

Legal Terms and Conditions

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	12.24%, 20.24% or 25.24% , 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 twelve 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 12.24%, 20.24%, or 25.24% 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	\$99
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 JetBlue Plus World Elite MasterCard 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 8.74%, 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 8/31/2016 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 (<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 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 8/31/2016 and may change after this date.

Information Sharing: Barclaycard's Privacy Policy is available online at BarclaycardUS.com. You agree that Barclaycard and JetBlue may share information about you and your account to the extent needed to administer the JetBlue Card Program in conjunction with the JetBlue TrueBlue Program.

The JetBlue® Plus MasterCard® (JetBlue Plus Card) Reward Rules

This document contains the official Reward Rules for the JetBlue Plus MasterCard Account (the "Account") issued by Barclays Bank Delaware ("Barclaycard", "we", "us" or "our) and includes important conditions and limitations (the "Reward Rules"). Please read the Reward Rules and keep this document in a safe place.

TrueBlue® is a frequent flyer program offered by JetBlue Airways Corporation (the "Program") and is not a product or program of Barclaycard. JetBlue Airways Corporation is solely responsible for establishing the terms and conditions of your participation and points accumulation in the Program. Terms and conditions of the Program are published by JetBlue Airways Corporation at jetblue.com and JetBlue Airways Corporation reserves the right to change the Program at any time with or without prior notice, and to end the Program with 6 months' notice.

"You, "your" or "primary cardmember" means the person who applied for the Account. Use of your Account constitutes your acceptance of each of the terms described below. Capitalized terms not defined in these Reward Rules have the meaning ascribed to them in the Cardmember Agreement.

Reward Rules Administration

The Reward Rules are administered by Barclaycard. We are solely responsible for all credit and 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 and active Account that is not in default under your Cardmember Agreement with us.
- Your Account cannot have been inactive for 12 billing cycles in a row (representing approximately 12 months). "Inactive" means you have no balance, no payments and no transactions.
- You must pay your annual fee.
- You must be an individual (corporations, partnerships, and other entities may not participate).

Program Membership

- If your TrueBlue membership number was included in the application, we will add that number to your Account automatically.
- If the TrueBlue membership number that you provided is found to be invalid or you did not provide us with a TrueBlue membership number, a new TrueBlue membership account number will be assigned to you.
- Only one TrueBlue membership number will be established per Account, and assigned to the primary cardmember on that Account.

Important Information about TrueBlue Points

- TrueBlue points awarded to your True Blue membership account do not expire.
- You have no property rights or other legal interest in TrueBlue 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 responsible for any tax liability related to participating in the Program.
- If you are not credited for earned TrueBlue points or other benefits, once identified, the earned TrueBlue points or other benefits will be credited. If TrueBlue 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 Account, as determined by us in our sole discretion, we reserve the right to make corresponding adjustments to the points accrued in the Program and/or to cancel your Account at any time.
- The Program is subject to all applicable laws and regulations. The redemption of TrueBlue 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.

Points Restrictions

You may not earn TrueBlue points 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.

Points Forfeiture

Your TrueBlue points 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 points earned for abuse, fraud, or any violation of the Reward Rules.

Earning Points

You earn TrueBlue points on purchases made with the Account, less credits, returns and adjustments (“Net Purchases”) by you and/or any Authorized User(s) of the Account.

