

Terms and Conditions

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	15.24%, 19.24% or 22.24% , based on your credit worthiness. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	0% introductory APR for the first fifteen billing cycles following each balance transfer that posts to your account within 45 days of account opening. After that, (and for balance transfers that do not post within 45 days of account opening) your APR will be 15.24%, 19.24%, or 22.24% based on your credit worthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	25.49% This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 23 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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50
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 .

Fees	
Annual Fee	\$0
Transaction Fees: <ul style="list-style-type: none"> • Balance Transfer • Cash Advance 	Either \$5 or 3% of the amount of each transfer, whichever is greater. Either \$10 or 5% of the amount of each cash advance, whichever is greater.

<ul style="list-style-type: none"> Foreign Transaction 	3% of each transaction in U.S. dollars.
Penalty Fees: <ul style="list-style-type: none"> Late Payment Returned Payment 	<p>Up to \$37 (the amount of the fee varies by state, see below)</p> <p>Up to \$37 (the amount of the fee varies by state, see below)</p>

How We Will Calculate Your Balance: We use a method called "daily balance (including new purchases)". If you are a resident of Iowa at the time the account is opened, we use a method called "average daily balance (including new purchases)".

Terms and Conditions Continued:

Important Information about the RCI Credit Card Program: Offers may vary. Please carefully review the reward benefits (such as bonus miles/points and how miles/points are earned), interest rates and account fees and terms of this particular offer before applying.

Fees that Vary by State:

Late Payment Fee: Up to **\$37** (Up to **\$15** for residents of Iowa at time of account opening).

Returned Payment: Up to **\$37** (Up to **\$15** for residents of Iowa at time of account opening).

Agreement: The use of any account opened in connection with this offer will constitute acceptance of and will be subject to the Cardmember Agreement that will be sent to you. The APRs, fees, and other account terms, as well as the benefits and features associated with the account are subject to change to the extent permitted by law.

++Your Telephone Numbers: By providing us with a telephone number(s), at the time you apply or anytime thereafter, you authorize us and our affiliates and agents, to contact you at that number about your account or other products or services, and to use an automated dialing service, pre-recorded message or text message. Standard text messaging and/or calling charges may apply.

About This Offer: You must be at least 18 years of age. **This offer is available only to applicants who are residents of the United States, with the exception of Puerto Rico and the US territories,** and may not be available if you already have or have had an account with us. If at the time of your application you do not meet the credit or income criteria previously established for this offer, or the income you report is insufficient based on your current obligations, we may be unable to open an account for you. Please review the materials provided with your card for details.

About Your Credit Report: You agree that we have a right to obtain a credit report in connection with our review of your application, and if we establish an account for you, to administer your account. You agree that we may report to others our credit experience with you. If you ask, we will tell the names and addresses of any credit bureaus from which we obtained a report about you.

About the Variable APRs on Your Account: We use the highest Prime Rate listed in the *The Wall Street Journal* on the last business day of each month. For the non-promotional purchase and balance transfer APR, we add either 11.74%, 15.74% or 18.74% to the Prime Rate based on your creditworthiness. For the cash advance APR, we add 21.99% to the Prime Rate. See your Cardmember Agreement for more detail. The APRs noted above are current as of 10/31/2016 using a Prime Rate of 3.5%.

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 to you: When you apply for an account, we will ask for your name, street address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see copies of identifying documents. We also ask for country of citizenship.

Balance Transfers. Here's How it Works: To request a balance transfer please enter the 15/16 digit account number from the MasterCard, Visa, American Express, or Discover Card account that you want us to process a balance transfer to. If the total amount you request exceeds the assigned credit line on your new account, we may either decline the request or send a partial payment to your creditor(s). The amount of available credit on your new account will be reduced by the amount transferred and the related balance transfer fees. We reserve the right to decline to process any requested balance transfer. We will not process a request to transfer a balance from any other account you may have with us. Balance transfers incur interest from the transaction date. You should not transfer the amount of any disputed purchase or other charge. If you do, you may lose your dispute rights.

Upon approval of your application we will process the requested balance transfer payment to the account(s) which you have requested on the 10th day after we've mailed you your card; during this 10 day time period you may cancel your balance transfer by contacting us at the number on the back of your card. A balance transfer may take up to 4 weeks to post to your other accounts. Continue to pay each creditor until the balance transfer appears on the other account as a credit. If you would like to complete a balance transfer from another account that is not a Visa, MasterCard, American Express or Discover Card account, please call the phone number on the back of your new credit card once you are approved. Balance transfers are subject to availability. We may deny balance transfer requests at any time and for any reason.

