Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Cabela's Purchases	7.99%
APR for Other Purchases	9.35% This APR will vary with the market based on One Month LIBOR.
APR for Cash Advances and Balance Transfers	26.35% This APR will vary with the market based on One Month LIBOR.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	None
Transaction Fees Cash AdvanceBalance Transfer	Either \$10 or 4% of the amount of each cash advance, whichever is greater. Either \$10 or 3% of the amount of each transfer, whichever is greater.
Penalty Fees Late Payment Overlimit Returned Check 	Up to \$37 None None

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)." See your Cardholder Agreement for more details.

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

Daily Periodic Rates:	Margins:
Cabela's Purchases: .02189%	Other Purchases: 7.99%
Other Purchases: .02561%	Cash Advances and Balance Transfers: 24.99%
Cash Advances and Balance Transfers: .07219%	

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Cabela's Purchases	7.99%
APR for Other Purchases	10.35% This APR will vary with the market based on One Month LIBOR.
APR for Cash Advances and Balance Transfers	26.35% This APR will vary with the market based on One Month LIBOR.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	None
Transaction Fees Cash AdvanceBalance Transfer	Either \$10 or 4% of the amount of each cash advance, whichever is greater. Either \$10 or 3% of the amount of each transfer, whichever is greater.
Penalty Fees Late Payment Overlimit Returned Check 	Up to \$37 None None

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)." See your Cardholder Agreement for more details.

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

Daily Periodic Rates: Cabela's Purchases: .02189% Other Purchases: .02835% Cash Advances and Balance Transfers: .07219%

<u>Margins:</u>

Other Purchases: 8.99% Cash Advances and Balance Transfers: 24.99%

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Cabela's Purchases	7.99%
APR for Other Purchases	11.35% This APR will vary with the market based on One Month LIBOR.
APR for Cash Advances and Balance Transfers	26.35% This APR will vary with the market based on One Month LIBOR.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	None
Transaction Fees Cash AdvanceBalance Transfer	Either \$10 or 4% of the amount of each cash advance, whichever is greater. Either \$10 or 3% of the amount of each transfer, whichever is greater.
Penalty Fees Late Payment Overlimit Returned Check 	Up to \$37 None None

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)." See your Cardholder Agreement for more details.

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

Daily Periodic Rates: Cabela's Purchases: .02189% Other Purchases: .03109% Cash Advances and Balance Transfers: .07219% <u>Margins:</u>

Other Purchases: 9.99% Cash Advances and Balance Transfers: 24.99%

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Cabela's Purchases	9.99%
APR for Other Purchases	11.35% This APR will vary with the market based on One Month LIBOR.
APR for Cash Advances and Balance Transfers	26.35% This APR will vary with the market based on One Month LIBOR.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	None
Transaction Fees Cash Advance Balance Transfer 	Either \$10 or 4% of the amount of each cash advance, whichever is greater. Either \$10 or 3% of the amount of each transfer, whichever is greater.
Penalty Fees Late Payment Overlimit Returned Check 	Up to \$37 None None

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)." See your Cardholder Agreement for more details.

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

Daily Periodic Rates: Cabela's Purchases: .02736% Other Purchases: .03109% Cash Advances and Balance Transfers: .07219% Margins:

Other Purchases: 9.99% Cash Advances and Balance Transfers: 24.99%

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Cabela's Purchases	9.99%
APR for Other Purchases	14.35% This APR will vary with the market based on One Month LIBOR.
APR for Cash Advances and Balance Transfers	26.35% This APR will vary with the market based on One Month LIBOR.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	None
Transaction Fees Cash Advance Balance Transfer 	Either \$10 or 4% of the amount of each cash advance, whichever is greater. Either \$10 or 3% of the amount of each transfer, whichever is greater.
Penalty Fees Late Payment Overlimit Returned Check 	Up to \$37 None None

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)." See your Cardholder Agreement for more details.

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

Daily Periodic Rates: Cabela's Purchases: .02736% Other Purchases: .03931% Cash Advances and Balance Transfers: .07219% Margins:

Other Purchases: 12.99% Cash Advances and Balance Transfers: 24.99%

Special Promotions: From time to time, after you enter into this Agreement, we may offer you the opportunity to participate in promotional purchases at a reduced interest rate. In such cases, the details of the promotion, including the timeframe of the promotion, the specific type of purchase(s) that qualify for the promotion, and any additional limitations of the promotion will be set forth in the respective offer. One of the promotional plans we may offer for Cabela's purchases is a rate of 0% for 12 months from the date of the qualifying purchase. At the expiration of the promotional period, the remaining balance of the qualifying purchase (if any) would be subject to an interest rate of 9.99%. Please contact us to find out what promotions are currently being offered. A promotional rate will only apply to the specific type of purchase(s) identified in an offer, and such qualifying purchases must be completed before the expiration date set forth in the offer in order to receive the promotional rate. Any purchases that are not part of a special promotional offer will be subject to the applicable interest rate as set forth in this Agreement.

