



CAPITAL ONE® APPLICATION TERMS

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<p>0% introductory APR for the first 12 months.</p> <p>After that, your APR will be 15.15%, 19.15%, 22.15% or 25.15%, based on your creditworthiness.</p> <p>This APR will vary with the market based on the Prime Rate.</p>
APR for Transfers	<p>15.15%, 19.15%, 22.15% or 25.15%, based on your creditworthiness.</p> <p>This APR will vary with the market based on the Prime Rate.</p>
APR for Cash Advances	<p>27.15%.</p> <p>This APR will vary with the market based on the Prime Rate.</p>
Penalty APR and When It Applies	<p>31.65%.</p> <p>This APR will vary with the market based on the Prime Rate.</p> <p>This APR may be applied to your account if you make a late payment.</p> <p>How Long Will the Penalty APR Apply? If APRs are increased for a payment that is late, the Penalty APR may apply indefinitely.</p>
Paying Interest	<p>Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and transfers on the transaction date.</p>
Minimum Interest Charge	<p>No Minimum Interest Charge.</p>
For Credit Card Tips from the Consumer Financial Protection Bureau	<p>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.</p>

Fees	
Annual Fee	None.
Transaction Fees	
• Transfer	None.
• Cash Advance	Either \$10 or 3% of the amount of each cash advance, whichever is greater.
Penalty Fees	
• Late Payment	Up to \$38 .
• Returned Payment	Up to \$25 .

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.

Can I Lose My Introductory APR? We may end your introductory APR and apply the Penalty APR if you make a late payment.

Am I Eligible For This Offer? Please refer to the enclosed Additional Disclosures & Terms and Conditions.

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, the minimum credit line you will receive is \$500.

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 APR Be If I Transfer A Balance? Any balances you transfer will receive a Transfer APR and post to your account's Special Transfer segment.

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.

If My Rate Is Increased To The Penalty Rate, Will It Ever Be Reviewed For A Possible Decrease? Yes, in this situation, we'll periodically review your account for a rate decrease.

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 on the following segments(s) will be updated quarterly and will take effect on the first day of your January, April, July and October Billing periods: Non-Introductory Purchase APR: Prime plus 9.65%, 13.65%, 16.65% or 19.65%; Transfer APR: Prime plus 9.65%, 13.65%, 16.65% or 19.65%; Cash Advance APR: Prime plus 21.65%; Penalty APR: Prime plus 26.15%. Any increase in the Prime Rate may increase your Interest Charges and your Minimum Payment.

What Are The Daily Periodic Rates Used To Calculate My Interest? The daily periodic rate for your Introductory Purchase APR is 0.00000%; Non-Introductory Purchase APR is 0.04151%, 0.05247%, 0.06068% or 0.06890%; Transfer APR is 0.04151%, 0.05247%, 0.06068% or 0.06890%; Cash Advance APR is 0.07438%; and Penalty APR is 0.08671%.

How Do You Calculate My Minimum Payment? If your balance is less than \$27, your minimum payment will be equal to your balance. Otherwise, your minimum payment will be the greater of \$27 or 1% of your balance plus new interest and late payment fees. We will also add any past due amount to your minimum payment. If your Account charges off, the entire balance is due immediately.

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 Canada; 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 acknowledge that if I am approved for this credit card account, Capital One may contact me from time to time 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 expressly consent to receive calls and messages, including prerecorded messages and text messages, at that number from Capital One and their authorized agents including with an automatic telephone dialer (autodialer).

ABOUT YOUR EARNINGS FROM GM

HOW YOU EARN

You earn 5% of your first \$5,000 in net BuyPower Card purchases (purchases minus any credits or returns) during each Account Year as Earnings. Your Account Year begins on the first day of the month in which your BuyPower Card is initially opened and restarts each year on that date. After that, you will continue to earn at a rate of 2% Earnings on all other net purchases for the remainder of your Account year. There is no limit to the amount you may earn within an Account Year.

Earnings from the BuyPower Card cannot be combined with Earnings from any other GM Card, GM Flexible Earnings Card, GM Extended Family Card or BuyPower Card product.

You will not receive Earnings on any:

- Transferred balances
- Cash advances
- Convenience checks, Transfer Checks or any other account access checks
- Automated Teller Machine (ATM) withdrawals
- Finance charges, fees and certain other non-product/service transactions
- Money orders, traveler's checks, postage stamps, savings bonds, gambling transactions, casino betting chips, lottery tickets and other cash-like transactions

HOW YOU MAY REDEEM

Your available Earnings:

- may not be redeemed for cash or any cash equivalent; and

- can be redeemed toward the retail purchase or lease of any new vehicle from Chevrolet, Buick, GMC or Cadillac; and
- may be redeemed in their entirety; and
- are in addition to other discounts GM may offer with certain exceptions.

These exceptions include some private offers, such as:

- GM Employee Discount Program
- GM Company-Owned Vehicle Discount
- GM Supplier Discount Program
- Other exceptions may apply.

Please visit buypowercard.com for full Earnings Program details.

WHEN YOU MAY REDEEM

Earnings do not expire and can be used anytime unless already used, your account is closed, or your Earnings are terminated under The BuyPower Business Card Earnings Program Rules.

OTHER RULES

To participate in this program, your BuyPower Card account must be open and in good standing. All Earnings and redemptions are subject to The BuyPower Card Earnings Program Rules. These rules will be sent to you after you become a cardholder.

GM reserves the right to change or terminate the Program and its rules or awards at any time.

THINGS YOU SHOULD KNOW ABOUT THIS CARD

When Can I Request A Transfer? You may call to request a transfer 10 days after your Account is opened. 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, Sony, GM, BuyPower Card, Union Plus, and Teamster Privilege.

How Can I Avoid Paying Interest Charges? If you pay your Statement's "New Balance" in full by the due date, we will not charge interest on any new transactions that post to the purchase Segment. 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 portion of the balance that you did not pay. For Cash Advances and Transfers, we will start charging interest on the transaction date. Certain promotional offers may allow you to pay less than the total new balance and avoid paying Interest Charges on new purchases.

How Do You Calculate The Interest Charge? We use a method called Average Daily Balance (including new transactions).

1. First, for each Segment, we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that Segment as of that day. The result is the daily balance for each Segment.

2. Next, for each Segment, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each Segment.

3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each Segment by the daily periodic rate (APR divided by 365) for that Segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all Segments 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 slightly from the Interest Charge actually assessed.

How Is The Interest Charge Applied? Interest Charges accrue from the date of the transaction or the first day of the Billing Cycle. Interest Charges accrue on every unpaid amount until it is paid in full. This means you may owe Interest Charges even if you pay the entire "New Balance" for one Billing Cycle, but did not do so the previous Billing Cycle. Unpaid Interest Charges are added to the corresponding Segment of your Account.

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 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.

This credit card is issued by Capital One, N.A. General Motors is responsible for the operation and administration of the Earnings Program.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

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