

**Interest Rates and Interest Charges**

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>25.49%.</b> This APR will vary with the market based on the Prime Rate.
<b>How To Avoid Paying Interest On Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month.

**Fees**

<b>Annual Fee</b>	<b>None.</b>
<b>Penalty Fees</b> • Late Payment	<b>\$39.</b>

**How Do You Calculate My Balance?** We use a method called “average daily balance (including new transactions).” See the “How Do You Calculate The Interest Charge?” section.

**Can You Change Terms Of My Account?** We can change the terms of your Account as permitted by law, including your APR. When required, we will send you notice before doing so.

**How Do You Calculate My Variable Rates?** Your variable rates may change when the Prime Rate changes. We will calculate variable rates by adding a percentage to the Prime Rate published in *The Wall Street Journal* that is in effect on the 25th day of each month. If the *Journal* is not published that day, then we will use the immediately preceding edition. Any change in the Prime Rate will take effect on the first day of your Billing Cycle which begins in the next month: Purchase APR: Prime plus 16.99%. Any increase in the Prime Rate may increase your Interest Charges and your minimum payment.

**What Are The Daily Periodic Rates Used To Calculate My Interest?** The daily periodic rate for Purchase APR is 0.06984%. See the “How Do You Calculate The Interest Charge?” section.

**How Do You Calculate My Minimum Payment?** Your minimum payment will be the greater of: (1) 1/12th of your balance including Fees and Interest Charges, or (2) \$25. When your balance is less than \$25, the minimum payment will be your balance. We will round your minimum payment to the next highest dollar. We will also add any past due amount to your minimum payment.

**THINGS YOU SHOULD KNOW ABOUT THIS CARD**

**How Can I Avoid Paying Interest Charges?** We will not charge you interest on new purchases if you pay the full balance displayed on your Statement by the due date each month. More information about Interest Charges can be found in the attached Customer Agreement, in the section titled “Interest Charges and Fees.”

**How Is The Interest Charge Determined?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first day of the billing period. Interest accrues daily on every unpaid amount until it is paid in full. Any interest that has accrued during a billing period will post to your account at the end of the billing period and will appear on your next statement. However, we reserve the right to not assess interest charges.

**How Do You Calculate The Interest Charge?** We use a method called Average Daily Balance (including new transactions). Under this method, we first calculate your daily balances for each day in the Billing Cycle; we 1) take the beginning balance and add in new transactions, then we 2) subtract any payments and credits as of that day. The result is the daily balance for each day in your Billing Cycle. However, if you paid your previous month’s balance in full (or if your balance was zero or a credit amount), new transactions which post to your Account are not added to the daily balances. Also, transactions subject to a grace period are not added to the daily balances.

Next, to find your Average Daily Balance: 1) add the daily balances together, and 2) divide the sum by the number of days in the Billing Cycle.

At the end of each Billing Cycle, we determine your Interest Charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365), and 2) multiply the result by the number of days in the Billing Cycle.

NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**Are Unauthorized Use Claims Subject To Investigation And Verification?** Yes.

**REBATE PROGRAM:** You will earn a 2% rebate on Menards Contractor Card purchases at Menards stores and Menards.com, excluding purchases on promotional credit plans. You will earn a 1% rebate on Menards Contractor Card purchases at other participating retailers that accept the Menards Contractor Card. You could earn additional exclusive manufacturer rebates up to 10% on select products on Menards Contractor Card purchases.

Menards Contractor Card Account rebates are calculated on Menards net purchases (which are purchases minus returns or exchanges). Rebates are not calculated on Fees or Finance Charges. Rebates previously earned may be deducted if merchandise is returned for credit which may result in a negative balance in the following rebate period. There is no limit on the annual amount of rebates during the rebate period. Rebates are paid in the form of Menards merchandise certificate(s) issued during the following quarter within which the purchases were made to reach the \$25 minimum rebate amount. To receive your Menards Quarterly Reward merchandise certificate(s) your Account must be open and in good standing as of the quarter end within which the purchases were made, except where prohibited by law. All potential rebates will be forfeited if you terminate your Account, except where prohibited by law. If you are in default on your account at the time of rebate issuance, your earned rebates will be carried over to the following rebate issuance period until your account is in good standing, except where prohibited by law.

