

- 4 • We have developed industry standard security to protect against the misuse of your information.

This Privacy Policy applies to personally identifiable information about a consumer or a consumer's current or former customer relationship with us. Our Privacy Policy will evolve to meet the changing world in which we operate and we will promptly advise you of any changes to it as required by applicable law. I invite you to read our Privacy Policy below. If you have any questions or if anything is unclear, please email us at [privacy@BarclaycardUS.com](mailto:privacy@BarclaycardUS.com) or contact a Customer Care Representative at 1-800-762-1000.

Larry Drexler  
Good Counsel  
Barclays Bank Delaware

#### Privacy Policy

Barclays believes that Privacy is a cornerstone of our customer relationship. In designing our business, we strive to find methods to guard your privacy while affording you opportunities to save time and money.

- We do not sell information about our customers, their Accounts, or transactions to others for their use. We do share information as described in this Privacy Policy.
- We do not share information about you except in the circumstances described below.
- When we do share information it is limited to the information necessary for the particular circumstance.
- We restrict access to the information we obtain about you only to appropriate employees and service providers for business purposes only.
- We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard against misuse of the information we obtain.

#### Collection of Information

Barclays collects customer information from a variety of sources including:

1. Application Information (the information you provide us on your application and other forms such as names, addresses, telephone numbers, email addresses, birthday, social security numbers, level of family income, employer's name, and employer's address);
2. Transaction Information (information about your transactions with us and with our affiliates and partners, and your use of our products);
3. Credit Reporting Agency Information (such as your creditworthiness and credit history);
4. Correspondence (the information you provide when communicating in writing, online, or by phone with our Customer Service Center, as well as our response and follow-up correspondence with third parties concerning, for example, resolution of disputed transactions);
5. Marketing partners and publicly available databases. (information we receive from our marketing partners, e.g., colleges, universities, charities, financial institutions, and other businesses and public databases.)

We use this information for a number of purposes including to evaluate your application, establish and maintain your Account(s), carry out your transactions, provide you with high-quality service, manage our business, prevent fraud, identify you when you contact us and, unless you instruct us otherwise, inform you of offers for our other products and services as well as products and services offered by third parties.

#### Cookies

"Cookies" are small computer files that are automatically placed on your computer's hard drive when you are connected to a website or remote server so that the website can recognize you upon your return to the website and tailor your experience based on your earlier use of the site and, in some cases, your earlier use of other sites. Our cookie does not collect information from your hard drive; rather, it allows us to recognize you and know how you navigated through our site. It is also part of our effort to detect and stop fraud. "Action tags" (also known as Web Beacons, Trackers, or Bugs) are invisible pixel .gif files placed on web pages that are used to track web navigation to those pages. We use a cookie for each computer that visits our site. The cookie is integral to the customer experience and is necessary to use our online services. It allows us to customize the website presentation based on your Accounts. While cookies, including ours, can be disabled, if you disable our cookie you will not be able to use our website. Cookies may also be used by our partners who have links on our website. These cookies allow those partners to recognize you and monitor your use of the site. The partners will not get personal information about you unless, and until, you provide your information to them when visiting the partner's site. For more information about partners' use of cookies see their privacy policies. Companies that place our banner ads on other websites ("ad servers") also use action tags to understand how a person navigates on our site after responding to one of our banner ads. Any information collected is never linked to an individual and is only used in aggregate with other information generated by visitors to our site. You have the right to elect not to participate in this anonymous tracking of information, which is used to select which ads to display when you visit certain websites. In order to determine your comfort level with these companies' information practices you should review their privacy policies. Go to the advertiser's website to learn more about that agency's privacy policy, its use of cookies and action tags, and the options available to you in relation to those cookies. At present, we do not allow third-party serving of advertising on our website. If we do allow such activities in the future, we will post a link from our online Privacy Policy to the privacy policy of the company or partner that is associated with each advertisement. We recommend that you review each company or partner's privacy policy including their use of cookies to understand their information handling practices and your options.