Avoiding Interest on Purchases: We will not charge you interest on any purchases if you pay your entire balance by the due date each month. In addition, during this introductory period we will not charge you interest on purchases if you pay by the due date each month your outstanding statement balance minus any new 0% introductory APR Balance Transfer balances. To avoid a late fee, you should pay at least the minimum payment due on your account each month.

Credit Limit: We do not permit applicants to request a specific credit limit. We do not consider a request for a balance transfer made with an application to be a request for a particular credit limit. We determine the credit limit on your account independent of and prior to processing any balance transfer request.

Cash Equivalent Purchases: The purchase of money orders, travelers' checks, foreign currency, lottery tickets, gambling chips, wire transfers and other similar transactions are treated as cash advances. Please see your Cardmember Agreement for details.

New York Residents: New York residents may contact the New York State Department of Financial Services by telephone (800) 342-3736, or visit the website, www.dfs.ny.gov, for free information on comparative credit card rates, fees and grace periods.

Notice to Married Wisconsin Residents: No marital property agreement, unilateral statement or court decree under Wisconsin's marital property law will adversely affect our interests unless before your account is opened, you give us a copy of the agreement, statement or decree or we have actual knowledge of it.

About Us and This Credit Card Program: This credit card program is issued and administered by Barclays Bank Delaware (BarclayCard), located in Wilmington, DE. Any account opened in response to this application shall be governed by the laws of the State of Delaware. MasterCard is a registered trademark of MasterCard International Incorporated, and is used by us pursuant to a license.

Express Delivery: If you are approved for an account your card will be sent via next day FedEx delivery after your account is opened if your request for express delivery is made before 3:00pm ET of that day. If the request is made after 3:00pm ET delivery will be made the following day. Delivery will be made only to your home address and a signature is required. If you added an additional card user(s) on your application the additional card(s) cannot be expressed delivered.

The information contained in these disclosures is accurate as of 10/31/2016 and may change after this date.

Information Sharing:

Barclays' Privacy Policy is available online at www.BarclaycardUS.com. I agree that RCI and Barclays may share information about me and my account to the extent necessary to administer the RCI Elite Rewards Program in conjunction with the RCI Elite Rewards Mastercard.

RCI® Elite Rewards® Reward Rules

This document contains the official reward rules for the RCI® Elite Rewards® MasterCard® (the "Account") issued by Barclays Bank Delaware ("Barclaycard", "we", "us" or "our") and includes important conditions and limitations (the "Reward Rules"). Use of the RCI® Elite Rewards® MasterCard® (the "Card") constitutes your acceptance of each of the terms described below and the terms of the cardmember agreement. "You, "your" or "primary cardmember" means the person who applied for the Account. Capitalized terms not defined in these Reward Rules have the meaning ascribed to them in the Cardmember Agreement. Please read the Reward Rules and keep this document in a safe place.

The RCI Elite Rewards credit card is issued and administered by Barclaycard. These Reward Rules establish the terms and conditions associated with earning RCI Elite Rewards ("Reward" or "Rewards") through use of the Card. The RCI Elite Rewards Program ("RCI Elite Rewards Program" or "Program") is not a product or program of Barclaycard. The RCI Elite Rewards Program is provided by or through RCI, LLC ("RCI"), and administered by Augeo Consumer Engagement Services, LLC and its affiliates (collectively "Augeo").

RCI is solely responsible for establishing the terms and conditions of your participation in the Program. Other restrictions apply. Barclaycard and RCI each reserve the right to modify or cancel the Program without prior notification. A guide to the Program will be sent under separate cover and will arrive 7 to 10 business days after your receipt of the Card. For a complete explanation of the RCI Elite Rewards Program terms and conditions, go to <https://rcieliterewards.rci.com/terms.php>.

The words "Reward" and "Rewards" which are mentioned throughout this piece refer specifically to Rewards earned through use of the RCI Elite Rewards MasterCard. These Rewards cannot be interchanged with points received or borrowed through the RCI Points program. The RCI Elite Rewards MasterCard program is a separate program and has no relationship in any way with the RCI Points program. There is no sponsorship, endorsement or approval of, or responsibility for this Program by independent retailers. All RCI Elite Rewards Program terms and conditions apply.