Rebates that are less than \$25 will continue to accumulate until they reach the \$25 threshold and will be paid the following quarter. The Menards Contractor Card Account Rebate Program (the "Program") is provided by Capital One, N.A. and Menards, Inc. which are solely responsible for the Program operation and rebate fulfillment. Capital One, N.A. and Menards reserve the right to add, modify, change and/or delete any Program feature or benefit (including changing the timing of the rebate redemption, terminating the Program and/or eliminating the right to rebates) at any time. Rebates may only be redeemed for merchandise at any Menards store, and are not transferable. Terms and conditions of this Program may be modified, services and benefits may be added or deleted, or this Program may be terminated in its entirety.

### **Buy 'N Fly Rules & Regulations**

1. ELIGIBILITY IS EXTENDED to Menards® Contractor Cardholders in good standing.
2. CARDHOLDER WILL RECEIVE one "credit" for each \$1.00 in Net Purchases on his/her Menards® Contractor Card. "Net Purchases" are defined as purchases of merchandise made at Menards® by the Cardholder or any authorized user of such accounts, minus any returns or refunds. Credits are not received for finance charges or fees of any kind, such as late payment fees, annual fees, over limit fees, and unauthorized charges. Changes made to the above list are at the sole discretion of Menards®. Upon accumulation of 30,000 credits, the Cardholder will be eligible to receive one Buy 'N Fly Rewards Voucher valued at \$300.
3. CREDITS RECEIVED OR PURCHASE ACTIVITY ON MULTIPLE ACCOUNTS cannot be combined to receive an award.
4. ACCRUAL OF CREDITS begins on January 1 and ends on December 31. No retroactive Credits will be received. Credit balances for the current year will generally be updated on a daily basis. Once enough Credits have been earned to qualify for a Buy 'N Fly Rewards Voucher, these Credits must be used by December 31 of the following year. There is no limit to the number of Credits which may be earned in a year.
5. Once the Buy 'N Fly Rewards Voucher is fully redeemed for travel, any additional charges not covered by the Buy 'N Fly Rewards Voucher will be the sole responsibility of the Cardholder.
6. Credits can be redeemed for awards only if the Cardholder maintains his/her Menards® Contractor Card in good standing.
7. BUY 'N FLY PROGRAM CREDITS ARE NOT TRANSFERABLE, have no cash value and cannot under any circumstances be redeemed for cash or used as payment on obligations to Menards or its credit card provider.
8. THE TOLL-FREE TELEPHONE NUMBER for redemptions is 1-888-816-0050. Hours of operation are 7:30 a.m. to 7 p.m. (CT) Monday through Friday and 9 a.m. to 2 p.m. (CT) Saturday.
9. Vouchers will be delivered within approximately 14 days after redemption. If you do not receive your redemption within the above-specified timeframes, or if it is damaged/defective upon delivery, please call 1-888-816-0050.
10. If your Buy 'N Fly Rewards Voucher is Lost or Stolen, please call 1-888-816-0050 for assistance. Replacement vouchers typically arrive within seven to 10 business days via First Class mail.
11. CARDHOLDERS ARE RESPONSIBLE for any personal tax liability related to participating in this program.
12. BUY 'N FLY PROGRAM IS VOID where prohibited by federal, state or local laws.
13. IN THE EVENT OF FRAUD, ABUSE OF PRIVILEGES or violation of the program rules, Menards reserves the right to deny benefits and cancel participation in this program. Access to Buy 'N Fly Rewards Vouchers may be suspended in the event of suspected fraud.
14. MENARD, INC., ITS CREDIT CARD PROVIDER, OR ITS AFFILIATES AND SUBSIDIARIES shall not be liable for any bodily harm and/or property damage, which may result from participating in this program or for the performance by travel providers. Travel bookings are subject to the applicable rules, restrictions, and regulations of the travel provider, including but not limited to cancellation policies and fees.
15. Neither Menard, Inc, its credit card provider, or its affiliates and subsidiaries guarantee the availability of any flight on any airline or seats on any such flight, or endorse, guarantee, or warrant the goods and services offered by any travel provider.
16. Menards® reserves the right to modify, change, extend or terminate any Program feature, or benefit prospectively or retroactively, including changing the amount of Net Purchases required to qualify for the award or to extend, cancel or temporarily suspend this Program at any time. Credits have no cash value other than to qualify for the award. Notice will be provided to you if required by applicable law.
17. Please visit [www.menards.com/buynflyrules](http://www.menards.com/buynflyrules) to view the current Buy 'N Fly Rules & regulations. This version supersedes all others in print.

