CAPITAL ONE TERMS AND CONDITIONS

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 this 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.

CARDHOLDER AGREEMENT AND DISCLOSURE STATEMENT

You have been approved for a Kawasaki Good Times™ credit card. This account is issued by Capital One, N.A. (Capital One).

INTEREST RATES INFORMATION

Your variable Annual Percentage Rate (APR) is your Spread plus the Prime Rate, which is described in the HOW A VARIABLE RATE MAY CHANGE section. Your Daily Periodic Rate (DPR) is described in the INTEREST CHARGES section.

Rates accurate as of 07/01/2012

HOW A VARIABLE RATE MAY CHANGE

Your variable APRs can change with each monthly billing cycle.

We will apply each APR to the applicable balance for each type of transaction. Each variable APR will be equal to:

a) the amount shown in the chart (“Spread”); plus

b) the U.S. “Prime Rate” as defined below.

The Prime Rate will be as shown in the Money Rates table of *The Wall Street Journal* that is in effect on the last day of the month.

Any changes in the Prime Rate will take effect on the first day of your billing cycle beginning in the next month.

An increase in the U.S. Prime Rate will increase your Daily Periodic Rates. It may also increase your

- Interest Due; and/or
- Minimum Payment Due.

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.

If 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 separate chart "Account Opening Table".

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 on Payment Due Date - Up to and including $100

Late Payment Fee - first time your payment is late. $15

Late Payment Fee - if another payment is late during the next 6 billing cycles. $15

Outstanding Balance on Payment Due Date – More than $100 and up to and including $1000

Late Payment Fee - first time your payment is late. $25

Late Payment Fee - if another payment is late during the next 6 billing cycles. $35

Outstanding Balance on Payment Due Date - More than $1000

Late Payment Fee - first time your payment is late. $25

Late Payment Fee - if another payment is late during the next 6 billing cycles. $35

OVER THE CREDIT LIMIT FEE

This fee is shown in the separate chart "Account Opening Table" 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 separate chart "Account Opening Table". 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.

MINIMUM PAYMENT DUE

You agree to pay us at least the Minimum Payment Due, reflected on your statement. If you wish, you may pay more than the Minimum Payment Due and at any time you may pay the entire amount due. Your Minimum Payment due is equal to your Minimum Payment plus the Special Repayment Terms for any Promotional Credit Plans with a special repayment

term plus any debt cancellation fees or credit insurance premiums attributable to any Reduced Rate/Special Repayment Terms Credit plans plus any delinquent amounts. The Minimum Payment is the greater of a.) $25 or b.) 1% of your "New Balance" (which does not include balances on Special Repayment Terms Credit Plans) plus billed Interest Charges plus any Late Fees assessed for that month, rounded to the next highest dollar. Your monthly billing statement will include requirements for you to follow in making payments including the cut-off hour for receipt of payments, which may affect crediting of your payments.

INTRODUCTION

KEY TERMS

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

- applied for this Account bearing the name Kawasaki Good Times™; 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 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.

CREDIT LIMIT

When you open your Account, we will tell you your credit limit.

We may change this limit from time to time. Whenever this occurs, we will notify you:

- on your billing statement; and/or
- by sending a notice.

You agree to:

- keep your Account balance (which includes Interest and other charges) within your credit limit; and

- immediately pay any over limit amount that might occur.

Your available credit may not reflect your payments for up to 14 days. If a transaction would exceed your available credit limit, we may decline it.

USING THE ACCOUNT

At times we may:

- decline a transaction if there is not enough available credit and for any other reason and/or;
- require our Authorization before allowing a transaction.

A merchant may check your ID.

We are not liable if:

- a merchant refuses your card; and/or
- we do not complete your transaction for any reason.

PAYING YOUR BILL

PROMISE TO PAY

You promise to pay for all:

- credit we extend; plus
- Interest charges and other fees or charges; plus
- collection costs and attorney fees as allowed by law.