- You earn six (6) TrueBlue points for every one dollar (\$1.00) of eligible Net Purchases made with the Account, rounded up or down to the nearest dollar, on tickets, goods and services purchased directly from JetBlue Airways (“JetBlue Purchases”). Eligible JetBlue Purchases are items billed by JetBlue as merchant of record booked through JetBlue channels (JetBlue.com, JetBlue reservations, JetBlue Getaways and JetBlue airport ticket counters). Products or services that do not qualify as JetBlue Purchases are non-JetBlue Getaway car rentals, hotel reservations, purchases of TrueBlue points, and duty free purchases. Points earned will be posted to the primary cardmember’s TrueBlue membership account in 4-6 weeks.
- You earn two (2) TrueBlue points for every one dollar (\$1.00) of Net Purchases made with the Account, rounded up or down to the nearest dollar, on goods and services purchased directly at restaurants and grocery stores, as determined by the merchant category description. Qualifying restaurant purchases are categorized as: Restaurants and Fast Food Restaurants. Qualifying grocery store purchases are categorized as Grocery Stores and Supermarkets. Please note that large warehouse-type stores (Target, Walmart and Costco) are generally not classified as grocery stores. Purchases must be submitted by merchants using the eligible merchant category codes for restaurants and grocery stores to qualify for the 2 points. Barclaycard is not responsible for incorrectly coded purchases.
- You earn one (1) TrueBlue point for every one dollar (\$1.00) of Net Purchases made with the Account everywhere

else.

- From time to time, we may offer bonuses of TrueBlue points or other premiums (for example, TrueBlue Bonus points) to new JetBlue cardmembers. Unless otherwise stated in the offer, these bonuses and /or rewards are intended for persons who are not and have not previously been JetBlue cardmembers. You understand and agree that, unless we otherwise state, you are no longer eligible to receive these bonuses and/or rewards for any new JetBlue MasterCard account you open after this Account is opened. If you receive a bonus or reward for which you are not eligible, we may revoke the bonus or reward, or reduce your TrueBlue points by the amount of the bonus or reward, or charge your Account for the fair value of the bonus or reward, at our option.
- Balance Transfers, Cash Advances, Cash Equivalent Transactions (transactions in highly liquid assets, e.g. assets that are directly convertible to cash such as, but not limited to, money orders, traveler's checks, foreign currency, gambling chips and lottery tickets), fees, interest charges, and unauthorized/fraudulent transactions do not earn TrueBlue points.
- There is no limit to the number of TrueBlue points you can earn as long as the Program continues and your Account remains open and in good standing.

Additional Benefits of Your Account

Bonus TrueBlue Points

The primary cardmember will earn thirty thousand (30,000) bonus TrueBlue points after you spend \$1,000 in Net Purchases on your Account within ninety (90) days of Account opening and your annual fee has been paid. This one-time bonus points offer is valid for first-time cardmembers with new accounts only. Existing cardmembers and existing accounts are not eligible for this offer. This is a limited-time offer and may be canceled at any time without notice. Please allow 4-6 weeks for bonus points to be deposited into your TrueBlue account after qualifying transactions have posted.

Free First Checked Bag

The primary cardmember and up to 3 travel companions on the same reservation who have purchased Blue fares each receive their first checked bag free on JetBlue operated flights. All ticket purchases (original and exchanges) must be made with the JetBlue Plus MasterCard Account and the cardmember's TrueBlue member number must be entered at the time of booking. Applicable overweight and excess baggage fees will apply. See jetblue.com/travel/baggage/ for more information on JetBlue's checked baggage policy. For benefit to apply, the Account must be open 7 days prior to air travel AND, reservation must include the primary cardmember's TrueBlue member number 7 days prior to air travel. If your Account is closed for any reason, these benefits will be cancelled. Eligible JetBlue Plus MasterCard primary cardmembers who have purchased a Blue fare will get their first checked bag free of charge for flights operated by JetBlue that do not include first checked bag free. In addition, up to 3 companions traveling with the eligible primary cardmember who have purchased a Blue fare will also get their first checked bag free of charge if they are listed in the same reservation. This benefit will not be available for travel on codeshare flights booked with a JetBlue flight number but operated by another airline. Waiver of bag fee does not apply to overweight or oversized bags. This benefit cannot be combined with any existing TrueBlue program benefits, including any waiver of baggage charges. Please see jetblue.com/travel/baggage/ (<http://jetblue.com/travel/baggage/>) for baggage weight and size restrictions. Applicable terms and conditions are subject to change without notice.

