CAPITAL ONE® APPLICATION TERMS

<table>
<thead>
<tr>
<th>Interest Rates and Interest Charges</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Percentage Rate (APR) for Purchases and Transfers</strong></td>
<td><strong>0%</strong> introductory APR for the first 15 months that your account is open. After that, your APR will be <strong>15.49%</strong>, <strong>21.49%</strong> or <strong>25.49%</strong>, based on your creditworthiness. This APR will vary with the market based on the Prime Rate.</td>
</tr>
<tr>
<td><strong>APR for Cash Advances</strong></td>
<td><strong>25.49%</strong>. This APR will vary with the market based on the Prime Rate.</td>
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</tbody>
</table>

| Paying Interest | 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 transfers on the transaction date. |

| 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. |

<table>
<thead>
<tr>
<th>Fees</th>
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<tbody>
<tr>
<td><strong>Annual Fee</strong></td>
<td>None.</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Transaction Fees</th>
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<tbody>
<tr>
<td>• <strong>Transfer</strong></td>
<td>3% of the amount of each transferred balance that posts to your account during the first 15 months that your account is open or at a promotional APR that we may offer you at any other time. None for transferred balances at the Purchase APR after the first 15 months that your account has been open.</td>
</tr>
<tr>
<td>• <strong>Cash Advance</strong></td>
<td>Either $10 or 3% of the amount of each cash advance, whichever is greater.</td>
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<tr>
<th>Penalty Fees</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>• <strong>Late Payment</strong></td>
<td>Up to $39.</td>
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</tbody>
</table>

**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.

**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.

**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?** Any transferred balance that posts to your account at an introductory or promotional APR that we may offer you will incur a 3% Transfer Fee. If you make a Transfer at the Purchase APR, that transfer will not incur a 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 on the following segment(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 10.74%, 16.74% or 20.74%; Non-Introductory Transfer APR: Prime plus 10.74%, 16.74% or 20.74%; Cash Advance APR: Prime plus 20.74%. 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 Introductory Purchase APR is 0.00000%, Non-Introductory Purchase APR is 0.04244%, 0.05888% or 0.06984%, Introductory Transfer APR is 0.00000%, Non-Introductory Transfer APR is 0.04244%, 0.05888% or 0.06984%, and Cash Advance APR is 0.06984%. 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 $25, your minimum payment will be equal to your balance. Otherwise, your minimum payment will be the greater of $25 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.

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

THINGS YOU SHOULD KNOW ABOUT THIS REWARDS PROGRAM

How do I earn rewards? You will earn 1.5% 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 $150 bonus if you spend at least $500 within 3 months of your rewards membership enrollment date. Once you qualify for this bonus, we will apply it to your rewards balance within two billing cycles. Existing or previous Accountholders may not be eligible for this one-time bonus.

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 or contact our Rewards Center. 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.

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.
Are Unauthorized Use Or $0 Fraud Liability 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.

**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. 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.

**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 30279, Salt Lake City, UT 84130-0279**

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 will 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 30279, Salt Lake City, UT 84130-0279

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.

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