

Legal Terms and Conditions

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	14.99%, 19.99% or 24.99% , 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 14.99%, 19.99%, or 24.99% based on your credit worthiness. 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:	
<ul style="list-style-type: none"> • Balance Transfer 	Either \$5 or 3% of the amount of each transfer, whichever is greater.
<ul style="list-style-type: none"> • Cash Advance 	Either \$10 or 5% of the amount of each cash advance, whichever is greater.
<ul style="list-style-type: none"> • Foreign Transaction 	0% of each transaction in U.S. dollars.

Penalty Fees:	
<ul style="list-style-type: none"> • Late Payment 	Up to \$37 (the amount of the fee varies by state, see below)
<ul style="list-style-type: none"> • Returned Payment 	Up to \$37 (the amount of the fee varies by state, see below)

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 Priceline 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.

You agree that if you are not approved for a Signature account you may be approved for a Platinum account.

++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, or you may receive a Platinum card. Platinum benefits differ from Signature benefits. 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%, 16.74% or 21.74% 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 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.

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 (<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. Visa is a registered trademark of VISA USA, Inc. 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 6/18/2015 and may change after this date.

Information Sharing:

Barclay Bank Delaware (“Barclaycard”)’s Privacy Policy is available online at www.pricelinerewardsvisa.com. I agree that Barclaycard and Priceline will share information to the extent needed to administer the priceline rewards program.

Priceline Rewards Visa® Rewards Program Rules:

This document contains the official Rewards Program Rules (“Program Rules”) for the Priceline Rewards Visa Card Program (the “Program”) and includes important conditions and limitations. Use of your Priceline Rewards Visa Card (the “Card”) 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 have the meaning ascribed to them in the Cardmember Agreement.

Program Administration

The Program is administered by Barclaycard located in Wilmington, DE (“we”, “us” or “our”). Barclaycard and Priceline are responsible for establishing the terms and conditions of the Program and reserve the right to modify, amend or terminate the Program at any time.

To qualify for participation in the Program and to maintain your good standing:

- You must maintain an open Account that is not in default under your Cardmember Agreement with us.
- Your Account cannot have been inactive for 6 billing cycles in a row (representing approximately 6 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.

If you do not keep your Account open, active and in good standing, your enrollment in the Program may be cancelled and any unredeemed points may be forfeited.

Earning points

- You earn points for retail purchases less credits, returns and adjustments (“Net Purchases”) made by you and/or any Authorized User(s) of the Card.
- You earn 5 points for every \$1 on eligible purchases made at priceline.com. Purchases at priceline.com that are not eligible earn 1 point for every \$1 spent and include cruise bookings, non-Name Your Own Price® car reservations, and hotel reservations designated as Pay When You StaySM.
- Earn 1 point for every \$1 spent on all other purchases.
- Balance Transfers, Cash Advances, Quasi-Cash Transactions (transactions in highly liquid assets, e.g. assets that are directly convertible to cash such as, but not limited to, money orders, travelers checks, foreign currency and lottery tickets), purchases made by or for a business or for a business purpose, fees, interest charges, and

unauthorized/fraudulent transactions do not earn points.

- There is no limit to the total points you can earn as long as the Program continues and the Account is open, active and in good standing.
- All points earned for purchases by the primary cardmember and any authorized user(s) will be posted to the account and be treated as earned by the primary cardmember for purposes of the Program.
- Barclaycard reserves the right, at its sole discretion, to disqualify any cardmember from participating in the Program and to invalidate any or all points earned for abuse, fraud, or any violation of the Program Rules.

Points 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 Account becomes delinquent.
- Your Account does not remain in good standing as defined in the Cardmember Agreement.
- You engage in any illegal activity through the use of the Program or engage in activity that is deemed to be abusive or gaming conduct under the Program, as determined by us in our sole discretion.

Points Forfeiture

You may forfeit your points if any of the following occur:

- Your Account becomes seriously delinquent, as determined by Barclaycard at its sole discretion.
- You or we close your Account for any reason.
- You engage in fraudulent activity on your Account.
- You engage in any illegal activity through the use of the Program, or engage in activity that is deemed to be abusive or gaming conduct under the Program, as determined by us in our sole discretion.

Redeeming points

- Points can be redeemed for statement credits toward eligible purchases, gift cards, and merchandise. Redemptions for statement credits toward eligible priceline.com transactions offer the best value. (See sections below for additional details on each redemption option.)
- To redeem points, go to Manage Rewards in your account at pricelinerewardsvisa.com and follow the instructions.
- There is no limit to the total points you can redeem as long as the Program continues and your Account is open, active and in good standing.