Reward Rules Administration

The Reward Rules are administered by Barclaycard. We reserve the right to modify, amend or terminate the Reward Rules at any time with or without notice. We are solely responsible for all credit eligibility standards and determination of Account issuance. To maintain your eligibility for participation in the Program through use of the Account:

- You must maintain an open Account that is not in default under your cardmember agreement with us.
- Your Account cannot have been inactive for 7 billing cycles in a row (representing approximately 7 months). "Inactive" means you have no balance, no payments and no transactions.
- You must be an individual (corporations, partnerships, and other entities may not participate) and use the Card only for personal, family or household expenses.

Important Information about Rewards

- For information regarding the terms of the RCI Elite Rewards Program, including the Rewards expiration policy, please visit <https://rcieliterewards.rci.com/terms.php> or contact the Reward Center at 877-587-8742.
- You have no property rights or other legal interest in Rewards. Rewards have no cash value or value of any kind until they are fully redeemed. Rewards may not be assigned, transferred or pledged.
- You are responsible for any tax liability related to participating in the Program.
- If you are not credited for earned Rewards or other benefits, once identified, the earned Rewards or other benefits will be credited. If Rewards or other benefits are not available, a comparable benefit will be provided as determined by us.
- In the event of any abusive, gaming or fraudulent activity related to the Account, as determined by us in our sole discretion, we reserve the right to make corresponding adjustments to the Rewards earned through the Program and/or to close your Account at any time. The Program is subject to all applicable

laws and regulations. The redemption of Rewards is void where prohibited by law. The sale or barter of any Rewards earned through the Program, other than by us, is expressly prohibited.

Earning RCI Elite Rewards

You earn Rewards for retail purchases less credits, returns and adjustments ("Net Purchases") made by you and/or any authorized user(s) of the Account.

Cardmember(s) earn "Rewards" in the following amounts based upon the type of purchase transaction charged to the Account:

a) Earn two (2) Rewards for every one dollar (\$1) in Net Purchases made: (i) for room charges at participating properties listed online at RCIEliteRewards.RCI.com, (ii) at participating car rental locations, (iii) for purchases from any bonus rewards partner listed online at RCIEliteRewards.RCI.com, or (iv) for purchases with RCI (excluding RCI Travel), and/or (v) through special promotional allotments of Rewards from participating bonus rewards partners.

b) Earn one (1) Reward per one dollar (\$1) spent on all other purchases.

Net Purchases for a billing cycle are determined by totaling all new purchases added to the Account during the billing cycle, and then subtracting credits posted to the Account during the billing cycle for returned purchases and/or adjustments. For purposes of reporting Net Purchases, Barclaycard may round up or down to the nearest whole dollar amount. If credits for returned purchases and/or adjustments exceed new purchases during a billing cycle, Barclaycard will calculate negative Net Purchases and reduce the primary cardmember's accrued Rewards accordingly. Reward accumulation is subject to certain limitations, exclusions and restrictions. Barclaycard is not responsible for awarding Rewards under the RCI Elite Rewards Program, to arrange or provide for any goods or services related to the use of Rewards, for any delay, failure, or refusal by RCI or their assigns, to award or redeem Rewards, or for any decision by RCI to revoke or cancel Rewards or membership in the RCI Elite Rewards Program.

On the closing date of each billing cycle that your Account remains open and in good standing, Barclaycard will report to RCI the Net Purchases made using your Account during that billing cycle and request that RCI award Rewards. If your Account is not open or in good standing on the date a billing cycle closes, then Barclaycard will report no Net Purchases to RCI for that billing cycle. Barclaycard will ask that Rewards be awarded to the primary cardmember's RCI Elite Rewards Program membership, regardless of whether the primary cardmember or an authorized user on the Account made the purchase.

Balance transfers, cash advances (including cash equivalent transactions such as, but not limited to, the use of your Card or Account number to obtain money orders, traveler's checks, foreign currency and lottery tickets), fees, interest charges, and unauthorized/fraudulent transactions do not earn Rewards.

There is no limit to the total Rewards you can earn as long as the Program continues and the Account is open,

active and in good standing.

