



**CAPITAL ONE® APPLICATION TERMS**

<b>Interest Rates and Interest Charges</b>		
	<b>WEST ELM KEY REWARDS VISA</b>	<b>WEST ELM KEY REWARDS CARD</b>
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>25.24%.</b> This APR will vary with the market based on the Prime Rate. If you have any promotional credit plans, refer to your statement.	<b>27.24%.</b> This APR will vary with the market based on the Prime Rate. If you have any promotional credit plans, refer to your statement.
<b>APR for Transfers</b>	<b>25.24%.</b> This APR will vary with the market based on the Prime Rate.	Not Applicable
<b>APR for Cash Advances</b>	<b>25.24%.</b> This APR will vary with the market based on the Prime Rate.	Not Applicable
<b>Paying Interest</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. We will begin charging interest on cash advances and balance transfers on the transaction date.	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.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
<b>Fees</b>		
<b>Annual Fee</b>	<b>None.</b>	<b>None.</b>
<b>Transaction Fees</b>		
• Transfer	<b>3%</b> of the amount of each transferred balance that posts to your account at a promotional APR that we may offer you.  None for balances transferred at the Transfer APR.	Not Applicable
• Cash Advance	Either <b>\$10</b> or <b>4%</b> of the amount of each cash advance, whichever is greater.	Not Applicable
<b>Penalty Fees</b>		
• Late Payment	Up to <b>\$40.</b>	Up to <b>\$40.</b>

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

**What Are My Billing Rights?** Information on your rights to dispute transactions and how to exercise those rights is provided in the “Your Billing Rights” section in the enclosed Additional Disclosures.

**What Should I Put For Total Annual Income?** You may include personal income, which is income you have earned, including full-time, part-time, or seasonal jobs, self-employment, interest or dividends, retirement, and public assistance. You may also include shared income, which is money from somebody else that is regularly deposited into your individual account or into a joint account that person shares with you. If you are 21 or over, you may also include somebody else's income that is regularly used to pay your expenses.

**What Will My Transfer Fee Be If I Transfer A Balance?** If you transfer a balance at the Transfer APR, that Transfer will not incur a Transfer Fee. Any transferred balance that posts to your account at a promotional APR that we may offer you will incur a 3% Transfer Fee.

**Can You Change My APRs?** While a late payment won't cause your APR to increase, in the future, we may increase your APRs if market conditions change. If we increase your APRs for any reason other than an increase in the Prime Rate, the new APRs will apply only to new transactions you make after we notify you of the change in writing.

**Can You Change My Account Terms?** We can change the terms of your account as permitted by law. 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 calculate variable rates by adding a percentage to the Prime Rate published in *The Wall Street Journal* on the 25th day of December, March, June and September. If the *Journal* is not published on that day, then see the immediately preceding edition. Variable rates will be updated quarterly and will take effect on the first day of your Billing Cycle which begins in January, April, July and October: West Elm Key Rewards Visa: Purchase APR: Prime plus 21.74%; Transfer APR: Prime plus 21.74%; Cash Advance APR: Prime plus 21.74%. West Elm Key Rewards Card: Purchase APR: Prime plus 23.74%. Any increase in the Prime Rate may increase your Interest Charges and your Minimum Payment.

**How Do You Determine Whether I Will Receive the West Elm Key Rewards Visa or the West Elm Key Rewards Card?**

When you choose to apply for the West Elm Key Rewards Visa, your credit history and application will be reviewed to determine whether you qualify. If we are unable to approve you for the West Elm Key Rewards Visa, you will automatically be considered for the West Elm Key Rewards Card. The West Elm Key Rewards Card can only be used at Williams Sonoma, Williams Sonoma Home, Pottery Barn, Pottery Barn Kids, Pottery Barn Teen, West Elm, and Mark & Graham stores, catalogs, or online (collectively referred to as Williams Sonoma Stores).

