CAPITAL ONE® APPLICATION TERMS

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases and Transfers	**17.49%**, **20.49%** or **23.49%**, based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	**31.24%**. This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	**33.65%**. This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you make a late payment.
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**.
Fees	
Annual Fee	**None.**
Transaction Fees	
• Transfer	**None.**
• Cash Advance	Either **$5** or **5%** of the amount of each cash advance, whichever is greater.
Penalty Fees	
• Late Payment	Up to **$39**.

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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.

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 you transfer will receive a Transfer APR and post to your account's Purchase segment. Any balances transferred after that date will receive a Purchase APR and post to the Purchase segment of your account unless the transfer is made in connection with a future offer from us.

Can You Change My APRs? If your payment is received late (3 or more days after your payment due date) twice within any 12 billing periods, we may increase your APRs to the Penalty APR disclosed above. If we increase your APRs to the Penalty APR, we may return you to your previous APRs if you make at least the minimum payment on time for 12 consecutive billing periods. 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, or if you paid late as disclosed above, we will notify you in writing.

What About Any Other Terms Of My Account? We may change any other terms of your account, other than APRs, at any time. If we change any of these terms, we will notify you in writing of your options in advance, including the right to opt out of certain changes.

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: Purchase APR: Prime plus 9.99%, 12.99% or 15.99%; Transfer APR: Prime plus 9.99%, 12.99% or 15.99%; Cash Advance APR: Prime plus 23.74%; Penalty APR: Prime plus 26.15%. 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. If your application is approved, the minimum credit line you will receive is $2,000.

What Are The Daily Periodic Rates Used To Calculate My Interest? The daily periodic rate for your Purchase APR is 0.04792%, 0.05614% or 0.06436%, Transfer APR is 0.04792%, 0.05614% or 0.06436%, Cash Advance APR is 0.08559%, and Penalty APR is 0.09219%. 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 $15, your minimum payment will be equal to your balance. Otherwise, your minimum payment will be the greater of $15 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.

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THINGS YOU SHOULD KNOW ABOUT THIS REWARDS PROGRAM

How do I earn rewards? You will earn 1.5 miles per dollar 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 50,000 bonus miles if you spend at least $4,500 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.

How do I earn my rewards for purchases made through Capital One Travel? You will earn 5 miles per dollar for purchases (hotel and car rental only) made through Capital One Travel using this Rewards card account. Earnings will apply to net purchases (purchases minus any credits or returns) only. Purchases made outside of Capital One Travel, such as hotel incidentals, upgrades or other expenses, will not earn 5 miles per dollar, but will receive the standard purchase earn rate.

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.

ADDITIONAL DISCLOSURES & TERMS AND CONDITIONS

I, as the Business Signer, 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 Business Signer and the Business, through the Business Signer, 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 Spark Business Credit Card account (“Account”) and issue a credit card on the Account to the Business Signer whose signature appears on this application and to all “Authorized Users” for whom additional cards are requested.
iii. Request that Capital One make a virtual card number available to the Authorizing Signatory whose signature appears on this application when logging into the Capital One mobile app or website.
iv. 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.
v. Acknowledge and agree that all cards and convenience checks will be used solely for business or commercial purposes and not for personal, family or household purposes.
vi. Agree that the Business and the Business Signer will be liable for all transactions made with all cards and convenience checks on the Account.
vii. Acknowledge that each Authorized User is duly employed by the Business as of the date a card is requested for such Authorized User.
viii. Agree to be individually, jointly and severally liable for all charges to the card(s) issued to the above Authorized Users.
ix. Agree that the Business Signer and the Business, including all Authorized Users, may be contacted by Capital One regarding all cards and the account as described in the Customer Agreement. For example, providing a mobile telephone number in connection with this account expressly permits Capital One to use that number to contact the relevant party. Contact includes receiving messages from Capital One and their authorized agents, including prerecorded and text messages, and calls with an automatic telephone dialer (autodialer).
x. Authorize the receipt and exchange of credit information on both the Business Signer and the Business, including the exchange of information between Capital One and affiliates. Our agreement terms (for example, rates and fees) are subject to change. Everything that is stated in this application is true to the best of our knowledge. We understand that the Business Signer and each Authorized User must be 18 years or older and that the Business must be a U.S. business with an address inside of the 50 United States, Washington, D.C., or a U.S. military location to qualify for this offer. In addition, we understand that the Business Signer must hold a position, such as owner or president, having the authority to legally bind the Business. We understand that approval is based upon satisfying Capital One’s credit standards. Any delinquencies and default history may be considered in determining creditworthiness.
xi. Authorize Capital One to check the Business’s credit record and the Business Signer’s credit record and employment history. Capital One may contact the Business Signer to obtain or confirm application information. Capital One’s decision to contact the Business Signer may be based on creditworthiness. This offer is nontransferable.

THINGS YOU SHOULD KNOW ABOUT THIS CARD

When Can I Request A Transfer? You may request a transfer 10 days after your account is opened. Your account may not always be eligible for Transfers. Transfer eligibility is determined by Capital One at our discretion. 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.

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 each month, we will not charge interest on any new transactions that post to the purchase balance. 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 unpaid balance. For cash advances and 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 to new transactions that post to your purchase balance. If we do, we will provide details in the specific offer.

How Is The Interest Charge Determined? Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first day of the billing period. Interest accrues daily on every unpaid amount until it is paid in full. Any interest that has accrued during a billing period will post to your Account at the end of the billing period and will appear on your next Statement. This means you may owe Interest Charges even if you pay the entire "New Balance" one month, but did not do so the previous month. For example, even if a customer pays their balance in full on a February 26th due date, interest would continue to accrue on the balance from February 2nd (the start of the Billing Cycle) through February 26th, and will appear on their next Statement. Once you start accruing Interest Charges, you generally must pay your New Balance in full for two consecutive Billing Cycles before Interest Charges stop being posted to your Statement. Interest Charges are added to the proper segment of your account. However, we reserve the right to not assess Interest Charges.

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

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.

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.

FRAUD LIABILITY NOTICE

Claims of unauthorized use or $0 Fraud Liability are subject to verification and investigation.

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Capital One supports information privacy protection: see our Web site at www.capitalone.com.