (2) This Arbitration Agreement and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws of the state of Nevada. If any of the provisions of this Arbitration Agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire Arbitration Agreement shall be unenforceable.

**Rights Preserved.** This Arbitration Agreement does not prohibit the Parties from exercising any lawful rights or using other available remedies to preserve, foreclose or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction. Any statute of limitations applicable to any Dispute applies to any arbitration between the Parties. The provisions of this Arbitration Agreement shall survive termination, amendment or expiration of the Account or any other relationship between you and the Bank.

**Fees and Expenses of Arbitration.** Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state in which you opened your Account limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.

## CREDIT CARD AGREEMENT

### Notice to California Cardholders

To our California customers who have discussed credit card terms and conditions with us or the Merchant in Spanish, Chinese, Korean, Vietnamese, or Tagalog:

Read the section titled INTERPRETER CERTIFICATION before you use your Account.

Lea la sección titulada CERTIFICACIÓN DEL INTÉRPRETE antes de usar su Cuenta.

在使用您的帳戶以前，請閱讀題為「傳譯員確認書」一節。  
귀하의 계좌를 이용하기 전에 먼저 통역사 인증이라는 제목의 섹션을 읽으십시오

Đọc mục tựa đề CHÚNG NHẬN THÔNG DỊCH VIÊN trước khi quý vị sử dụng Trương Mục của mình.

Basahin ang seksyon na pinamagatang SERTIPIKONGTAGAPAGSALING-WIKA bago ninyo gamitin ang inyong Account.

**These terms apply to your entire Account.**

### About Your Account

**AGREEMENT.** This Credit Card Agreement ("Agreement") covers the use of your Credit Card Account ("Account") with us. It includes the Important Terms of Your Credit Card Account. You accept the terms of this Agreement by opening or using your Account. If you have a joint Account, each of you is bound by this Agreement. Please read this Agreement carefully and save it for future reference.

**PARTIES TO THIS AGREEMENT.** This Agreement is made between Wells Fargo Financial National Bank, 4455 Spring Mountain Road, Las Vegas, NV 89102 ("we", "us", and "our") and each account holder, whether primary or joint ("you" and "your").

**CONTACTING US.** Unless stated otherwise in this Agreement, you may contact us at the phone number or address shown on your statement. For more information, visit us online at [wellsfargo.com/cardholders](http://wellsfargo.com/cardholders).

### DEFINITIONS.

<b>Billing Cycle</b>	The interval between statements. Each statement shows a closing date. The statement closing date is the last day of the Billing Cycle for that statement.
<b>Card</b>	The credit card we may issue to use your Account.
<b>Credit Access Device</b>	A device, other than your Card, we allow you to use to access credit on your Account.
<b>Important Terms of Your Credit Card Account</b>	A summary of your Account's Annual Percentage Rates ("APRs"), fees and other important information.
<b>Merchant</b>	Any merchant who has a merchant agreement with us to participate in this credit card program.
<b>New Balance</b>	The Outstanding Balance as of a statement closing date.
<b>Outstanding Balance</b>	The sum of all unpaid amounts, including purchases, interest, fees and any other amounts that you may owe us.
<b>Payment Address</b>	The address where you mail your payment. It is located on your Payment Stub.
<b>Payment Due Date</b>	The date the Minimum Payment Due is due to us. It is shown on your statement.
<b>Payment Stub</b>	The portion of your statement that is to be returned with your payment.
<b>Sales Slip</b>	Any document that describes the terms of a purchase on the Account.

**OVERVIEW OF ACCOUNT.** Your Account may be divided into two or more balances. These balances may also be referred to as subaccounts. Different terms may apply to different balances.

**USING YOUR ACCOUNT.** You may use your Account for purchases. Purchases will be part of the regular balance unless a Sales Slip shows that special terms apply. If special terms apply, the purchase will be part of a special terms balance. Special terms are described later in this Agreement (see Special Terms section).

You promise that you will use your Account only for lawful personal, family or household purposes. In addition, we reserve the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business. We are not responsible if anyone does not allow you to use your Account.

**PROMISE TO PAY.** When you use your Account, or let someone else use it, you promise to pay the total amount of the purchase, as well as any interest, fees or other amounts that you may owe us. We may limit or close your Account, but the terms of this Agreement will apply until you pay the Account in full.

**CREDIT LIMIT.** We will assign a Credit Limit to your Account. A Credit Limit is the amount of credit we will extend to your Account. Your Credit Limit is provided with your Card and on each of your statements. You promise to use your Account only to the Credit Limit. If you exceed your Credit Limit, we may authorize the transaction without increasing your Credit Limit. If you exceed your Credit Limit, you will remain liable for all amounts payable under this Agreement. We can adjust your Credit Limit at any time.

