

Legal Terms and Conditions

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	13.99% 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 13.99% 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 	3% 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 Barnes and Noble 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 10.74% 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. 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 6/18/2015 and may change after this date.

Information Sharing:

Barclays' Privacy Policy is available online at www.BarclaycardUS.com. I agree that Barclays Bank Delaware and Barnes & Noble may share information about me and my account to the extent needed to administer the Barnes & Noble MasterCard Program in conjunction with the Barnes & Noble Reward Program.

REWARD RULES

Barnes & Noble MasterCard Rewards Program:

The following Terms and Conditions apply to the Barnes & Noble MasterCard Card Rewards program ("Program"). Please read these Terms and Conditions carefully. Use of your Barnes & Noble MasterCard Card Account ("Account") will signify that you have read and agreed to all of the following provisions. Barclaycard, Barnes & Noble, Inc. and Barnesandnoble.com, LLC (collectively, the "Barnes & Noble Entities") each reserve the right to suspend, modify, cancel, or terminate the Program, in whole or in part, at any time for any reason.

The Barnes & Noble MasterCard Card is issued by Barclays Bank Delaware located in Wilmington, Delaware. The words "we", "us" and "our" refer to Barclays Bank Delaware and its successor firms, subsidiaries or affiliates (collectively "Barclaycard"). The words "you" or "Cardholder" means the cardholder, authorized user and any person authorized to use the Account. "Barnes & Noble Stores" refers to Barnes & Noble, B. Dalton, Bookstop, Bookstar, Doubleday, Ink Newsstand and Charlesbank stores.

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. Neither Barclaycard nor the Barnes & Noble Entities provide tax advice. Points have no value except as used in accordance with the Terms and Conditions of the Program. Barclaycard reserves the right to disqualify any Cardholder from participating in the Program and to invalidate any or all Points for abuse, fraud or any violation of the Program's Terms and Conditions.

By participating in the Program, and accepting and using Points earned via the Program, you and any other beneficiary of the Program release, discharge and hold harmless Barclaycard, the Barnes and Noble Entities 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.

Questions regarding the Program, including questions about your Points balance may be directed to Barclaycard Customer Care at 1-866-896-5547. Agents are available 24 hours a day, 7 days a week. All question or disputes regarding eligibility for the Program or eligibility for Points for accrual or redemption will be resolved by Barclaycard in its sole discretion.

The Barnes & Noble Entities are not a party to the Cardmember Agreement. By accepting this Account, you agree that Barclaycard may share information regarding your Account, including name, address, phone number,

email address, the account number and transaction information, with the Barnes & Noble Entities for the purpose of providing customer service to you for the Program. In addition the Barnes & Noble Entities may use information to send you select marketing partner offers in accordance with the Barnes & Noble privacy policy (the "Barnes & Noble Privacy Policy"). Information relating to any additional cards issued under your account will also be shared with the Barnes & Noble Entities. You can review the Barnes & Noble Privacy Policy online at www.barnesandnobleinc.com/misc/privacy_policy.html (http://www.barnesandnobleinc.com/misc/privacy_policy.html) or you may obtain a copy of it by calling 866-238-READ (individuals located outside the U.S. should call 201-272-3715). Courtesy copies are also available at Barnes & Noble retail store locations; because of printing and distribution delays, however, always check www.barnesandnobleinc.com/misc/privacy_policy.html (http://www.barnesandnobleinc.com/misc/privacy_policy.html) for the most up-to-date version. To opt-out of such marketing by the Barnes & Noble Entities, please review the opt-out instructions contained in the Barnes & Noble Privacy Policy.

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ELIGIBILITY

To continue to participate in the rewards program, your account must remain open and in good standing, you must maintain your creditworthiness and you must use your card for at least one (1) purchase transaction every six (6) months (or have some type of account balance every six months). **Failure to meet these requirements may result in account closure and/or forfeiture of all outstanding points earned.** In addition, if your payment is late in a particular billing cycle, this may result in the forfeiture of points earned in that billing cycle. If your points are forfeited for any reason, we will not reinstate these points to your account.

EARNING POINTS

Cardholders earn Reward Points ("Points") and Rebates ("Rebates") in the Program. Points and Rebates earned are based on the new Net Purchases ("Net Purchases" means retail purchases less credits, returns and adjustments) that post to the Account each periodic billing cycle. When a purchase or transaction is not a whole dollar amount, any fraction equal to or greater than \$0.50 will be rounded up to the nearest whole dollar and any fraction equal to or less than \$0.49 will be rounded down to the nearest whole dollar. For example, if a Cardholder makes a purchase in the amount of \$49.49, 49 Points will be awarded, but if the transaction amount is \$49.50, 50 Points will be awarded. The following transactions are not considered Net Purchases and do not earn Points or Rebates: convenience checks, balance transfers, cash advances, cash equivalents as defined in your Cardholder Agreement, credit card fees and interest. In addition, any Points or Rebates awarded on purchases that are subsequently returned will be deducted from your total, and your balance will be adjusted accordingly.

We reserve the right to exclude from Net Purchases unauthorized purchases and purchases which are added to your Account after you are past due or over limit. Any questions regarding eligibility of transactions shall be determined by us in our sole discretion. Previously awarded Points and Rebates relating to ineligible transactions shall be forfeited. If Points and/or Rebates for credit, returns or other adjustments exceed new purchases during a billing cycle, we will report negative Net Purchases. No retroactive Points and/or Rebates will be awarded.

Cardholders earn Points in the following amounts based upon the type of purchase transaction charged to the Account:

One (1) Point will be awarded for every one (\$1.00) in Net Purchases spent at any location other than Barnes & Noble Stores or online at www.bn.com.

Bonus Gift Cards – From time to time, for new Cardholders, upon first use of the Account for a purchase that is not later returned, rescinded or disputed, the Account may be awarded a Barnes & Noble Gift Card.

EARNING REBATES

Cardholders earn Rebates (“Rebates”) in the Program. Cardholders earn Rebates in the following amounts based upon the type of transaction charged to the Account:

a) A five (5%) rebate will be awarded on Net Purchases spent at any Barnes & Noble Stores or online at www.bn.com (<http://www.bn.com/>). Rebates will not apply to purchases of discounted Barnes & Noble Gift Cards.

Points and Rebates are reported monthly on each billing statement. There is no limit to the amount of Points and/or Rebates that you can earn.

REDEEMING POINTS

At 2,500 Points, you will be sent a \$25 Barnes & Noble Gift card. The Gift Card will be mailed to the billing address on the Account. Please allow up to 4 weeks for receipt.

REDEEMING REBATES

Rebates will be reflected as a statement credit on your Account. The credit will appear on the same billing statement as the charge for the related eligible purchase(s). The credit does not constitute a payment. You are still required to make the minimum payment due by the due date.

Barclaycard and the Barnes & Noble Entities are not responsible for unauthorized redemptions on your Account.

POINTS and GIFT CARD EXPIRATION

Points will expire after three (3) years from the date of accrual provided you continued to meet the requirements as stated in the “Eligibility” section above. Points also expire if your account is closed, whether by you or by us, or if you do not make at least one purchase every six months.

Barnes & Noble Gift Cards do not expire once they are awarded. Gift Cards are valid only towards purchases at Barnes & Noble stores or online at www.bn.com (<http://www.bn.com/>).

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