# **Legal Terms and Conditions**

Interest Rates and Interest Charges		
Annual Percentage Rate (APR) for Purchases	24.99%  This APR will vary with the market based on the Prime Rate.	
APR for Balance Transfers	24.99%  This APR will vary with the market based on the Prime Rate.	
APR for Cash Advances	25.24%  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:	
Balance Transfer	Either \$5 or 3% of the amount of each transfer, whichever is greater.
Cash Advance	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
Foreign Transaction	3% of each transaction in U.S. dollars.
Penalty Fees:	

Late Payment	Up to <b>\$37</b>
Returned Payment	Up to <b>\$37</b>

How We Will Calculate Your Balance: We use a method called "daily balance (including new purchases)".

#### **Terms and Conditions Continued:**

<u>Important Information about the Barclaycard Rewards Credit Card Program:</u> 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.

<u>Agreement:</u> 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.

<u>About This Offer</u>: 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 lowa, 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.

<u>About Your Credit Report:</u> 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.

<u>About the Variable APRs on Your Account</u>: 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 21.74% to the Prime Rate. 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 6/18/2015 using a Prime Rate of 3.25%.

\*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.

<u>Balance Transfers. Here's How it Works:</u> 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.

<u>Credit Limit:</u> 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.

<u>Cash Equivalent Purchases:</u> 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.

<u>New York Residents:</u> 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 (http://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 the request for express delivery is made before 3:00 p.m. ET of that day. If the request is made after 3:00 p.m. 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 6/18/2015 and may change after this date.

#### **Privacy Policy**

Barclays' Privacy Policy is available online at www.BarclaycardUS.com.

#### **Barclaycard Rewards MasterCard® Rewards Program Rules**

This document contains the official Rewards Program Rules ("Program Rules") for the Barclaycard Rewards

MasterCard Program (the "Program") and includes important conditions and limitations. Use of your Barclaycard Rewards MasterCard Account constitutes your acceptance of each of the terms described below and the terms of the Cardmember Agreement. Please read these Program Rules and keep this document in a safe place. Capitalized terms not defined in these Program Rules shall have the meaning ascribed to them in the Cardmember Agreement.

<u>Program Administration</u> – The Program is administered by Barclays Bank Delaware ("Barclaycard") located in Wilmington, DE ("we", "us" or "our"). To qualify for participation in the Program and to maintain your good standing status:

- You must maintain an open and active Credit Card Account that is not in default under your Cardmember Agreement with us.
- Your Credit Card Account cannot have been inactive for thirteen (13) billing cycles (approximately thirteen (13) months) ("Inactive" means you have no balance, no payment and no transactions).
- You must be an individual (corporations, partnerships, and other entities may not participate) and use the Credit Card Account only for personal, family or household expenses. Each qualified Cardmember participating in the Program shall be eligible to earn miles.

### **Earning Points** - Points are earned as follows:

- Points are earned on retail purchases with the Barclaycard Rewards Credit Card (the "Card") less credits, returns
  and adjustments ("Net Purchases") made by the Cardmember(s) and/or any Authorized User(s) of the Card.
  Balance Transfers, Cash Advances, Quasi-Cash Transactions, Purchases made by or for a business or for a
  business purpose, fees, interest charges, and unauthorized/fraudulent transactions do not earn miles. Barclaycard
  reserves the right, in its sole discretion, to disqualify any Cardmember from participating in the Program and to
  invalidate any or all miles earned for abuse, fraud, or any violation of the Program Rules.
- Points You will earn one (1) point for each one dollar (\$1.00) of all Net Purchases made using your Card.
- Everyday purchases You will earn two (2) points (which includes one (1) point earned on all Net Purchases) for each one dollar (\$1.00) of all Net Everyday Purchases. Everyday Purchases are defined as: Gas, Grocery and Utility Purchases made using your card. Purchases must be submitted by eligible merchants using the merchant category codes for purchases in this category to qualify for the two (2) miles. Purchases made at merchants that do not process transactions under these terms or that use incorrect merchant category codes will not qualify for and you will not receive the two (2) miles benefit. Barclaycard is not responsible for incorrectly coded purchases. Purchases in this category that are submitted by the merchant using incorrect merchant category codes, will earn one (1) mile. Purchases not eligible to receive the two (2) points per one dollar (\$1.00) in Everyday Purchases include, but are not limited to, purchases made at superstores, warehouse clubs and discount stores.
- There is no maximum to the total points you can earn as long as the Program continues and the Cardmember's Credit Card Account is open and in good standing.