### **IMPORTANT INFORMATION ABOUT CREDIT REPORTING**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

### **PRIVACY**

You agree that Capital One, N.A. may collect information about you and your use of the card and account, and pertinent information about any reimbursement, your employment status and location and any other related tracking information. You further acknowledge and agree that any such information may be exchanged between us and the Business. Information will be collected, used and disclosed for the following purposes: (i) to operate and collect on the account; (ii) to meet legal and regulatory requirements; and (iii) for internal audit (including security), statistical and record keeping purposes. We may use the services of any financial institution or other reliable third party of our choice as our agent or service provider in connection with the provision of data processing or other services. In particular, we may use other Capital One Group companies and/or third parties in Canada and in other countries to process information. You understand that you may access your Personal Information in our possession or make corrections to it, by writing to us at the following address: Capital One Business Solutions, P.O. Box 30260, Salt Lake City, UT 84130-0260.

You agree that we or our servicers or assigns can collect and use data concerning the Business, Authorized Purchasers, this application and transactions involving your account and can sell or transfer such data to our affiliates, servicers or assigns, except as provided by law. You may direct us not to share with our affiliates or subsidiaries certain information (other than transactions or experience information) about you by writing to us at Capital One, P.O. Box 30260, Salt Lake City, UT 84130-9834

### **STATE-SPECIFIC INFORMATION**

**NOTICE FOR OHIO RESIDENTS:** Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

**NOTICE FOR NEW YORK AND VERMONT RESIDENTS:** Capital One may obtain at any time your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-877-226-5697 or <http://www.dfs.ny.gov>.

**NOTICE FOR WISCONSIN RESIDENTS:** No provision of any marital agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision. If you are married, by submitting your credit card application you are confirming that this credit card obligation is being incurred in the interest of your marriage and your family. If the credit card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

**NOTICE FOR DELAWARE RESIDENTS:** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

## Capital One Customer Agreement

### Welcome to Capital One

Thank you for opening a credit card account with us. This Customer Agreement including any changes to it ("Agreement") contains the terms of your agreement with Capital One.

### Definitions

The meanings of the terms you see in italics appear in the **Glossary** section at the end of this Agreement.

As used here, "you" and "your" mean the *Business* and the *Business Signer*; the *Guarantor* or any person responsible for paying the *Account*; and any person responsible for complying with this Agreement. "We," "us," "our," and "Capital One" mean Capital One, National Association; and its agents, authorized representatives, successors, and assignees.

### Account Documents

The following documents govern your *Account* with us:

- (1) this Agreement;
- (2) all *Statements*;
- (3) any rewards program terms, conditions, and disclosures;
- (4) all disclosures and materials provided to you before or when you opened your *Account*;
- (5) any other documents and disclosures relating to your *Account*, including those provided online; and
- (6) any future changes we make to any of the above.

Please read these carefully and keep them for future reference.

### New Offers

In the future, we may provide you with new offers that we think may interest you. The terms of these offers may differ from the standard terms on your *Account*. This Agreement will still apply.

### Account Information

We need information about you to manage your *Account*.

This includes:

- (1) legal name of the *Business* and name of the *Business Signer* and *Guarantor*;
- (2) *Business* structure (for example, sole proprietorship, partnership, corporation, limited liability company or other legal form of doing business);
- (3) *Business* street address and mailing address (if different);
- (4) a valid U.S. residential address and mailing address (if different) for the *Guarantor*;
- (5) tax identification number for the *Business* (not required for sole proprietorships);
- (6) Social Security number or other government identification number for *Guarantor*;
- (7) telephone number(s) for *Business Signer* and *Guarantor*;
- (8) date of birth for *Guarantor*;
- (9) employment and income information for the *Guarantor*; and
- (10) name of each *Authorized Purchaser*.

You must tell us when this information changes. You must also tell us if the *Business* closes or changes ownership. We may ask you for additional documents to verify any changes. We may restrict or close your *Account* if we cannot verify your information, or if you do not provide it as requested.

### Credit Limit

When you open your *Account*, we will tell you your credit limit. It will also appear on your *Statement*. We may also refer to your credit limit as your credit line.

You are responsible for keeping track of your balance and your available credit. You must manage your *Account* to remain below your credit limit. We may honor transactions above your credit limit, but if we do these transactions will not increase your credit limit. You are responsible for paying for any transaction you make above your credit limit.

To help manage your approved credit limit, we may allow you to assign *Authorized Purchasers* a monthly or other spending limit.

We may also increase, decrease, restrict or cancel your credit limit at any time. This will not affect your obligation to pay us.

