

CAPITAL ONE® ACCOUNT DISCLOSURES

Payment Information

All charges made to this Account are due and payable by the due date on your Statement or Invoice.

If you are a Statement billed Account, your due date is generally the same day of the month for each billing cycle. The number of days allowed before your due date may vary depending on the number of days in the month(s).

If you are an Invoice billed Account, your due date is noted on each individual invoice.

Fees	
Annual Fee	None.
Penalty Fees <ul style="list-style-type: none">Late Payment	1.5% of your past due balance.

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

Do I Have A Minimum Payment?
Unlike revolving credit accounts, you must pay the “Amount Due” appearing on your statement or invoice. Your statement or invoice will inform you of your payment due date and payment instructions.

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

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 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, P.O. Box 17885, Portland, ME 04112-8885.

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 17885, Portland, ME 04112-8885.

STATE-SPECIFIC INFORMATION IF APPLICABLE

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.

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Products and services offered by Capital One, N.A. Capital One supports information privacy protection: see our Website at www.capitalone.com.

Capital One Customer Agreement

Welcome to Capital One

Thank you for opening an 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* or *Invoices*;
- (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-referenced documents.

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*;
- (10) name of each *Authorized Contact*
- (11) name of each *Authorized Purchaser*.

You must contact Customer Service when this 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 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 *Account*. It will continue to apply even after your *Account* is closed, as long as you have a balance.
- (2) You must take reasonable steps to prevent the unauthorized use of your *Account*.
- (3) 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.
- (4) We are not responsible for any losses you incur if we do not authorize a transaction.
- (5) We are not responsible for any losses you incur if anyone refuses to accept your *Account* for any reason.
- (6) You must not use, or try to use, your *Account* for any illegal activity. You are responsible for any charges if you do.
- (7) 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, you will receive information and terms about the rewards separately.

Authorized Purchasers

If you ask us to provide purchasing access to your *Account* to any other person, they are an *Authorized Purchaser*. We may require certain information about them. We may limit their ability to use your *Account*. 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 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 still 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 credit 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 the *Business*.
- Our records relating to the *Account* shall be admissible in evidence in any action or proceeding involving this guaranty, and proof of our right 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 via mail, telephone, Internet, or mobile devices the same as if you used your *Account* in person. If you let someone else use your *Account*, you are responsible for all transactions that person makes.

Billing Documents

If your *Account* is established as a *Statement* billed *Account*, we will generally send, or make available to you, one *Statement* for all your purchases on your *Account*, at the end of the *Billing Cycle*.

If your *Account* is established as an *Invoice* billed *Account*, we will send you an *invoice* for each transaction.

Disputed Transactions

You must inspect each *Statement* or *Invoice* you receive and contact Customer Service 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* or *Invoice* is correct.

If we credit your *Account* for all of, 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 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 *Account*.

Unauthorized Use of your Account

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

Fees

We will charge *Fees* to your *Account* as disclosed on your *Statement* and *Account Disclosures*.

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 *Fees* as described in the **Changes to Your Agreement** section of your *Account Disclosures*.

Late Payment Fee

We may charge you this *Fee* if we do not receive your payment as instructed on your *Statement* or *Invoice* by the payment due date. Any Late Payment *Fee* will appear on your *Statement*.

Payment

You must pay us the full "Amount Due" amount displayed on your *Statement* or *Invoice* by the payment due date.

If your *Account* is *Statement* billed, your due date is noted on your *Statement* and is generally the same day of the month for each billing cycle. The number of days allowed before your due date may vary depending on the number of days in the month(s).

If your *Account* is *Invoice* billed, your payment due date is noted on each *Invoice*.

Returns and other credit to your *Account* will reduce your Account Balance, but will not be treated as payment to your *Account*.

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* or *Invoice* 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 *Fees* before you use them. You do not have to use these 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 the 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 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 the 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 17885 Portland, ME 04112-8885.

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;
- (8) you close or sell the *Business*; or
- (9) you permanently reside outside of the United States.

If you are in default, we may take certain action 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 *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 *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 Capital One, P.O. Box 17885 Portland, ME 04112-8885. When you write, tell us the specific information that you believe it is incorrect and why you believe 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 *Account*. You must also cancel all billing arrangements set up on the *Account*. 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.

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 an *Account*, 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 rights without notifying you. For example, we may waive your *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 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 *Credit 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 changes in terms notices.
- **“Authorized Contact”** means a person who is authorized to make changes to the *Account*.

- **“Authorized Purchaser”** means a person who may use the *Account* but is not responsible for the repayment of the *Account*.
- **“Billing Cycle”** means the period of time reflected on the *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.”
- **“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 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.
- **“Fees”** means charges imposed on your *Account*.
- **“Guarantor”** means the person who provides guaranty of the prompt payment when due, or on demand, of the full amount of *Account* indebtedness.
- **“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.”
- **“Invoice”** means a document showing important *Account* information including a single transaction billed to your *Account* and information about what you must pay.