



## CAPITAL ONE® ACCOUNT TERMS

Payment Information	
Minimum Payment	All charges made on this account are due and payable in full when you receive your periodic statement. The minimum payment due is the New Balance as indicated on your statement.
Fees	
Annual Fee	\$150 annually.
Penalty Fees	
• Late Payment	2.99% of the unpaid portion of your minimum payment.

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**Are There Any Other Penalty Fees Associated With This Card That Are Not Listed In The Box Above?** No. There are no additional Penalty Fees associated with this card.

**How Do You Calculate My Minimum Payment?** Your minimum payment will be equal to your new balance. We will also add any past due amount, including any late fees, to your minimum payment.

**Can I Use This Card For Transfers Or Cash Advances?** Transfers and access checks are not allowed on this account. Cash advances may be available in limited circumstances. See the Guide to Benefits for more detail.

**How Do I Get A Year-End Summary?** Your Capital One Spark Business Card account must be open and in good standing and must have had at least one transaction in the last calendar year to receive a Year-End Summary.

Visa is a registered trademark of Visa International Service Association.

## THINGS YOU SHOULD KNOW ABOUT THIS REWARDS PROGRAM

**How do I earn rewards?** You will earn 2% cash back on net purchases (purchases minus any credits or returns) only.

Cash advances, balance transfers, and checks used to access your account are not considered purchases and will not earn rewards.

**How does my spend bonus work?** You will earn a \$500 bonus if you spend at least \$5,000 within 3 months of your rewards membership enrollment date and an additional \$500 bonus if you spend at least \$50,000 within 6 months of your rewards membership enrollment date. These spend bonuses may be earned independently, meaning you may earn one or both. Once you qualify for a bonus we will apply it to your rewards balance within two billing cycles. Existing or previous Accountholders may not be eligible for these bonuses.

**How does my annual bonus work?** You will earn a \$200 cash bonus each year when you spend at least \$200,000 in net purchases by your rewards membership anniversary date. We will apply your bonus within two billing cycles following your rewards membership anniversary date.

**Will my rewards ever expire?** Your rewards are yours for the life of the account—they will not expire. But if your account is closed, you will lose any rewards you have not redeemed.

**Is there a limit to the amount of rewards I can earn?** There is no cap to the amount of rewards you can earn on purchases.

**How do I redeem my rewards?** You can get your cash back upon request in the form of a statement credit or a check. You can also set up an automatic redemption preference; options include: (1) at a set time each calendar year or (2) when a specific threshold (\$25, \$50, \$100, \$200, \$500 or \$1,500) has been reached. Just go online to [capitalone.com](https://capitalone.com). You can also redeem for credits for previous purchases, gift cards, and more. Rates for these redemption options may vary and are subject to change without notice.

**What happens if I do not set up an automatic redemption preference?** Until you set up an automatic redemption preference, you will receive your cash back upon your request.

**How often can I change my automatic redemption preference?** You may change your automatic redemption preference at any time, but you cannot request an annual redemption to be fulfilled in the same month you make a change. If you have an automatic redemption preference, you may also make upon-request redemptions without interfering with your pre-established automatic redemption preference.

**Is my account eligible to transfer rewards?** Your account may be eligible to transfer rewards. Please be aware that transfers are only permitted between certain Capital One rewards accounts. Not all rewards products are eligible for transfer.

**Full terms and details of the rewards program will be available in your Welcome Package upon approval.**

#### **ADDITIONAL DISCLOSURES & TERMS AND CONDITIONS**

I, as the Authorizing Signatory for a Business, understand that I am not eligible for this offer if:

- My application is received after the offer expires, is incomplete, unreadable, inaccurate or cannot be verified.
- My address is not in one of the following locations: the 50 United States, Washington, D.C., or a U.S. military location.
- My address is a correctional institution.
- I am under 18 years of age or do not have a valid Social Security Number or Individual Taxpayer Identification Number.
- I have applied for a Capital One credit card 2 or more times in the last 30 days.
- I have 5 or more open credit card accounts with Capital One.
- I have a past due Capital One credit card account.
- I am over my credit line on a Capital One credit card.
- I have had a Capital One credit card that charged off within the past year.
- I have a non-discharged bankruptcy (one that is still unresolved).
- My current or past business credit card accounts exhibit(ed) high transaction costs.

The Authorizing Signatory and the Business, through the Authorizing Signatory, hereafter collectively referred to as “we”, hereby:

- i. Acknowledge we are not obligated to accept this account or pay any fee or charge unless this card is used.
- ii. Apply to Capital One Bank (USA), N.A. (Capital One®) and request that Capital One establish a Capital One Spark Business Credit Card account (“Account”) and issue a credit card on the Account to the Authorizing Signatory whose signature appears on this application and to all “Authorized Users” or “Account Managers” for whom additional cards are requested.
- iii. Agree to be bound by the terms and conditions of the Customer Agreement, and future revisions thereof that will be sent to us after the account is opened, including the provision therein that the Customer Agreement and the Account will be governed by Virginia and federal law.
- iv. Acknowledge and agree that all cards will be used solely for business or commercial purposes and not for personal, family or household purposes.
- v. Agree that the Business and the Authorizing Signatory for the Business will be liable for all transactions made with all cards and convenience checks on the Account.
- vi. Acknowledge that each Authorized User or Account Manager is duly employed by the Business as of the date a card is requested for such Authorized User.
- vii. Agree to be individually, jointly and severally liable for all charges to the card(s) issued to the above Authorized Users or Account Managers.
- viii. Agree that the Authorizing Signatory and the Business, including all Authorized Users or Account Managers, may be contacted by Capital One regarding all cards and the account as described in the Customer Agreement. For example, providing a mobile telephone number in connection with this account expressly permits Capital One to use that number to contact the relevant party. Contact includes receiving messages from Capital One and their authorized agents, including prerecorded and text messages, and calls with an automatic telephone dialer (autodialer).
- ix. Authorize the receipt and exchange of credit information on both the Authorizing Signatory and the Business, including the exchange of information between Capital One and affiliates. Our agreement terms (for example, fees) are subject to change. Everything that is stated in this application is true to the best of our knowledge. In addition, we understand that the Authorizing Signatory must hold a position, such as owner or president, having the authority to legally bind the Business. We understand that approval is based upon satisfying Capital One’s credit standards. Any delinquencies and default history may be considered in determining creditworthiness.
- x. Authorize Capital One to check the Business’s credit record and the Authorizing Signatory’s credit record and employment history. Capital One may contact the Authorizing Signatory to obtain or confirm application information. Capital One’s decision to contact the Authorizing Signatory may be based on creditworthiness. This offer is nontransferable.

**How Much Can I Spend?** This card adjusts to meet your business’s changing needs. How much you can spend depends on your spending habits, payment history and other factors.

**Will This Card Be Reflected On My Personal Credit Report?** Late payments, missed payments or other defaults on your account may be reflected on your personal credit report.

**Will This Card Be Reflected On My Business Credit Report?** Several items may be reflected on your business credit report. Items may include but are not limited to statement balance, late payments, missed payments or other defaults.

## **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. **What this means for you:** When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### **STATE-SPECIFIC INFORMATION**

**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.

**New York and Vermont Residents:** Capital One may obtain 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>.

**Wisconsin Residents:** No provision of any marital property 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 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.