### Business Purpose Account

You may only use your *Account* for business purposes. You may not use your *Account* for personal, family or household purposes, even if we provide you with consumer *Account Disclosures*.

### Using Your Account

- (1) This Agreement applies whether or not you use your *Card* or *Account*. It will continue to apply even after your *Account* is closed, as long as you have a balance.
- (2) You must sign the *Card* immediately when you receive it.
- (3) You must return the *Card* to us or destroy it if we ask you to.
- (4) You must take reasonable steps to prevent the unauthorized use of your *Card*, *Access Checks* and *Account*.
- (5) We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your credit limit or your *Account* is not in default.
- (6) We are not responsible for any losses you incur if we do not authorize a transaction.
- (7) We are not responsible for any losses you incur if anyone refuses to accept your *Card* for any reason.
- (8) You must not use, or try to use, the *Card* for any illegal activity. You are responsible for any charges if you do.
- (9) We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

### Rewards

Your *Account* may provide you with the opportunity to earn rewards. If it does, we will separately provide you with information and terms about the rewards.

### Authorized Purchasers

If you ask us to issue a *Card* to any other person, they are an *Authorized Purchaser*. We may require certain information about them. We may limit their ability to use your *Card*. They may have access to certain information about your *Account*. You will be responsible for their use of the *Account* and anyone else they allow to use your *Account*, even if you did not want, or agree to, that use.

### Removing an Authorized Purchaser

If you want to remove an *Authorized Purchaser* from your *Account*, for example, if an *Authorized Purchaser* leaves the *Business*, you must contact Customer Service and request their removal. You also must immediately destroy all *Cards* in their possession and cancel any arrangements they may have set up on your *Account*. They will be able to use your *Account* until you have notified us that you are removing them from your *Account*. During this time, you will still be responsible for all amounts they charge to your *Account*. You will be responsible even if these amounts do not appear on your *Account* until later.

*Authorized Purchasers* may remove themselves from your *Account* upon request. We reserve the right to remove them from your *Account* for any reason. To remove them from your *Account*, we may close your existing *Account* and issue a new *Card* with a new *Account* number.

### Guarantor

Your *Account* may have a *Guarantor* as an inducement to Capital One's issuance of an *Account*. This individual may sometimes be called a "Personal *Guarantor*." Any *Guarantor* understands and agrees that:

- The *Guarantor* will not receive notices regarding the release, or settlement or compromise of all or any part of the *Account* indebtedness, including any waiver by us or between us and the *Business* or its representatives or other creditors in a bankruptcy proceeding or under any other circumstances.
- The obligation of the *Guarantor* is primary and unconditional, and covers all existing and future indebtedness of the

*Business* to us. This obligation shall be enforceable before or after collection efforts against the *Business*, regardless of the solvency of the *Business* at any time, or any extension or modification of the indebtedness of the *Business* by operation of law, or resulting from reorganization or other change affecting the *Business*.

- This guaranty does not create an obligation to us to extend or continue to extend credit to *Business*.
- Our records relating to the *Account* shall be admissible in evidence in any action or proceeding involving this guaranty, and proof of our rights to enforce this guaranty.
- This guaranty shall be binding upon *Guarantor*, his or her legal representatives and assigns and shall inure to the benefit of us and our successors and assigns.
- This guaranty shall for all purposes be deemed to be made in and shall be governed by the laws of the Commonwealth of Virginia.

### **Your Promise to Pay**

The *Business* and the *Guarantor* promise, personally, individually and jointly, to pay us all amounts due on your *Account*. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting your actual *Card* (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the *Card* in person. If you let someone else use your *Card*, you are responsible for all transactions that person makes.

### **Statements**

We will generally send or make available to you one *Statement* for all *Cards* on your *Account* at the end of each *Billing Cycle*. Under certain circumstances, the law may not require us to send or make available to you a *Statement*, or may prohibit us from doing so.

### **Disputed Transactions**

You must inspect each *Statement* you receive. Tell us about any errors or questions you have. If you do not notify us of an error, we will assume that all information on the *Statement* is correct.

If we credit your *Account* for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction. You will also:

- (1) give us any information about the disputed transaction, if we ask;
- (2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and
- (3) help us get reimbursement from others.

### **No Warranties**

We are not responsible for any claim you may have regarding the purchase of goods or services made with your *Card*.

### **Lost or Stolen Card**

If your *Card* is lost or stolen or if you think someone else may be using your *Card* or *Account* number without your permission, you must contact Customer Service immediately. You will not be responsible for transactions on your *Account* that we find are unauthorized.

