**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 | $395 annually. |
| Transaction Fees |  |
| Cash Advance | Either $5 or 5% of the amount of each cash advance, whichever is greater. |
| Penalty Fees |  |
| Late Payment | 2.99% of the unpaid portion of your minimum payment. |

**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?** Transfers and access checks are not allowed on this account.

**What Does No Preset Spend Limit Mean?** Your card has no preset spending limit. While there is no predetermined spending limit, this does not mean you have unlimited purchasing power on your card. The purchasing power adapts based on factors such as payment history, spending behavior, credit profile and other factors, which may be external. Check Confirm Purchasing Power on your online account or over the phone to verify how much you can spend.

**How Do I Get A Year-End Summary?** Your Capital One 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.

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**THINGS YOU SHOULD KNOW ABOUT THIS REWARDS PROGRAM**

**How do I earn rewards?** You will earn 10 miles per dollar on hotels and rental cars and 5 miles per dollar on flights booked through Capital One Travel using this Rewards card account, and 2 miles per dollar on all other purchases. Earnings will apply to 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. All purchases made outside of Capital One Travel such as hotel incidentals, upgrades or other expenses, will not earn the enhanced earn rate, but will receive the standard 2 miles per dollar earn rate.

**How does my spend bonus work?** You will earn 150,000 bonus miles if you spend at least $20,000 within 3 months of your rewards membership enrollment date and an additional 150,000 bonus miles if you spend at least $100,000 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 anniversary bonus work?** You will earn 10,000 bonus miles after your anniversary each year, starting with your first anniversary. Once you qualify for this bonus, we will apply it to your rewards balance.

**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 may 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 for travel?** You have two ways to redeem your miles for travel:
1) Redeem for past travel purchases
Simply book your travel through your preferred travel website, travel agent, or other travel resource using your Capital One Rewards card. Then, sign in to your account at capitalone.com, go to Rewards and select Cover Your Travel Purchases or call our Rewards Center to redeem your miles and receive an account credit for the cost of your travel purchase.

These redemptions must be made within 90 days from the date your travel purchase posts to your account. Your account credit is usually applied to your balance within 2 to 3 business days, but may take up to 60 days after the redemption. Redemptions for a portion of a purchase amount (partial redemptions) are available.

2) Book new travel reservations
Go online to travel.capitalone.com to book your flight, car rental or hotel and use your miles to pay for your travel. The number of miles needed for travel redemption varies and is based upon the cost of the travel purchase. Here is how it works:

Simply multiply the cost of your travel purchase by 100. For example, if your travel purchase costs $200, you would multiply that by 100 to determine you need 20,000 miles to redeem.

If your travel transaction includes taxes, surcharges, and fees, these expenses will be included in the overall calculation to determine how many miles are required for redemption. Separately itemized travel transactions on your statement cannot be combined for a single redemption. Please note that Capital One has no control over how merchants itemize and charge related transactions.

What types of travel purchases are eligible for Cover your Previous Travel Purchases? Purchases made from airlines, hotels, rail lines, car rental agencies, limousine services, bus lines, cruise lines, taxi cabs, travel agents and time shares are generally considered to be travel purchases and availability for redemption is based on the merchant category code assigned to them by the merchant. Capital One is not responsible for how merchants assign these codes.

Can I redeem my rewards for something other than travel? You can also redeem your miles for cash in the form of a check or account credit, gift cards and more. Rates for these other redemption options vary and can change in the sole discretion of Capital One. As an Accountholder, you can enroll in online servicing at capitalone.com to see a complete description of current redemption offers.

Is my account eligible to transfer rewards? Your account may be eligible to transfer rewards. You may be able to transfer your rewards between certain Capital One rewards accounts, and to select external Travel Loyalty Programs. 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.
• 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.

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, N.A. (Capital One®) and request that Capital One establish a Capital One 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.
Also ask to see your driver’s license or other identifying documents.

To obtain, verify and record information that identifies each person who opens an 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. Several items may be reflected on your business credit report. Late payments, missed payments or other defaults on your business account may be reflected on your personal credit report.

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.

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 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.
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.