<u>Redeeming Points</u> – You can log on to our website, www.BarclaycardUS.com (http://www.barclaycardus.com/), to review redemption options and/or to redeem your points. **Points are not redeemable for less than 1,000 points.** 

- You can use your points to: (a) pay yourself back as a statement credit for purchases made within the last 90 days, (b) redeem for a cash back statement credit, (c) redeem for gift cards or (d) redeem for merchandise.
- If you redeem your points for a statement credit on your eligible Barclaycard Rewards MasterCard account, the
  credit will be posted to your account within five to seven (5-7) business days. Statement credits reduce your
  account balance but cannot be applied toward any minimum payment and are otherwise subject to the terms
  and conditions applicable to your Barclaycard Rewards MasterCard account.
- There is no maximum to the total points you can redeem as long as the Program continues and the Cardmember's Credit Card Account is open and in good standing.

- If you redeem your points for merchandise, items will be mailed to the U.S. street address of record with Barclaycard. If you redeem your points for gift cards or gift certificates, they will be mailed to the U.S. street address or P.O. Box of record with Barclaycard. Merchandise will not be mailed to a P.O. Box. Gift cards, gift certificates and merchandise will not be mailed to an F.P.O., A.P.O. or international address. Expedited shipping is available for gift cards and gift certificates at an additional cost to you and must be mailed to a U.S street address. Expedited shipping is not available for merchandise. The selection of items and the number of points needed to redeem them may change at any time and are subject to availability. Use of any gift card or gift certificate that you redeem is subject to any additional restrictions listed on the gift card or gift certificate or that are outlined in the individual merchant/provider disclosures. These merchant/provider disclosures may be viewed by accessing your account at www.BarclaycardUS.com (http://www.barclaycardus.com/) and selecting 'Manage rewards' to review available gift cards, gift certificates and merchandise and the associated merchant/provider disclosure including conditions, restrictions and exclusions that may apply. Each merchant/provider has the right to place restrictions on the use of its gift cards or gift certificates. Gift cards or gift certificates are not exchangeable, refundable, transferable or redeemable for cash, cannot be replaced if lost or stolen and are void where prohibited. Goods of equal or similar value may be substituted if the item you select is unavailable. Featured merchandise may not necessarily reflect exact colors or models due to photo facsimile used for general representation of merchandise and/or manufacturers' model or style updates. Purchase protection or extended warranty coverage associated with your Card is not applicable to Rewards.
- Points Expiration: As long as your account remains open and in good standing, your points will not expire.

## **Legal Disclosures**

- You have no property rights or other legal interest in points. Points have no cash value or value of any kind until they are fully redeemed. Points may not be assigned, transferred, or pledged.
- You are solely responsible for any taxes that may be owed as a result of points earned and/or redeemed. Please consult your tax advisor if you have tax questions about the Program. Barclaycard does not provide tax advice.
- Cardmember's exclusive remedy for earned but uncredited points or other benefit shall be the issuance of the uncredited points or benefit, if available, or such other comparable benefit as determined by us.
- The Program is subject to all applicable laws and regulations. The redemption of points is void where prohibited by law. The sale or barter of any Reward offered through the Program, other than by us, is expressly prohibited.
- We reserve the right to make promotional offers selectively available to Cardmembers, based on Cardmember activity, Program participation, or other factors.
- We reserve the right to correct errant Rewards values represented on statements or the site at our sole discretion.
- We may, in our sole discretion, cancel, modify, restrict, or terminate the Program or any aspects or features of the Program at any time without prior notice. All interpretations of Program Rules shall be at our sole discretion.

Limitation and Release of Liability – By participating in the Program, and accepting and using Rewards earned via the Program, you or any other beneficiary of the Program release, discharge and hold harmless Barclaycard and their respective 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 Credit Card account. Barclaycard has no liability in case of disagreement over issuance of or a Cardmember's right to possess Rewards.

Restrictions – You may not earn or redeem points during a billing cycle in which any of the following occur:

- You fail to make the Minimum Payment Due by the Payment Due Date.
- Your Credit Card Account becomes delinquent.
- Your Credit Card Account does not remain otherwise in good standing as defined in the Cardmember Agreement.

Forfeiture - Your points may be forfeited if any of the following occur:

- Your Credit Card Account becomes seriously delinquent, as determined by Barclaycard at its sole discretion.
- You or we close your Credit Card Account for any reason. You engage in fraudulent activity on this Credit Card Account. Call the number on the back of your Card if you want to obtain more information.

<u>MasterCard®</u> <u>Benefits</u> – Certain restrictions apply to each benefit. Platinum, World and World Elite card benefits may vary (i.e. coverage amounts vary and some benefits are not available). Details will accompany the new Credit Card Account.

<u>Miscellaneous</u> – The Program is subject to change and prior notification of such change is not required. Other significant terms may apply. Details will accompany the new Credit Card Account. All other trademarks and service marks belong to their respective owners. We are not responsible for typographical errors or omissions in this document. Points cannot be combined with other discount or reward programs unless specifically authorized by us.

<u>Customer Service</u> – Questions regarding the Program may be directed to 1-866-928-8598.

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