**CREDIT ACCESS DEVICE.** We may provide you with Credit Access Device(s) to access your Account. The related interest and fee terms will be given to you when you receive the Credit Access Device(s).

### Fees and Interest

**FEES.** You agree to pay the following fees. You will find the fee amounts in the Important Terms of Your Credit Card Account. These fees will be charged to your regular balance unless stated otherwise below.

- Late Payment Fee. This fee may be charged each time we do not receive the Minimum Payment Due by the Payment Due Date.
- Returned Payment Fee. This fee may be charged when a payment is dishonored the first time or is returned unpaid.

**INTEREST RATES.** The daily periodic rates and corresponding APRs used to figure interest on balances are shown in the Important Terms of Your Credit Card Account. The APR for a Billing Cycle is figured by adding 24.74 percentage points to the Prime Rate for that Billing Cycle. The daily periodic rate for a Billing Cycle is figured by dividing the APR by 365. These rates vary with the market based on the Prime Rate.

**PRIME RATE.** The Prime Rate we use is the U.S. Prime Rate published in the Money Rates section of *The Wall Street Journal*. We select the Prime Rate published on the first business day of the month preceding the month of the quarterly rate change date. If more than one Prime Rate is published, we will use the average of the Prime Rates. If the Prime Rate is no longer published or is not available, we may select a similar rate. The APR will increase or decrease if the Prime Rate increases or decreases and this will also cause the daily periodic rate to increase or decrease. An increase or decrease in the APR will increase or decrease the total amount of interest you pay. It may also increase or decrease the Minimum Payment Due. The rate change date for each quarter is the first day of the first Billing Cycle beginning on or after January 1, April 1, July 1, and October 1.

**WHEN WE CHARGE INTEREST.** Unless stated otherwise below, we begin charging interest on a purchase or interest charge on the date the purchase or interest charge posts to your Account. We begin charging interest on a fee on the first day of the Billing Cycle following the Billing Cycle in which the fee posts to your Account. However, if a late payment fee is posted to your Account in the current Billing Cycle, but is related to a late payment in the prior Billing Cycle, we will begin charging interest on the fee on the first day of the current Billing Cycle.

**HOW TO AVOID PAYING INTEREST ON PURCHASES.** Unless described differently in the Special Interest Terms section below, you can avoid interest on any portion of a purchase balance shown on your current statement that you pay by the Payment Due Date if the balance shown on your previous statement was zero or was paid in full by the Payment Due Date.

**HOW WE CALCULATE INTEREST—AVERAGE DAILY BALANCE METHOD (INCLUDING NEW PURCHASES).** The total interest charge is the sum of interest charges (excluding deferred interest charges) for each type of balance on your Account (e.g. regular, each special terms balance). We figure the interest charge for each type of balance on your Account by applying the daily periodic rate to the average daily balance (“ADB”). Then, we multiply this amount by the number of days in the Billing Cycle.

Interest charge = daily periodic rate x ADB x number of days in the Billing Cycle.

ADB for each type of balance are calculated separately, starting with the beginning balance on the first day of each Billing Cycle. The beginning balance on the first day of the Billing Cycle includes the following:

- The prior Billing Cycle’s ending balance, which includes any unpaid fees posted to your Account in the prior Billing Cycle.
- Any late payment fees posted in the current Billing Cycle that are related to a late payment in the prior Billing Cycle.

To get the ADB for each type of balance, we take the beginning balance each day and add any new purchases. Except for the first day of each Billing Cycle, we add interest equal to the previous day’s balance multiplied by the daily periodic rate. (This means interest is compounded daily.) Then, we subtract any payments or credits. This gives us the daily balance. Any daily balance that is a credit balance will be treated as zero. Then, we add up all the daily balances for the Billing Cycle. We divide this amount by the number of days in the Billing Cycle. This gives us the ADB.

ADB = sum of daily balances ÷ number of days in the Billing Cycle.

**MINIMUM INTEREST CHARGE.** If you are charged interest in a Billing Cycle, the charge will be no less than \$1.00.

#### Payments

**MINIMUM PAYMENT DUE.** You promise to pay the Minimum Payment Due by the Payment Due Date. The Minimum Payment Due is the sum of:

- Any past due amounts; plus
- The payment for Regular Payment Terms (see Regular Payment Terms below); plus
- The payment(s) for any balances with Payment in Full/“Equal Payments” or Custom Payments (see Special Payment Terms below).

If you pay more than the Minimum Payment Due but less than the Outstanding Balance, you are still required to pay the Minimum Payment Due in the next Billing Cycle.

