

Your Cardmember Agreement with Us

This document is our standard form credit card agreement in effect on the last business day of the previous calendar quarter that ended on 9/30/2017 and has been supplemented with pricing information included in the document(s) titled “Pricing Supplement” and other terms and/or features that may vary between the different types of credit card accounts that we offer as reflected in the “Addendum to the Cardmember Agreement”. These documents are provided to you for informational purposes only. These account terms may not be available after the above date. If you apply and are approved for a credit card account with us, your actual account terms will be based on the terms of the offer available at the time that you applied and your Cardmember Agreement will be the agreement sent to you when your account is first opened.

Introduction.

This Agreement establishes the terms of your credit card account (“Account”) with Barclays Bank Delaware, Wilmington, Delaware. Please read it carefully and keep it with your records. You do not need to sign this Agreement, but please sign the back of your credit card (the “Card”), if you have not already done so. All extensions of credit in connection with your Account are being made by Barclays Bank Delaware.

Using Your Account/Acceptance of These Terms.

You do not need to accept the Account and this Agreement and none of the fees on this Account (except as otherwise provided herein) will apply unless you use the Account. If your Account has an Annual Fee (see the Account Summary Table to determine if this Account has an Annual Fee) and provided that you have not otherwise used the Account to make a Purchase, Balance Transfer or Cash Advance or paid the Annual Fee, you may close the Account within thirty days after Account opening by contacting us at the number on the back of your Card, and if you do, you will not be responsible for paying the Annual Fee. By signing, keeping, using or otherwise accepting your Card or Account, you agree to the terms and conditions of this Agreement. You may obtain credit in the form of Purchases, Balance Transfers and Cash Advances by using your Card, your account number, Checks, or other credit devices. You agree that we may credit your Account rather than issue cash refunds when you reverse transactions that were originally charged to your Account. You agree that you will not use your Card or Account in connection with any transaction that is prohibited or unenforceable and that if you do engage in such a transaction you waive any claim that the charge is uncollectible on the grounds the transaction was prohibited or unenforceable. The Card must be returned to us upon request. We may replace your Card with another Card at anytime.

Definitions.

If we use a capitalized term in this document but we do not define the term in this document, the term has the meaning as used in your monthly statement.

“Agreement” means this document, the Pricing Supplement (the “Supplement”) and the Addendum to the Cardmember Agreement (the “Addendum”) document and any changes we make to these documents from time to time.

“Authorized User” means any person you allow to use your Account including without limitation through a Card, Check, the account number, or other credit device.

“Balance Transfer” means the use of your Account for a loan obtained by a transfer of funds initiated by us at your request and includes the use of a Balance Transfer Check. “Balance Transfer” includes the Transaction Fees associated with any Balance Transfer.

“Cash Advance” means the use of your Card or account number to obtain cash loans at any financial institution or automated teller machine that accepts the Card, the use of a Cash Advance Check or the purchase of Cash Equivalents. “Cash Advance” includes the Transaction Fees associated with any Cash Advance or any Cash Equivalent.

“Cash Equivalent” means the use of your Card or account number to obtain money orders, traveler's checks, foreign currency, lottery tickets, gambling chips, wire transfers, person to person money transfers (including but not limited to transfers facilitated over the internet), or the use of your Account to open a deposit account or to transfer value to a stored value card at a location or through a merchant other than a financial institution and any other transaction that Mastercard, Visa and/or American Express (as applicable to your Account) may designate as a Cash Equivalent. Cash Equivalents and the Transaction Fees associated with any Cash Equivalent are considered Cash Advances for interest calculation purposes.

“Check” or “Convenience Check” means an access check we provide to you to make a Cash Advance or a Balance Transfer as applicable on your Account. A Check can be either a Balance Transfer Check or a Cash Advance Check and will be designated as such by us.

“Daily Periodic Rate” or “DPR” means the applicable APR divided by 365.

