

CAPITAL ONE BANK (USA), N.A. FEE AND OTHER COST INFORMATION AND PRIVACY NOTICE

Please accept this request form as my application for a Cabela's CLUB Visa® credit card with Capital One. By acceptance and use of the card issued pursuant to this application, I accept the terms and conditions and agree to be bound thereby and by further terms and conditions accompanying the card and any renewal or replacement card.

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Cabela's Purchases	9.99%
APR for Other Purchases	16.23% - 25.23% when you open account, based on your creditworthiness. After that, your APR will vary with the market based on One Month LIBOR.
APR for Cash Advances and Balance Transfers	26.23% This APR will vary with the market based on One Month LIBOR.
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 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	Either \$10 or 4% of the amount of each cash advance, whichever is greater.
Balance Transfer	Either \$10 or 3% of the amount of each transfer, whichever is greater.
Penalty Fees	
Late Payment	Up to \$37
Overlimit	None
Returned Check	None

How We Will Calculate Your Balance:

We use a method called "average daily balance (including new purchases)."

Capital One Bank (USA), N.A. ("We", "Us", or "Our") is the issuer of the Cabela's CLUB Visa. By applying for a credit card with us, you agree to the following:

- You authorize us to obtain credit reports in connection with (a) your request for and our issuance of an account; (b) the collection, review or renewal of your account; and (c) any change to your credit limit or terms of your account.
- You will receive a Cardholder Agreement with your credit card(s). The Cardholder Agreement becomes effective and you agree to its terms by either using your account or by not closing your account within three days of receipt of your Cardholder Agreement. We have the right to change the account terms, including the APRs, in accordance with the Cardholder Agreement.
- You understand that you may not be approved if you are under 18 years of age or do not have a valid Social Security Number or Individual Taxpayer Identification Number or if your application is missing required information or the information is unreadable, inaccurate or cannot be verified.

- You understand that to qualify for this offer, your address cannot be: a) outside of the 50 United States, Washington, D.C., or a U.S. military location; b) a correctional institution. This offer is nontransferable.
- Virginia law will govern your agreement with us.
- The credit limit will be based on our review of your credit report and information you provide on the application. The minimum credit limit is \$500.
- We may use your email address to contact you regarding your account or to notify you of other services and offers. Your name and contact information may be released to Cabela's so they can send you special offers and promotions.
- An applicant, if married, may apply for a separate account.

Wisconsin Residents: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision. If you are married, by submitting your credit card application you are confirming that this credit card obligation is being incurred in the interest of your marriage and your family. If the credit card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

New York and Vermont Residents: Capital One may obtain at any time your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. Contact us for more information at 1-800-552-7963. New York residents may contact the New York state department of financial services at 1-800-342-3736 or visit www.dfs.ny.gov for free information on comparative credit card rates, fees and grace periods.

Ohio Residents: Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers compliance with these laws.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

We reserve the right to change CLUB benefits, rewards, and special offers at any time. The information about the cost of this card is accurate as of 10/1/17 and is subject to change thereafter. To find out what may have changed, write Capital One Bank (USA), N.A., P.O. Box 82608, Lincoln, NE 68501.

CARDHOLDER AGREEMENT

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 "Special Promotions"). 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, or any portion of a new Purchase, 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 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.
- **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.

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.

We may round the Minimum Payment Due to the nearest dollar.

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 joint cardholders, co-signers, and/or authorized users on the Account.

CABELA'S CLUB POINTS 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.