| Darvin Furnit   | ure Card Progr   | am  |  | person may apply for individual credit, you are applying for:<br>er person, complete entire application.<br>plete only applicant section.  |
|---|--|---|--|--|
| APPLICANT (Pleas  | e Print)   |   |  |  |
| First Name  | <u> </u>   | Name  | Social Security Numb   | er Date of Birth (MM/DD/YYYY) / /  |
| Address   |  | Apt. # City   | State Zip Code   | Home Phone   |
| Work Phone  |  | Rent/Lease Other/Misc. \$   | ncome* (Gross) Check if you have a:  Checking Account Savings Account  | E-Mail Address (Optional)  |
| 37 11   | •  | *   | considered as a basis for paying this obligation.  sident - complete name and a  | addroce only)  |
| First Name  | Middle Initial   | Last Name   | Social Security Number   |  |
| Address   |  | Apt. # City   | State Zip Code   | Home Phone   |
|   |  |   |  | ( )  |
| Work Phone  | Annual Inc   | ome* (Gross)  |  |  |
| ( )   | \$<br>GNATURE REQUIRED E   | RELOW   |  |  |
| both Darvin Furniture, and about my Account(s) and information, offers and op source we choose. By co and you are requesting a or permitting others to sig Important Terms of Your C which are incorporated he a copy of your Important | If to Capital One <sup>®</sup> , N.A. ("we", myself so that I can receive the portunities. You agree that we mpleting and signing this app. Card issued to you by us whigh sales slips; c) making or predit Card Account, Form 602 are in by reference, and to the Terms before making any pure and that you shall be liable for | "us"), the issuer of the Darvin<br>ne benefits and services of the<br>may obtain a credit bureau re-<br>plication, you are applying for<br>ich will allow you to make pure<br>remitting others to make purc<br>22-001-38-US-27 (12-12), sta<br>Cardholder Agreement and Dichase under this Account. Ter | Furniture credit card. I authorize Capital O a Darvin Furniture Credit Card program, and port on you and we may check any of the is a credit limit in the highest amount we dechases under this Account. By a) signing, whases by telephone, Internet, or any other ited on both sides of this combined applications is closure Statement which shall be sent to the sare attached. If this is a joint credit applications are attached. | re furnishing all such information on this application to<br>ne, N.A. and Darvin Furniture to exchange information<br>of so that Darvin Furniture can inform me of additional<br>information provided on this application from whatever<br>em appropriate, regardless of any initial sale amount,<br>using or permitting others to use this Card; b) signing<br>means, you agree to the terms and conditions of this<br>tion and Important Terms of Your Credit Card Account,<br>you with the credit card. You have read and received<br>plication, you understand that each applicant has the<br>t us a purchase money security interest in the goods |
| Applicant's Signature   |  | Date (MM/DD/YY)   | Joint Applicant's Signature  | Date (MM/DD/YY)  |
| <b>L</b>  |  | / /   | <b>L</b>   | / /  |
| (For Darvin Furniture   | e Use Only) INITIAL  | SALE AMT  | _ CREDIT LIMIT I.D. V  | erified by:  |
| I.D. #1 Photo ID (Applica   | nt) Type:  | I.D. #  | State  | Date of Issue / Exp. Date /  |
| I.D. #2 Credit Card (A  | Applicant) $\square$ MC $\square$ V  | ∕ISA □AMEX □ □  | OISCOVER OTHER Exp. Date   | e/   |
| I.D. #1 Photo ID (Joint A)  | pplicant) Type:  | I.D. #  | State  | Date of Issue / Exp. Date /  |
| I.D. #2 Credit Card (J  | oint Applicant)  | □ VISA □ AMEX [   | □ DISCOVER □ OTHER Exp   | Date/  |
| ACCOUNT#  |  |   | (Account #'s may   | be either 15 or 16 digits in length)   |

6022-001-38-US-27 (12-12)





## **FACTS**

## WHAT DOES CAPITAL ONE® DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Account transactions and credit card or other debt

### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Capital One chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information  | Does Capital One share? | Can you limit this sharing? |
|---|-------------------------|-----------------------------|
| For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | YES                     | NO                          |
| For our marketing purposes— to offer our products and services to you   | YES                     | NO                          |
| For joint marketing with other financial companies  | YES                     | NO                          |
| For our affiliates' everyday business purposes— information about your transactions and experiences   | YES                     | NO                          |
| For our affiliates' everyday business purposes—information about your creditworthiness  | YES                     | YES                         |
| For our affiliates to market to you   | YES                     | YES                         |
| For nonaffiliates to market to you  | YES                     | YES                         |

# To limit our sharing

■ Call 1-800-365-3804 — our menu will prompt you through your choice(s).

#### Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

### **Questions?**

| Who we are   |   |
|--|---|
| Who is providing this notice?  | This notice is being provided by Capital One with respect to your Darvin Furniture credit card.   |
| What we do   |   |
| How does Capital One protect my personal information?                              | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.   |
| How does Capital One collect my personal information?                              | We collect your personal information, for example, when you  ■ Open an account or deposit money  ■ Pay your bills or apply for a loan  ■ Use your credit or debit card  We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.  |
| Why can't I limit all sharing?   | Federal law gives you the right to limit only  Sharing for affiliates' everyday business purposes—information about your creditworthiness  Affiliates from using your information to market to you  Sharing for nonaffiliates to market to you  State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. |
| What happens when I limit sharing for an account I hold jointly with someone else? | Your choices will apply to everyone on your account.  |
| Definitions  |   |
| Affiliates   | Companies related by common ownership or control. They can be financial and nonfinancial companies.  Our affiliates include financial companies with the Capital One, Chevy Chase, Onyx, and Greenpoint names, such as Capital One Bank (USA), National Association; and Capital One, National Association.   |
| Nonaffiliates  | Companies not related by common ownership or control. They can be financial and nonfinancial  |

## Our joint marketing partners include companies such as other banks and insurance companies.

Other important information

Joint marketing

companies.

products or services to you.

**CA and VT Residents:** We will not share your information with companies outside of Capital One, except for our everyday business purposes, for marketing our products and services to you or with your consent.

co-branded partners, retailers, data processors and advertisers.

Nonaffiliates we share with can include insurance companies, service providers,

A formal agreement between nonaffiliated financial companies that together market financial

VT Residents only: We will not disclose credit information about you within or outside the Capital One family of companies except as required or permitted by law.

**NV Residents:** Notice provided pursuant to state law. To be placed on our internal Do Not Call List, call 1-800-365-3804. If you would like more information about telemarketing practices, you may contact us at Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285 or <a href="webinfo@capitalone.com">webinfo@capitalone.com</a>. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 1-702-486-3132; e-mail: <a href="mailto:BCPINFO@ag.state.nv.us">BCPINFO@ag.state.nv.us</a>.

**Telephone Communications:** All telephone communications with us or our authorized agents may be monitored or recorded. The above notice applies only to your Darvin Furniture credit card account with Capital One and does not apply to any other accounts you have with the Capital One family of companies.

## 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.

| Interest Rates and Interest Charges  |  |  |
|--|--|--|
| Annual<br>Percentage<br>Rate (APR) for<br>Purchases                            | 21.6%  |  |
| Penalty APR and When it Applies  | 25.6% This APR may be applied to your account if you make a late payment. How Long Will the Penalty APR Apply?: If your APRs are increased for this reason, the Penalty APR may apply indefinitely.  |  |
| How to Avoid<br>Paying Interest<br>on Purchases                                | Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.   |  |
| Minimum<br>Interest Charge   | If you are charged interest, the charge will be no less than \$2.00.   |  |
| For Credit Card<br>Tips from the<br>Consumer<br>Financial<br>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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> |  |

| Fees                                 |                   |
|--------------------------------------|-------------------|
| Annual Fee                           | NONE              |
| Penalty Fees                         |                   |
| Late Payment                         | Up to <b>\$35</b> |
| Over the Credit Limit                | NONE              |
| <ul> <li>Returned Payment</li> </ul> | Up to <b>\$25</b> |

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)".

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

You may pay the entire New Balance at any time.

**NOTICE FOR MARRIED WISCONSIN RESIDENTS:** No provision of a marital property agreement, unilateral statement under Section 766.59 of the Wisconsin Statutes, or court order under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. 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 CALIFORNIA RESIDENTS:** California law requires that we inform customers that should they fail to fulfill the terms of their credit obligation, a negative report reflecting on their credit record may be submitted to a credit reporting agency. If you are married, you may apply for credit in your own name.