If your Account is a joint Account, each of you is jointly and individually responsible for amounts due. This remains true in the event of death, divorce or other events that affect liability between you and the other person.

If any joint Accountholder requests to not be liable for future transactions, we may close the Account.

SECURITY INTEREST

Except as described below:

- we will release the money security interest in a good purchased using the Account when sufficient payments have been made to repay the portion of the balance on the Account attributable to the purchase of the good.

You should be aware that:

- our allocation of your payments to the balance(s) on the Account is subject to federal regulations; and
- in some cases, this may result in some or all of your payments being allocated to other balances on the Account. This includes other balances which may pertain to a purchase money security interest in a different good, or goods, purchased using the Account.

You may call the customer service number for your Account to request that we reallocate payments (including future payments) solely for purposes of releasing the purchase money security interest in a particular good (“Release Good”). If you do this, we:

- reserve the right to honor your request solely at our discretion; and
- may deny your request if, for example, we believe that a different allocation will provide us greater protection.

If we honor the request:

this may result in your payments (including previous payments) being allocated in a manner that delays our release of a purchase money security interest in any other good(s) purchased with the Account, and for which there is a balance outstanding, until your payments are allocated in a manner that results in a release of our purchase money security interest in the Release Good.

WHEN AND HOW TO PAY

You agree to:

- pay at least the Minimum Payment Due shown on your billing statement; and
- make this payment in time to be credited by no later than the Payment Due Date.

How your Minimum Payment Due is determined as shown in the MINIMUM PAYMENT DUE section.

If you wish, you may pay more than the Minimum Payment Due or the entire balance at any time.

Instructions for making timely payments are shown on your billing statement.

Payments must be:

- made in U.S. dollars; and
- paid from a U.S. bank or other U.S. financial institution; and
- sent in a form that is acceptable to us.

Acceptable forms of payment include:

- a check or money order; or
- an electronic funds transfer

If you want to write any special conditions on your payment, such as "paid in full", "without recourse", or similar language, you must:

– Mark this clearly on your payment.

– Payment must be marked for Special Handling and sent to:

Capital One, PO Box 5226, Carol Stream, IL 60197-5226.

Unless you follow the above directions, we may accept a payment marked with special conditions and not agree to those conditions, and will not lose any of our rights.

By sending us a check for payment on your Account, you authorize us either to:

- use information from your check to initiate an electronic fund transfer from your payment account according to the terms of the check; or
- to process this transaction as a check.

When we use your check to make an electronic fund transfer:

- funds may be withdrawn from your payment account the same day we receive your payment; and
- you will not receive your check back from your bank.

When you use our optional payment by phone service, you agree that:

- we may make an electronic funds transfer from the bank account you choose; or
- we may process the payment the same way we would process a check.

You authorize the amount and timing of each payment. Please retain this authorization for your records.

If you have a returned payment:

- the amount you paid will be added back to your Account and may be applied to a different category than originally posted. (e.g. purchases, etc.); and
- Interest Charges may be restored back to the payment date at the APR for that transaction.

ACCOUNT FEES AND OTHER INTEREST RATES

ABOUT YOUR APRs

Your APRs are shown on page 1 and in the separate chart "Account Opening Table".

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.

Promotional Credit Plans are available only for transactions on which the total amount financed is less than 130% of the MSRP for the unit.

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 this 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; or

b) a credit balance (e.g., less than zero); or

c) paid in full before the Payment Due Date that falls during the cycle;

2. 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.

HOW WE APPLY PAYMENTS

The amount of your payment that is equal to the Minimum Payment Due is:

- applied as we determine within legal guidelines; and

- usually applied to the minimum due on each credit plan.

Any payment amount over the Minimum Payment Due is applied to higher APR balances before lower ones.

If you have a Same As Cash Credit Plan(s):

- **Until the final two complete billing cycles:**

- **We apply payments the same way we apply payments to a Same As Cash Credit Plan having a 0% APR**

- **During the final two complete billing cycles and up to the date of expiration we will apply payments received in this order:**

1) To the required Minimum Payment Due; and

2) To the plan(s) that is expiring, in the order of expiration.

