

Legal Terms and Conditions

| Interest Rates and Interest Charges | |
|---|--|
| Annual Percentage Rate (APR) for Purchases | 13.74%, 17.74% or 21.74% , based on your credit worthiness. This APR will vary with the market based on the Prime Rate. |
| APR for Balance Transfers | 13.74%, 17.74%, or 21.74% 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 | 3% of each transaction in U.S. dollars. |
| Penalty Fees: | |

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| <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 Williams-Sonoma 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 10.49%, 14.49% or 18.49% 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.

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 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.

Information Sharing:

Barclays' Privacy Policy is available online at www.BarclaycardUS.com. I agree that Williams-Sonoma and Barclays may share information about me and my account to the extent necessary to administer the Williams-Sonoma Rewards Program in conjunction with the Williams-Sonoma Visa Signature Card.

Williams-Sonoma Visa® Rewards Program

This document contains the official Rewards Program Rules (Program Rules) for the Williams-Sonoma Visa Program (the Program) and includes important conditions and limitations. Use of your Williams-Sonoma Visa Account (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 have the meaning ascribed to them in the Cardmember Agreement.

Program Administration

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:

- 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 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 Account only for personal, family or household expenses.
- All points earned by the Primary cardmember and any Authorized User(s) will be posted to the Account and are the property of the Primary cardmember.

Earning Points

- You earn points on retail Purchases with the Williams-Sonoma Rewards Visa Credit Card (the Card), less credits, returns and adjustments (Net Purchases) made by you and/or any Authorized User(s) of the Card.
- You earn 3 points for every \$1 of all Net Purchases made using your Card at Williams-Sonoma locations.
- You earn 1 point for every \$1 of all other Net Purchases made using your Card.
- 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 your Account is open, active and in good standing.
- Point accumulations will be reported monthly on your billing statement.
- 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.

Redeeming Points

- You can redeem points for Williams-Sonoma gift cards, experiences, gift cards or statement credits towards any eligible Williams-Sonoma purchases made using your Card.
- An eligible purchase is defined as any Williams-Sonoma purchase that posts to the Account within the last 90 days and is equal to or greater than \$25.
- To redeem points, visit Manage Rewards at BarclaycardUS.com and follow the instructions.
- The amount of points needed to redeem will vary by transaction.
- There is no limit to the total points you can redeem as long as the Program continues and the Account is open, active and in good standing.

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 requirement and are otherwise subject to the terms and conditions applicable to your Account.

Gift Card Redemptions

- If you redeem points for gift cards, they will be mailed to the U.S. street address or P.O. Box of record with Barclaycard. Gift cards will not be mailed to an F.P.O., A.P.O. or international address. Gift cards will be mailed Standard Delivery. Please allow 7-14 business days for receipt. Use of any gift card you redeem is subject to any additional restrictions listed on the gift card or that are outlined in the individual merchant/provider disclosures.
- Merchant/provider disclosures may be viewed by accessing your Account at BarclaycardUS.com and selecting 'Manage rewards' to review available gift cards and the associated merchant/provider disclosures including conditions, restrictions and exclusions that may apply. Each merchant/provider has the right to place restrictions on the use of its gift cards.
- Gift cards are not exchangeable, refundable, transferable or redeemable for cash, cannot be replaced if lost or stolen and are void where prohibited.
- Gift cards are not valid toward previous purchases, and cannot be used as payment on any existing Account balances with Barclaycard.
- Gift cards do not expire once awarded.
- The number of points needed to redeem for gift cards 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.
- Purchase protection or extended warranty coverage associated with your Card is not applicable to gift cards.

Cookbook Club Gift Card Redemptions

- Call or visit your local Williams-Sonoma store for a Cookbook Club class schedule.
- Pre-payment is required to reserve a class space. Class spaces are sold on a first-come, first-served basis. If a cancellation is made 48 hours prior to the class, Williams-Sonoma will give a full refund or apply the fee to another class. Otherwise the payment is nonrefundable and nontransferable.
- Menus are subject to change due to availability of ingredients and/or at the chef's discretion.
- Classes may be canceled due to low enrollment or inclement weather. If a class is canceled, the customer will be transferred to the next class of his/her choice. See Cookbook Club Gift Card for additional terms and conditions.