Information accurate as of 12/17

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Cabela's Purchases	9.99%
APR for Other Purchases	16.35% This APR will vary with the market based on One Month LIBOR.
APR for Cash Advances and Balance Transfers	26.35% This APR will vary with the market based on One Month LIBOR.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	None
Transaction Fees Cash Advance Balance Transfer 	Either \$10 or 4% of the amount of each cash advance, whichever is greater. Either \$10 or 3% of the amount of each transfer, whichever is greater.
Penalty Fees • Late Payment • Overlimit • Returned Check	Up to \$37 None None

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)." See your Cardholder Agreement for more details.

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

Daily Periodic Rates: Cabela's Purchases: .02736% Other Purchases: .04479% Cash Advances and Balance Transfers: .07219% Margins:

Other Purchases: 14.99% Cash Advances and Balance Transfers: 24.99%

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Cabela's Purchases	9.99%
APR for Other Purchases	19.35% This APR will vary with the market based on One Month LIBOR.
APR for Cash Advances and Balance Transfers	26.35% This APR will vary with the market based on One Month LIBOR.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	None
Transaction Fees Cash Advance Balance Transfer 	Either \$10 or 4% of the amount of each cash advance, whichever is greater. Either \$10 or 3% of the amount of each transfer, whichever is greater.
Penalty Fees Late Payment Overlimit Returned Check 	Up to \$37 None None

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)." See your Cardholder Agreement for more details.

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

Daily Periodic Rates:	<u>Margins:</u>
Cabela's Purchases: .02736%	Other Purchases: 17.99%
Other Purchases: .05301%	Cash Advances and Balance Transfers: 24.99%
Cash Advances and Balance Transfers: .07219%	

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Cabela's Purchases	9.99%
APR for Other Purchases	22.35% This APR will vary with the market based on One Month LIBOR.
APR for Cash Advances and Balance Transfers	26.35% This APR will vary with the market based on One Month LIBOR.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	None
Transaction Fees Cash Advance Balance Transfer 	Either \$10 or 4% of the amount of each cash advance, whichever is greater. Either \$10 or 3% of the amount of each transfer, whichever is greater.
Penalty Fees • Late Payment • Overlimit • Returned Check	Up to \$37 None None

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)." See your Cardholder Agreement for more details.

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

Daily Periodic Rates: Cabela's Purchases: .02736% Other Purchases: .06123% Cash Advances and Balance Transfers: .07219% <u>Margins:</u>

Other Purchases: 20.99% Cash Advances and Balance Transfers: 24.99%

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Cabela's Purchases	9.99%
APR for Other Purchases	25.35% This APR will vary with the market based on One Month LIBOR.
APR for Cash Advances and Balance Transfers	26.35% This APR will vary with the market based on One Month LIBOR.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	None
Transaction Fees Cash Advance Balance Transfer 	Either \$10 or 4% of the amount of each cash advance, whichever is greater. Either \$10 or 3% of the amount of each transfer, whichever is greater.
Penalty Fees • Late Payment • Overlimit • Returned Check	Up to \$37 None None

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)." See your Cardholder Agreement for more details.

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

Daily Periodic Rates: Cabela's Purchases: .02736% Other Purchases: .06945% Cash Advances and Balance Transfers: .07219% <u>Margins:</u>

Other Purchases: 23.99% Cash Advances and Balance Transfers: 24.99%

CARDHOLDER AGREEMENT and BILLING RIGHTS

LEASE READ FOR DISCLOSURES AS REQUIRED BY FEDERAL LAW.

W70550 M-123615

Capital One Bank (USA), N.A. ("we" or "us") has issued you one or more Visa Cards. You agree that the use of a Cabela's CLUB Visa Credit Card ("Card") by you, a joint cardholder, co-signer, or an authorized user or any payment you make on your account ("Account") serves as your acceptance of the terms of this Cardholder Agreement and the accompanying Addendum to the Cardholder Agreement (collectively, "Agreement"). You agree to repay all advances made to you or on your behalf, along with interest and fees, as set forth in this Agreement. Capitalized terms in this Agreement that are not otherwise defined refer to and have the same meaning as terms used in your monthly billing statements.