If we reimburse you for unauthorized transactions, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request.

### **Interest Charges and Fees**

We will charge *Interest Charges* and *Fees* to your *Account* as disclosed on your *Statement* and *Account Disclosures*. In general, *Interest Charges* begin to accrue from the day a transaction occurs. However, we will not charge you interest on any new transactions if you paid the total balance of your *Account* in full by the due date on your *Statement* each month.

We will generally treat *Fees* as purchase transactions unless otherwise specified below. These *Fees* apply to your *Account* only if your *Account Disclosures* provide for them. We may increase

your *Interest Charges* and *Fees* as described in the **Changes to Your Agreement** section or in your *Account Disclosures*.

### **Late Payment Fee**

We may charge you this *Fee* if we do not receive your payment as instructed on your *Statement* by the payment due date.

### **Minimum Payment**

You must pay us at least the minimum payment amount by the payment due date. Your *Statement* will tell you:

- (1) the minimum payment due,
- (2) your new balance,
- (3) the payment due date, and
- (4) an explanation of when the payment must reach us for us to consider it received as of that date.

Returns and other credits to your *Account* will reduce your *Account* balance, but they will not change your minimum payment amount.

In addition to the minimum payment, you may pay all or part of the total balance on your *Account*. But, you must still pay at least the minimum payment amount each month, even if you paid more than the minimum payment due on the previous *Statement*. We will continue to charge *Interest Charges* during *Billing Cycles* when you carry a balance regardless of whether your *Statement* includes a minimum payment that is due. If your *Account* is 180 days past due, is part of a bankruptcy proceeding or is otherwise charged off, the total balance is immediately due and payable.

### **Making Payments**

Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept cash payments through the mail. You may not make payments with funds from your *Account* or any other credit account with us or any other company in the Capital One organization. You must send mailed payments to us as instructed on your *Statement*, unless we tell you otherwise.

### **Other Payment Services**

We may make services available that allow you to make faster or recurring payments online or by telephone. We will describe the terms for using these services and any applicable *Fee* before you use them. You do not have to use these other payment services.

We are not responsible if your financial institution rejects a payment made using our payment services.

If you ask someone else to make a payment for you, we may provide that person with limited *Account* information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept it, you will be responsible for that payment even if a financial institution rejects it.

### **Payment Processing**

We may accept and process payments without losing any of our rights. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your *Account*. We may resubmit and collect returned payments electronically. If necessary, we may adjust your *Account* to correct errors, process returned and reversed payments, and handle similar issues.

When you send us an *Item* as payment, you authorize us to make a one-time electronic fund transfer from your deposit account. You also authorize us to process the payment as an *Item*. We may withdraw the funds from your deposit account as early as the same day we receive your payment. You will not receive your *Item* back from your bank. We will provide additional information about this process on your *Statement*.

We may use the information from an *Item* to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way we would process an *Item*. We will not be responsible if an *Item* you provide has physical features that when imaged result in it not being processed as you intended.

## How We Apply Your Payments

We may apply your payments in any order determined by us.

## Items with Restrictive Words, Conditions, or Instructions

You must mail all *Items* bearing restrictive words, conditions, limitations, or special instructions to:

Capital One  
P.O. Box 1330  
Charlotte, NC 28201-1330

This includes *Items* marked "Paid in Full" or similar language. This also includes all accompanying communications.

If you make such a payment or send any accompanying communications to any other address, we may reject it and return it to you. We may also accept it and process it without losing any of our rights.

## Credit Balances

We may reject and return any payment that creates or adds to a credit balance on your *Account*. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges. You may write to the address provided on your *Statement* or call Customer Service to request a refund of any available credit balance.

## Account Default

You will be in default if:

- (1) you do not make any payment when it is due;
- (2) any payment you make is rejected, not paid or cannot be processed;
- (3) you exceed a credit limit;
- (4) you file or become the subject of a bankruptcy or insolvency proceeding;
- (5) you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
- (6) we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;
- (7) you do not comply with any term of this Agreement or any other agreement with us;
- (8) you close or sell the *Business*; or
- (9) you permanently reside outside the United States.

