CAPITAL ONE® IMPORTANT DISCLOSURES

Interest Rates and Interest Charges

| Annual Percentage Rate (APR) for Purchases and Transfers | 24.9%  
This APR will vary with the market based on the Prime Rate. |
| APR for Cash Advances | 24.9%  
This APR will vary with the market based on the Prime Rate. |
| 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 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. |

Fees

| Annual Fee | None. |
| Transaction Fees | None. |
| Cash Advance | Either $10 or 3% of the amount of each cash advance, whichever is greater. |
| Penalty Fees | Up to $35. |

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 in the enclosed Additional Disclosures.

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 below Additional Disclosures.

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

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 APR Be if I Transfer A Balance?
Any balances that you transfer will receive your Transfer APR and will be posted to the Purchase segment of your account.
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 each month. 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: Purchase APR: Prime plus 21.65%; Transfer APR: Prime plus 21.65%; Cash Advance APR: Prime plus 21.65%. Any increase in the Prime rate may increase your Interest Charges and your Minimum Payment.

Why Does Capital One Require A Security Deposit?
The security deposit is used as collateral against your credit line. The security deposit is only refundable if you close your account and pay your balance in full.

What Is The Minimum Security Deposit Amount?
Your minimum security deposit amount will be either $49, $99 or $200, based on our review of your credit history and application information.

How Do You Determine My Credit Line?
If your application is approved and you provide the security deposit requested prior to the expiration date, you will receive the minimum credit line of $200.

What Are The Daily Periodic Rates Used To Calculate My Interest?
The daily periodic rate for your Purchase APR is 0.06822%, Transfer APR is 0.06822%, and Cash Advance APR is 0.06822%. See "How Do You Calculate The Interest Charge?" section in the below 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 is 180 days past due, part of a bankruptcy proceeding or otherwise charged off, the entire balance is due immediately.

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ADDITIONAL DISCLOSURES & TERMS AND CONDITIONS

I am applying to Capital One Bank (USA), N.A. (Capital One®) for a credit card account.

By applying, I understand that I am not eligible for this offer if:
- My application is received after this offer has expired, 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; b) a correctional institution.
- My monthly income does not exceed my monthly rent/mortgage payment by at least $425 (my monthly income is my disclosed total annual income divided by 12) or I am otherwise determined to be unable to make my monthly payments based on income, estimated living expenses and other debt I am responsible for.
- I am under 18 years of age or do not have a valid Social Security Number or Individual Taxpayer Identification Number.
- I do not have a checking or savings account.
- I have previously applied for a Capital One credit card 3 or more times in the last 45 days.
- I have 2 or more open credit card accounts with Capital One.
- I have a Capital One credit card that is past due.
- I am over my credit line on a Capital One credit card.
- I have had a Capital One credit card that has charged off within the past year.
- I have a non-discharged bankruptcy (one that is still unresolved).
Capital One credit card may refer to any card issued by Capital One, including co-brand and retail cards.

With respect to this offer, I acknowledge that:
- Even if I am otherwise eligible for this offer, approval is based upon satisfying Capital One's credit standards.
- Any delinquencies and default history I may have may be considered in determining my creditworthiness.
- Capital One may contact me to obtain or confirm application information. Capital One's decision to contact me may be based on my creditworthiness.
- I authorize Capital One to check my credit and employment history and to answer questions about its credit experience with
If I am interested in transferring a balance, I may call the customer service number with that request 10 days after my account has been opened.

I will be required to provide a security deposit to qualify for this account. I understand that I am granting Capital One a security interest in these funds and that they will be used as collateral to secure my credit card obligations. I may not make any withdrawals from the deposited funds. I understand that my security deposit will not earn interest.

If I am approved, Capital One may contact me from time to time regarding my Card and Account as described in my Capital One Customer Agreement and Security Agreement, where applicable. 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).

I will receive the Capital One Customer Agreement, which includes the Security Agreement, and am bound by its terms and all future revisions.

This offer is nontransferable.
The terms of this offer may not be applied to existing Capital One accounts.
Capital One will retain my response form whether or not it is approved.
An applicant, if married, may apply for a separate account.
Certain restrictions apply to the card benefits in this offer. Full details will be mailed to me upon approval.
Everything that I have stated in this application is correct to the best of my knowledge.

**THINGS YOU SHOULD KNOW ABOUT THIS CARD**

**When Can I Request A Balance Transfer?**
You may call the customer service number with that request 10 days after your account has been opened.

**How Do You Apply My Payment?**
We will apply payments up to your minimum payment first to the balance with the lowest APR (including 0% APR), and then to balances with higher APRs. We apply any part of your payment exceeding your minimum payment to the balance with the highest APR, and then to balances with lower APRs.

**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 balance. If you have been paying your account in full with no interest charges, but then you do not 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 special transfers, we will start charging interest on the transaction date. From time to time, we may give you offers that allow you to pay less than the total balance and avoid interest charges on new transactions that post to your purchase balance. If we do, we will provide details in the specific offer.

**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 calendar day of the billing period. 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” one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your account. However, we reserve the right to not assess interest charges at any time.

**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 segment, 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 segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month’s balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances.

Next, to find your Average Daily Balance: 1) add the daily balances together for each segment, 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 that segment, and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**Are Unauthorized Use Or $0 Fraud Liability Claims Subject To Investigation And Verification?**
Yes.

**How Can I Get Started With Capital One® Credit Tracker?**
After you’re approved and receive your Welcome Kit from Capital One, set up your account for online banking through our website or mobile banking application. Once you read and agree to the Credit Tracker Terms and Conditions, you can get started.

**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 apply for or 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.

**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.

**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  
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 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 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.