ACCOUNT DEFINITIONS	
Purchases	Goods or services purchased on credit pursuant to this Agreement.
Balance Transfers	Transfers of outstanding balances from obligations owed to creditors other than Capital One to your Account. Transfers occur through an advance of funds from your Account to those other creditors at your request. Balance Transfers may be limited to a portion of the Credit Limit.
Cash Advances	Transactions other than Purchases and Balance Transfers, including cash advances, credit extended through convenience checks, tax payments and transactions with a merchant or service provider identified as a seller of traveler's checks, foreign currency, money orders, lottery tickets, or similar products and services. Cash Advances may be limited to a portion of the Credit Limit.
Credit Limit	The maximum amount of credit that may be extended to you at any given time.
Default	Please see the Section of the Agreement entitled, "What if You Pay Late or Otherwise Fail to Comply with this Agreement?"
Interest Charge	The dollar amount of interest resulting from applying a Daily Periodic Rate to the Average Daily Balance on an account. Please see the Section of this Agreement entitled, "How Interest is Computed" for details concerning Daily Periodic Rate, Average Daily Balance, and how the Interest Charge will be calculated on your Account.
Fees	Charges payable under this Agreement, other than Interest Charges.
Good Standing	When an Account is open and not in Default as defined in this Agreement.

HOW YOU MAY USE THE ACCOUNT

You may use your Account for Purchases, Balance Transfers, or to obtain Cash Advances, but may not use the Account for any unlawful purpose. You may not be able to use your Account if the Account is in Default under the terms of this Agreement. See "What if You Pay Late or Otherwise Fail to Comply with this Agreement?" for more information about Default.

You acknowledge receipt of the initial Credit Limit we have established for your Account. Individual transactions are evaluated by us based on factors such as suspected fraud, Account history, credit record, ability to repay, prior Cash Advances, safety and soundness considerations, and utilization of your Credit Limit (i.e., your Account balance in relation to your Credit Limit). If we allow a transaction that causes you to exceed your Credit Limit, we may, at our option, consider you to be in Default and/or require you to pay, as a part of your Minimum Payment Due, the amount by which your balance exceeds your Credit Limit. Information from credit bureaus may be obtained in connection with our review of your Account with respect to any renewal or future extension of credit.

We may adjust the Credit Limit or restrict or terminate your access to credit at any time, subject to any notice required by applicable law. Your available credit may not reflect payments posted to your Account, or may only reflect a portion of the payments posted to your Account, until up to 10 business days after our receipt of those payments.

HOW INTEREST IS COMPUTED

We calculate the Interest Charge on your Account by multiplying the Average Daily Balance (including new transactions) by the daily periodic rate. Then, we multiply that result by the number of days in the billing cycle. We do this separately for each type of balance: Cabela's Purchases (i.e., those made at Cabela's stores, Cabela's catalogs, or online at www.cabelas. com), Purchases other than Cabela's Purchases ("Other Purchases"), Balance Transfers, Cash Advances, and promotional balances (see the Special Promotions section in the Addendum to the Cardholder agreement). To determine the total Interest Charge for the billing cycle, we add up all the Interest Charges for each type of balance.

Average Daily Balance and Daily Periodic Rate: To calculate an Average Daily Balance, for each day of the billing cycle we take (1) your beginning balance; (2) add any new transactions, Interest Charges, Fees and other charges (as applicable); and (3) subtract any payments or other credits to get that day's daily balance. The daily balance is considered to be \$0.00 for any day on which the Account has a credit balance. We add all your daily balances and divide the total by the number of days in the billing cycle to get the Average Daily Balance. To calculate a daily periodic rate, we divide the annual percentage rate by 365.

Grace Period: Purchases, Balance Transfers, and Cash Advances will be charged to your Account as of the transaction date. If you pay the New Balance shown on your statement in full on or before the Payment Due Date shown on your statement, we will not impose Interest Charges on Purchases which accrue from the Statement Date to the date we receive your payment. We will not impose Interest Charges on new Purchases, paid by the Payment Due Date on your current statement, if you paid the entire New Balance on your previous statement by the Payment Due Date on that statement. However, Interest Charges will begin to accrue on Balance Transfers and Cash Advances as of the transaction date and will continue to accrue until Balance Transfers and Cash Advances are paid in full.