**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.

NOTICE FOR FLORIDA RESIDENTS: You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.

**NOTICE FOR MAINE RESIDENTS:** We may request a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us and we will tell you the name and address of the consumer reporting agency, if a report was obtained.

**NOTICE FOR NEW YORK RESIDENTS:** A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report. New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department: 1-800-522-3330.

**NOTICE FOR OHIO RESIDENTS:** The Ohio Laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**NOTICE FOR VERMONT RESIDENTS:** A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report.

## IMPORTANT TERMS OF YOUR CREDIT CARD ACCOUNT INTEREST RATES INFORMATION

Annual Percentage Rate ("APR") and Daily Periodic Rate ("DPR"). Your Daily Periodic Rate (DPR) is described in the INTEREST CHARGES section.

|              | APR   | DPR     |
|--------------|-------|---------|
| Standard APR | 21.6% | .05918% |
| Penalty APR  | 25.6% | .07014% |

#### **ABOUT THE PENALTY APR**

If you do not make your Minimum Payment Due within 60 days after the Payment due date we may increase your APRs to the Penalty APR.

f this occurs:

- · we will provide advance notice before the Penalty APR goes into effect.
- once the Penalty APR goes into effect, if you make six consecutive on-time minimum payments when due, your rates will return to the non-penalty APRs applicable to your Account
- If you do not make six consecutive on time minimum payments, we may keep the Penalty APR on your Account indefinitely.

#### **ABOUT INTEREST CHARGES**

#### TREATMENT OF FEES AND INTEREST

Any fees or Interest will be added to your purchase balance unless otherwise stated in this Agreement.

#### **MINIMUM INTEREST CHARGE**

If you are charged Interest, the charge will be no less than the Minimum Interest Charge listed in the chart.

#### **ABOUT ACCOUNT FEES & OTHER CHARGES**

#### **FEES AND LIMITS**

The fees that apply to your Account are shown in the purchase balance unless otherwise stated in this Agreement.

If charging any fee shown in the chart would exceed first-year fee limits set by law, we may charge an amount allowed by law. If we do this, it does not affect our ability to charge the full fee amount later.

#### LATE PAYMENT FEE

This fee is shown in the chart below. It is charged in any billing cycle that you do not pay at least the Minimum Payment Due by the Payment Due Date. In no event will your Late Payment Fee exceed the Minimum Payment Due.

| Outstanding Balance<br>on Payment Due Date    | Late Payment Fee -<br>first time your<br>payment is late | Late Payment Fee - if another payment is late during the next 6 billing cycles |
|---|--|--|
| Up to and including \$100                     | \$19   | \$19   |
| More than \$100 and up to and including \$500 | \$25   | \$29   |
| More than \$500                               | \$25   | \$35   |

#### **OVER THE CREDIT LIMIT FEE**

This fee is shown in the "Fees" table at the front of this credit application and will be charged if:

• your Account balance exceeds your credit limit at any time during a billing cycle.

#### **RETURNED PAYMENT FEE**

This fee is shown in the "Fees" table at the front of this credit application. It is charged each time a check or other form of payment to us is returned or not honored.

#### **PAYMENT BY PHONE FEE**

This fee:

- may be charged each time anyone makes a payment to your Account with the assistance of a live phone representative; and
- the amount is disclosed at the time a payment by phone is requested.

#### **COPY REQUEST FEE**

A copy request fee may be charged each time a copy of a document is requested. The fee amount will be disclosed at the time of your request.

#### REISSUED CARD FEE

You may be charged \$5 each time you request that your credit card be reissued.

#### INTRODUCTION

#### **KEY TERMS**

"You" and "your" means each Applicant and Joint Applicant who:

- · applied for this Account bearing the name Darvin Furniture; and/or
- · agrees to pay for the Account.

"We," "us," and "our" means Capital One, N.A. located at 1111 Town Center Drive, Las Vegas, Nevada 89144.

"Applicant" means the primary Cardholder. "Joint Applicant" means the secondary Cardholder.

"Agreement" means all parts of this document and any future supplements or amendments. "Card" means any card, card number or other device we issue to access your Account.

#### **GETTING STARTED**

The Card must be signed to be used.