**How Do You Determine My Credit Line?** We will determine your credit line after a review of your application and your ability to pay. If your application is approved for a West Elm Key Rewards Visa, the minimum credit line you will receive is \$3,000. If your application is approved for a West Elm Key Rewards Card, the minimum credit line you will receive is \$500.

**What Are The Daily Periodic Rates Used To Calculate My Interest?** West Elm Key Rewards Visa: The daily periodic rate for your Purchase APR is 0.06915%, Transfer APR is 0.06915%, and Cash Advance APR is 0.06915%. West Elm Key Rewards Card: The daily periodic rate for your Purchase APR is 0.07463%. See "How Do You Calculate The Interest Charge?" section in the enclosed Additional Disclosures.

**How Do You Calculate My Minimum Payment?** If your balance is less than \$29, your minimum payment will be equal to your balance. Otherwise, your minimum payment will be the greater of \$29 or 1% of your balance plus new interest, late payment fees and any payment required under a promotional Credit Plan with previously disclosed special repayment terms, rounded to the next highest dollar. We will also add any past due amount to your minimum payment. If your Account charges off, the entire balance is due immediately.

Visa is a registered trademark of Visa International Service Association.

## THINGS YOU SHOULD KNOW ABOUT THIS REWARDS PROGRAM

**How Rewards are Earned in the Gold Key Rewards program:** You will earn Rewards when you, or an authorized user, make eligible purchases of goods and services for personal, family and household purposes using your Account, minus any returns, refunds, ineligible items, taxes, shipping, or credit adjustments ("Net Eligible Purchases"). Purchases made using promotional financing plans are not eligible to earn Rewards. Rewards are calculated and rounded up to the nearest penny.

Using your West Elm Key Rewards Visa you will earn:

- 5% back in Rewards for Net Eligible Purchases made at Williams Sonoma, Williams Sonoma Home, Pottery Barn, Pottery Barn Kids, Pottery Barn Teen, west elm, and Mark & Graham stores, catalogs, or online (collectively referred to as Williams-Sonoma, Inc. Brands). Rejuvenation not eligible.
- 4% back in Rewards for Net Eligible Purchases made at grocery stores. You will also earn 4% back on purchases made at restaurants, excluding fast food restaurants, but including food delivery services.\* \*\*
- 1% back in Rewards for Net Eligible Purchases made everywhere else Visa is accepted.
- For new cardholders only, additional 5% bonus in Rewards for Net Eligible Purchases made at Williams-Sonoma, Inc. Brands during the first 30 days from credit card account opening.

Using your West Elm Key Rewards Card you will earn:

- 5% back in Rewards for Net Eligible Purchases made at Williams Sonoma, Williams Sonoma Home, Pottery Barn, Pottery Barn Kids, Pottery Barn Teen, west elm, and Mark & Graham stores, catalogs, or online (collectively referred to as Williams-Sonoma, Inc. Brands). Rejuvenation not eligible.
- For new cardholders only, additional 5% bonus in Rewards for Net Eligible Purchases made at Williams-Sonoma, Inc. Brands during the first 30 days from credit card account opening.

The amount of Rewards earned is based on the date your purchase was made, which may be different than the date the transaction posts to your Account. For mail order, special order, online, and other purchases, your transaction may not post to your Account until items have shipped.

Purchases made at Williams-Sonoma, Inc. Brands outside of the United States and purchases made for third-party products or services offered through the websites associated with Williams-Sonoma, Inc. Brands do not qualify for Rewards. Examples of third-party vendors include: The Wine Club, Sun Basket, and special events requiring registration through Eventbrite. Installation Services, volume gift card purchases, bulk orders, donations and bag fees are also not eligible to earn Rewards. Rewards will not be earned on any portion of a purchase that is paid for with a gift card or Reward Certificate. Silver Key Rewards and Gold Key Rewards cannot be earned on the same charge.

