

## Credit Card Agreement for Helzberg Diamonds Cards in Capital One®, N.A.

There are two parts to this Credit Card Agreement: **Capital One Pricing Information** and the **Capital One Customer Agreement**. The Pricing Information shows a range of terms that includes both mail and online offers for new accounts available under this Agreement as of December 31, 2019. The combination of terms that could apply to you may differ depending on the specific card offer and on your creditworthiness at the time of application. The **Customer Agreement** contains important information related to consumer credit cards issued by Capital One, N.A. If you are a current Capital One cardholder, please log in to your account if you would like to request the Credit Card Agreement for your account(s).

<b>CAPITAL ONE PRICING INFORMATION</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>27.99%.</b>
<b>Penalty APR and When It Applies</b>	<b>28.90%.</b> This APR may be applied to your account if you make a late payment. <b>How Long Will the Penalty APR Apply?</b> If APRs are increased for a payment that is late, the Penalty APR may apply indefinitely.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each Billing Cycle. We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than <b>\$2.00</b> .
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	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> .

<b>Annual Fee</b>	<b>None.</b>
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>• Late Payment</li><li>• Returned Payment</li></ul>	Up to <b>\$38.</b> Up to <b>\$25.</b>

**How Do You Calculate My Balance?** We use a method called “average daily balance (including new transactions)”. See the “How Do You Calculate the Interest Charge?” section.

**What Are My Billing Rights?** Information on your rights to dispute transactions and how to exercise those rights is provided in the Customer Agreement.

### **THINGS YOU SHOULD KNOW ABOUT THIS CARD**

**What Are The Daily Periodic Rates Used To Calculate My Interest?** The daily periodic rate for your Purchase APR is 0.07668% and Penalty APR is 0.07918%. See the “How Do You Calculate the Interest Charge?” section.

**How Can I Avoid Paying Interest Charges?** We will not charge you interest on new non-promotional purchases if you pay the full Regular Purchase Credit Plan balance displayed on your Billing Statement each month, plus any minimum payments required on promotional Credit Plans. Additional amounts may be required during the final two months of any Same as Cash promotion. More information about Interest Charges, including treatment of promotional balances, can be found in the Customer Agreement, in the section titled “Interest Charges and Fees”.

**How Do You Calculate the Interest Charge?** We use a method called Average Daily Balance (including new transactions).

1. First, for each Credit Plan we take the beginning balance each day and add in new transactions and the periodic Interest Charge on the previous day's balance. Then we subtract any payments and credits for that Credit Plan as of that day. The result is the daily balance for each Credit Plan.
2. Next, for each Credit Plan, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each Credit Plan.
3. At the end of each Billing Cycle, for all Credit Plans other than Same As Cash, we multiply your Average Daily Balance for each Credit Plan by the daily periodic rate (APR divided by 365) for that Credit Plan, and then we multiply the result by the number of days in the Billing Cycle. For Same As Cash Credit Plans, if interest is applied, the interest is accrued from the transaction date of the purchase through the current Billing Cycle. If you do not pay in full the balance attributed to promotional item(s) purchased on a Same As Cash Credit Plan within the promotional rate period, your APR calculation will factor in the sum of all of the balances attributed to the promotional item(s) over the entire promotional rate period. The Interest Charge for Same as Cash Credit Plans is the total of:
  - the applicable daily periodic rate (APR divided by 365) for the current Billing Cycle times the daily balance for each day in the current Billing Cycle; plus
  - the applicable daily periodic rate for each prior Billing Cycle times the daily balances of the Credit Plan for each day during each prior Billing Cycle.
4. We add the Interest Charges for all Credit Plans together. The result is your total Interest Charge for the Billing Cycle.

NOTE: Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

**How Is The Interest Charge Applied?** Interest Charges accrue from the date of the transaction or the first day of the Billing Cycle. Interest Charges accrue on every unpaid amount until it is paid in full. This means you may owe Interest Charges even if you pay the entire "New Balance" for one Billing Cycle, but did not do so the previous Billing Cycle. Unpaid Interest Charges are added to the corresponding Credit Plan of your Account. For Waived Interest Charge Credit Plans, no interest is charged for the promotional period. 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.