#### Sharing Information

We may disclose information about you to the following types of third parties: affiliates (including Barclays Financial Corp. and Barclays Services, LLC); service companies (companies that provide us services including processing transactions, providing statements, maintaining our website and providing customer service, including customer contact); non-financial companies (merchants who offer non-financial goods and services to our customers); partners (including universities, colleges, charities, travel companies, retailers, financial institutions and other businesses through which we market products); financial service providers (companies with which we partner to market financial products); and credit bureaus, collection agencies, law enforcement regulators and professionals such as lawyers and accountants. We may also disclose information about you to other nonaffiliated third parties as permitted by law. Outlined below is the information shared with each type of third party and as appropriate, your options.

##### i. Barclays Financial Corp. and Affiliates

We may share information with our affiliates for a number of purposes including to service your Account; regulatory and legal compliance; fraud and loss protection; to manage our respective businesses; and/or furnishing information so they can offer you their goods and services. You may request that information relating to your creditworthiness, such as application information and consumer report information, not be shared among the Barclays PLC family of companies. For more information on your options regarding information sharing with our affiliates, see "Your Privacy Options" below. You may also limit affiliates in the Barclays PLC family of companies from marketing their products or services to you based on certain information that we collect and share with them. This information includes your income, assets and account history. Your choice to limit marketing offers from our affiliates will apply until you tell us to change your choice. If you have already made a choice to limit marketing offers from other Barclays companies, you do not need to act again. For more information on your options regarding marketing offers from our affiliates, see "Your Privacy Options" below. If you have a joint account, your direction for us not to share information with our affiliates and for those affiliates not to use your personal information for marketing will be applied to all account holders on that account. Please understand that if you submit a request, you and any joint account holder(s) may not receive information about Barclays products and services that could help you manage your financial resources and achieve your investment objectives. If you hold more than one Account with Barclays, you may receive multiple privacy policies from us, and would need to follow the directions stated in each particular policy for each Account you have with us.

##### ii. Sharing Information with Service Companies

In order to provide quality service and statements, both online and offline, we contract with service providers for essential roles in processing transactions and producing statements and providing customer service including contacting customers. We may disclose some or all of the information we collect to these processors and service providers but only the information needed to provide the service. Each of our service providers has entered into a contract with us that forbids them from using and disclosing information provided by us for any purpose other than providing the service for our customers. We take security precautions to monitor the use of the information and prevent the use of the information for any other purpose.

##### iii. Sharing Information with Merchants

We do not share any personally identifiable information with nonaffiliated merchants for the purpose of extending offers of goods and services to you without your consent. From time to time we may convey offers to you on their behalf. The manner and use of information varies according to the method used to deliver the offer.

- a. Mail and email offers. We may provide offers of goods and services to you by mail and email without sharing your personally identifiable information with the merchants who provide these goods and services. We do this by having a service provider mail or email the offer to you under the same security precautions we use to send a monthly statement. The only information we provide the mail or email service provider is your name and address. Our contract with the service provider prohibits use and disclosure of your name and address for any other purposes, and we take security precautions to monitor compliance. The merchant gets no information about you unless, and until, you respond to the offer. For more information about how to control your receipt of these offers see "Your Privacy Options" below.
- b. Phone offers. We may provide offers of goods and services by telephone. In doing so, we do not disclose any of your personal information to merchants on whose behalf we extend the offers of goods and services. To the extent we engage a service provider to assist us in extending the offer, the only information we will provide the service provider is your name, address, phone number, and an internal reference number. We provide your name, address, and phone number to allow our service provider to contact you. The internal reference number cannot be used by a merchant to process a charge to your Account. The internal reference number is used by the service provider to advise us that you have agreed to a transaction. When you accept an offer, we use the internal reference number to match the transaction to your Account to allow the transaction to be processed without you giving your Account number over the phone. This process provides two advantages: first, it minimizes the possibility of misuse of your Account by limiting those with access to your Account number, and second, you know that the offer is being extended by us and will include a generous return and refund policy to allow you to shop in confidence. We also take security precautions to monitor and prevent misuse of the information provided to the service provider. For more information about how to control your receipt of these offers see "Your Privacy Options" below.