When you use the Account or sign the card or sales slips, you agree to:

- the terms of this Agreement; plus
- any amendments or supplements to the Agreement.

You may close your Account at any time. Please see the CLOSING YOUR ACCOUNT section in your Cardholder Agreement for details.

#### **USING YOUR ACCOUNT**

#### **ALLOWED USE**

You agree to:

- · use your Account only for lawful purposes
- use your Account for only personal, family, household, or charitable purposes; and
- repay us for all costs related to uses not allowed under this Agreement.

You are not allowed to use your Account:

- to make payments to this credit card or any other loan payments to us or our affiliates; or
- for internet gambling.

If you have given someone permission to use the Card, this is not unauthorized use and you will be liable for all use by that person.

#### **SECURITY INTEREST**

A "Security Interest" is our interest in an item that you buy using your Account that secures the payment of your Account.

Except as noted below, you grant us a security interest (which we may or may not perfect) in the following items financed using your Account:

- · any goods you buy with your Card; and
- any proceeds you get from the following:
  - a) insurance contracts, and returned premiums: and/or
  - b) mechanical failures and/or

c) extended service contracts.

Each good you buy using your Account:

- · secures your entire Account balance until that good is paid in full; and
- may be taken from you if you do not pay on time.

To decide when a purchase is paid off and no longer subject to a security interest, your payments will be first applied to: described in the "How We Apply Payments" section of your Cardholder Agreement.

Once you have fully paid for any good, we will release our purchase money security interest in that good.

We do not take a security interest if you:

- live in NY and the original purchase price of the good was less than \$200 or
- live in MD and the original purchase price of the good was less than \$700.

If we take back any good, we may charge you our costs and require you to make the good available at a convenient place of our choice as allowed by law. This may include our cost to:

- repair the good; and/or
- · store the good; and/or
- · sell the good; and/or
- · other costs allowed by law.

#### ACCOUNT FEES AND OTHER INTEREST RATES

#### **ABOUT YOUR APRS**

Your APRs are shown in the "Interest Rates and Interest Charges" table at the front of this credit application.

A Daily Periodic Rate is used to determine your Interest Charges in any billing cycle. To determine this rate, we divide your APR by 365; then round this number up to the next hundred thousandth of a percentage point.

#### PROMOTIONAL CREDIT PLANS

From time to time, we may offer one or more Promotional Credit Plans. These may be offered to you:

- prior to your purchase; and/or
- at the time of your purchase.

Any of these Plans may be offered at any time and are conditioned on your timely payment of at least the Minimum Payment Due for each billing statement:

#### a) Waived Interest Charge Credit Plan

With this Plan there are no Interest Charges on your purchase for a specified period.

#### b) Same As Cash / Monthly Payment Credit Plan

With this Plan, there are no Interest Charges on your purchase if you repay the full cash price of the purchase before the promotional expiration date shown on your billing statement. If you do not repay in full by the promotional expiration date, Interest Charges will be imposed from the purchase date.

#### c) Reduced Rate Credit Plan

With this Plan, you will receive a reduced periodic rate on your purchase for a specified period.

#### d) Special Repayment Term Credit Plan

With this Plan special repayment terms will be applied to the purchase for the specified period.

#### e) Special Repayment Term / Reduced Rate Credit Plan

With this Plan special repayment terms and a reduced periodic rate will be applied to the purchase for the specified period.

Purchases that do not fall under one of these Plans are called Regular Credit Plan purchases.

If you make more than one purchase on your card, these balances may be treated differently.

Certain rules apply to the allocation of payments and interest charges on your promotional purchase if you make more than one purchase on your Card. Call 1-888-367-4310 or review the HOW WE APPLY PAYMENTS section of your Cardholder Agreement for information.

#### **INTEREST CHARGES**

#### **HOW INTEREST CHARGES ARE CALCULATED**

Each billing statement shows the Interest Charges, which are calculated separately for each:

- Promotional Credit Plan with a unique due date or unique terms;
- · Regular Credit Plan

The total interest charge for the billing cycle is the sum of the interest charge for each plan subject to the minimum interest charge shown in the chart.