MANAGING YOUR ACCOUNT

OTHER USERS

You may permit others to use your Card or Account Number.

You are responsible for all charges made by permitted users.

If you wish to revoke another person's permission to use your Account, you must notify us. We may close your Account and issue a new Card with a different Account number.

UPDATING YOUR RECORDS

You agree:

a) to give us prompt advance notice of any change in your name, mailing address, phone number, or employer;

b) to promptly give us accurate financial information about you if we ask for it; and

c) the Department of Motor Vehicles may release your home address to us if we ever need it to find you.

CLOSING YOUR ACCOUNT

You can close your account at any time by mailing your request to Capital One, PO Box 5226, Carol Stream, IL 60197-5226. Your request becomes effective when we receive it.

Once you close the Account:

- you must destroy your card(s); and
- you will still be responsible for all amounts owed according to the terms of this Agreement.

Protecting Your Credit

LOST OR STOLEN CARD

You agree to notify us immediately if:

- your Card is lost or stolen; or
- your Account is used without your permission.

You may call at any time. The phone number is listed on your billing statement.

LIABILITY FOR UNAUTHORIZED USE

If you notice the loss or theft of your credit card, or a possible unauthorized use of your card, you should call us at the number listed on your billing statement or the back of your card, or write to us immediately at:

Capital One

PO Box 5226, Carol Stream, IL 60197-5226

You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed $50.

DEFAULT

We may consider your Account to be in Default if you:

a) fail to make the Minimum Payment Due when due;

b) exceed your credit limit;

c) become the subject of bankruptcy proceedings, foreclosure, repossession, lien or judgment, garnishment, or attachment;

d) give us misleading, false or incomplete information;

e) fail to give us a current physical address when you apply and whenever you move;

f) make payments to us that are returned unpaid by your bank or other financial institution; or

g) default under any other agreement or security agreement you have with us or with one of our affiliates; and/or

h) become incompetent or deceased.

Upon default, we have the right to:

• close your Account;

• suspend your credit privileges;

• require you to pay your entire Account balance including any Promotional Credit Plan balances, all accrued but unpaid Interest Charges and other charges provided for in this Agreement immediately;

• terminate any Promotional Credit Plans and convert balances to a Regular Credit Plan;

• change the terms of your Account;

• sue you for what you owe.

If we incur costs to collect your balance owed including any attorney fees, we may charge you for these costs as permitted by applicable law, and we will apply your payments first to these costs.

CREDIT REPORTING

You agree that we may obtain and use credit information about you from others such as:

• merchants or stores;

• other lenders;

• consumer reporting agencies.

If you believe we have reported inaccurate information about your Account to any consumer reporting agency you should:

- notify us and ask us to correct the inaccurate information by writing to us at Capital One, PO Box 5253, Carol Stream, IL 60197-5253.

When you write to us, tell us:

- your Account number; and

- the specific information you believe is not correct; and

- why you believe it is not correct.

INSURANCE

If credit insurance was offered and your accepted it: You agree that your Account will be charged monthly; this charge, which is called an insurance premium, will be based on the Average Daily Balances of your Account for the billing cycle in which the premium is assessed; and the charges will begin on the transaction date(s) of your purchase(s).

OTHER AGREEMENTS

ACCOUNT CLOSURE

At any time, for any reason, we may take any of these actions subject to applicable law:

a) close your Account;

b) suspend your credit privileges;

c) reduce your credit limit.

If we close your Account:

• Interest Charges and fees will continue to accrue until your balance is paid in full; and

• you agree to return or destroy your Card(s).

MONITORING PRACTICES

You agree that we may listen to and record phone calls between you and our representatives.

CHANGE OF TERMS

We may change this Agreement as allowed by applicable law. This may include changing, adding, or removing terms. We may do this in response to the legal, business, competitive environment or other reasons not listed here.