##### iv. Sharing Information with Partners

We offer our products in conjunction with universities, colleges, charities, travel companies, retailers, financial institutions and other businesses. When you joined through one of these endorsed relationships, you agreed to the sharing of information with that partner. These relationships are clearly stated in the Account application and by applying for these products you agreed to the information sharing by us and the partner, which may include: your name, address, phone number, and email address. To the extent a program includes a rewards program or other benefit based on Account usage, we will provide the partner with information necessary to manage the program, including, as an example, the number of transactions and dollar amount of purchases, payments, and credits. By applying for these products, you consented to sharing information necessary to support the particular program.

##### v. Joint Marketing

From time to time, we may enter into marketing agreements with other financial institutions to jointly offer a product. This information sharing will be subject to the same contractual restrictions and security precautions used for sharing information with service providers and vendors. For more information on your options regarding joint marketing, see "Your Privacy Options" below.

##### vi. Credit Reports and Other Uses of Information

In applying for an Account, you agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and after the opening of your Account, the administration of your Account. You also authorize us to share transaction and experience information concerning you or your use of the Account with (and answer questions and requests from) others, such as merchants, other lenders, and credit reporting agencies. We also share information with collection agencies, lawyers, accountants, auditors, bank regulators, and law enforcement as may be necessary in the administration of your Account or to respond to a legal inquiry or subpoena. We may also disclose information about you to nonaffiliated third parties as otherwise permitted by law.

#### Information about Children

We do not knowingly offer products and services to children under the age of 13. Similarly, we do not collect information about children, except to identify beneficiaries. Our application approval process is designed to identify applications submitted by children and to prevent their opening an Account and providing us with any personal information. We may offer Uniform Gifts to Minor Accounts which typically include the name of the minor but may only be opened by an adult.

#### Access to Account Information

You have the right to access your Account details and transaction information. If you are enrolled in online account access, up to sixteen months of statements will be available on the customer service website. If you have a question on your Account, or if your account information is incomplete, inaccurate, or not current, please contact us as soon as possible. Please see our contact information under Your Privacy Options.

#### Your Privacy Options—Offers of Goods and Services

We provide a number of information-sharing options. You may opt-out of: (1) information sharing with our affiliates and/or (2) marketing by our affiliates based on shared information, by visiting us online at the web address listed on the back of your card or by calling our Customer Service Center at 1-800-762-1000. Any such affiliate sharing opt-out does not apply to information that relates solely to our transactions or experiences with you or your account, but the affiliate marketing opt out may apply to the use of such information. If you have previously notified us about your privacy preferences, it is not necessary to do so again unless you decide to change your preferences. Your preferences will remain in effect with respect to this Privacy Policy (as it may be amended) until you notify us otherwise in writing. If you have multiple Accounts, you will need to express your preference for each account separately. If you have a joint account, a request of any customer on the joint account to not share information or not use information for marketing will be applied to all account holders on that account. If you access your Account online, select the ALERTS/PROFILE page where you can choose not to accept offers for (a) special opportunities from our selected partners and/or (b) special features and benefits related to your credit card account. You can also elect the method by which you will receive the offers: mail, email or telephone. You may also exercise or change your choices by calling our Customer Service Center at 1-800-762-1000. If you do not contact us to make an election or enter your preferences online, we will send you offers for products and services from us, our affiliates, and financial marketing partners, as well as offers of third-party goods and services by mail, email and telephone. (We will, of course, contact you regarding your Account and related items regardless of your election.) If you would like to review or change your election you may do so, at any time, by writing to Barclays Bank Delaware, P.O. Box 8801, Wilmington, DE 19899-8801.