“Foreign Transaction” means the use of your Card or Account (other than through a Cash Advance) for a transaction in a currency other than U.S. dollars. Foreign Transactions and the Transaction Fees associated with any Foreign Transaction are considered Purchases for interest calculation purposes.

“Monthly Periodic Rate” or “MPR” means the applicable APR divided by 12.

“Purchase” means the use of your Card or account number to buy or lease goods or services and to make a transaction that is not otherwise a Balance Transfer or a Cash Advance. Purchases include Foreign Transactions, Account Fees and any adjustments associated with any Purchase.

“You” and “your” refer to each person who has applied for, accepted, or used the Account and each person who has agreed to be responsible for the Account.

“We,” “us” and “our” refer to Barclays Bank Delaware.

Obligations on Your Account.

You authorize us to pay and charge your Account for all Purchases, Balance Transfers, Checks, and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You agree to pay us for all of these Purchases, Balance Transfers, Checks, and Cash Advances, plus any interest assessed on your Account and any other charges and fees which you may owe under the terms of this Agreement, whether resulting from 1) physical use of your Card or a Check, 2) mail order or telephone, computer or other electronic transaction made without presenting the Card, or 3) any other circumstances where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who has agreed to be responsible on the Account is responsible to pay the full amount owed on the Account. If this is a joint Account, we can send statements and notices to either of you. We may require that you pay the full amount owed without first asking any other person(s) to pay. Instructions for making payments are on your monthly billing statement. Payments that comply with the requirements specified on or with your monthly billing statement, including the time of receipt, will be credited as of the business day they are received. Payments must be mailed to the correct P.O. Box or to the street address specified for U.S. Priority Mail and overnight payments. **There may be a delay of up to five (5) days in crediting payments that are not made in accordance with those instructions. Please allow at least seven (7) days for the U.S. Postal Service to**

deliver your payment. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument or direct debit must be drawn on a U.S. bank or a U.S. branch of a foreign bank. We reserve the right to accept payments made in a foreign currency. If we do, we will select the foreign currency rate at our discretion. **To ensure the funds from the bank on which your payment is drawn are not returned, your available credit may not be immediately increased by the amount of the payment for up to seven (7) days after the payment posts to the account.** If you overpay or if there is a credit balance on your Account, we will not pay interest on such amounts.

Credit Line/Authorized Usage.

Your credit line is shown on the folder containing your Card. **We may change your credit line from time to time—either increase or decrease it—in our sole discretion.** If at any time (including in the first month after your Account is opened) you engage in account actions or activity that we perceive could have a negative impact on your credit standing with us, we may decrease your credit line or close your Account. Your latest credit line will appear on your monthly billing statement. **You agree not to make a Purchase, authorize a Balance Transfer, use a Check, or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases, Balance Transfers, Checks and/or Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time for any reason without affecting your obligation to pay amounts that you owe under this Agreement.** We will notify you of any change, but that change may take effect before you receive the notice. We may designate that only a portion of your credit line is available for Cash Advances. **If we do and you exceed your line, you will be considered to have exceeded your credit line for all purposes of this Agreement. We may limit the authorizations to make Purchase, Balance Transfer, Check, or Cash Advance transactions that may be accomplished with your Card or Account. If you are approved for an account that does not have a preset spending limit please see the Addendum to the Cardmember Agreement addendum for additional information about your credit line and the usage of your Account.**

Checks on Your Account.