If you are in default, we may take certain actions with respect to your *Account*. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

- (1) charge you *Fees*, or change the APRs and *Fees* on your *Account*, if provided in your *Account Disclosures*;
- (2) close or suspend your *Account*;
- (3) lower your credit limit(s);
- (4) demand that you immediately pay the total balance owing on your *Account*;
- (5) continue to charge you *Interest Charges* and *Fees* as long as your balance remains outstanding; and/or
- (6) file a lawsuit against you, or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

## Communications

You agree that we may communicate with you by mail, telephone, email, fax, prerecorded message, automated voice, text message or other means allowed by law regarding your *Account*.

You agree that we may contact you at any telephone number (including a mobile telephone number that you provide us), and use an automated telephone dialing system or similar device to do so. You agree that we may monitor or record any conversation or other communication with you.

We will communicate with the *Business Signer* about the *Account*, unless you ask us to communicate with another

person. If you do, we may require documents authorizing us to communicate with that person.

## Credit Reports

We may report information about your *Account* to credit bureaus and others. Late payments, missed payments, or other defaults on your *Account* may be reflected in your credit report.

If you believe that we have reported inaccurate information about your *Account* to a credit bureau or other consumer reporting agency, notify us in writing at P.O. Box 30281, Salt Lake City, UT 84130-0281. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect.

We may obtain and use credit, income and other information about you from credit bureaus and others as the law allows.

## Closing or Suspending Your Account

You may contact Customer Service to ask us to close your *Account*.

We may close or suspend your *Account* at any time and for any reason permitted by law, even if you are not in default.

If we close or suspend your *Account* for any reason, you must stop using your *Card*. You must also cancel all billing arrangements set up on the *Account*. If we close or permanently suspend your *Account*, you must return or destroy all *Cards*. You must still pay us all amounts you owe on the *Account*.

## Changes to Your Agreement

At any time, we may add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you notice of any changes as required by law. We may notify you of changes on your *Statement* or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes.

Your variable APRs (if applicable) can go up or down as the index for the rate goes up or down. If we increase your APRs for any other reason, or if we change your *Fees* or other terms of your *Account*, we will notify you as required by law.

## The Law That Applies to Your Agreement

We make decisions to grant credit and issue you a *Card* from our offices in Virginia. This Agreement is governed by applicable federal law and by Virginia law. If any part of this Agreement is unenforceable, the remaining parts will remain in effect.

## Waiver

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. For example, we may waive your *Interest Charges* or *Fees* without notifying you and without losing our right to charge them in the future.

## Assignment

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign or transfer your *Account* or this Agreement to someone else without our written permission.

We may sell, assign or transfer your *Account* and this Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we have transferred your *Account* or this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another way that is reasonable.

## Glossary

- "**Account**" means your *Card Account* with us.
- "**Account Disclosures**" means any *Account* information we provide to you, including your application and solicitation disclosures, *Account* opening disclosures, subsequent disclosures, *Statements*, and change in terms notices.

- **“Authorized Purchaser”** means a person who may use the *Card*, but is not responsible for the repayment of the *Account*.
- **“Billing Cycle”** means the period of time reflected on a *Statement*. This period may vary in length, but is approximately 30 days. You will have a *Billing Cycle* even if a *Statement* is not required. We will often specify a *Billing Cycle* by the month in which its closing date occurs. For example, a “March *Billing Cycle*” will have a closing date in March. We may also refer to a *Billing Cycle* as a “Billing Period”. If your *Account* balance has charged off, we may switch to quarterly *Billing Cycles* for your *Account*.
- **“Business”** means the business entity on the *Account*. This may be (a) a sole proprietorship, partnership, corporation, limited liability company or other legal form of doing business; (b) a qualified religious, educational or other non-profit entity; or (c) a government agency or instrumentality.
- **“Business Signer”** means a representative of the *Business* who is authorized to sign documents for the *Business* and legally bind it.
- **“Card”** means any Capital One credit card associated with your *Account*. This includes all renewals and substitutions. It also means any other access device for your *Account* we give you that allows you to obtain credit, including any *Account* number.
- **“Fees”** means charges imposed on your *Account* not based on the Annual Percentage Rates.
- **“Guarantor”** means the person who provides guaranty of the prompt payment when due, or on demand, of the full amount of *Account* indebtedness.
- **“Interest Charges”** means any charges to your *Account* based on the application of Annual Percentage Rates.
- **“Item”** means a check, draft, money order or other negotiable instrument you use to pay your *Account*. This includes any image of these instruments.
- **“Statement”** means a document showing important *Account* information, including all transactions billed to your *Account* during a *Billing Cycle* and information about what you must pay. We may also refer to your *Statement* as a “Periodic *Statement*” or a “Billing *Statement*”.