We may increase the Interest rate on existing balances in limited circumstances. Changes to some terms may require at least 45 days advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Account.

ACCOUNT ASSIGNMENT

We may sell, assign or transfer all or any part of your Agreement and Account without notice to you. You may not sell, assign or transfer your Account.

WAIVERS

If we delay or take no action allowed under this Agreement, for any reason, we will not lose or limit any of our rights under this Agreement on any other occasion.

SEVERABILITY

If a term is found to be invalid under any applicable law, rule or regulation, then all other terms of this Agreement will remain valid.

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 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.

Missouri Residents: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

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.

The information about the costs of the Card described in this Cardholder Agreement and Disclosure Statement is accurate as of July, 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.

APPLICABLE LAWS

This Agreement is governed by the Commonwealth of Virginia law and federal law.

We make our credit decisions and extend credit to you under this Agreement from the Commonwealth of Virginia. This Agreement is:

- entered into in the Commonwealth of Virginia; and

- maintained in the Commonwealth of Virginia.

This is true whether or not you use your card in the Commonwealth of Virginia.

ARBITRATION

Federal Arbitration Act

This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 - 16 (the "FAA"). In making decisions or awarding remedies, the arbitrator shall apply the applicable substantive Law, consistent with the FAA, that would apply if the matter had been brought in court. The arbitrator shall provide written reasoned findings of fact and conclusions of law upon written request as set forth in the applicable arbitration association procedures. The arbitrator's award shall not be subject to appeal except as permitted by the FAA and in the paragraph below captioned "Decision and Appeal." Judgment upon the award may be entered in any court having jurisdiction.

Claims

Unless you have exercised your right to opt out of this arbitration provision, as set forth in the paragraph below captioned "Opt Out of Arbitration," this arbitration provision shall apply to any Claim (defined below) by or against us, or you or any other Covered Person (defined below). You agree any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether preexisting, present or future), including initial claims, counterclaims, cross-claims and third party claims, arising from or relating to (a) this Agreement, the application, your Account, any debt cancellation or debt suspension product, any fraud prevention, identity protection or other account enhancement products, any transaction or activity involving any payment or failure to make payment on your Account, or any solicitation, advertisement, promotion, or oral or written statements related to this Agreement or your Account or any of the foregoing, or (b) the relationships which result from this Agreement and your relationship with any Covered Person in connection with the matters set forth in subsection (a) of this paragraph (any of the foregoing a "Claim"), shall be resolved, upon the election of you, us, or any other Covered Person described below, by binding arbitration pursuant to this arbitration provision and the applicable rules or procedures of the arbitration administrator (the "Administrator") selected at the time the Claim is filed or received by a party to the Claim. However, "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof (including, without limitation, the paragraph below captioned "Parties to Arbitration and Class Action Waiver" and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

Starting an Arbitration and Arbitration Administrators

If you or we elect to arbitrate a claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to: Capital One, N.A., P.O. Box 98740, Las Vegas, NV 89193-8740, ATTN: ARBITRATION DEMAND and our notice must be sent to the most recent address for you in our files. The party seeking arbitration must select as the arbitration administrator either the:

American Arbitration Association ("AAA")

1633 Broadway, 10th Floor

New York, NY 10019

www.adr. org

(800) 778-7879

JAMS

620 Eighth Avenue, 34th Floor

New York, NY 10018

www.jamsadr.com

(800) 352-5267

If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding. If neither the AAA nor JAMS is able or willing to handle the dispute, then the court

will appoint an arbitrator. The arbitrator shall be a lawyer with more than ten years experience or a retired or former judge. The rules and forms of JAMS and AAA may be obtained by writing to these organizations at the addresses listed above. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration proceedings. If you or we request, the arbitrator will honor claims of privilege recognized under applicable law and will use best efforts to protect confidential business, financial or trade secret information of a party (including through use of protective orders).