#### Links to Other Websites

We may provide links to third party websites. If you choose to link to a website not controlled by us, this Privacy Policy is no longer in effect. We are not responsible for the privacy practices employed by third party websites linked to or from our site, nor for the information or content contained therein. We encourage you to review the privacy policy of any website before sharing your information.

#### State Laws

The following sections supplement our Privacy Policy with respect to our individual clients who have Vermont and California addresses and supersede anything to the contrary in the above Privacy Policy with respect to those clients only.

#### Special Notice to Residents of Vermont

In accordance with Vermont law, Barclays will not share information we collect about Vermont residents with companies outside of Barclays except as permitted by law, such as with the consent of the customer, to service the customer's accounts or to other financial institutions with which we have joint marketing agreements. We will not share creditworthiness information about Vermont residents among Barclay's affiliates except with the authorization or consent of the Vermont resident.

#### Special Notice to Residents of California

In accordance with California law, we will not share information we collect about California residents with nonaffiliated third parties except as permitted by law, such as with the consent of the customer, to service the customer's accounts, or to fulfill on rewards or benefits. We will also limit the sharing of information about you with our affiliates to the extent required by applicable California law.

#### Questions

We are committed to customer service and privacy. If you have any questions, comments, or concerns regarding our Privacy Policy and its implementation, please do not hesitate to email us at [privacy@BarclaycardUS.com](mailto:privacy@BarclaycardUS.com), or call us at 1-800-762-1000.

#### Contact Information

Credit Products:

- Visit us online at the web address listed on the back of your card
- Call our Customer Service Center toll free at 1-800-762-1000
- Write to Barclays Bank Delaware, P.O. Box 8801, Wilmington, DE 19899-8801

## Important Information About Your UBS Select Visa Signature Credit Card Account


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Account Summary Table  
Your Cardmember Agreement With Us  
Your Billing Rights  
Our Privacy Policy

**Retain for your records**

Member  
**FDIC**

F03-0044-1-0211 CP10-76462



Print Date:  
10/20/10

### ACCOUNT SUMMARY TABLE

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>13.24%</b> 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 six billing cycles after account opening.  After that, your APR will be <b>13.24%</b> . This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>31.24%</b>  This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	Up to <b>30.24%</b> , based on your creditworthiness.  This APR may be applied to your account if you: 1) Make a late payment; 2) Go over your credit limit; 3) Make a payment that is returned; or 4) Do any of the above on another account you have with us.  This APR will vary with the market based on the Prime Rate.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for any of these reasons, the Penalty APR will no longer apply to existing balances if you make the next 6 consecutive payments when due. The Penalty APR will apply to other balances indefinitely.
<b>Paying Interest</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. We will begin charging interest on balance transfers and cash advances on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.00.
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .

Fees	
<b>Annual Fee</b>	<b>\$0</b>
<b>Transaction Fees:</b>	
• Balance Transfer	Either <b>\$10</b> or <b>4%</b> of the amount of each transfer, whichever is greater. (During the first six billing cycles, either <b>\$5</b> or <b>3%</b> the maximum fee per transfer: <b>\$50</b> , after that no maximum.)
• Cash Advance	<b>\$0</b>
• The purchase of a money order, travelers' check, foreign currency, lottery ticket, gambling chip, or wire transfer is a cash advance	Either <b>\$10</b> or <b>3%</b> of the amount of each transaction, whichever is greater.
• Foreign Transaction	<b>3%</b> of each transaction in U.S. dollars.
<b>Penalty Fees:</b>	
• Late Payment	Up to <b>\$35</b> .
• Returned Payment	Up to <b>\$35</b> .

**How We Will Calculate Your Balance:** We use a method called "daily balance (including new purchases)". See your Cardmember Agreement for more details.

**Loss of Introductory APR:** We may end your Introductory APR and apply the Penalty APR if you make a late payment.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided below in your Cardmember Agreement.