**REGULAR PAYMENT TERMS.** All balances will have Regular Payment Terms unless a Sales Slip shows that Payment in Full/“Equal Payments” or Custom Payments apply. We combine balances with Regular Payment Terms (the “Combined Balance”) to figure the payment for these balances. A new Combined Balance is figured on the first statement closing date after any balance with Regular Payment Terms is established. The Combined Balance does not change unless balances with Regular Payment Terms increase above the current Combined Balance.

The payment for balances with Regular Payment Terms will be the greater of:

- \$35.00 (or the sum of balances with Regular Payment Terms if it is less than \$35.00); or
- 3.5% of the Combined Balance; or
- The sum of interest charges for balances with Regular Payment Terms, fees assessed during the current Billing Cycle, and 1% of the Combined Balance.

**PAYMENT INSTRUCTIONS.** Follow these instructions when making a payment:

- Make your payment in U.S. dollars, but do not send cash.
- If you make a payment by mail, please include the Payment Stub with your payment. Use the envelope enclosed with your statement to mail both documents to the Payment Address. Payments received by 5:00 p.m. local time at the Payment Address will be credited as of the date of receipt. Payments received after the 5:00 p.m. cut-off time will be credited as of the next day.
- If you make a payment online, it must be made via our web site, which is shown on your statement. The cut-off time for online payments will be disclosed at the time of the transaction.

If you do not follow these instructions, your payments may not receive credit for up to five days after we receive it.

**IRREGULAR PAYMENTS.** We may accept late payments, partial payments or payments that reflect “paid in full” (or other restrictive language), without losing our rights to receive full payment. If you intend to claim to pay your Account in full with an amount less than the Outstanding Balance, payments must be sent to us at Wells Fargo Financial National Bank, P.O. Box 14453, Des Moines, IA 50306.

**APPLICATION OF PAYMENTS.** We apply payment amounts equal to or less than the Minimum Payment Due at our discretion. We apply any payment amounts in excess of the Minimum Payment Due as follows:

- First, to balances with No Interest if Paid in Full terms during the two full Billing Cycles immediately preceding expiration of the special terms period. Otherwise, for purposes of this section only, these balances are considered to have an APR of 0%;
- Then to balances with higher APRs before lower APRs.

Any payment in excess of the Minimum Payment Due is applied based on the balances reflected on your last statement. We post payments in the Billing Cycle they are received.

#### Other Information

**CONTACTING YOU.** In order for us to service your Account or to collect any amounts you may owe, you agree that we may contact you using any contact information related to your Account. We may use any means to contact you. This may include automated dialing devices, prerecorded/artificial voice messages, mail, e-mail, text messages and calls to your cell phone. You are responsible for any service provider charges as a result of us contacting you. You agree to promptly notify us if you change any contact information you provide to us. This includes your name, mailing address, e-mail address(es), or phone number(s). If you have a joint account, a notice to one of you will serve as a notice to both of you.

**PHONE MONITORING.** We may monitor and record your phone calls with us to assure the quality of our service.

**LOST OR STOLEN CARDS AND LIABILITY FOR UNAUTHORIZED USE.** You agree to contact us immediately if your Card is lost or stolen or if you believe your Account is being used without your permission. You may contact us at: 1-800-459-8451 or P.O. Box 10475, Des Moines, IA 50306. You agree to assist us in our investigation of the matter. If you do this, you will not be held liable for the unauthorized use of your Account.

**DEFAULT.** Your Account will be in default if any of the following occur:

- You fail to pay the Minimum Payment Due by the Payment Due Date.
- Any payment is dishonored.
- You violate the terms of this Agreement.
- You made an untrue statement on your application.
- You file for bankruptcy.

If your Account is in default, our rights include, but are not limited to, refusing to authorize further transactions, closing your Account, and requiring the immediate payment of the Outstanding Balance. If your Account is in default, you also agree to pay our collection costs, attorney’s fees, and court costs.

**GOVERNING LAW.** This Agreement is governed by federal law and to the extent applicable, Nevada law, no matter where you live or use your Account.

**CHANGE IN TERMS.** We may change this Agreement at any time. These changes may apply to existing and future balances. We will give you advance written notice of the change(s) and a right to reject the change(s) if required by law. We may require you to close your Account or take other actions if you reject the changes.

**ENFORCING THIS AGREEMENT.** We may waive or delay enforcing any of our rights without losing them. We may waive or delay enforcing a right against one of you without waiving it as to the other.

**SEPARATION OF UNLAWFUL PROVISIONS.** If any provision of this Agreement is determined to be unlawful, the rest of the Agreement will stand and the unlawful provision will be deemed amended to conform to law.