Small Claims Exemption

We agree not to invoke our right to arbitrate an individual Claim you may bring in small claims court or an equivalent court, if any, so long as the Claim is pending only in that court. However, if that Claim is transferred or appealed to a different court, we reserve our right to elect arbitration at such time.

Location of Arbitration and Fees

Any participatory arbitration hearing that you attend will take place in a location that is reasonably convenient to where you reside. On any Claim you file, you will pay the first $50 of the filing fee. At your request we will pay the remainder of the filing fee and any administrative, arbitrator or hearing fees charged by the Administrator or arbitrator on any Claim submitted by you in arbitration up to a maximum of $2,500. If you are required to pay any additional fees to the Administrator or arbitrator, we will consider a request by you to pay all or part of the additional fees; however, we shall not be obligated to pay any additional fees unless the arbitrator grants you an award. If the arbitrator grants an award in your favor, we will reimburse you for any additional fees paid or owed by you to the Administrator or arbitrator. The parties shall bear the expense of their respective attorney's and expert witness fees and costs, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, or the fees paid to the Administrator or arbitrator, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary contained herein. To the extent that such a statute is not applicable, we will pay your reasonable attorney's and expert witness fees and costs to the extent you prevail on Claims you assert against us in an arbitration which you have commenced against us or to the extent required under applicable law for this arbitration provision to be enforced. If the arbitrator issues an award in our favor, you will not be required to reimburse us for any fees we have previously paid to the Administrator or arbitrator or for which we are responsible or for any attorneys' fees or costs we have incurred in prosecuting or defending against Claims in an arbitration.

Covered Persons

This arbitration provision covers Claims by or against (a) us, any corporate parent, subsidiary, or affiliate, any predecessor or successor of the foregoing, and any officer, director, employee, or representative of any of the aforementioned, (b) you and any authorized user, and any other person claiming through you or any authorized user, and (c) any other person or company assisting us in offering Cards, administering Accounts or providing Card related benefits or services if you assert a Claim against such other person or company in connection with a Claim you assert against any person or entity specified in subparagraph (a) of this paragraph. All of the aforesaid persons and entities are "Covered Persons" for purposes of this arbitration provision.

Parties to Arbitration and Class Action Waiver

Arbitration shall be conducted in the name of individually named parties. Unless all parties consent, neither you nor we may join, consolidate, or otherwise bring claims regarding two or more accounts, individuals, or account holders in the same arbitration, other than Covered Persons, joint applicants or authorized users of an account. There shall be no class actions, private attorney general actions, or other representative or collective actions, in an arbitration, even if the underlying dispute has been asserted in a court as a class action, private attorney general action, or other representative or collective action. No party may advance a Claim in arbitration on behalf of or against a person in a representative or collective capacity, or on behalf of or against a person who is not an individually named party to the arbitration; nor may a party seek an award or benefit in arbitration on behalf of or against a person who is not an individually named party. The arbitrator shall not have authority to resolve any claim advanced by or on behalf of anyone who is not an individually named party, and shall not have the authority to make an award for the benefit of, or against, anyone who is not an individually named party. No class actions or joinder or consolidation of any Claim with the claim of any other person are permitted in arbitration without the express written consent of you and us. These limitations are hereafter referred to as the "Class Action Waiver." Notwithstanding anything herein to the contrary, the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency. The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any Claims between the parties and is nonseverable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. You and we acknowledge and agree that under no circumstances will a class action be arbitrated.

Decision and Appeal

The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds $50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding $50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above captioned "Location of Arbitration and Fees." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Consequences of Electing Arbitration

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER PARTY ELECTS ARBITRATION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER PARTY. MOREOVER, IF A PARTY ELECTS TO ARBITRATE A CLAIM, THAT CLAIM CANNOT BE THE SUBJECT OF A CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING IN COURT OR IN ARBITRATION.

Miscellaneous

This arbitration provision shall survive termination of your Account as well as the repayment of all amounts borrowed hereunder and shall also survive any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between any other provisions of this Agreement or the rules and procedures of the Administrator, on the one hand, and this arbitration provision, on the other hand, this arbitration provision shall govern.