**Can You Change My Account Terms?** We can change the terms of your Account as permitted by law. When required, we will send you notice before doing so.

## Capital One® Customer Agreement

### Welcome to Capital One

This credit card is issued by Capital One, N.A. and may be used at participating retail locations that accept the *Card*. This Customer Agreement, including any changes to it (“Agreement”), contains the terms of your agreement with Capital One.

### Definitions

The meanings of the terms you see in italics appear in the **Glossary** section at the end of this Agreement.

As used here, “you” and “your” mean each applicant and co-applicant for the *Account*; any person responsible for paying the *Account*; and any person responsible for complying with this Agreement. “We”, “us”, “our” and “Capital One” mean Capital One, National Association and its agents, authorized representatives, successors and assignees.

### Account Documents

The following documents govern your *Account* with us:

- (1) this Agreement;
- (2) all *Statements*;
- (3) any privacy notices;
- (4) all disclosures and materials provided to you before or when you opened your *Account*;
- (5) any other documents and disclosures relating to your *Account*, including those provided online; and
- (6) any future changes we make to any of the above.

Please read these carefully and keep them for future reference.

### New Offers

In the future, we may provide you with new offers that we think may interest you. The terms of these offers may differ from the standard terms on your *Account*. This Agreement will still apply.

### Account Information

We need information about you to manage your *Account*. This includes:

- (1) your legal name,
- (2) a valid U.S. mailing address and residential address (if different),
- (3) your date of birth,
- (4) your Social Security number or other government identification number,
- (5) your telephone number(s), and
- (6) your employment and income information.

You must tell us when this information changes. We may ask you for additional documents to verify any changes. We may restrict or close your *Account* if we cannot verify your information, or if you do not provide it as requested.

### Credit Limits

When you open your *Account*, we will tell you your credit limit. This will also appear on your *Statement*. We may also refer to your credit limit as your credit line.

You are responsible for keeping track of your balance and your available credit. You must manage your *Account* to remain below your credit limit. We may honor transactions above your credit limit, but if we do, these transactions will not increase your credit limit. You are responsible for paying for any transaction you make above your credit limit.

We may also increase, decrease, restrict or cancel your credit limit at any time. This will not affect your obligation to pay us.

## Using Your Account

- (1) This Agreement applies whether or not you use your *Card* or *Account*. It will continue to apply even after your *Account* is closed, as long as you have a balance.
- (2) You must sign the *Card* immediately when you receive it.
- (3) You must return the *Card* to us or destroy it if we ask you to.
- (4) You must take reasonable steps to prevent the unauthorized use of your *Card* and *Account*.
- (5) We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your credit limit or your *Account* is not in default.
- (6) We are not responsible for any losses you incur if we do not authorize a transaction.
- (7) We are not responsible for any losses you incur if anyone refuses to accept your *Card* for any reason.
- (8) You must not use, or try to use, the *Card* for any illegal activity. You are responsible for any charges if you do.
- (9) We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

## Promotional Credit Plans

From time to time, we may offer one or more promotional *Credit Plans* prior to or at the time of your purchase. Only certain purchases may be eligible for promotional *Credit Plans*. These plans may have special repayment terms and are conditioned on your timely payment of at least the required payment amount each *Billing Cycle*:

- (1) **Waived Interest Charge Credit Plan** - With this plan, there are no *Interest Charges* on your purchase for a specified period.
- (2) **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 *Statement*. If you do not repay in full by the promotional expiration date, *Interest Charges* will be imposed on the promotional purchase from the purchase date.
- (3) **Reduced Rate Credit Plan** - With this plan, you will receive a reduced Annual Percentage Rate (APR) on your purchase for a specified period.

## 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.

## Removing an Authorized User

If you want to remove an *Authorized User* from your *Account*, you must contact Customer Service 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.