**INFORMATION SHARING.** You authorize us to share your personal and/or Account information with nonaffiliates. Nonaffiliates include Merchants, their affiliates, their service providers, and program sponsors (“sponsors”). A sponsor is a franchisor, manufacturer, distributor of goods or an association of retail sellers. Sponsors have arrangements with us to make credit card programs available to Merchants associated with the sponsor. Federal or state laws may limit our ability to share your personal and/or Account information with nonaffiliates even though you have given us this authorization. We comply with these federal and state laws. Please refer to the Wells Fargo Financial National Bank Privacy Notice for more information about how we collect, share, and protect your information, as well as how you may limit some, but not all, information sharing.

**CREDIT INFORMATION AND CREDIT REPORTING.** You promise that any information you give to us in connection with your Account is true and complete. You understand that we rely on this information to open your Account and extend credit to you. You authorize us to investigate your credit, employment, assets, and income records and to verify your credit references. You also authorize us to obtain credit reports on you from time to time. We may report information regarding your Account to consumer reporting agencies.

**ASSIGNMENT.** We have the right to assign your Account to another creditor. The other creditor is then entitled to any rights we assign to them. You do not have the right to assign your Account.

**SECURITY INTEREST.** You grant us a purchase-money security interest under the Uniform Commercial Code in the goods purchased on your Account. We will retain the purchase-money security interest until such goods are paid for in full. You agree to assist us in executing any documents necessary to perfect our security interest.

### Special Terms

**These terms apply to Special Terms.**

**SPECIAL TERMS.** We may allow you to make purchases at special terms. If a Sales Slip shows that special terms apply, then the purchase will be governed by the special terms and the terms of this Agreement. You accept the special terms by making the purchase. A Sales Slip will state the length of the special terms period, if any. Separate purchases with the same special terms may be included in the same special terms balance. If special terms balances are combined, this may increase the payment for that balance. If a balance is not paid in full before the end of the No Interest or No Interest if Paid in Full period, the balance (and any deferred interest) will be transferred to your regular balance.

**SPECIAL INTEREST TERMS.** A Sales Slip may indicate that one or more of the following special interest terms applies. Except for No Interest balances, we will use the same method to calculate interest as described above in How We Calculate Interest—Average Daily Balance Method (Including New Purchases).

- No Interest. This means there is no interest charge on the purchase balance until the end of the special terms period. You may avoid interest on the balance by paying it in full before the end of the special terms period.
- No Interest if Paid in Full. This means we calculate interest on the purchase balance. This amount is called the deferred interest charge. The deferred interest charge will not be added to the balance unless you do not pay the balance in full by the end of the special terms period. You may avoid interest on the balance by paying it in full before the end of the special terms period.
- Special Rate. This means the APR shown on the Sales Slip will be used to figure interest on the purchase balance.

**SPECIAL PAYMENT TERMS.** A Sales Slip may indicate that one or more of the following special payment terms applies.

- Payment in Full/Equal Payments. This means the payment is the amount required to pay the initial purchase balance shown on your statement in full during the special terms period. Because of rounding, the final payment could be less than other payments.
- Custom Payments. This means the payment is a set dollar amount or a fraction or percent of the highest balance of this type on any statement closing date. The payment will not change unless, on a future statement closing date, the balance increases above the highest balance.

### Interpreter Certification

**INTERPRETER CERTIFICATION.** THIS CERTIFICATION APPLIES IF YOU CHOSE TO DISCUSS WITH US OR THE MERCHANT THE TERMS AND CONDITIONS OF YOUR ACCOUNT IN SPANISH, CHINESE, KOREAN, VIETNAMESE, OR TAGALOG. By signing the credit card application, using or otherwise accepting the Card or related Account issued to you, you certify to Wells Fargo Financial National Bank (us) that: (1) You have received and discussed this Agreement with your interpreter and that you and your interpreter have been given an opportunity to discuss and negotiate with us or the Merchant the terms and conditions contained in these enclosed documents; (2) Your interpreter is at least 18 years old and is fluent both in English and in the language in which you chose to discuss with us or the Merchant the terms and conditions of your Account, and is not employed by or made available through the Merchant; (3) You understand and agree to the terms and conditions contained in these enclosed documents as written.

**CERTIFICACIÓN DEL INTÉRPRETE.** ESTA CERTIFICACIÓN ES DE APLICACIÓN SI USTED ELIGE DISCUTIR CON NOSOTROS O EL COMERCIANTE LOS TÉRMINOS Y CONDICIONES DE SU CUENTA EN ESPAÑOL. Al firmar la solicitud de tarjeta

de crédito, utilizar o de otra manera aceptar la tarjeta o cuenta relacionada que le hayamos emitido, usted certifica ante Wells Fargo Financial National Bank (nosotros) que: (1) usted ha recibido y discutido este acuerdo con su intérprete y se le ha otorgado a usted y a su intérprete la oportunidad de discutir y negociar con nosotros o el Comerciante los términos y condiciones contenidos en estos documentos adjuntos; (2) su intérprete tiene por lo menos 18 años de edad y domina con fluidez tanto el idioma inglés como el idioma en el cual usted decide discutir con nosotros o el Comerciante los términos y condiciones de su cuenta, y no está empleado o ha sido facilitado por el Comerciante; (3) usted comprende y conviene en los términos y condiciones contenidos en estos documentos adjuntos, según están escritos.