Bonus Rewards on purchases at participating merchants

You may earn bonus Rewards on eligible purchases at participating merchants with your RCI Elite Rewards MasterCard. Bonus Rewards earnings will vary and are subject to change at any time. RCI is solely responsible for establishing the terms and conditions of bonus Rewards earned through participating merchants. Cardmembers can visit <https://rcieliterewards.rci.com/terms.php> for information on participating merchants, timing of when bonus Rewards are awarded, and Program terms and conditions.

First Purchase Bonus Rewards: Receive 2,500 bonus Rewards, in addition to the regular Rewards you earn, after making an initial purchase with this Card. Bonus Rewards will post within 60 days of your first purchase. This promotion is limited to new cardmembers (who are not and have not previously been RCI® Elite Rewards® cardmembers).

Redeeming Rewards

Rewards may be redeemed for Reward items including certificates/cards/credits usable toward car rentals, hotel accommodations, and paying your RCI® Subscribing Membership cost and/or fees. Participating merchants and individual locations are subject to change. Rewards may also be redeemed for other Reward items such as airline travel Rewards (booking fee may apply).

Rewards and Certificates/Cards have no cash value under any circumstances and may not be used to pay your credit card balance. The terms of the Program may change at any time and are available at <https://rcieliterewards.rci.com/terms.php>. To redeem your Rewards, log on to rcieliterewards.rci.com. You may also contact the Reward Center at 877-587-8742.

Rewards Restrictions

You may not earn Rewards during a billing cycle in which any of the following occur:

- You fail to make the Minimum Payment Due by its Payment Due Date.
- Your Account becomes delinquent.
- Your Account is otherwise in default under your cardmember agreement with us (your Account is not in good standing).
- You, or any authorized user on the Account, engage in any illegal activity through the use of your Account or engage in activity that is deemed to be abusive or gaming conduct, as determined by us in our sole discretion.

Rewards Forfeiture

Rewards not yet transferred to your RCI Rewards Account may be forfeited if any of the following occur:

- Your Account becomes seriously delinquent, as determined by us at our sole discretion.
- You or we close your Account for any reason.

- You, or any authorized user on the Account, engage in fraudulent activity on your Account.
- Your Account is otherwise in default under your cardmember agreement with us. (Your Account is not in good standing.)
- You, or any authorized user on the Account, engage in any illegal activity on your Account, or engage in activity that is deemed to be abusive or gaming conduct, as determined by us in our sole discretion.
- We reserve the right, at our sole discretion, to disqualify any cardmember from participating in the Program and to invalidate any or all Rewards earned for abuse, fraud, or any violation of the Reward Rules.

Responsibility of the Parties/Information Sharing

RCI is not a party to the cardmember agreement between you and Barclaycard, does not participate in any extension of credit, has no authority regarding the Account and is not responsible for any goods or services offered by Barclaycard. Barclaycard is not responsible for any goods or services offered by RCI. You authorize Barclaycard to share information about your Account with RCI to the extent needed to administer the Program and for RCI to share information about your RCI Rewards account with Barclaycard for the same purpose. You also agree that Barclaycard may share Account information as set forth in Barclaycard's Privacy Policy and that RCI may share information as set forth in RCI's Privacy Policy.

Limitation and Release of Liability

By participating in the Program and accepting and using Rewards earned through the Program, you or any other beneficiary of the Program release, discharge and hold harmless Barclaycard and its parent companies, subsidiaries, affiliates, agents, administrators, employees, officers, directors, successors and assignees from all claims, damages or liability including, but not limited to, physical injury or death, arising out of participation in the Program or travel taken or use of products purchased in connection with the Program. Barclaycard is not responsible for unauthorized redemptions on your Account. Barclaycard has no liability in case of disagreement over issuance of Rewards or a cardmember's right to possess Rewards.

Important General Program Disclosures

Barclaycard is not responsible for typographical errors or omissions in this document. Rewards cannot be combined with other discount or reward programs unless specifically authorized by us. Barclaycard reserves the right to correct inaccurate Rewards values represented on statements or our website, at our sole discretion. We may, at our sole discretion, cancel, modify, restrict, or terminate the Reward Rules or any aspects or features of the Reward Rules to you at any time without prior notice. All interpretations of Reward Rules shall be at our sole discretion.

Customer Service

If you have any questions about your Account, please contact the customer service phone number on the back of your card.

The RCI MasterCard is issued by Barclaycard pursuant to a license by MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated.

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