Priceline.com Statement Credit Redemptions – Best Value

- Eligible priceline.com purchases of \$25 or more posted to your Account within the last 120 days are eligible for statement credit redemptions at a 1.5% value. For instance, 1,667 points can be redeemed for a \$25 statement credit toward an eligible priceline.com purchase. Purchases at priceline.com that are not eligible for redemption at the 1.5% value include cruise bookings, non-Name Your Own Price® car reservations, and hotel reservations designated as Pay When You StaySM.
- Purchases must be submitted with priceline.com as the merchant. Barclaycard is not responsible for incorrectly coded purchases.

Non-priceline.com Statement Credit Redemptions

Any non-priceline.com purchase of \$25 or more posted to your Account within the last 120 days is eligible for statement credit redemptions at a 1% value. For instance, 2,500 points can be redeemed for a \$25 statement credit toward a non-priceline.com purchase.

All Statement Credit Redemptions

If you redeem your points for a statement credit, the credit will be posted to your Account within 5 to 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 Account.

Non-Statement Credit Redemptions

- Gift Card redemptions start at 3,000 points for \$25.
- Merchandise redemption values vary based on what you are redeeming for.
- If you redeem 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 within 7 to 10 business days. Gift cards and gift certificates 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. Use of any gift card or gift certificate 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.
- If you redeem your points for merchandise, items will be mailed to the U.S. street address of record with Barclaycard within 4 to 6 weeks. Merchandise will not be mailed to a P.O. Box, F.P.O., A.P.O. or international address. Expedited shipping is not available for merchandise.
- Merchant/provider disclosures may be viewed by accessing your Account at pricelinerewardsvisa.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.
- The number of points needed to redeem for merchandise, gift cards and gift certificates may change at any time.
- Items are subject to availability and may change at any time. 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 the photography 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 items from redemptions.

10% Travel Redemption Bonus

You will earn 10% of your points back as a travel redemption bonus, to use toward your next redemption, every time you redeem for statement credits towards eligible priceline.com and eligible travel purchases. For example, if you redeem 25,000 points for a statement credit toward an eligible priceline.com or other eligible travel purchase, you will receive 2,500 points as a bonus to use toward your next redemption. Travel Redemption Bonus points are added to your account within one (1) business day after your travel statement credit redemption is processed.

Travel purchases eligible for the 10% Travel Redemption Bonus are defined as: Airlines, Hotels, Motels, Timeshares, Campgrounds, Car Rental Agencies, Cruise Lines, Travel Agencies, Tourist Attractions, Discount Travel Sites, Trains, Buses, Taxis, Limousines, and Ferries. To qualify for the 10% Travel Redemption Bonus, travel purchases must be submitted by merchants using the eligible merchant category codes for purchases in the above categories. Barclaycard is not responsible for incorrectly coded purchases.

Important Information about Points

- As long as your Account remains open, active and in good standing, your points (including travel redemption bonus points) will not expire.
- 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 transferred or assigned.
- If the cardmember is not credited for earned points or other benefits, once identified, the earned points or other benefits will be credited. If points 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 Program, as determined by us in our sole discretion, we reserve the right to make corresponding points adjustments to your Account and/or to cancel your account at any time.
- 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 points or items received through redemption through the Program, other than by us, is expressly prohibited.

Limitation and Release of Liability

By participating in the Program and accepting and using points earned through the Program, you (and any person to whom you give the benefits from the Program) release, discharge and hold harmless Barclaycard and its 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 Account. Barclaycard has no liability in case of disagreement over issuance of points or items received through redemptions or a cardmember's right to possess points or make redemptions.

Important General Program Disclosures

The Program is subject to change without prior notification. Other significant terms may apply.

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.

We reserve 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 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.

Customer Service

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

First Use Bonus Award: \$0 annual fee priceline rewards™ Visa® credit card

Cardmembers will receive a one time bonus award of 5,000 Points if the first purchase or balance transfer on the Account posts within the first 30 days from the date the Account is opened. Bonus Points will be posted at the close of the first billing statement after the initial qualifying purchase or Balance Transfer is made. First Use bonus Awards are limited to new Cardmembers only

Balance Transfer Bonus Points: \$0 annual fee priceline rewards Visa credit card

Cardmembers will earn one point per \$1 in balances transferred to their priceline rewards Visa credit card in the first 30 days after the Account is opened, up to a maximum of **5,000** points.

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