We may issue Checks on your Account in the form of “Balance Transfer Checks” or “Cash Advance Checks,” which can be used to access your credit line. Each Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed in the same manner as a regular personal check. If we provide Checks to you, you may not use them to pay any amount you owe under this Agreement or under any other account you may have with us. Balance Transfer Checks and Cash Advance Checks are subject to the same rate and other terms under this Agreement as Balance Transfers and Cash Advances, respectively. Unless otherwise indicated, all references in this Agreement to Balance Transfers include Balance Transfer Checks, all references to Cash Advances include Cash Advance Checks, and all references to use of the Account include use of these Checks. At our sole discretion we may elect to not honor a Check if there has been a change in your credit worthiness, your account is not in good standing or if the Check may cause your account to exceed the Cash Advance or other applicable credit line on your Account. At our sole discretion we may elect to honor a Check after its expiration date. **Unlike purchase transactions, there are no charge back rights with regard to Balance Transfer and Check transactions.**

Monthly Billing Statements.

At the end of each monthly billing cycle a statement will be mailed or delivered to you if your Account has a debit or credit balance of more than \$1.00 or if interest or a fee has been imposed. We will not send a monthly billing statement if we deem your Account uncollectible or

if delinquency collection proceedings have been instituted by us sending your Account to an outside collection agency or attorney for collection.

Your Minimum Payment Each Month.

Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. We will calculate it as follows:

(1) If the Statement Balance is less than \$25-\$27, the Minimum Payment Due equals the Statement Balance shown on your monthly statement.

(2) If the Statement Balance is \$25-\$27 or more, the Minimum Payment Due equals the greater of \$25-\$27 or the total of:

- 1% of the Principal Balance (defined below),
- Any interest charges billed on the monthly statement (excluding any interest charges that accrued on a deferred interest balance that ended during the billing cycle covered by the statement),
- Any Minimum Interest Charge,
- Any Returned Payment Fee, and
- Any Late Payment Fee.

The "Principal Balance" equals the Statement Balance on your monthly statement minus any interest charges, Minimum Interest Charge, Returned Payment Fee, and Late Payment Fee that is incurred during the current billing cycle.

If we so elect, your Minimum Payment Due may also include any amount that, at the time of billing, is past due and/or over your credit line. In certain instances your Minimum Payment Due may be less than the total fees and interest assessed that billing cycle. At any time you may pay more than the Minimum Payment Due up to the full amount you owe us. However, you cannot "pay ahead". This means that if you pay more than the required Minimum Payment Due in any billing cycle or if you make more than one payment in a billing cycle, you will still need to pay the next month's required Minimum Payment Due by your next Payment Due Date.

Variable Rate Information

APR for Purchases: The variable rate equals the Prime Rate plus a margin from 4.75% to 23.74%, (this corresponds to a current DPR of 0.0247% to 0.0767%) (this corresponds to a current MPR of 0.7500% to 2.3325% for residents of Iowa at the time of account opening (if applicable)).

APR for Balance Transfers: The variable rate equals the Prime Rate plus a margin from 4.75% to 23.74%, (this corresponds to a current DPR of 0.0247% to 0.0767%) (this corresponds to a current MPR of 0.7500% to 2.3325% for residents of Iowa at the time of account opening (if applicable)).

APR for Cash Advances: The variable rate equals the Prime Rate plus a margin from 4.75% to 23.99%, (this corresponds to a current DPR of 0.0247% to 0.0774%) (this corresponds to a current MPR of 0.7500% to 2.3533% for residents of Iowa at the time of account opening (if applicable)).

Variable Rate Information.

The following applies to any APR on your Account that varies with the market based on the Prime Rate. The standard Annual Percentage Rates (APRs) on our Account that are used to determine the amount of interest to be charged for Purchases, Balance Transfers, and Cash Advances are variable rates. The APRs on your Account correspond to a daily periodic rate

("DPR") or a monthly periodic rate ("MPR") which is applicable only to residents of Iowa at the time of Account opening. The applicable DPRs/MPRs on your Account equal 1/365th (or 1/12th for residents of Iowa at the time of Account opening) of the sum of 1) the applicable Prime Rate, 2) plus the margin(s) listed above for each Purchase, Balance Transfer, or Cash Advance balance or the margin listed above if a Penalty APR applies. The "Prime Rate" used in determining the APRs in each billing cycle will be the highest rate published in the Money Rates column of *The Wall Street Journal* on the last business day of each month. An increase or decrease in the Prime Rate will cause a corresponding increase or decrease to your variable rates on the first day of the billing cycle that begins in the same month in which the applicable Prime Rate is published. There is no limitation on the amount of any increase. Any such increase or decrease will cause a corresponding increase or decrease in the amount of interest assessed and possibly in the amount of the Minimum Payment Due. If *The Wall Street Journal* does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may substitute another index. The Prime Rate was 4.25% as of the last business day of the quarter that ended 9/30/2017.