\* Reward Merchant Classification Codes: Merchants who accept Visa are assigned a merchant classification code ("MCC"), which is determined by the merchant or its processor in accordance with Visa procedures based on the products and/or services they primarily sell. Williams-Sonoma, Inc. and Capital One do not control the assignment of these codes and are not responsible for incorrectly coded purchases. Even though a merchant or some of the items it sells may appear to fit within a certain Reward category, the merchant may not have a code in that category. Purchases made with third-party payment accounts, including but not limited to Apple Pay, PayPal and Venmo, will earn 1% back in Rewards.

\*\* Grocery purchases made at gas stations, convenience stores, warehouse clubs, discount stores, and super stores (or at grocery stores associated with discount or super stores) and purchases made at fast food restaurants will earn 1% back in Rewards.

Rewards awarded for returned or voided items will be deducted from your Rewards Balance, which will reduce or may eliminate accumulated Rewards and may result in a negative Rewards Balance. If your Rewards Balance goes negative, you must first earn Rewards to bring your Rewards Balance to zero before earning any Rewards eligible for redemption. Rewards Balance that does not exceed the Reward Certificate threshold will expire after 24 months of no activity on the Rewards Account. Williams-Sonoma, Inc. reserves the right to verify and adjust Rewards and Reward Certificates, as applicable, at any time.

**Bonus Rewards for Special Offers** From time to time, Williams-Sonoma, Inc. may make bonus offers to earn additional Rewards ("Bonus Rewards"). Read each offer carefully, as there may be important conditions or limitations, such as blackout periods, Bonus Rewards limits, or exclusions. You may have to register to qualify for the offer. Williams-Sonoma may change or withdraw an offer at any time without notice. Any such change or withdrawal will not affect Bonus Rewards already earned. Certain offers may only be communicated via email. Williams-Sonoma, Inc. reserves the right to exclude gift card purchases at Williams-Sonoma, Inc. brands from bonus rewards.

**How Rewards are Redeemed in the Gold Key Rewards program:** For every \$20 of Rewards you earn, you will receive a \$20 Rewards Certificate following a 30-day vesting period. Reward Certificates will be issued in increments of \$20, with a minimum amount of \$20. Multiple Reward Certificates may be issued. Reward Certificates may only be redeemed on qualifying purchases using your Account in all Williams-Sonoma, Inc. Brands. Rejuvenation is not eligible.

Reward Certificates may not be applied to past purchases or used towards payment of any outstanding obligations to Capital One or its affiliates. Reward Certificates can be partially redeemed if the purchase amount does not exceed the Reward Certificate amount. Reward Certificates are refundable if item(s) purchased with the Reward are returned within the expiration window. Same-day cancellations purchased with Williams-Sonoma, Inc. Key Rewards Credit Card Rewards online or as phone orders may not be reflected via email for up to 24 hours.

Williams-Sonoma, Inc. is not responsible for lost or stolen Reward Certificates. Once your rewards have vested, you will receive your Reward Certificate via email if you have a valid email on file. If you don't have a valid email on file, you will receive the Rewards Certificates via mail. Contact Capital One to update your contact information for your Account.

Rewards and Reward Certificates are nontransferable. Cannot be sold or redeemed for cash. Rewards Certificates expire 180 days from the date they are issued.

A Birthday Benefit in the form of a \$25 bonus certificate will be issued to eligible cardholders during your birthday month. Offer will be received via email during your birthday month. To receive the Birthday Benefit, you must make a purchase in the previous 12 months starting 1 month prior to your birthday, have a valid email address and U.S. mailing address, and your Account must not be in default. Accounts that opened in your birthday month or previous month will be eligible for the offer during the birthday month of the following calendar year.