Rates: Refer to the Addendum to the Cardholder Agreement for the annual percentage rates and daily periodic rates that apply to your Account. For any transactions that accrue interest at variable rates (as reflected in the Addendum to the Cardholder Agreement), the rate will be adjusted monthly based on the One Month LIBOR (rounded to the nearest hundredth) published in the Money Rates section of the Wall Street Journal on the last business day of each month ("Index"). We add a margin to the Index to get the annual percentage rate that will apply to that category of transactions. See the Addendum to the Cardholder Agreement for your margins. An increase in the Index will result in an increase in the annual percentage rate, Interest Charges, and may result in an increase of the required Minimum Payment Due. Any change to the annual percentage rate as a result of a change in the Index will apply to all outstanding balances for the category of transactions to which the variable rate applies. There is no limit on the amount by which the annual percentage rate may increase.

WHAT FEES AND CHARGES MAY WE IMPOSE?

In addition to Interest Charges, you may be charged the following Fees. All Fees are subject to Interest Charges. Fees will be included in the Other Purchases balance, unless otherwise noted below.

- Cash Advance Transaction Fee. For each Cash Advance, we will charge the greater of: (a) \$10; or (b) 4% of the amount of the Cash Advance. This Fee will be included in the Cash Advance balance.
- Balance Transfer Fee. For each Balance Transfer, we will charge the greater of: (a) \$10; or (b) 3% of the amount of the Balance Transfer. This Fee will be included in the Balance Transfer balance.
- Late Fee. If you fail to pay any Minimum Payment Due on or before the Payment Due Date as reflected on your statement, we will charge a late fee. The late fee will be the lesser of \$27 or the Minimum Payment Due from the previous cycle for your Account. However, the fee will increase to the lesser of \$37 or the Minimum Payment Due from the previous cycle for your Account. However, the fee will increase to the lesser of \$37 or the Minimum Payment Due from the previous cycle for your Account. However, the fee will never exceed the amount of the Minimum Payment Due from the previous cycle for your Account if you fail to make a payment when due within six billing cycles of any prior late payment. The late fee will never exceed the amount of the Minimum Payment Due for the payment in Default.
- Expedited Delivery Fee. A charge of \$20 may apply for expedited delivery of replacement Cards.

WHAT DO YOU HAVE TO PAY AND WHEN?

You must make a minimum payment ("Minimum Payment Due") each month as set forth in your monthly statement. We may refuse any payment not in U.S. dollars or which is made by instruments not drawn on financial institutions in the United States. Payments are credited to your Account as of the date of receipt. We do not accept cash payments through the mail. 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 statement's "New Balance" (which does not include Credit Plans with special repayment terms), plus billed Interest Charges, late payment fees and any payment required under a promotional Credit Plan with previously disclosed special repayment terms, rounded to the next highest dollar.
- We will also add any past due amount.

If we agree to a repayment or workout plan, you must at least make payments as agreed for the duration of the agreed upon plan.

Your Statement will tell you the minimum payment due, your new balance, the payment due date, and an explanation of when the payment must reach us for us to consider it received as of that date. You may not use Balance Transfers, Cash Advances or Cabela's CLUB Points to pay any amount you owe to us or any other company in the Capital One organization. Any payment of an amount less than the total amount outstanding does not relieve you of your obligation to pay the remaining amount due on the Account unless we have given our specific, prior written approval. We may apply payments in amounts up to the Minimum Payment Due to your Account in any order or manner we choose. Any amount paid in excess of the Minimum Payment Due will be applied to balances in the order of those with the highest annual percentage rate to those with the lowest, as reflected on your most recent billing statement.

WHAT IF YOU PAY LATE OR OTHERWISE FAIL TO COMPLY WITH THIS AGREEMENT?

Your Account will be in default ("Default") and/or considered not in Good Standing:

- (a) If you do not make a required payment when due;
- (b) If you fail to comply with the terms of this Agreement or any other agreement or obligation with us;
- (c) In the event of your fraud or misrepresentation in connection with the application, issuance, or use of the Card and/or Account;
- (d) If you use the Account in excess of your Credit Limit; or
- (e) If you become bankrupt or insolvent.

If you are in Default, we may, at our option, refuse to extend further credit and declare the entire outstanding balance immediately due and payable. Defaults also may be reflected in your credit report and the credit report of any joint account holder, co-signer and/or authorized user on the Account.

AUTHORIZED USERS

If you ask us to issue a Card to any other person, they are an Authorized User. We may require certain information about them. We may limit their ability to use your Card. They may have access to certain information about your Account. You will be responsible for their use of the Account and anyone else they allow to use your Account, even if you did not want, or agree to, that use. If you want to remove an Authorized User from your Account, you must contact us at the Customer Service telephone number on your monthly statement or on the back of your Card and request their removal. You also must immediately destroy all Cards in their possession and cancel any arrangements they may have set up on your Account. They will be able to use your Account until you have notified us that you are removing them from your Account. During this time, you will still be responsible for all amounts they charge to your Account. You will be responsible even if these amounts do not appear on your Account until later.