傳譯員確認書。如果您選擇用中文和我們或商家討論有關您的帳戶的條款和條件，本確認書適用。如果您簽署信用卡申請書、使用或以其他方式接受富國銀行（Wells Fargo Financial National Bank，「我們」）核發給您的卡或相關帳戶，您即向我們確認：(1) 您已經收到並與您的傳譯員討論過本協議，而且您及您的傳譯員已有機會與我們或商家討論、協商本文件中包含的條款及條件。(2) 您的傳譯員至少年滿18歲，並能夠流利使用英文和中文（您選擇用中文與我們或商家討論您帳戶的條款及條件），且該傳譯員並非商家僱員，亦非經由商家安排。(3) 您理解並同意本文中包含的現有書面條款與條件。

통역사 인증. 귀하의 계좌 이용약관에 대해 저희 또는 가맹점과 한국어로 논의할 것을 선택하셨다면 이 인증이 적용될 것입니다. 카드 신청서에 서명하거나, 귀하에게 발행된 카드 혹은 관련 계좌를 사용하거나 수락함으로써 귀하는 Wells Fargo Financial National Bank(저희)에 다음에 명시된 사항을 보증하시게 됩니다. (1) 귀하는 귀하의 통역사와 함께 이 동의서를 받고 검토하였으며, 귀하와 귀하의 통역사에게 이 동봉된 서류들의 약정에 대해 저희 또는 가맹점과 논의하고 검토할 수 있는 기회를 드렸습니다. (2) 귀하의 통역사는 18 세 이상이며, 영어와 귀하가 저희 또는 가맹점과 귀하의 이용약관에 대해 논의할 언어로 선택한 한국어에 모두 능통하며, 가맹점에서 또는 가맹점을 통해 고용하지 않았습니니다. (3) 귀하는 이 동봉된 서류들에 기재된 이용약관을 이해하며 그 내용에 동의합니다.

**CHỨNG NHẬN THÔNG DỊCH VIÊN.** SỰ CHỨNG NHẬN NÀY ÁP DỤNG NẾU QUÝ VỊ ĐÃ QUYẾT ĐỊNH BÀN THẢO VỚI CHÚNG TÔI HAY NGƯỜI BÁN HÀNG VỀ CÁC ĐIỀU KIỆN VÀ ĐIỀU KHOẢN CỦA TRƯỞNG MỤC BẢNG TIẾNG VIỆT. Khi ký tên vào đơn xin thẻ tín dụng hoặc sử dụng hay chấp thuận Thẻ hoặc Truong Mục liên quan được cấp cho quý vị, quý vị chứng nhận với Wells Fargo Financial National Bank (chúng tôi) rằng: (1) Quý vị đã nhận được và bàn thảo bản Thỏa Thuận này với thông dịch viên của quý vị, và quý vị và người này đã có cơ hội bàn thảo và thương lượng với chúng tôi hay Người Bán Hàng về các điều khoản và điều kiện trong những văn kiện đính kèm này. (2) Thông dịch viên của quý vị đã ít nhất 18 tuổi và thông thạo cả Anh ngữ và ngôn ngữ mà quý vị chọn để thảo luận với chúng tôi hay Người Bán Hàng về các điều khoản và điều kiện của Truong Mục của quý vị. Thông dịch viên cũng không phải là nhân viên của Người Bán Hàng hoặc do Người Bán Hàng cung cấp cho quý vị. (3) Quý vị hiểu và đồng ý với các điều khoản và điều kiện chứa trong những văn kiện đính kèm này.

**SERTIPIKO NG TAGAPAGSALING-WIKA.** ANG KATIBAYANG ITO AY MALALAPAT KAPAG NAGPASIYA KAYONG MAKIPAG-USAP SA AMIN O SA MANGANGALAKAL UKOL SA MGA TAKDA AT KONDISYON NG INYONG ACCOUNT SA TAGALOG. Sa pagpirma ng aplikasyon para sa credit card, paggamit o kaya'y sa pagtanggap ng Card o kagnay na Account na ibinigay sa inyo, pinapatunayan ninyo sa Wells Fargo Financial National Bank (kami) na: (1) Natanggap at napag-usapan ninyo ng inyong tagapagsaling-wika ang Kasunduang ito at kayo ng inyong tagapagsaling-wika ay nabigyan ng pagkakataon na makipag-usap at makipagkasundo sa amin o sa Mangangalalak tungkol sa mga takda at kondisyon na nilalaman ng mga nakalakip na dokumentong ito; (2) Ang inyong tagapagsaling-wika ay hindi kukulangin sa 18 taong gulang at matatas sa Ingles at wikang Tagalog na pinili ninyo upang makipag-usap sa amin o sa Mangangalalak tungkol sa mga takda at kondisyon ng inyong Account, at hindi siya tauhan ng Mangangalalak o nakuha sa pamamagitan ng Mangangalalak; (3) Naiintindihan ninyo at sumasang-ayon kayo sa mga takda at kondisyon na nilalaman ng mga nakalakip na dokumentong ito.