Transaction Fees.

If you use your Card or Account to obtain a Cash Advance, we will charge a Cash Advance Fee for each such Cash Advance. If you use your Card or Account to make a Balance Transfer, we will charge a Balance Transfer Fee for each such Balance Transfer. If you use your Card or Account to purchase Cash Equivalents, we will charge a Cash Advance Fee (sometimes we may refer to this as a Cash Equivalent Fee) for each such transaction. If you use your Card or Account for a Foreign Transaction, we will charge a Foreign Transaction Fee for each such transaction. Balance Transfer Checks and Cash Advance Checks are subject to the same Transaction Fee as Balance Transfers and Cash Advances, respectively. The present amounts of those charges are stated in the Account Summary Table.

Account Fees.

In addition to the fees listed in the Account Summary Table, we may also assess the Account Fees listed below.

Annual Fee - If your account has an Annual Fee, generally it will be billed at account opening and every twelve months thereafter. The amount of the Annual Fee, if there is one on your Account, is listed in the Account Summary Table.

Late Payment Fee - If we do not receive a payment from you in at least the amount of your Minimum Payment Due by the Payment Due Date shown on your monthly statement, we may charge you a Late Payment Fee. The amount of the Late Payment Fee will be determined in accordance with applicable law. Thus, the fee generally will not exceed the amount of the applicable Minimum Payment Due. In addition, the first time you pay late, the fee will not exceed \$27. If you again pay late within six billing cycles, the fee will not exceed \$37.

Late Payment Fee for Residents of Iowa at the Time of Account Opening - If we do not receive a payment from you in at least the amount of your Minimum Payment Due by the Payment Due Date shown on your monthly statement, we may charge you a Late Payment Fee. The amount of the Late Payment Fee will be determined in accordance with applicable law. Thus, the fee generally will be the amount of the applicable Minimum Payment Due or \$15, whichever is less.

Returned Payment Fee - If your bank does not honor a check or direct debit you deliver to us, or we must return a check because it is not signed or is otherwise irregular, we may charge you a Returned Payment Fee. The amount of the Returned Payment Fee will be determined in accordance with applicable law. Thus, the fee generally will not exceed the amount of the applicable Minimum Payment Due. In addition, the first time you make a payment that is

returned, the fee will not exceed \$27. If you again make a payment that is returned within six billing cycles, the fee will not exceed \$37.

Returned Payment Fee for Residents of Iowa at the Time of Account Opening - If your bank does not honor a check or direct debit you deliver to us, or we must return a check because it is not signed or is otherwise irregular, we may charge you a Returned Payment Fee. The amount of the Returned Payment Fee will be determined in accordance with applicable law. Thus, the fee generally will be the amount of the applicable Minimum Payment Due or \$15, whichever is less.

Returned Check Fee - If we return a Convenience Check (which includes a Balance Transfer Check or a Cash Advance Check) unpaid because it exceeds your available credit line at the time it is processed, your Account is closed or otherwise does not have charge privileges, you did not comply with our instructions regarding the Check or your Account is past due, we may charge you a Returned Check Fee. The amount of the Returned Check Fee will be determined in accordance with applicable law. Thus, the fee generally will not exceed the amount of the returned Convenience Check. In addition, the first time a Convenience Check is returned, the fee will not exceed \$27. If you again have a Convenience Check returned within six billing cycles, the fee will not exceed \$37.

