



CAPITAL ONE® ACCOUNT TERMS

Before you submit your application, please read through these Account Terms, which contain additional information about eligibility, rates, fees, and other costs, as applicable.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	26.99%. This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	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.
For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	None.
Penalty Fees	
• Late Payment	Up to \$40.

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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.

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.

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.

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: Purchase APR: Prime plus 22.24%. Any increase in the Prime Rate may increase your Interest Charges and your Minimum Payment.

How Do You Determine My Credit Line? We will determine your credit line after a review of your application and your ability to pay.

What Are The Daily Periodic Rates Used To Calculate My Interest? The daily periodic rate for your Purchase APR is 0.07395%. See the “How Do You Calculate the Interest Charge?” section.

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 “New Balance” (which does not include Credit Plans with special repayment terms), plus billed Interest Charges, 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.

THINGS YOU SHOULD KNOW ABOUT THIS REWARDS PROGRAM

HOW POINTS ARE EARNED InCircle members earn 2 base points per eligible dollar spent from \$1-\$74,999 for calendar year-to-date net purchases, retroactive to the first dollar spent that year. At the \$75,000 eligible net spend threshold, InCircle members will earn 5 base points per eligible dollar thereafter on calendar year-to-date net purchases. Points cannot be earned on sales tax, shipping, alterations, gift packaging, fur services, monogramming, beauty salons, valet parking, and the upkeep of shoes, handbags, optical, and precious jewelry. Other exclusions apply.

INCIRCLE BONUS POINTS OFFER OPEN A CREDIT CARD Offer valid January 1 - December 31, 2022. You will earn 5,000 InCircle Bonus Points when you open an account and make a qualifying purchase within 30 days in store or online at Neiman Marcus, Bergdorf Goodman, or Horchow. Not valid on trunk shows, sales tax, shipping, gift packaging, alterations, fur services, monogramming, beauty salons, valet parking, Neiman Marcus Gift Cards, upkeep of shoes, handbags, optical, and precious jewelry, or purchases from Last Call stores. Bonus points are in addition to standard InCircle point earnings.

HOW POINTS ARE REDEEMED You must acquire a total of 10,000 points in a calendar year in order to receive an InCircle Point card. Point Cards expire approximately six months from issue. Members can opt-out of automatic Point Card issuing by calling 1.888.INCIRCLE.

ADDITIONAL DISCLOSURES & TERMS AND CONDITIONS

By applying for this credit card Account issued by Capital One, N.A. (Capital One®), I understand that I may not be approved if:

- My application is missing required information or the information is unreadable, inaccurate or cannot be verified.
- My address is: a) outside of the 50 United States, Washington, D.C., or a U.S. military location, or b) 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 5 or more Capital One credit cards or have been in default on a Capital One credit card within the past year. "Capital One credit card" may refer to any card issued by Capital One, including co-brand and retail cards.
- 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 Neiman Marcus/Bergdorf Goodman and to Capital One, N.A. I authorize Capital One, N.A. and Neiman Marcus/Bergdorf Goodman to exchange information about me so that I can receive the benefits and services of the Neiman Marcus/Bergdorf Goodman credit card program, and so that Neiman Marcus/Bergdorf Goodman 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, 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 am bound by the Customer Agreement terms and all future revisions.
- 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.
- This offer is nontransferable.
- 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.

THINGS YOU SHOULD KNOW ABOUT THIS CARD

How Can I Avoid Paying Interest Charges? We will not charge you interest on new non-promotional purchases if you pay the full non-promotional Purchases balance displayed on your Statement each month, plus any minimum payment due appearing on your Statement. More information about Interest Charges, including treatment of promotional balances, can be found in the Customer Agreement, in the section titled "Interest Charges and Fees."

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 purchases 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, and 2) multiply the result by the number of days in the billing period.

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.

How Is The Interest Charge Applied? 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.

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 an APR of 21%.

Credit Plan Description	Required Minimum Payment	Credit Plan Terms
6 or 12 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 purchase Credit Plan.

Are Unauthorized Use Claims Subject to Investigation and Verification? Yes.

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.

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.

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.

STATE-SPECIFIC INFORMATION

NOTICE FOR CALIFORNIA RESIDENTS: Applicants may, after credit approval, use the credit card account up to its credit limit and be liable for amounts extended under the plan to any joint applicant. If you are married, you may apply for credit in your own name.

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.

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