



CAPITAL ONE® APPLICATION TERMS

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	0% introductory APR for the first 12 months. After that, your APR will be 19.24% . This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	27.15% . This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	27.24% . 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. How Long Will the Penalty APR Apply? If APRs are increased for a payment that is late, the Penalty APR may apply indefinitely.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on 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.
Minimum Interest Charge	No Minimum Interest Charge.
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	
• 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 \$2,000.

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.

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 13.74%; Cash Advance APR: Prime plus 21.65%; Penalty APR: Prime plus 21.74%. 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 0.05271%; Cash Advance APR is 0.07438%; and Penalty APR is 0.07463%.

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

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).

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 Bank (USA), N.A. (Capital One®) and request that Capital One establish a BuyPower 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. 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.
- iv. 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.
- v. Agree that the Business and the Business Signer will be liable for all transactions made with all cards and Convenience Checks on the Account.
- vi. Acknowledge that each Authorized User is duly employed by the Business as of the date a card is requested for such Authorized User.
- vii. Agree to be individually, jointly and severally liable for all charges to the card(s) issued to the above Authorized Users.
- viii.

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).

- ix. 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 a U.S. citizen or permanent resident alien 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.

- x. 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.
- xi. Authorize Capital One and GM to exchange information about my application and my Account so that I can receive the benefits and services of this Card rewards program, and so that GM can inform me of additional information, offers, and opportunities.

ABOUT YOUR EARNINGS FROM GM

HOW YOU EARN

You earn 5% for each \$1 in Net Purchases made on dealership parts and service at authorized new GM Vehicle Dealers. You earn 3% for each \$1 in Net Purchases made in gas stations, restaurants and office supply stores. You earn 1% for each \$1 spent on all other Net Purchases with no limit on the amount of Earnings that can be accumulated.

You will not receive Earnings on any:

- Cash Advances
- Convenience Checks or 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 REDEEM

Your available Earnings:

- may not be redeemed for cash or any cash equivalent;
- can be redeemed toward the purchase or lease of more than 30 eligible, new vehicles from Chevrolet, Buick, GMC or Cadillac;
- may be redeemed in their entirety;
- are in addition to other discounts GM may offer.

Please visit buypowerbusinesscard.com for full Earnings Program details.

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

OTHER RULES

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

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

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THINGS YOU SHOULD KNOW ABOUT THIS CARD

How Do You Apply My Payment? We generally 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, 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 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 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.

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.

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.

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