Returned Check Fee for Residents of Iowa at the Time of Account Opening - If we return a Convenience Check (which includes a Balance Transfer Check or a Cash Advance Check) unpaid because it exceeds your available credit line at the time it is processed, your Account is closed or otherwise does not have charging privileges, you did not comply with our instructions regarding the check or your Account is past due, we may charge you a Returned Check Fee. The amount of the Returned Check Fee will be determined in accordance with applicable law. Thus, the fee generally will not exceed the amount of the returned Convenience Check or \$20, whichever is less.

Check Stop Payment Fee – If we stop payment on a Convenience Check at your request, we may charge you a Check Stop Payment Fee of up to \$39.95.

Check Stop Payment Fee for Residents of Iowa at the Time of Account Opening – If we stop payment on a Convenience Check at your request, we may charge you a Check Stop Payment Fee of \$29.

Foreign Currency Conversion.

For Mastercard Cards, we and Mastercard (or their affiliates) will convert transactions in foreign currencies into U.S. Dollars. Mastercard will use their currency conversion procedures that are current at the time of the transaction. Currently, Mastercard selects a rate from the range of rates available in the wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or the government mandated rate in effect for the applicable central processing date. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

For Visa Cards, we and Visa (or their affiliates) will convert transactions in foreign currencies into U.S. Dollars. Visa will use its currency conversion procedures that are current at the time of the transaction. Currently, Visa selects a rate from the range of rates available in the wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

For American Express Cards, we or American Express will convert transactions in foreign currencies into U.S. Dollars. Unless a particular exchange rate is mandated by applicable law, the rates to make conversion from transactions in foreign currencies to U.S. Dollars shall be based on the wholesale interbank rates selected by American Express on the business day prior to the day on which the transactions are processed by American Express, which rates may differ from the rates in effect on the transaction date. Charges converted by third parties will be charged at their rates.

Authorized Users.

You may allow Authorized Users to use your Account. If you allow an Authorized User to use your Account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. You must notify us to revoke your permission to allow an Authorized User to use your Account or Card. Until you revoke your permission, you are responsible for all charges made by an Authorized User, including Balance Transfer Check and Cash Advance Check transactions, regardless of whether you intended to be responsible for those charges. If you request additional Cards for Authorized Users, checks accessing this Account may also be included with the Card.

Administrative Charges.

If you request photocopies of monthly billing statements, you will be charged for each duplicate requested. For each statement that is less than 25 months old, you will be charged \$5. For each statement that is 25 or more months old, you will be charged \$10. If you request any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, in effect at that time.

Default/Collection Costs.

Unless otherwise prohibited by law, your Account will be in default and we may demand immediate payment of the entire amount you owe us if: 1) in any month we do not receive your Minimum Payment Due by the Payment Due Date; 2) you make Purchases, initiate Balance Transfers, use a Check, or obtain Cash Advances in excess of your credit line; 3) you fail to comply with this Agreement; 4) there is a filing for your bankruptcy; 5) you die or become incapacitated; or 6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court or arbitration costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

Termination/We May Suspend Or Close Your Account.

We may suspend or close your account or otherwise terminate your right to use your account without prior notice. We may do this at any time and for any reason, including but not limited to, if there is a change to your creditworthiness or if your Account becomes inactive. You must destroy all Cards, Checks or other credit devices on the Account when we request. You agree that you will not try to make a Purchase, use a Check, initiate a Balance Transfer or obtain a Cash Advance after you have been notified that your privilege to use your Account has been closed or revoked. You may close your Account at any time. If you do, you must destroy all Cards and Checks previously issued on the Account. If you call us, we may require that you confirm your termination in writing. Your obligations under this Agreement continue even after the Account is closed.

Notices to You.

