

Legal Terms and Conditions

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	15.24%, 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 15.24%, 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 	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 Choice Hotels 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 11.99%, 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 reconsider 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.

Barclays' Privacy Policy is available online at www.BarclaycardUS.com. I agree that Barclays Bank Delaware and Choice Hotels International, Inc may share information about me and my Account to the extent needed to administer the Choice Privileges® Visa Card in conjunction with the Choice Privileges Rewards Program.

The Choice Privileges® Visa® Card Program

a) Upon application approval, the **Choice Privileges® Visa® Card Account** ("Account") will be issued by Barclays Bank Delaware ("Barclays"). Barclays is solely responsible for all credit and eligibility standards and determination of Card issuance. To be eligible to earn **Choice Privileges** Points ("Points") on the Account, the **Choice Privileges** Visa Cardmember must keep the Account open and in good standing, be a consumer (no corporations etc. may participate) and be a permanent resident of the United States.

b) The **Choice Privileges** Rewards Program (the "Rewards Program") is a program offered by Choice Hotels International, Inc. ("Choice Hotels") and is not a product or program of Barclays. Choice Hotels® is solely responsible for establishing the terms and conditions of participation and subsequent Point accumulation in the Rewards Program. All Rewards Program terms and conditions apply. Choice Hotels may change the Rewards Program, including its rules and regulations, at any time with or without prior notice. For complete details of Choice Hotels agreements (including Privacy Policy and Terms and Conditions), go to www.choicehotels.com (<http://www.choicehotels.com/>). Choice Hotels is not responsible for any goods or services offered by Barclays.

c) On the closing date of each billing cycle that your Account remains open and in good standing, Barclays will report to Choice Hotels the Net Purchases charged to your Account during a billing cycle and request that Choice Hotels award Points as set forth in paragraph (d). If your Account is not open and in good standing on the date a billing cycle closes, then Barclays will report no Net Purchases to Choice Hotels for that billing cycle. Barclays will ask that Points be awarded to the Primary Cardmember, regardless of who made the "Purchase." "Net Purchases" for a billing cycle are determined by totaling all new Purchases added to the Account during the billing cycle, and then subtracting credits posted to the Account during the period for returned Purchases and/or adjustments. For purposes of reporting Net Purchases, Barclays may round down to the nearest whole dollar amount. If credits for returned Purchases exceed new Purchases during a billing cycle, Barclays will calculate negative Net Purchases and reduce the Primary Cardmember's accrued Points accordingly. Point accumulation is subject to certain limitations, exclusions and restrictions. Net Purchases do not include fees, charges, credit insurance premiums, or transactions posting as Cash Advances or non-qualifying Balance Transfers, whether received from financial institutions, automated teller machines, by use of Barclays, checks, or by any other means. Barclays reserves the right to exclude from Net Purchases any unauthorized Purchases, Purchases which are added to your Account after the Account is past due or over the credit line. Barclays may ask Choice Hotels to withdraw Points previously awarded if your Account is more than sixty (60) days past due, or if the Points were awarded on Purchases not authorized by you. Barclays is not responsible to award Points under the Program, to arrange or provide for any goods or services related to the use of Points, for any delay, failure, or refusal by Choice Hotels to award or redeem Points, or for any decision by Choice Hotels to revoke or cancel Points or membership in the Rewards Program. Barclays will show on your monthly credit card Account statement the Primary Cardmember's accrued Points as reflected in their records. There is no limit to the number of Points a Cardmember can earn on the Account.

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 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.

d) **Points Accrual**

All Cardholders will earn ten (10) Points for every one dollar (\$1.00) spent on eligible MainStay Suites®, Suburban Extended Stay®, Econo Lodge® and Rodeway Inn® property stays. Points are based on five (5) Points for every one dollar (\$1.00) spent with the **Choice Privileges** Visa card linked to the same **Choice Privileges** membership and five (5) Points for every one dollar (\$1.00) spent with the **Choice Privileges** program.

Eligible stays at all other **Choice Privileges** locations will earn fifteen (15) Points for every one dollar (\$1.00) spent based on ten (10) Points for every one dollar (\$1.00) earned through the **Choice Privileges** membership and five (5) Points for every one dollar (\$1.00) spent with the **Choice Privileges** Visa card linked to the same **Choice Privileges** membership.

In addition, all Cardmembers will earn five (5) Points for every one dollar (\$1.00) spent on new, net retail purchase transactions (purchases less credits, returns, and adjustments) of Points and Choice Hotels gift cards. Cardholders earn two (2) Points for every one dollar (\$1.00) spent on all other purchases, including non-point eligible **Choice Privileges** stays.

All Points are earned on new, net retail purchase transactions (purchases less credits, returns, and adjustments).

Choice Privileges locations include properties in the U.S., Canada, Europe, the Middle East, Mexico, Central America, the Caribbean and Australasia. Europe excludes Denmark, Estonia, Finland, Iceland, Latvia, Lithuania, Norway and Sweden. Australasia includes Australia, New Zealand, Singapore, Papua New Guinea, and Fiji.

For a list of Choice Hotels brand properties, please visit www.choiceprivileges.com (<http://www.choicehotels.com/>).

Bonus Points

First Use Points - All Cardmembers will earn 8,000 Points upon the first use of the Account for a purchase or balance transfer.

First Stay Points – Cardmembers will also earn an additional 24,000 Points after the first paid stay with their new Account at a Comfort Inn®, Comfort Suites®, Quality®, Sleep Inn®, Clarion®, Ascend Collection®, Cambria Suites®, MainStay Suites®, Suburban Extended Stay®, Econo Lodge® or Rodeway Inn® hotel in the U.S. Five free nights are based on 40,000 Points. A free night requires more Points at most hotels. For Point level information, visit **choiceprivileges.com**.

All Points will be awarded at the close of the Cardmember's billing statement after the qualifying transaction(s) have posted.

Please allow 4-6 weeks for all Points, including first use and first stay bonus Points, to be deposited into the Rewards Program account. All Rewards Program terms and conditions apply. See **choiceprivileges.com** for details.

From time to time, Choice Hotels and/or Barclays may offer bonuses or awards or other premiums (for example, First-Purchase Bonus Points) to new Cardmembers. Unless otherwise stated in the offer, these bonuses and/or awards are intended for persons who are not and have not previously been Cardmembers of the **Choice Privileges** Visa Card program. You understand and agree that, unless Barclays otherwise states, Cardmembers are no longer eligible to receive these bonuses and/or awards for any new Account you open after the initial Account is opened. If you receive a bonus or award for which you are not eligible, Barclays may direct Choice Hotels to revoke the bonus or award or reduce your **Choice Privileges** Rewards Points by the amount of the bonus or award, or charge your Account for the fair value of the bonus or award, at our option. There is no limit to the number of Points a Cardmember can earn on the Account.

e) **Redeeming Points** - To redeem Points at anytime, log on to the Rewards Program account at www.choiceprivileges.com (<http://www.choicehotels.com/>) or call the Choice Hotels Service Center at 1-888-228-2000.

Choice Hotels is not a party to the Credit Card Cardmember Agreement between you and Barclays, does not participate in any extension of credit, and has no authority regarding your Account. Barclays is the sole creditor and owner of your Account. You authorize Barclays to share information about your Account with Choice Hotels to the extent needed to administer the Rewards Program. You also agree that Barclays may share Account information with Choice Hotels as set forth in its Privacy Policy which can be found at www.barclaycardus.com (<http://www.barclaycardus.com/>).

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