### Notices

**IN CA:** A married applicant may apply for a separate account. After credit approval, each applicant will have the right to use this Account to the extent of any limit set by us, and may be liable for all amounts extended under this Account to any joint applicant.

**IN NY:** A consumer report may be requested in connection with this application or any update, renewal or extension of any credit granted as a result of this application. You will be informed upon request whether a report was requested and the name and address of the consumer reporting agency that furnished the report.

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

**IN WI: If you are applying either individually or jointly with someone other than your spouse, please contact us immediately at: 1-855-412-2787 and provide us with the name and address of your spouse. We are required by law to inform your spouse that you have opened an account with us.** Also, please note that no provision of a marital property agreement (including a Statutory Individual Property Agreement pursuant to Sec. 766.587, Wis. Stat.), unilateral statement classifying income from separate property under Sec. 766.59, or court decree under Sec. 766.70 adversely affects the creditor unless the creditor is furnished with a copy of the document prior to the credit transaction or has actual knowledge of its adverse provisions at the time the obligation is incurred.

#### Notice to Cardholders

- 1. Do not sign this Agreement before you read it or if it contains any blank space.**
- 2. You are entitled to a completely filled in copy of this Agreement.**
- 3. You may at any time pay your total indebtedness.**
- 4. The Merchant has no right to enter unlawfully your premises or commit any breach of the peace to repossess goods purchased under this Agreement.**
- 5. You may cancel a transaction if it has not been signed at the main office or branch office of the Merchant, provided you notify the Merchant not later than midnight of the third business day (fifth business day in Alaska, fifteenth business day in North Dakota if you are 65 or older) after the day of the transaction (or, in Utah, after the day of the transaction or receipt of the product, whichever is later). If applicable, see the Invoice and Notice of Right to Cancel for an explanation of buyer's rights.**

#### Your Billing Rights: Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Wells Fargo Financial National Bank  
P.O. Box 10475  
Des Moines, IA 50306

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in *writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

#### After We Finish Our Investigation, One Of Two Things Will Happen

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your Credit Card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

Wells Fargo Financial National Bank  
P.O. Box 10475  
Des Moines, IA 50306

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

<b>FACTS</b>	<b>WHAT DOES WELLS FARGO FINANCIAL NATIONAL BANK DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>■ Social Security number and employment information</li> <li>■ account balances and transaction history</li> <li>■ credit history and income</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wells Fargo Financial National Bank chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does Wells Fargo Financial National Bank share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — with service providers we use to offer our products and services to you (please see below to limit the ways in which we contact you)	<b>Yes</b>	<b>No</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>Yes</b>	<b>Yes</b>
<b>For our affiliates to market to you</b>	<b>Yes</b>	<b>Yes</b>
<b>For nonaffiliates to market to you</b>	<b>Yes</b>	<b>Yes</b>

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>■ Call 1-855-257-8709 — our menu will prompt you through your choices</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we can continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>To limit direct marketing</b>	<ul style="list-style-type: none"> <li>■ To limit our direct marketing to you by mail or telephone, call 1-855-257-8709 — our menu will prompt you through your choices</li> </ul> <p><b>Please note:</b> A Do Not Call election is effective for five years (or while you are an active consumer customer, if longer). The Do Not Mail election is effective for three years. You may continue to receive marketing information in regular account mailings and statements, when you visit us online or at an ATM. You may also be contacted to service your account or participate in surveys.</p>
<b>Questions?</b>	Call 1-800-TO-WELLS (1-800-869-3557) or go to <a href="https://wellsfargo.com/privacy_security">wellsfargo.com/privacy_security</a>



What we do	
<b>How does Wells Fargo Financial National Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information visit <a href="http://wellsfargo.com/privacy_security">wellsfargo.com/privacy_security</a> .
<b>How does Wells Fargo Financial National Bank collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>■ open an account or provide employment information</li> <li>■ apply for a loan or use your credit or debit card</li> <li>■ give us your income information</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	<ul style="list-style-type: none"> <li>■ If you limit sharing with affiliates, your choices will apply individually unless you tell us otherwise. Any account holder may express a privacy preference on behalf of the other joint account holders</li> <li>■ If you limit sharing with nonaffiliates, your choices will apply to everyone on your account</li> </ul>