#### CARDMEMBER AGREEMENT

##### 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 and the Account Summary Table, 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 or wire transfers. 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 with a business or entity located outside of the United States or 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 one 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 on the business day they are received. Payments must be mailed to the correct P.O. Box or 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. **Your available credit may not be immediately increased by the amount of the payment for up to seven (7) days to ensure we collect the funds from the bank on which your payment is drawn.** If you overpay or if there is a credit balance on your Account, we will not pay interest on such amounts.

##### Automatic Repayment of Cash Advances through CashConnect.

The CashConnect feature on your UBS Visa Signature credit card account will automatically repay Cash Advances obtained from ATMs and financial institutions ("CashConnect Cash Advances") with available funds from your UBS Resource Management Account® (RMA®) or your UBS Business Services Account (BSA®) (either referred to as "UBS Account"). You will incur no interest charges on CashConnect Cash Advances, as long as there are sufficient available funds in your UBS Account to repay your CashConnect Cash Advance transaction in full when we first seek payment from your UBS Account. If sufficient available funds are not available in your UBS Account to pay off your CashConnect Cash Advances balance in full, then the Variable APR on Cash Advances (as listed in the Account Summary Table) will apply as of the original transaction date on any remaining balance.

- 2 You will be charged the variable APR on Cash Advances on your remaining CashConnect Cash Advance balance until it is repaid in full. Applicable ATM surcharge fees may apply. No other account balances are paid through the CashConnect feature. If you choose not to participate in the CashConnect feature, please contact UBS at 1-877-871-4305.

#### Variable Rate Information.

The standard Annual Percentage Rates (APRs) on your Account that are used to determine the amount of interest to be charged for Purchases, Balance Transfers (after the Introductory Period), Cash Advances, and the Penalty APR are variable rates. The APRs on your Account correspond to Daily Periodic Rates ("DPR") and are calculated by multiplying the applicable DPR by 365. The DPRs on your Account equal 1/365th of the sum of 1) the applicable Prime Rate, 2) plus 9.99% for Purchases, plus 9.99% for Balance Transfers, plus 27.99% for Cash Advances; and plus up to 26.99% for the Penalty APR. 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 current rates on your Account.

As of 09/15/2010 the Prime Rate was 3.25%. The DPR for your Introductory Rate during the introductory period would have been 0.00% (which corresponds to an introductory APR of 0%). The DPR for Purchases would have been 0.0363% (which corresponds to an APR of 13.24%). The DPR for Balance Transfers would have been 0.0363% (which corresponds to an APR of 13.24%). The DPR for Cash Advances would have been 0.0856% (which corresponds to an APR of 31.24%). The Penalty APR established by the variable rate formula above would have been a DPR of up to 0.0828% (which corresponds to an APR of up to 30.24%).

#### How the Penalty APR may apply to Your Account.

The APRs on your Account may be increased each time you, on this Account or any other account you may have with us, fail to make a payment to us when due, you fail to pay at least the Minimum Payment Due, you exceed your credit line, or you make a payment that is not honored by your bank. If we increase the APRs on your Account, we will notify you in advance of the increase. The Penalty APR that will be applied to your Account will be determined based on our review of your credit history at the time of our review (including your credit performance with other creditors). Our notice to you will include the effective date of the APR increase and the balances to which the Penalty APR will be applied. If the Penalty APR is applied to your account, it may continue to apply to new transactions indefinitely. However, the Penalty APR will cease to apply to certain existing transactions if, after the Penalty APR goes into effect, you make the next six consecutive minimum payments in a row when due. If you do not make these six consecutive minimum payments, the Penalty APR may continue to apply to new and existing transactions indefinitely.

#### 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.**

#### Credit Line/Authorized Usage.

Your credit line is shown on the folder containing your Card. **We may change your revolving 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 revolving credit line or close your Account. Your latest revolving credit line will appear on your monthly billing statement. **You agree that we may change or cancel your revolving credit line or cash advance limit 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 the change may take effect before you receive the notice.