Notice and Cure; Special Payment

Prior to initiating a Claim, you may give us a written Claim Notice describing the basis of your Claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice you send must also provide your name and account number, as well as your address and a phone number where you can be reached during normal business hours. Such a Claim Notice must be sent to us at Capital One, P.O. Box 98740, Las Vegas, NV 89193-8740. This is the sole and only method by which you can submit a Claim Notice. If (i) you submit a Claim Notice in accordance with this Paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request; and (iv) the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least $7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this $7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of $7,500 are not contemplated.

Opt Out of Arbitration

You may reject this arbitration provision without penalty. To do so, you must send Capital One, P.O. Box 98740, Las Vegas, NV 89193-8740 a signed writing ("Rejection Notice") that is received within thirty (30) days after the date you receive this arbitration provision. The Rejection Notice must identify the transaction involved and must include your name, address, and social security number and must be signed by all persons contractually obligated on your account. You may send the Rejection Notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to reject the arbitration provision. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf. You agree that our business records will be final and conclusive with respect to whether you rejected this arbitration provision in a timely and proper fashion.

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.

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, 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 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:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. 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.
3. 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.

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PRICING INFORMATION ADDENDUM

Annual Percentage Rate (APR) for Purchases: Prime Rate plus 18.74 percentage points. This APR will vary with the market based on the Prime Rate, as described in more detail below.

Penalty APR and When it Applies: Prime Rate plus **25.74** percentage points. This APR will vary with the market based on the Prime Rate, as described in more detail below. Your APR may increase to the Penalty APR if we fail to receive your minimum payment with in 60 days when due. You will no longer be eligible for the Standard Rate and all existing Promotional Credit Plans will terminate, and your entire Account balance will be subject to the Penalty Rate. If your Account becomes subject to the Penalty APR, we will provide advance notice before the new Penalty APR goes into effect. If you make the next six consecutive on time minimum payments starting with your first payment due once the Penalty APR goes into effect, your rates will return to the non-penalty APR(s) applicable to your Account. If you do not make these six consecutive on time minimum payments, we may keep the Penalty APR on your Account indefinitely.

Fees for Issuance or Availability: None

Minimum Interest Charge: A minimum **Interest Charge** of $2.00 will be assessed for each billing cycle in which an Interest Charge is payable.

Transaction Charges: None

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 purchases if you pay your entire balance by the due date each month.

Balance Computation Method: Average Daily Balance (including new purchases)
The "Daily Balance" of a Credit Plan is determined by taking the opening balance of the Credit Plan for that day, and adding 1) any new purchase made on the Credit Plan that day, 2) the previous day's Interest Charges, 3) any credit insurance premiums or debt cancellation fees (if applicable) incurred on that day and 4) any late fees, over the credit limit fees, returned payment fees or other fees incurred on that day and subtracting any payments or credit applied to the Credit Plan that day. If your Account is subject to a grace period during the billing cycle, payments made during that cycle will be subtracted from all Daily Balances in the current cycle.

Cash Advance Fee: None

Late Payment Fee: Up to $**35**

Over the Credit Limit Fee: None

Balance Transfer Fee: None

Returned Payment Fee: Up to **$25**

Required Insurance, Debt Cancellation or Debt Suspension Coverage: None

Disclosure of Rates: The Daily Periodic Rate which is used to determine your Interest Charges and the corresponding Annual Percentage Rate, will be variable rates which may change monthly. The Daily Periodic Rate will be one-three hundred sixty fifth of the sum of the U.S. prime rate published in Money Rates table of *The Wall Street Journal* that is in effect on the last day of the month ("Prime Rate"), plus a "Spread" of 18.74 percentage points for the Standard Rate and a "Spread" of 25.74 percentage points for the Penalty Rate. Any changes in the Prime Rate will take effect on the first day of your billing cycle beginning in the next month.