Experience Redemptions

- You can redeem your points for experiences, including tours and hotel packages.
- Offer is subject to change or cancellation at any time without notice. Actual points redemption value may vary based on travel dates.
- Offer will be fulfilled on a first-come, first-served basis, subject to availability.
- In the event that an offer is canceled, neither Barclaycard nor Williams-Sonoma, Inc., will be liable for any additional costs associated with the offer, including but not limited to airfare or hotel expenses. Other restrictions may apply.
- Please contact the concierge at 888-647-3086 for further details and to assist you with experience redemption. Points will be deducted within 30 days from the date that the offer was booked through the concierge.

Tours

- Tours include only the components included in the tour description.
- The travel partner reserves the right to change the packages, if deemed necessary, offering comparable components.
- There is no refund for components not used.
- Points redemption value is based on a minimum number of travelers. Tour departures that do not meet minimum traveler requirements are subject to cancellation.

Hotel Packages

- Packages include only the components included in the package description.
- Offers valid on new bookings only. Blackout dates, minimum night stays, seasonal surcharges, resort fees and other restrictions may also apply.
- Offer may require purchase of travel insurance or travel waiver. Offer not valid for group travel.
- Traveler may be responsible for hotel taxes and fees on free nights and other offers, where applicable.

First Use Bonus Award:

After you use your Williams-Sonoma Visa Card to make a purchase for the first time (provided the transaction is not later rescinded or returned), you will receive a twenty-five dollar (\$25) Williams-Sonoma Gift Card by mail. Please allow up to 4-6 weeks for delivery of the gift card. The delivery will be made to the billing address associated with your Williams-Sonoma Visa Card.

10% Off Coupons

Each time you spend \$2,500 on your Account, a 10% off Coupon for a future Williams-Sonoma purchase will automatically be issued with your next statement. If you are enrolled in Paperless Statements, you can find your Coupon at BarclaycardUS.com by selecting 'View activity & statements.' A maximum of 4 Coupons can be redeemed in any one billing cycle and Coupons expire 90 days from the date of issuance. Coupons may not be combined and only one coupon may be used toward a single transaction. In no event are Coupons or any part thereof convertible to cash or cash equivalent. Coupons shall have no cash or monetary value. Coupons may not be used to pay off or pay down any Barclaycard Account.

Important Information about Points

- As long as your Account remains open, active and in good standing, your points do 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 assigned, transferred or pledged.
- You are responsible for any tax liability related to participating in the Program.
- 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 Reward offered through the Program, other than by us, is expressly prohibited.

Points Restrictions

- As long as your Account remains open, active and in good standing, your points do not expire.

You may not earn points and/or your redemptions will not be processed 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 is delinquent.
- Your Account does not remain otherwise 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 at our sole discretion.

Points Forfeiture

Your points may be forfeited 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 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.

If your points are forfeited for any reason, we will not reinstate those points to your Account.

Free Online Shipping

Free standard shipping is subject to the full Shipping Terms & Conditions of the Williams-Sonoma Program, which includes certain ineligible items, as stated on

www.williams-sonoma.com/pages/wsvisa-free-ship-terms. For the Free standard shipping benefit to apply, you must use your Williams-Sonoma Visa Card to purchase the item(s) to be shipped. There is no minimum purchase requirement. Free standard shipping is valid on Williams-Sonoma.com only and does not apply to purchases made on any of Williams-Sonoma affiliated brands.

Limitation and Release of Liability

Williams-Sonoma is not a party to the Cardmember Agreement. You agree that Barclaycard may share information regarding your Account, including the Account number and transaction information, with Williams-Sonoma for the purpose of providing customer service to your account.

By participating in the Program, and accepting and using points earned via the Program, you or any other beneficiary of the Program release, discharge and hold harmless Barclaycard, Williams-Sonoma, and their respective 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 chosen as a Program Reward. Barclaycard and Williams-Sonoma are not responsible for unauthorized redemptions on your Account. Barclaycard has no liability in case of disagreement over issuance of or right to possess Points. All questions or disputes regarding eligibility for the Program or eligibility for Points for accrual or redemption will be resolved by Barclaycard in its sole discretion. Williams-Sonoma is not responsible for any loss or damage resulting from lost or stolen gift cards or use without permission.

Important General Program Disclosures

The Program is subject to change without prior notification. Other terms may apply. Barclaycard is a trademark of Barclays Bank PLC, used under license to Barclays Bank Delaware. 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 will 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.

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