

## Legal Terms and Conditions

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>13.99%, 19.99% or 22.99%</b> , based on your credit worthiness.  This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>0%</b> 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 <b>13.99%, 19.99%, or 22.99%</b> based on your credit worthiness. This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>25.24%</b>  This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest on Purchases</b>	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.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$0.50
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>

Fees	
<b>Annual Fee</b>	<b>\$0</b>
<b>Transaction Fees:</b>	
<ul style="list-style-type: none"> <li>• Balance Transfer</li> </ul>	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.
<ul style="list-style-type: none"> <li>• Cash Advance</li> </ul>	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
<ul style="list-style-type: none"> <li>• Foreign Transaction</li> </ul>	<b>3%</b> of each transaction in U.S. dollars.

<b>Penalty Fees:</b>	
<ul style="list-style-type: none"> <li>• Late Payment</li> </ul>	Up to <b>\$37</b> (the amount of the fee varies by state, see below)
<ul style="list-style-type: none"> <li>• Returned Payment</li> </ul>	Up to <b>\$37</b> (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 Upromise 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%, 16.74% or 19.74% 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) (<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.

Barclays' Privacy Policy is available online at [www.BarclaycardUS.com](http://www.BarclaycardUS.com). I agree that Barclays Bank Delaware and Upromise may share information about me and my Account to the extent needed to administer the Upromise® MasterCard in conjunction with the Upromise Credit Card Rewards Program.

### **Upromise MasterCard® Rewards Program Rules**

This document contains the official Rewards Program Rules (Program Rules) for the Upromise MasterCard Program (the Program) and includes important conditions and limitations. Use of your Upromise MasterCard 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 Credit Card Account that is not in default under your Cardmember Agreement with us.
- Your Credit Card 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 Credit Card Account only for personal, family or household expenses.
- All Cash Back earned by the primary cardmember and any authorized user(s) will be the property of the primary cardmember.
- All Cash Back earned by the primary cardmember will be credited to the primary cardmember. In the event that a Credit Card Account has authorized users who have registered their cards to their own separate Upromise membership accounts (not the primary cardmember's Upromise membership account), the 1% Base Cash Back and 2% Cash Back from movie theater and in-store department store purchases by authorized users will **only** post to the Upromise membership account of the primary cardmember. The 4% Bonus Cash Back will post to the Upromise membership account of the individual (primary cardmember or authorized user) who made the purchase. Access to any Cash Back earnings posted in your Upromise membership account is subject to the terms of use of the Upromise service.

### **Upromise Membership**

A Upromise membership is required to earn and receive all eligible Cash Back. If you are not already a Upromise member, visit [upromise.com/activate](http://upromise.com/activate) to join for free. In addition, your Upromise MasterCard (including all additional cards issued to authorized users) must be registered to a Upromise membership account to earn and receive all eligible Cash Back. To verify that your Upromise MasterCard is registered with Upromise, visit [upromise.com/cardregistration](http://upromise.com/cardregistration).

In addition to Cash Back earned via this Program, you are eligible to earn Cash Back as a Upromise member when shopping with Upromise partners. Visit [upromise.com](http://upromise.com) for complete membership rules and a complete list of Upromise partners. Exclusions and limitations apply.

## **Upromise MasterCard Cash Back Earning**

This Program consists of two categories of Cash Back rewards that can be earned using your Upromise MasterCard for automatic deposit into a Upromise account: Base Cash Back and Bonus Cash Back (collectively, "Total Cash Back" or "Cash Back"). Cash Back is earned only on net retail purchase transactions less credits, returns and adjustments ("Net Purchases").

- The following are not eligible to earn Cash Back: 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.
- There is no limit to the total amount of Cash Back you can earn via the Program as long as your Credit Card Account is open, active and in good standing.

## **Upromise MasterCard Cash Back Details**

### **5% Upromise Online Shopping (including Travel) and Dining Cash Back**

A total of five percent (5%) Cash Back (consisting of 1% Base Cash Back and 4% Bonus Cash Back) is earned on every \$1 of qualifying Net Purchases made via the Upromise Online Mall when you use a Upromise MasterCard that is a registered in a Upromise membership account.

- To view a complete list of Upromise online retailers and travel partners that participate go to [upromise.com/cardretailers](http://upromise.com/cardretailers). The Upromise Online Shopping Terms & Conditions apply. Participating companies, contribution levels and terms & conditions are subject to change without notice. While we do our best to track and credit all qualified online purchases, there may be occasions when we are unable to do so as a result of technical difficulties or other reasons.
- If your purchase made via the Upromise online mall is from a merchant classified by MasterCard as a department store you will earn a total of six percent (6%) Cash Back (consisting of 2% base Cash Back and 4% bonus Cash Back) on every \$1 of qualifying Net Purchases.
  - Examples of department stores are Macy's, JCPenney, Kohl's, Sears, Nordstrom, Boscov's, Bloomingdale's, Belk, Dillard's, etc. Purchases at grocery stores, supermarkets, supercenters and warehouse clubs are not considered department store purchases and will only earn 1% Base Cash Back.
  - We (Barclaycard and Upromise) do not determine and are not responsible for whether merchants correctly identify themselves and bill transactions as being made at locations in a particular category. If a particular merchant is not identified as a department store in the MasterCard system, your purchase at that merchant will only earn 1% Base Cash Back.