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

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

I understand that I am not eligible for this offer if:

- My application is received after this 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.
- My monthly income (my disclosed total annual income divided by 12) doesn't exceed my monthly rent/mortgage payment by at least \$425. Or, Capital One otherwise determines that I am unable to make my monthly payments.
- I am under 18 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 already have a Williams Sonoma Key Rewards, West Elm Key Rewards, Pottery Barn Key Rewards or a Key Rewards Visa.
- I have a credit card application in progress for a Williams-Sonoma, Inc. Card or other Capital One Credit Card.
- I have a non-discharged bankruptcy (one that is still unresolved).
- I have implemented a credit security freeze or credit lock with one or more of the credit bureaus, which prevents Capital One from accessing my credit report.

With respect to this offer, I acknowledge that:

- I am furnishing all information on my application to both Williams Sonoma, Inc. and to Capital One, N.A. I authorize Capital One, N.A. and Williams Sonoma, Inc. to exchange information about me so that I can receive the benefits and services of the Williams Sonoma, Inc. Credit Card Program, and so that Williams Sonoma, Inc. can inform me of additional information, offers and opportunities.
- I am not obligated to accept the card or pay any fee or charge unless I use this card.
- Even if I am otherwise eligible for this offer, approval is based upon satisfying Capital One's credit standards.

Capital One may contact me to obtain or confirm application information.

- I am authorizing Capital One to check my credit and employment history.
- If I am approved, I am requesting that Capital One send me a physical credit card in the mail and make a virtual card number available to me when I log into the Capital One mobile app or website.
- If I am approved, Capital One may contact me regarding my Card and Account as described in my Capital One Customer Agreement. For example, when I give Capital One my mobile telephone number, I agree to receive messages from Capital One and their authorized agents, including prerecorded and text messages. I also consent to receive calls through an automatic telephone dialer (autodialer).
- I will receive the Capital One Customer Agreement. I am bound by its terms and all future revisions.
- This offer is nontransferable.
- I understand that, unless the offer discloses a specific credit line, the exact amount of my credit line will be determined by Capital One after review of my application and other information.
- An applicant, if married, may apply for a separate account.
- Everything I have stated in this application is correct.
- This card is intended primarily for consumer use.
- If I choose to apply for the West Elm Key Rewards Visa, Capital One will determine if I qualify. If Capital One is unable to approve me for this card, they will automatically consider me for the West Elm Key Rewards Card.

### **THINGS YOU SHOULD KNOW ABOUT THIS CARD**

**When Can I Request A Balance Transfer?** If you have a West Elm Key Rewards Visa, you may call customer service 10 days after your account is opened to inquire whether balance transfers are available. Transfers between Capital One accounts are not permitted. That means balances cannot be transferred to this account from any other credit card issued by Capital One including, but not limited to cards branded with, Bass Pro Shops CLUB, Cabela's, Kohl's, GM, BuyPower Card, Union Plus, Walmart and Teamster Privilege.

**How Do You Apply My Payment?** We will apply payments up to your minimum payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your minimum payment to the balance with the highest APR, and then to balances with lower APRs.

**How Can I Avoid Paying Interest Charges?** If you pay your statement's "New Balance" in full by the due date each month, we will not charge interest on any new transactions that post to the standard purchase balance. If you have been paying your account in full without interest charges, but fail to pay your next "New Balance" in full, we will charge interest on the unpaid balance. For cash advances and transfers available only with the West Elm Key Rewards Visa, we will start charging interest on the transaction date. From time to time, we may offer balance transfers or promotional purchase financing that do allow you to pay less than the statement "New Balance" and still avoid interest on any new transactions that post to the standard purchase balance. However, in these cases you must pay in full transactions that are posted to the standard purchase balance and any cash advance balance, plus at least the minimum payment amount for all other balances on the account by the due date each month. We may also display an interest saver payment amount on your statement, if applicable, for your convenience.