Mosaic

Mosaic is a TrueBlue loyalty program which offers additional points, benefits and exclusive offers from participating partners. The primary cardmember will qualify for Mosaic after spending \$50,000 in Net Purchases that post to the cardmember's January through December billing statements. Mosaic is earned in addition to the TrueBlue points earned for Net Purchases made on the Account. Net Purchases exclude returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and interest charges. Purchases made through additional cards on the primary cardmember's Account (by authorized users) will count toward the primary cardmember's qualifying spend. Please allow 4-6 weeks for Mosaic once you have qualified. Cardmembers who qualify for Mosaic will be eligible for the remainder of the current calendar year and the following calendar year. See jetblue.com for full details on the Mosaic program.

Anniversary TrueBlue Bonus Points

On your Account anniversary, 5,000 TrueBlue bonus points will be credited to your TrueBlue membership account as long as your Account remains open and in good standing. A maximum of 5,000 anniversary TrueBlue bonus points can be earned per year regardless of the amount of Net Purchases made. TrueBlue bonus points typically post 4-6 weeks after your Account anniversary.

50% Savings on Inflight Purchases

Cardmembers in good standing will qualify for a 50% savings on eligible inflight purchases. Eligible purchases include the inflight purchase of cocktails, beer, wine, meals, and JetBlue movies (not Fly-Fi®) on JetBlue-operated flights when purchased on their Account. Savings does not apply to any other inflight purchases, such as wireless internet access. This offer is available on eligible flights as long as supplies last. This savings will appear as an Account statement credit 4-6 weeks after the transaction is posted to the cardmember's Account.

Get 10% Points Back When You Redeem

You will earn 10% of your points back as a redemption bonus, to use toward your next redemption, every time you redeem. There is no maximum number of TrueBlue bonus points that can be earned annually from this benefit. This benefit only applies to TrueBlue points redeemed from the primary cardmember's TrueBlue membership account. For benefit to apply, your Account must be open at the time of redemption. TrueBlue redemption bonus points typically post 4-6 weeks after your redemption.

\$100 Statement Credit After Purchasing a Getaway Package

For each calendar year that you purchase a JetBlue Getaways vacation package of \$100 or more with your Account at jetblue.com or 1-800-JETBLUE, you will receive a \$100 statement credit. Your purchase must be \$100 or more, less returns and credits, to receive this benefit. Limit of one \$100 statement credit per calendar year per Account. Your Account will be billed for the full price of the JetBlue Getaways vacation package. The statement credit will appear 6-8 weeks after the qualifying transaction is posted to your Account. Your Account will not be eligible to receive the statement credit if it is closed or in default under your Cardmember Agreement at the time of fulfillment.

Responsibility of the Parties/Information Sharing

JetBlue Airways 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 JetBlue Airways Corporation. You authorize Barclaycard to share information about your Account with JetBlue Airways Corporation to the extent needed to administer the Program and for JetBlue Airways Corporation to share information about your TrueBlue 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 JetBlue Airways Corporation may share TrueBlue account information as set forth in JetBlue'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

JetBlue Airways Corporation reserves the right to change the TrueBlue Program and its terms and conditions at any time without notice, and to end the TrueBlue Program with 6 months' notice. Any such changes may affect

your ability to use the points, awards or mileage credits that you have accumulated. Unless specified, TrueBlue points earned through use of the JetBlue Plus Card do not count toward Mosaic qualification. JetBlue Airways Corporation is not responsible for products or services offered by other participating companies. For complete details about the TrueBlue Program, visit jetblue.com.

Barclaycard is 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. 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.

JetBlue Airways and TrueBlue are trademarks of JetBlue Airways Corporation. The JetBlue Plus MasterCard is issued by Barclaycard pursuant to a license by MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated.

Customer Service

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

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