Your revolving credit line is available to buy or lease goods or services where the Card is honored. You agree not to 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.** We may designate that only a portion of your revolving 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. Because your Account has no pre-set spending limit, we may permit you from time to time at our discretion to make certain charges that cause your outstanding balance to exceed your revolving credit line. These charges will be evaluated based on account performance, other credit accounts with us, and your experience with other creditors. If we authorize these charges, you must pay, with your Minimum Payment Due, the amount by which your balance exceeds your revolving credit line, including amounts due to Purchases, Cash Advances, Interest charges, Account Fees, or other charges.

#### 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. If the Statement Balance shown on your monthly statement is less than \$15, your Minimum Payment Due (due by the Payment Due Date) will be that Statement Balance amount. Otherwise, if your Statement Balance is equal to or greater than \$15, your Minimum Payment Due will be the greater of \$15 or the total of (1) 1% of the Principal Balance (defined as the total Statement Balance minus any interest charges, Returned Payment Fees, and Late Payment Fees that are incurred during the current billing cycle), plus (2) interest charges incurred during the current billing cycle (for this purpose, interest charges incurred do not include interest charges that accrued during prior billing cycles on a deferred interest balance (if there are any on your Account) that ended during the billing cycle covered by the statement), plus (3) any Returned Payment Fees and any Late Payment Fees incurred during the current billing cycle, plus (4) if we so elect, any amount past due and/or amount over your credit line at the time of billing. In certain instances your Minimum Payment Due may be less than your total fees and interest assessed in 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.

#### How We Will Calculate Your Balance Subject to Interest Rate.

We use a method called "daily balance (including new purchases)." To determine the amount of the interest to be charged on your Account we first calculate the "Balance Subject to Interest Rate" separately for Purchases, for Balance Transfers, and for Cash Advances. We apply the applicable DPR to each of the applicable daily balances for i) Purchases, ii) Balance Transfers and iii) Cash Advances. The daily balances for Purchases, for Balance Transfers, and for Cash Advances are each calculated separately and determined as follows: We take the beginning balances for each transaction type on your Account each day, including any interest calculated on the previous day's balance, add to the respective balances any new transaction, subtract any payments or credits and make any other applicable adjustment(s). This Agreement provides for compounding of interest. A credit balance is treated as a balance of zero. If you multiply the "Balance Subject to Interest Rate" for each balance category as shown on your monthly billing statement by the number of days in the billing period and then, multiply each sum by the applicable DPRs, the results will be the interest assessed, except for minor variations caused by rounding. We may from time to time offer you "introductory," "special" or "promotional" APR offers. If any are in effect on your Account, we will separately identify the balances to which such offers apply on your monthly billing statement. These separate balances and the related interest will be calculated in the same manner as described above.

#### Accrual of Interest and How to Avoid Paying Interest on Purchases.

On Purchases, interest begins to accrue as of the transaction date. However, you may avoid paying interest on Purchases in any given billing cycle if you pay your Statement Balance in full by the Payment Due Date each month. For Balance Transfers, interest will accrue from the day we send the Balance Transfer to the payee. For Checks, interest will accrue on the day the payee accepts the Check. For Cash Advances, interest will accrue from the day you take the Cash Advance. If you are charged interest in a billing cycle, we will charge a Minimum Interest Charge (or "Minimum Charge") on your Account if the total interest charge in that billing cycle is less than the amount of the Minimum Interest Charge that is disclosed in the Account Summary Table.

#### 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 do 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. When you use an ATM, you may be charged a fee by the ATM operator and / or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a transaction). UBS Financial Services will reimburse your ATM fees, up to \$3.00 per transaction for an unlimited number of transactions per year.

#### 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 amount 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 \$25. If you pay late again within six billing cycles, the fee will not exceed \$35.