**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. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so the previous month. For example, even if a customer pays their balance in full on a February 26th due date, interest would continue to accrue on the balance from February 2nd (the start of the Billing Cycle) through February 26th, and will appear on their next statement. Once you start accruing Interest Charges, you generally must pay your New Balance in full for two consecutive Billing Cycles before Interest Charges stop being posted to your Statement. Interest charges are added to the proper Credit Plan of your account. 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 balance; for each Credit Plan, we 1) take the beginning balance and add in new transactions and the periodic Interest Charge on the previous day's balance, then 2) subtract any payments and credits for that Credit Plan as of that day. The result is the daily balance for each Credit Plan. However, if you paid your previous month's non-promotional balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase Credit Plans 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 we: 1) add the daily balances together for each Credit Plan, 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) for each Credit Plan other than Same As Cash Credit Plans, and 2) multiply the result by the number of days in the billing period. For Same As Cash Credit Plans, if interest is applied, the interest is accrued from the transaction date of the purchase through the current Billing Cycle. The Interest Charge for Same as Cash Credit Plans is the total of:

- the applicable daily periodic rate (APR divided by 365) for the current Billing Cycle times the daily balance for each day in the current Billing Cycle; plus
- the applicable daily periodic rate for each prior Billing Cycle times the daily balances of the Credit Plan for each day during each prior Billing Cycle.

We add the Interest Charges for all Credit Plans together. The result is your total Interest Charge for 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 Or \$0 Fraud Liability Claims Subject To Investigation And Verification?** Yes.

## PROMOTIONAL OFFER DETAILS

**Are Promotional Credit Plans Available On this Account?** We may offer you promotional financing opportunities throughout the year. If we do, these offers may require you to make a purchase of a minimum purchase amount or merchandise type. If you make a purchase which is eligible for a promotional Credit Plan, then the applicable terms displayed below will apply. After expiration of a promotional Credit Plan, any remaining promotional purchase balance will be subject to the standard minimum payment and a variable APR of 25.24% for West Elm Key Rewards Visa, or 27.24% for West Elm Key Rewards Card. This APR will vary with the market based on the Prime Rate.

- **6, 12, 18 or 24 Months Waived Interest Charges/Monthly Payments:** Standard Minimum payment required. No interest charges on the promotional item(s) for the specified plan duration. After expiration, any remaining balance will be assessed the rate described above until paid.
- **6, 12, 18 or 24 Months Waived Interest Charges/Equal Payments:** Equal payments calculated to pay your purchase in full during the promotional period. No interest charges on the promotional item(s) for the specified plan duration. After expiration, any remaining balance will be assessed the rate described above until paid.

Purchases for less than any required minimum purchase amount, or an ineligible merchandise type, will be treated as a non-promotional Credit Plan.

### **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.

If you have received a prescreened offer:

**PRESCREEN & OPT-OUT NOTICE:**

This “prescreened” offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, call the consumer reporting agencies toll free, 1-888-5-OPT-OUT (1-888-567-8688); or write them individually at: Experian Marketing Services, Attn: Opt-out Services, P.O. Box 80128, Lincoln, NE 68521; Equifax Information Services LLC, P.O. Box 740123, Atlanta, GA 30374-0123; TransUnion Opt Out Request, P.O. Box 505, Woodlyn, PA 19094.

**MILITARY LENDING ACT NOTICE**

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

To hear this same disclosure and a general description of your payment obligations for this credit card account, please call us toll-free at: 844-788-8999.

During any period in which the Military Lending Act (“the Act”) applies to you, no provision of your Cardholder Agreement that is inconsistent with the Act shall apply and your Cardholder Agreement shall be interpreted to comply with the Act.

**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.

**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:

Capital One, P. O. Box 30258, Salt Lake City, UT 84130-0258

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 or notify us electronically, 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 our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

While we investigate whether or not there has been an error, the following are true:

- 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 until we send you a notice about the outcome of our investigation, 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. 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; and
2. 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:

Capital One, P. O. Box 30258, Salt Lake City, UT 84130-0258

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.