For Same As Cash Plans, if interest is applied, the interest is accrued from the transaction date of the purchase through the current cycle. The Interest Charge is the total of:

- the applicable Daily Periodic Rate for the current cycle times the Daily Balance for each day in the current cycle; plus
- the applicable Daily Periodic Rate for each prior cycle times the Daily Balances of the Credit Plan for each day during each prior cycle.

For Plans other than Same As Cash, the interest charge is the total of:

 the applicable Daily Periodic Rate for the Plan times the Daily Balance for the plan for each day in the cycle.

#### **HOW DAILY BALANCE IS DETERMINED**

To determine your Daily Balance, we:

- take the opening balance for each Plan for that day; then
- add the following that were incurred on that day:
  - a) any new purchases
  - b) any previous day's periodic Interest Charges
  - c) any fees and charges, including any credit insurance premiums or debt cancellation fees, if these apply;

then

subtract any payments and/or credits.

For any Same As Cash Credit Plan:

Any credit insurance premiums or debt cancellation fees are not included in the Daily Balance of that Plan during the promotional period.

We also make any needed adjustments. For example:

- If a transaction posts after but occurs before the start of a billing cycle, we may adjust
  the amount above to include this transaction. It will be included as of the first day of
  the billing cycle in which it posts.
- If your Account is subject to a grace period during the billing cycle, your payments will be subtracted from all Daily Balances in the current billing cycle.
- If a transaction for a returned payment or a dispute resolved in our favor posts after the beginning of the billing cycle, we will make this adjustment:
  - the applicable Daily Balance(s) and any related Interest Charges will be adjusted to include the transaction amount as of the date of the original payment or transaction.

To calculate your Average Daily Balance, we:

- · add the Daily Balances for each day of the billing cycle; then
- divide this total by the number of days in the billing cycle.

#### **HOW TO AVOID PAYING INTEREST ON PURCHASES**

The number of days until your Payment Due Date after the close of each billing cycle is indicated in the Interest Rates and Interest Charges section of this Agreement. We will not charge you Interest on purchases if you pay your entire balance by the due date each month. Interest charges begin on the transaction date and continue to accrue until paid in full except as noted below:

#### **EXCEPTIONS**

- **1. For New Purchases and balances:** No interest is charged in a billing cycle on a Regular, Reduced Rate, or Special Repayment Terms Credit Plans if the combined Previous Balance of those Plans at the beginning of the cycle is:
  - a) zero; o
  - b) a credit balance (e.g., less than zero); or
  - c) paid in full before the Payment Due Date that falls during the cycle;
- For Waived Interest Charge Credit Plans: No interest is charged for the promotional period
- **3. 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.

#### COMMUNICATIONS

We may contact you from time to time regarding your *Account*. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- (1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- (2) contact you using an automated dialing or similar device ("Autodialer");
- (3) contact you at your home and at your place of employment;
- (4) contact you on your mobile telephone;
- (5) contact you at any time, including weekends and holidays;
- (6) contact you with any frequency;
- (7) leave prerecorded and other messages on your answering machine/service and with others; and
- (8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your *Account* are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages. We may do these things whether we contact you or you contact us.

If you ask us to discuss your *Account* with someone else, you must provide us with documents that we ask for and that are acceptable to us.

The information about the costs of the Card described in this Cardholder Agreement and Disclosure Statement is accurate as of December, 2012. This information may have changed after that date. To find out what may have changed write to us at 1111 Town Center Drive, Las Vegas, Nevada 89144.

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 5893, Carol Stream, IL 60197-5893

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.

Volument 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, 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:

- 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.
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- 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, 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:

- 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.
- 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 5893, Carol Stream, IL 60197-5893

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.

### **Cardholder Benefits**

- Easy to apply
- Exclusive cardholder savings
- Advance notice of special sales
- Special financing offers
- Flexibility keep your other credit cards available for unexpected expenses

## **Manage Your Account Online**

- Make electronic payments
- Receive statements exclusively online
- Access up to 12 months of statement history
- View recent transactions
- F-mail alerts
- Secure, online convenience

Go to hrsaccount.com/retailservices

### **Store Information:**

15400 La Grange Road (Route 45) 3 Blocks South of Orland Square Orland Park, Illinois 60462 708-460-4100

Monday - Friday: 10:00 a.m. - 9:00 p.m. Saturday: 10:00 a.m. - 5:30 p.m. Sunday: 11:00 a.m. - 5:00 p.m.

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