*Authorized Users* may remove themselves from your *Account* upon request. We reserve the right to remove them from your *Account* for any reason. To remove them from your *Account*, we may close your existing *Account* and issue a new *Card* with a new *Account* number.

## Your Promise to Pay

You promise to pay us all amounts due on your *Account*. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting your actual *Card* (such as for mail, telephone, Internet or mobile device purchases) the same as if you used the *Card* in person. If you let someone else use your *Card*, you are responsible for all transactions that person makes.

## Statements

We will generally send or make available to you one *Statement* for all *Cards* on your *Account* at the end of each *Billing Cycle*. Under certain circumstances, the law may not require us to send or make available to you a *Statement*, or may prohibit us from doing so.

## Disputed Transactions

You must inspect each *Statement* you receive. Tell us about any errors or questions you have, as described in the "Billing Rights Summary" on your *Statement* and other *Truth-in-Lending Disclosures*. If you do not notify us of an error, we will assume that all information on the *Statement* is correct.

If we credit your *Account* for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction. You will also:

- (1) give us any information about the disputed transaction, if we ask;
- (2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and
- (3) help us get reimbursement from others.

## No Warranties

We are not responsible for any claim you may have regarding the purchase of goods or services made with your *Card* beyond your rights described in the "Billing Rights Summary" on your *Statement*.

## Lost or Stolen Card

If your *Card* is lost or stolen or if you think someone else may be using your *Card* or *Account* number without your permission, you must contact Customer Service immediately. You will not be responsible for transactions on your *Account* that we find are unauthorized.

If we reimburse you for unauthorized transactions, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request.

## Interest Charges and Fees

We will charge *Interest Charges* and *Fees* to your *Account* as disclosed on your *Statement* and other *Truth-in-Lending Disclosures*. In general, *Interest Charges* begin to accrue from the date of a purchase. However, we will not charge you interest on any new purchases posted to your *Account* if you paid the total balance of your *Account* in full by the due date on your *Statement* each month.

If you have a Same as Cash, Waived Interest Charge or Reduced Rate *Credit Plan* balance and the promotional period does not expire before your payment due date, we will exclude that promotional plan balance from the amount you must pay in full to avoid *Interest Charges* on new non-promotional purchases. However, you must still make any required payment on that excluded promotional balance. Additionally, during the last two full *Billing Cycles* prior to expiration of any Same as Cash *Credit Plan*, in order to continue to avoid interest on new non-promotional purchases, you must also add payment in full of any such remaining Same as Cash *Credit Plan* balance.

For Same as Cash plans, we will not charge you interest on your promotional purchase if you repay the full amount of the purchase before the expiration date shown on your *Statement*. If you do not repay the promotional purchase in full by the expiration date, *Interest Charges* will be imposed on the promotional purchase from the date of the purchase.

We will generally treat *Fees* as purchase transactions unless otherwise specified below. These *Fees* apply to your *Account* only if your *Truth-in-Lending Disclosures* provide for them. We may increase your *Interest Charges* and *Fees* as described in the **Changes to Your Agreement** section or in your *Truth-in-Lending Disclosures*.

## Late Payment Fee

We may charge you this *Fee* if we do not receive your payment as instructed on your *Statement* by the payment due date.

## Returned Payment Fee

We may charge you this *Fee* each time your financial institution for any reason rejects a payment you make to us.

## Minimum Payment

You must pay us at least the minimum payment due by the payment due date. The minimum payment for your *Account* includes the minimum payment due on each *Credit Plan*. Your *Statement* will tell you:

- (1) the minimum payment due,
- (2) your new balance,
- (3) the payment due date and
- (4) an explanation of when the payment must reach us for us to consider it received as of that date.

Returns and other credits to your *Account* will reduce your *Account* balance, but they will not change your minimum payment amount.