A total of five percent (5%) Cash Back (consisting of 1% Base Cash Back and 4% Bonus Cash Back) is earned on every \$1 of qualifying Net Purchases at participating Upromise Dining restaurants when you:

- Make a qualified purchase at a participating restaurant in the Upromise Dining Program administered by Rewards Network in accordance with the Upromise Dining Program Terms and Conditions and restaurant restrictions.
- Use your registered Upromise MasterCard to make such qualified Upromise Dining Program purchases ("Qualified Dine"). For more information on the Upromise Dining Program Cash Back requirements including individual restaurant restrictions or a list of participating restaurants, visit [upromise.com/dining](http://upromise.com/dining). Participating restaurants and Qualified Dine are determined solely by Rewards Network and are subject to change at any time without prior notice.

### **2% In-Store Department Stores and Movie Theater Cash Back**

A total of two percent (2%) Cash Back is earned on every \$1 of qualifying Net Purchases made in-store at department stores and movie theater merchants classified by MasterCard as department stores or movie theaters.

- We (Barclaycard and Upromise) do not determine and are not responsible for whether merchants correctly identify themselves and bill transactions as being made at locations in a particular category. If a particular movie theater or merchant is not identified in the Department Store or Motion Picture Theater category in the MasterCard system,

your purchase at that merchant will only earn 1% Cash Back.

- Examples of department stores are Macy's, JCPenney, Kohl's, Sears, Nordstrom, Boscov's, Bloomingdale's, Belk, Dillard's, etc. Purchases at grocery stores, supermarkets, supercenters and warehouse clubs are not considered department store purchases and will only earn 1% Cash Back.

### **1% Cash Back**

You will earn one percent (1%) Cash Back for all other Net Purchases made using your Upromise MasterCard.

### **Posting of Cash Back Earned**

The 4% Bonus Cash Back earned from Upromise Online Shopping and Upromise Dining purchases will be directly deposited into your Upromise membership account and will not be reflected on your Upromise MasterCard monthly billing statement. Please allow up to 12 weeks from date of purchase for Bonus Cash Back to be reflected in your Upromise membership account. Visit [upromise.com](http://upromise.com) to view the total Cash Back in your Upromise membership account. Please contact Upromise Customer Care at 1-800-877-6647 if you believe a purchase has not been credited to your Upromise membership account.

The 1% Base Cash Back and 2% Cash Back for In-Store Department Store and Movie Theater purchases will be reflected on your monthly Upromise MasterCard billing statement. Cash Back earned will automatically be transferred to your Upromise membership account within two billing cycles.

### **First Use Bonus Cash Back**

A fifty dollar (\$50) Cash Back bonus is earned if you use your new Upromise Credit Card to make your first purchase, cash advance transaction or transfer a balance within ninety (90) days of your Upromise Credit Card account being issued. If you make an eligible retail purchase transaction, you will also receive your 1% Card Cash Back. Your one-time \$50 Cash Back bonus will be reported as pending on your Upromise account by the thirtieth (30<sup>th</sup>) day of the calendar month following the credit card statement containing the initial transaction and should be posted to your Upromise account within ninety (90) days of the posted pending transaction, provided you are a Upromise member within ninety (90) days of your Upromise Credit Card account being issued. This is a limited time offer and may be cancelled at any time without notice.

### **Cash Back Restrictions**

- Treatment of Cash Back earned under the Program is administered by Upromise.
- Upromise may cancel, modify, restrict, or terminate the Program or any aspects or features of the Program at any time without prior notice.
- You may not earn or receive Cash Back with your Upromise MasterCard 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 Credit Card Account becomes delinquent.
  - Your Credit Card 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.

### **Cash Back Forfeiture**

- Earned Cash Back that has not posted to your Upromise membership account may be forfeited if any of the following occur:
  - Your Credit Card Account becomes seriously delinquent, as determined by Barclaycard at its sole discretion.
  - You or we close your Credit Card 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.
- Cash Back may also be forfeited in accordance with the terms of the Upromise Reward program.

**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 trademarks, registered trademarks and service marks belong to their respective owners. We are not responsible for typographical errors or omissions in this document. Cash Back 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.
- We reserve the right, at our sole discretion, to disqualify any cardmember from participating in the Program and to invalidate any or all Cash Back earned for abuse, fraud, or any violation of the Program Rules.
- You are responsible for any tax liability related to participating in the Program.

**Limitation and Release of Liability**

By participating in the Program, and accepting and using Cash Back earned via the Program, you or any other beneficiary of the Program release, discharge and hold harmless Barclaycard, Upromise, Inc. ("Upromise"), and their 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 Credit Card Account. Barclaycard has no liability in case of disagreement over issuance of or a cardmember's right to possess Cash Back.

**Customer Service**

If you have any questions about your rewards program (including your Cash Back earnings), please contact Upromise Customer care at 1-800-877-6647.