ACCOUNT BASICS

Governing Law: This Agreement and all transactions under the Agreement will be governed by (a) the laws of the Commonwealth of Virginia and (b) applicable federal law and regulations. Card Ownership: You must sign all Cards immediately upon receipt. Cards issued to you, a joint cardholder, co-signer, or any authorized user will remain our property. You must return the Cards if we request you to do so.

Termination of Cards and Credit Privileges: We may, at any time, without cause, without prior notice (except as required by applicable law), and without affecting your obligations to us, (a) cancel your available credit, (b) revoke the Cards, and (c) refuse to make further advances.

Loss or Theft of Cards or Account Number: If you notice the loss or theft of your Card or your Account number or a possible unauthorized use of your Card or Account number, you should write to us immediately at: P.O. Box 82608, Lincoln, NE 68501; or call us (during normal business hours) at 1-800-850-8402 or (outside of business hours) at 1-800-556-5678. 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.

Change in Terms: We may modify the terms of this Agreement at any time. We will provide you any notice of change in terms required under applicable law. Changes will apply to all balances, including existing balances and future transactions, except as prohibited by applicable law. If applicable law grants you the right to reject any changes, the notice of change in terms will advise you of that right and the effects of rejecting the change.

Duty to Provide and Update Your Information: You agree to notify us of any changes to your address, telephone number or income within 30 days of such change.

Waiver and Severability of Contract Provisions: Our failure to enforce any provision of this Agreement or to exercise any of our rights upon Default will not be a waiver of our right to enforce these provisions or declare a future Default on other occasions. If any part of this Agreement is determined to be invalid or unenforceable, the balance of the Agreement will remain in full force and effect.

Authorization to Call and Monitor/Record Calls: You give us, our affiliates and agents ("Covered Parties") express consent to contact you for any lawful purpose at any telephone number you provide to us, or from which you call or may be called by us (including, but not limited to, telephone numbers publicly associated with you), and you further agree that such contacts are not unsolicited. Such lawful purposes include, but are not limited to: obtaining information; Account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You additionally agree that the Covered Parties may contact you at those number(s) via text message, automatic dialer calls, live operator and/or pre-recorded/artificial voice messages. You agree to be contacted by the Covered Parties via all of these methods whether or not the phone number is a home phone or work phone, or whether it connects to any type of mobile/wireless device, and also regardless of whether you will be charged by your telecommunications service provider for receipt of the calls/messages at those phone number(s).

We may listen to and record telephone conversations with you (whether the telephone conversation is initiated by you or us) for purposes of monitoring and improving the quality of service.

Request of Information and Reporting of Information: We may periodically request updated information from you and/or any joint cardholder, co-signer or authorized user on the Account, and we may provide, consistent with applicable laws and regulations, information with respect to your Account to others, including consumer reporting agencies and other credit grantors.

Credit Reports: We may report information about your Account to credit bureaus. Late payments, missed payments, or other Defaults on your Account, as well as your Account balance, may be reflected in your credit report and the credit reports of any joint cardholder, co-signer, and/or authorized user on the Account.

Foreign Transactions. Charges will be converted into U.S. dollars under a currency conversion procedure established by Visa. The exchange rate for these transactions is (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the central processing date (which may differ from the rate Visa receives), or (b) the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may be different than the rate that would have been used on the purchase date or the statement posting date.

CABELA'S CLUB VISA REWARDS PROGRAM

The Cabela's CLUB Visa Rewards Program is governed by separate terms and conditions ("Rewards Terms and Conditions"), which will be provided separately. In the event of any conflict between this Agreement and the Rewards Terms and Conditions, this Agreement will govern, except the Rewards Terms and Conditions will govern any matter related to the rewards program.

YOUR BILLING RIGHTS. Keep This Notice For Future Use. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Capital One - P.O. Box 82608 - Lincoln, NE 68501

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 the 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 <u>10 days</u> telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 2. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Capital One - P.O. Box 82608 - Lincoln, NE 68501 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.

STATEMENT OF MILITARY ANNUAL PERCENTAGE RATE (MAPR)

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear this same disclosure and a general description of your payment obligations for this credit card account, please call us toll-free at: 1-800-662-0419. During any period in which the Military Lending Act ("the Act") applies to you, no provision of your Cardholder Agreement that is inconsistent with the Act shall apply and your Cardholder Agreement shall be interpreted to comply with the Act.