In addition to the minimum payment, you may pay all or part of the total balance on your *Account*. But, you must still pay at least the minimum payment amount each month, even if you paid more than the minimum payment due on the previous *Statement*. We will continue to charge *Interest Charges* during *Billing Cycles* when you carry a balance regardless of whether your *Statement* includes a minimum payment that is due. If your *Account* is 180 days past due, is part of a bankruptcy proceeding, or is otherwise charged off, the total balance is immediately due and payable.

## Making Payments

Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept cash payments through the mail. You may not make payments with funds from your *Account* or any other credit account with us or any other company in the Capital One organization. You must send mailed payments to us as instructed on your *Statement*, unless we tell you otherwise.

## Other Payment Services

We may make services available that allow you to make faster or recurring payments online or by telephone. We will describe the terms for using these services and any applicable *Fee* before you use them. You do not have to use these other payment services.

We are not responsible if your financial institution rejects a payment made using our payment services.

If you ask someone else to make a payment for you, we may provide that person with limited *Account* information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept it, you

will be responsible for that payment even if a financial institution rejects it.

### Payment Processing

We may accept and process payments without losing any of our rights. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your *Account*. We may resubmit and collect returned payments electronically. If necessary, we may adjust your *Account* to correct errors, process returned and reversed payments and handle similar issues.

When you send us an *Item* as payment, you authorize us to make a one-time electronic fund transfer from your deposit account. You also authorize us to process the payment as an *Item*. We may withdraw the funds from your deposit account as early as the same day we receive your payment. You will not receive your *Item* back from your bank. We will provide additional information about this process on your *Statement*.

We may use the information from an *Item* to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way we would process an *Item*. We will not be responsible if an *Item* you provide has physical features that when imaged result in it not being processed as you intended.

### How We Apply Your Payments

In each *Billing Cycle*, we generally apply payments up to your minimum payment amount to satisfy the minimum payment due on each *Credit Plan*, first to the lowest APR *Credit Plan* balance and then to higher APR *Credit Plan* balances. We apply any part of your payment exceeding your minimum payment to the balance with the highest APR, and then to balances with lower APRs. We do this based on the APRs in effect and balances owed on the day your preceding *Billing Cycle* ended.

If your *Account* has a Same as Cash *Credit Plan* balance, we will treat that balance as having a 0% APR for this purpose, until the last two *Billing Cycles* of the promotional period. During the last two full *Billing Cycles* of the promotional period, we will apply payments exceeding the minimum payment to the Same as Cash *Credit Plan(s)* that is expiring, in the order of expiration date.

### Items with Restrictive Words, Conditions, or Instructions

You must mail all *Items* bearing restrictive words, conditions, limitations or special instructions to:

Capital One  
PO Box 1330  
Charlotte, NC 28201-1330

This includes *Items* marked "Paid in Full" or similar language. This also includes all accompanying communications.

If you make such a payment or send any accompanying communications to any other address, we may reject it and return it to you. We may also accept it and process it without losing any of our rights.

### Credit Balances

We may reject and return any payment that creates or adds to a credit balance on your *Account*. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges. You may write to the address provided on your *Statement* or call Customer Service to request a refund of any available credit balance.

### Account Default

You will be in default if:

- (1) you do not make any payment when it is due;
- (2) any payment you make is rejected, not paid or cannot be processed;
- (3) you exceed a credit limit;
- (4) you file or become the subject of a bankruptcy or insolvency proceeding;
- (5) you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
- (6) we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us; or
- (7) you do not comply with any term of this Agreement or any other agreement with us.

If you are in default, we may take certain actions with respect to your *Account*. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

- (1) charge you *Fees*, or change the APRs and *Fees* on your *Account*, if provided in your *Truth-in-Lending Disclosures*;
- (2) close or suspend your *Account*;
- (3) lower your credit limit(s);
- (4) demand that you immediately pay the total balance owing on your *Account*;
- (5) continue to charge you *Interest Charges* and *Fees* as long as your balance remains outstanding; and/or
- (6) file a lawsuit against you, or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

### Communications

You agree that we may communicate with you by mail, telephone, email, fax, prerecorded message, automated voice, text message or other means allowed by law regarding your *Account*.