Billing statements and notices will be sent to the address shown in our files. If this is a joint Account, we may send billing statements and notices to either of you. You promise to promptly inform us of any change in your e-mail address or your U.S. mail address. You may update this information by visiting the website on the back of your Card and sending us an e-mail or telephoning us at the telephone number provided below on your Card. We may in our discretion accept address corrections from the United States Postal Service.

Consent to Receive Electronic Notices.

You may receive periodic billing statements and other notices regarding your Account electronically or by U.S. mail. By requesting statements and other notices electronically, which may only be done on our website, and by providing any other legally required consents, you affirmatively consent to receive all periodic billing statements and other notices electronically when legally permissible. Otherwise, statements and notices will be sent to the address shown in our files. If at any time you need a paper copy of statements or notices, or you change your mind and prefer to receive all your statements and notices in paper rather than electronic form, telephone us at the number provided on the back of your card or visit us at the website on the back of your Card and send us an e-mail. In order to access your statements and notices electronically, you must have a computer equipped with at least a 40-bit JavaScript-enabled Netscape or Microsoft browser at the Version level 4.0 or higher. In order to retain your statements and notices, you must have a printer attached to your computer that can print them out or a drive or other storage device onto which you can download them. By accepting the receipt of electronic statements and other notices, you confirm that you have the software and equipment that satisfies these requirements to enable you to access and retain your statements and notices electronically.

Skip Payment Program and Other Special Terms.

From time to time, we may let you skip or reduce one or more monthly payments during a year (interest will continue to accrue) or offer you other special features. If we do, we will advise you of the scope and duration of the applicable skip or special feature. When the skip or special feature ends, your regular terms will resume.

Changes To this Agreement.

We can change this Agreement, including the annual percentage rate and any fees, as permitted by applicable law. These changes may include the addition or deletion of provisions relating to your Account or to the nature, extent, and enforcement of the rights and obligations you or we may have under this Agreement. We will notify you of any change. Any change, including any increase or decrease in your APRs, will become effective at the time stated in our notice and will apply to those balances, including new transactions, on your Account as described in our notice.

Credit Performance.

Your Account was established based upon criteria which reflect your particular credit history. We will from time to time review your credit performance. In addition to any other rights we have, if you do not maintain your past level of credit performance, we may change some or all of the Account terms on your Account, and if we do we will notify you as provided in this Agreement and in accordance with applicable law.

Credit Information.

You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants, other lenders and credit reporting agencies. From time to time we may request employment and income data from third parties for the ongoing administration of your Account.

Calls/Electronic Communications.

In the regular course of our business, we may monitor and record phone conversations made or received by our employees or our agents. Similarly, we may monitor and record e-mail or conversations on our website between you and our employees or agents. You agree that we will have such right with respect to all phone conversations, e-mail or conversations between you and our employees or agents, whether initiated by you or any of our employees or agents. We may contact you by telephone in connection with the Account, directly or through an agent – for example, to collect amounts owed on the Account, to notify you of potential fraudulent transactions on your account or for other account-servicing purposes. If at any time you provide a mobile telephone number at which you may be contacted, you consent to receive calls (including autodialed calls and prerecorded messages) at that mobile number from us, our successors and assigns, and our affiliates, agents and independent contractors, including servicers and collection agents, regarding the Account or your related financial obligations.

You consent and further agree that:

- (1) these telephone calls, from us or on our behalf, may be made:
 - (a) to the telephone number(s) that you provided on the Account application,
 - (b) to any other telephone number(s) that you later provide to us, and/or
 - (c) to any telephone number(s) that we are permitted by law to use to contact you;
- (2) these calls may be sent using automatic dialing equipment and/or include prerecorded messages;
- (3) other communications, including mobile text messages, may be sent to the same telephone number(s) (technology permitting);
- (4) you may be charged by your service provider for these calls in accordance with your service plan between you and your current telephone provider;
- (5) these calls and/or messages are not “unsolicited” calls for purposes of applicable law; and
- (6) except to the extent prohibited by applicable law, other communications, including, but not limited to, fax or telecopier, Internet, U.S. mail, and non-mobile email messages, may be sent to you.