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>■ Our affiliates include financial companies with Wells Fargo in their name such as Wells Fargo Bank, N.A., Wells Fargo Insurance, Inc., and Wells Fargo Advisors, LLC</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>■ Nonaffiliates we share with can include merchants participating in our credit card programs, their affiliates, their service providers, and program sponsors</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>■ Wells Fargo Financial National Bank doesn't jointly market</li> </ul>

Other important information	
<b>Important Notice about Credit Reporting:</b> We may report information about your account(s) to credit bureaus and/or consumer reporting agencies. Late payments, missed payments, or other defaults on your account(s) may be reflected in your credit report and/or consumer report.	
<b>Do Not Call Policy:</b> This Privacy Notice constitutes Wells Fargo Financial National Bank's Do Not Call Policy under the Telephone Consumer Protection Act for all consumers. Wells Fargo maintains an internal Do Not Call preference list. Do Not Call requests will be honored within 30 days and will be effective for at least five years from the date of request. No telemarketing calls will be made to residential or cellular phone numbers that appear on the Wells Fargo Do Not Call list.	
<b>Nevada Residents:</b> We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by following the directions in the <i>To limit direct marketing</i> section. For more information contact us at 1-800-869-3557; <a href="mailto:nevadanoticeinfo@wellsfargo.com">nevadanoticeinfo@wellsfargo.com</a> , or Wells Fargo, P.O. Box 5277, Sioux Falls, SD 57117-5277. Or contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; 702-486-3132; <a href="mailto:BCPINFO@ag.state.nv.us">BCPINFO@ag.state.nv.us</a> .	
<b>State Law:</b> We follow state law if state law provides you with additional privacy protections. For example, we automatically treat customers with a Vermont mailing address as having limited our sharing with affiliates and nonaffiliates, unless you give us authorization for such sharing.	

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**The Northern Tool Rewards Program is provided by Northern Tool & Equipment Catalog Company, Inc. and Northern Tool & Equipment Company, Inc.**

**NORTHERN TOOL REWARDS PROGRAM TERMS AND CONDITIONS (“TERMS”)**

By opening Your Account, You agree to be bound by these Terms. Your continued participation in the Northern Tool Rewards Program (the “Rewards Program”) will constitute Your acceptance of any changes or revisions to these Terms.

**I. Definitions.**

The terms below have the following meanings:

1. “Account” means a Northern Tool Card Credit Card Account issued by Wells Fargo Financial National Bank (“Wells Fargo”).
2. “Billing Cycle” is the interval between billing statements for Your Account.
3. “Net Purchases” means purchases charged to Your Account minus returns and adjustments.
4. “Rewards Card” means a rewards gift card redeemable for merchandise at Northern Tool.
5. “We”, “Us” and “Our” mean Northern Tool & Equipment Company, Inc. and Northern Tool & Equipment Catalog Company, Inc. (“Northern Tool”).
6. “You” and “Your” mean each person that has an Account.

**II. General.**

1. The Rewards Program is provided by Us. Wells Fargo assists in the servicing of the Rewards Program and is responsible solely for the administration of rewards points.
2. Wells Fargo may share Account information with Us for purposes of administering or servicing the Rewards Program.
3. These Terms are void where prohibited by law. Rewards points and Rewards Cards may not be valid where restricted by law.
4. **We reserve the right to amend, cancel, or temporarily suspend the Rewards Program, in whole or in part, or change any of the Terms, at any time for any or no reason without notice to You, which may result in the decrease of redemption value or cancellation or forfeiture of rewards points not yet redeemed.**
5. We reserve the right to delay or to not enforce any of our rights under the Rewards Program without waiving or losing our right to enforce them later.
6. We reserve the right to remove any person from the Rewards Program in the event of any suspected fraud or abuse of Rewards Program privileges or a violation of these Terms, as determined by Us in Our sole discretion. Examples of Rewards Program violations include, but are not limited to, any attempt to sell, exchange, or transfer rewards points.
7. We or Wells Fargo may contact You using any contact information You provide for purposes of servicing the Rewards Program.

**III. Enrollment.**

1. You are automatically enrolled in the Rewards Program when Wells Fargo approves Your Account. Rewards Program eligibility, the ability to earn rewards points, and the ability to redeem reward points are each restricted to open Accounts.