**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 amount 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 \$25. If you make another payment that is returned within six billing cycles, the fee will not exceed \$35.

**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 Check. In addition, the first time a Check is returned, the fee will not exceed \$25. If another Check is returned within six billing cycles, the fee will not exceed \$35.

**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 \$39.95.

#### Foreign Currency Conversion.

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.

#### 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 \$5 for each duplicate requested for each statement requested that is less than 25 months old. If the requested statement is 25 months or older you will be charged \$10 for each requested statement. 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. 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. If your RMA, BSA, Card(s) or enrollment in the Program is canceled, you will have only 90 days following the effective date of account and/or cards services termination to redeem outstanding Points for gift cards or merchandise. After 90 days, your outstanding points will be forfeited. Barclays reserves the right to close your Account without notice in the event your RMA or BSA is closed for any reason. In the event we close your UBS Visa Signature credit card account, you will have only 90 days to redeem your outstanding Points for gift cards or merchandise.

#### 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 inform us promptly in writing of any change in your e-mail address or your U.S. mail address. You may update this information by visiting [www.ubs.com](http://www.ubs.com) and sending us an e-mail or telephoning us at the telephone number provided below (under "Inquiries or Questions"). We may in our discretion accept address corrections from the United States Postal Service.

#### 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

- 3 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.

#### Phone Calls/Electronic Communications.

In the regular course of our business, for quality control and archival purposes, 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. You also agree that in connection with our collection (whether by us or by any agent of ours) of any amounts owed on the Account that: 1) 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, but we pay any charges for text messages sent to you; 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.

#### 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 below or visit us at [www.BarclaycardUS.com](http://www.BarclaycardUS.com) and send us an e-mail. In order to accept our 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.

#### Refusal to Honor Card.

We are not responsible for refusals to honor your Card or Checks. And, 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.

#### Regular 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.

#### Payments Made on Your Account.

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.

#### 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 telephone us at 1-888-232-0780 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 writing us at Barclays Bank Delaware, P.O. Box 8801, Wilmington, DE 19899-8801, or calling us at 1-800-762-1000. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors (see "Your Billing Rights").

#### Arbitration.

At the election of either you or us, any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, or any transaction 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 specifically provided in this Agreement) Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration under the rules and procedures of the arbitration Administrator selected at the time the Claim is filed. The Administrator selection process is set forth below. For purposes of this provision, "you" includes any authorized user on the Account, and any of your agents, beneficiaries or assigns; 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. Claims made and remedies sought as part of a class action, private attorney general or other representative action (hereafter all included in the term "class action") are subject to arbitration on an individual basis, **not** on a class or representative basis.

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 (each a "Small Claims Court"), **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. Further, you and we agree not to seek to enforce this arbitration provision, or otherwise commence arbitration based on the same claims in any action brought before the Small Claims Court.

The party initiating arbitration shall utilize the American Arbitration Association, [www.adr.org](http://www.adr.org), 950 Warren Avenue, East Providence, Rhode Island, 02914, 1-866-293-4053 to administer the arbitration (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 at the time the arbitration is filed. The Claim will be heard before a single arbitrator, whose authority is limited exclusively to the resolution of Claims between you and us and to providing an award effective only on behalf of you and/or us. 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 your request 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. Judgment upon any arbitration award may be entered in any court having jurisdiction. **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.

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. 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 except for Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned, in which case this arbitration agreement will apply only if you or the third party chose arbitration. This arbitration agreement survives the termination of the Cardmember Agreement or 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 pre-judgment 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.

#### YOUR BILLING RIGHTS

##### Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

##### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Card Services  
P.O. Box 8802  
Wilmington, DE 19899-8802.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors **in writing**. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

##### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

##### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us **in writing** at:

Card Services  
P.O. Box 8802  
Wilmington, DE 19899-8802.

While we investigate, the same rules apply to the disputed amount as discussed above