# CAPITAL ONE® IMPORTANT DISCLOSURES

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>25.49%.</b> 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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
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 <b>\$35</b> .

**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.

**How Do You Determine My Credit Line?** We will determine your credit line after a review of your application and your ability to pay. Note to Lord & Taylor employees: If your application is approved, the minimum credit line you will receive is \$100.

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 each month if the Prime Rate changes. We calculate variable rates by adding a percentage to the Prime Rate published in *The Wall Street Journal* that is in effect on the last day of each month. Variable rates will be updated monthly and will take effect on the first day of your next Billing Cycle: Purchase APR: Prime plus 22.24%. Any increase in the Prime Rate may increase your Interest Charges and your minimum payment due.

What Are The Daily Periodic Rates Used To Calculate My Interest? The daily periodic rate for your Purchase APR is 0.06984%. See the "How Do You Calculate the Interest Charge?" section.

**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 "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.

## **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.

## 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 Regular Purchase Credit Plan balance displayed on your Billing Statement each month, plus any minimum payments required on promotional Credit Plans. Additional amounts may be required during the final two months of any Same as Cash promotion. More information about Interest Charges, including treatment of promotional balances, can be found in the attached 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).

- 1. First, for each Credit Plan 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 Credit Plan as of that day. The result is the daily balance for each Credit Plan.
- 2. Next, for each Credit Plan, 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 Credit Plan.
- 3. At the end of each Billing Cycle, for all Credit Plans other than Same As Cash, we multiply your Average Daily Balance for each Credit Plan by the daily periodic rate (APR divided by 365) for that Credit Plan, and then we multiply the result by the number of days in the Billing Cycle. 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.
- 4. 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 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 Credit Plan of your Account. For Waived Interest Charge Credit Plans, no interest is charged for the promotional period. For Same As Cash Credit Plans, no interest is charged if the full cash sales price is paid in full before the promotion expiration date.

What Promotional Financing May be Available Under My Account? Offer available on minimum approved purchase of \$500 made on your Account. Your Account must be open and current to be eligible for this offer. Offer valid for fine jewelry and fine watch purchases only. For eligible purchases, the purchase amount is divided into 12 equal monthly payments and will be assessed a 0% APR effective for 12 months, or until the purchase is paid in full. This special repayment term will be added to your normal minimum payment due on non-promotional Credit Plans. The minimum payment for these promotional Credit Plans will never be less than \$25.

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.

#### 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.

#### 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 PO 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.
- <u>Description of problem:</u> 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 <u>in writing</u>. 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:

- <u>If we made a mistake:</u> 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, 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 PO 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.

#### 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 <a href="http://www.dfs.ny.gov">http://www.dfs.ny.gov</a>.

**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.

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