Refusal to Honor Card.

We are not responsible for refusals to honor your Card or Checks. Except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

Irregular Payments and Delay in Enforcement.

We can accept late payments, partial payments, checks and money orders marked “Paid in Full” or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase, Check, Balance Transfer or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

Our Rights Continue.

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

Electronic Check Conversion.

If you make a payment on this Account utilizing a check, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your checking/deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day you make your payment, and you will not receive your check back from your financial institution. For inquiries, or to opt out of one-time electronic fund transfers, please call the number listed on the back of your Card.

Payments That Are Returned on Your Account.

If a payment you make is not honored by your bank and we have already credited your account for the payment, we will reverse the credit in the following manner. We separately total the amounts credited to Purchases, Cash Advances, and Balance Transfers. For each such amount we create a new transaction at the then current applicable rate for Purchases, Cash Advances, and Balance Transfers, respectively, and add that transaction to your account as of the date the original payment was first credited to your Account.

Payment Allocation.

Subject to any mandatory provisions of applicable law, in most instances, we will allocate any amount over your minimum payment to the highest APR balances first. Payments up to the minimum payment will be applied at our discretion, including to lower APR balances first.

Liability for Unauthorized Use of Your Account.

If your Card or any Check(s) are lost or stolen or if you have reason to think someone may use your Account without your permission, you must notify us at once. Please either visit the website on the back of your Card and send us an e-mail or telephone us at the number on the back of your Card concerning the loss or theft of your Card or Checks or the possible unauthorized use of your Account. Do not use the Card, Account number or any Checks after they have been reported lost or stolen, even if they are found or returned. You will not be liable for unauthorized use of the Account; however, you must identify for us the charges that were not made by you or someone authorized by you and through which you received no benefit. We may require you to provide us with certain information and to comply with our investigation procedures. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

Assignment.

We may at any time assign or sell your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment or sale shall be entitled to all of our rights under this Agreement, to the extent assigned.

Governing Law.

THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

Inquiries or Questions.

You may address any inquiries or questions which you have about your Account to Barclays Bank Delaware, by visiting the website on the back of your Card and sending us an e-mail, writing us at Barclays Bank Delaware, P.O. Box 8801, Wilmington, DE 19899-8801, or calling us at the number on the back of your Card. If you telephone or email us instead of writing, you may lose certain rights the law gives you to dispute billing errors.

If You Have a Complaint with Us.

We are committed to providing quality products and services to our customers. To do this, we seek opportunities to make lives simpler for our customers, provide avenues for our customers to report any form of dissatisfaction that they may have with us, and have established complaint principles. For additional information about our complaint policy, please refer to the Customer Service section on www.barclaycardus.com. If you are unhappy and would like to submit a complaint, you can do so by either writing us at Card Services, P.O. Box 8801, Wilmington, DE 19899-8801, or calling us at 1-888-232-0780 [TDD: 1-866-4-TDD-705 (or 1- 866-483-3705)]

ARBITRATION.

At the election of either you or us, any claim, dispute or controversy (“Claim”) by either you or us against the other, arising from or relating in any way to this Agreement or your Account, or their establishment, or any transaction or activity on your Account, including (without limitation) Claims based on contract, tort (including intentional torts), fraud, agency, negligence, statutory or regulatory provisions or any other source of law and (except as otherwise specifically provided in this Agreement) Claims regarding the applicability of this arbitration provision or the validity of the entire Agreement, shall be resolved exclusively by arbitration. For purposes of this provision, “you” includes yourself, any authorized user on the Account, and any of your agents, beneficiaries or assigns, or anyone acting on behalf of the foregoing, and “we” or “us” includes our employees, parents, subsidiaries, affiliates, beneficiaries, agents and assigns, and to the extent included in a proceeding in which Barclays is a party, its service providers and marketing partners. Any Claims sought to be made or remedies sought to be obtained as part of any class action, private attorney general or other representative action (hereafter all included in the term “class action”) shall be subject to arbitration, and arbitrated on an individual basis between you and us, not on a class or representative or other collective basis. The arbitrator shall not have any authority to entertain a claim, or to award any relief, on behalf of or against anyone other than a named party to the arbitration proceeding. If any Claim is advanced in a court, arbitration may be elected under this provision instead, and the right to elect arbitration shall not be deemed to have been waived if the election is made at any time before commencement of trial.