You agree that we may contact you at any telephone number (including a mobile telephone number that you provide us), and use an automated telephone dialing system or similar device to do so. You agree that we may monitor or record any conversation or other communication with you.

### Credit Reports

We may report information about your *Account* to credit bureaus and others. Late payments, missed payments or other defaults on your *Account* may be reflected in your credit report. Information we provide may appear on your and the *Authorized Users'* credit reports.

If you believe that we have reported inaccurate information about your *Account* to a credit bureau or other consumer reporting agency, notify us in writing at PO Box 30258, Salt Lake City, UT 84130-0258. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect.

We may obtain and use credit, income and other information about you from credit bureaus and others as the law allows.

### Closing or Suspending Your Account

You may contact Customer Service to ask us to close your *Account*.

We may close or suspend your *Account* at any time and for any reason permitted by law, even if you are not in default.

If we close or suspend your *Account* for any reason, you must stop using your *Card*. You must also cancel all billing arrangements set up on the *Account*. If we close or permanently suspend your *Account*, you must return or destroy all *Cards*. You must still pay us all amounts you owe on the *Account*.

### Changes to Your Agreement

At any time, we may add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you notice of any changes as required by law. We may notify you of changes on your *Statement* or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes.

Your variable APRs (if applicable) can go up or down as the index for the rate goes up or down. If we increase your APRs for any other reason, or if we change your *Fees* or other terms of your *Account*, we will notify you as required by law.

### The Law That Applies to Your Agreement

We make decisions to grant credit and issue you a *Card* from our offices in Virginia. This Agreement is governed by applicable federal law and by Virginia law. If any part of this Agreement is unenforceable, the remaining parts will remain in effect.

### Waiver

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. For example, we may waive your *Interest Charges* or *Fees* without notifying you and without losing our right to charge them in the future.

### Assignment

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign or transfer your *Account* or this Agreement to someone else without our written permission.

We may sell, assign or transfer your *Account* and this Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we have transferred your *Account* or this Agreement, we can return the payment to you, forward the payment to the assignee or handle it in another way that is reasonable.

### Glossary

- **“Account”** means your *Card Account* with us.
- **“Authorized User”** means a person who may use the *Card* but is not responsible for the repayment of the *Account*.
- **“Billing Cycle”** means the period of time reflected on a *Statement*. This period may vary in length, but is approximately 30 days. You will have a *Billing Cycle* even if a *Statement* is not required. We will often specify a *Billing Cycle* by the month in which its closing date occurs. For example, a “March *Billing Cycle*” will have a closing date in March. We may also refer to a *Billing Cycle* as a “Billing Period”. If your *Account* balance has charged off, we may switch to quarterly *Billing Cycles* for your *Account*.
- **“Card”** means any Capital One credit card associated with your *Account*. This includes all renewals and substitutions. It also means any other access device for your *Account* we give you that allows you to obtain credit, including any *Account* number.
- **“Credit Plans”** mean the different parts of your *Account* we may establish that are subject to unique APRs, pricing or other terms. The sum of your *Credit Plan* balances equals your total *Account* balance.
- **“Fees”** mean charges imposed on your *Account* not based on the Annual Percentage Rates.
- **“Interest Charges”** mean any charges to your *Account* based on the application of Annual Percentage Rates.
- **“Item”** means a check, draft, money order or other negotiable instrument you use to pay your *Account*. This includes any image of these instruments. This does not include an *Access Check*.
- **“Statement”** means a document showing important *Account* information, including all transactions billed to your *Account* during a *Billing Cycle* and information about what you must pay. We may also refer to your *Statement* as a “Periodic *Statement*” or a “Billing *Statement*”.
- **“Truth-in-Lending Disclosures”** means disclosures that the federal Truth in Lending Act and Regulation Z require for any *Account*. This includes your application and solicitation disclosures, *Account* opening disclosures, subsequent disclosures, *Statements* and change in terms notices.



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