**IV. Earning Rewards Points.**

1. You may earn 1 rewards point for every \$1 in Net Purchases, rounded down to the nearest whole dollar. Fees and interest charges do not qualify for rewards points. There is no limit to the number of points You can earn.
2. Rewards points will be calculated each Billing Cycle. If You have a balance on Your Account, rewards point activity will be detailed on Your Account’s billing statement. For every 1,500 rewards points that are calculated, those points will be converted to a \$20.00 Rewards Card. Rewards Cards will be issued in increments of \$20.00. For example, if 3,000 rewards points are calculated, those points will be converted to two (2) \$20.00 Rewards Cards. Any rewards points not converted to a Rewards Card will be added to rewards points calculated in future Billing Cycles.
3. If Your Account is closed or the Rewards Program is cancelled for any reason, membership in the Rewards Program is terminated and all rewards points not yet converted are forfeited. Points forfeited for any reason (including violation of program Terms, Account closure or Rewards Program Termination) are Our sole property.

**V. Redeeming Rewards Cards.**

1. You may redeem a Rewards Card by the expiration date shown on the Rewards Card by either presenting the Rewards Card in the store or by providing the Rewards Card code online or by phone.
2. Rewards Card(s) cannot be used as payment on an Account, redeemed for cash or used for purchasing gift cards. Additional restrictions may apply. Rewards Cards will not be replaced if lost or stolen and are void if copied, altered or defaced.
3. All returns of purchases made using a Rewards Card are subject to Our return policies. If You return merchandise purchased with Rewards Card(s), We will issue You store credit for the dollar value associated with the returned item(s).
4. Rewards Cards are not “gift certificates” or “store gift cards.” Neither rewards points nor Rewards Cards have cash value.

5. You acknowledge that the rewards points and any Rewards Cards are purely promotional and are provided without the payment of anything of value. Unless and until You present the Rewards Cards in accordance with these Terms and such Rewards Cards are accepted in accordance with these Terms, no right, title, or interest in the rewards points or the Rewards Cards has been earned.

6. No Rewards Cards will be issued after termination of the Rewards Program.
7. We may decline to accept a Rewards Card if the Rewards Program has been cancelled, terminated or suspended.

**VI. Dispute Resolution Program: Arbitration Agreement.**

1. Binding Arbitration. You, Northern Tool and Wells Fargo each agree that if a Dispute arises between You, Northern Tool, or Wells Fargo, upon demand by any of us, the Dispute will be resolved through the arbitration process as set forth in this section (“Arbitration Agreement”). A “Dispute” is any unresolved disagreement between You, Northern Tool and Wells Fargo or any two of us. It includes any disagreement relating in any way to the Rewards Program, Terms, redemption of rewards points such as Rewards Cards or related services or matters. It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law, and equitable claims. “Disputes” include disagreements about the meaning, application or enforceability of this Arbitration Agreement. This Arbitration Agreement shall survive the acquisition, servicing or redemption of any or all of Your rewards points, or the termination of the Rewards Program. **YOU AGREE THAT BY USING THE REWARDS PROGRAM, YOU, NORTHERN TOOL AND WELLS FARGO EACH ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT.** As the sole exception to this Arbitration Agreement, You, Northern Tool and Wells Fargo each retain the right to pursue in small claims court any Dispute that is within that court’s jurisdiction. If either You, Northern Tool or Wells Fargo fails to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other(s) in compelling arbitration.
2. Arbitration Procedure; Severability. You, Northern Tool or Wells Fargo may submit a Dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced. **NEITHER YOU NOR NORTHERN TOOL NOR WELLS FARGO SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association (AAA), or such other administrator as You, Northern Tool and Wells Fargo, as applicable, may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the “Arbitration Administrator”), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes (“AAA Rules”). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. Arbitrators must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. You, Northern Tool and Wells Fargo (“the Parties”) agree that in this relationship: (1) the Parties are participating in transactions involving interstate commerce; (2) The Arbitrator shall decide any dispute regarding the enforceability of this Arbitration Agreement; and (3) This Arbitration Agreement and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that act is inapplicable, unenforceable or invalid, the laws of the state of Nevada. If any of the provisions of this Arbitration Agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire Arbitration Agreement shall be unenforceable.
3. Rights Preserved. This Arbitration Agreement does not prohibit You, Northern Tool or Wells Fargo from exercising any lawful rights or obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver by a court of competent jurisdiction. All statutes of limitations applicable to any Dispute apply to any arbitration between You, Northern Tool and Wells Fargo. The provisions of this Arbitration Agreement shall survive termination, amendment or expiration of the Rewards Program relationship or any other relationship between You, Northern Tool or Wells Fargo.
4. Fees and Expenses of Arbitration. Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration You may file. If the applicable law of the state in which You enrolled in the Rewards Program limits the amount of fees and expenses to be paid by You, then no allocation of fees and expenses to You shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of who prevails in the arbitration.