Alternatively, you and we may pursue a Claim within the jurisdiction of the Justice of the Peace Court in Delaware, or the equivalent court in your home jurisdiction, provided that the action remains in that court, is made on behalf of or against you only and is not made part of a class action, private attorney general action or other representative or collective action.

The arbitration shall be administered by the American Arbitration Association, www.adr.org, 950 Warren Avenue, East Providence, Rhode Island, 02914, 1-866-293-4053 (the “Administrator”). The Administrator provides information about arbitration, its arbitration rules and procedures, fee schedule and claims forms at its web site or by mail as set forth above. The Administrator will apply the rules and procedures in effect and applicable to the claim at the time the arbitration is filed. The Claim will be heard before a single arbitrator. The arbitration will not be consolidated with any other arbitration proceedings. The Administrator shall resolve each dispute in accordance with applicable law.

If you commence arbitration, you must provide us the notice required by the Administrator’s rules and procedures. The notice may be sent to us at Barclays Bank Delaware, P.O. Box 8801, Wilmington, DE 19899-8801. If we commence arbitration, we will provide you notice at your last known billing address. We agree to honor a request by you to remove the action to a Small Claims Court, provided that we receive the request within thirty days of the notice of commencement of arbitration. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. No class actions, joinder or consolidation of any Claim with a Claim of any other person or entity shall be allowable in arbitration, without the written consent of both you and us. In the event that there is a dispute about whether limiting arbitration of the parties’ dispute to non-class proceedings is enforceable under applicable law, then that question shall be resolved by litigation in a court rather than by the arbitrator; and to the extent it is determined that resolution of a Claim shall proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration.

A party can file with the Administrator a written appeal of a single arbitrator’s award within 30 days of award issuance, requesting a new arbitration in front of three neutral arbitrators

designated by the Administrator. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction. Judgment upon any arbitration award may be entered in any court having jurisdiction.

We will pay, or reimburse you for, all fees or costs to the extent required by law or the rules of the arbitration Administrator. Whether or not required by law or such rules, if you prevail at arbitration on any Claim against us, we will reimburse you for any fees paid to the Administrator in connection with the arbitration proceedings. Under no circumstances will we seek from you payment or reimbursement of any fees that we incur in connection with arbitration. In addition, in any arbitration that you elect to file that could be heard in Small Claims Court in your jurisdiction, we will pay the filing fees and other arbitration fees above the cost of filing in that Small Claims Court. If you are required to advance any fees or costs to the arbitration Administrator, but you ask us to do so in your stead, we will consider and respond to your request.

This arbitration agreement applies to all Claims now in existence or that may arise in the future, and it survives the termination of the Cardmember Agreement and the Account relationship, including your payment in full, and your filing of bankruptcy. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by either party to the other under this Agreement.

ARBITRATION WITH RESPECT TO A CLAIM IS BINDING AND NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION YOU AND WE WILL NOT HAVE THE RIGHTS THAT ARE PROVIDED IN COURT INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN PROCEEDINGS BROUGHT BY OTHERS SUCH AS CLASS ACTIONS OR SIMILAR PROCEEDINGS. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION. ALL OF THESE RIGHTS ARE WAIVED AND ALL CLAIMS MUST BE RESOLVED THROUGH ARBITRATION.