

Important Account Information

Credit Card Disclosure Chart

ACCOUNT TERMS FOR YOUR BERGDORF GOODMAN CARD ISSUED BY CAPITAL ONE®

IMPORTANT NOTICE to those who applied by phone during the prior 30 days: Please read these Account Terms and Customer Agreement. If you do not wish to be bound by the terms of this Account, please call Bergdorf Goodman on behalf of Capital One at 1-800-685-6695 within seven days of receiving this notice.

If you refuse the *Account*, you must:

- return any merchandise purchased with the *Account*; or
- make other payment arrangements for those purchases with Bergdorf Goodman.

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest On Purchases	Your due date is at least 26 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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$.50.
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.
Penalty Fees	
Late Payment	Up to \$35.
Returned Payment	Up to \$25.

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 "Your Billing Rights" section.

What Should I Put For Total Annual Income? You may include personal income, which is income you have earned, including full-time, part-time, or seasonal jobs, self-employment, interest or dividends, retirement, and public assistance. You may also include shared income, which is money from somebody else that is regularly deposited into your individual account or into a joint account that person shares with you. If you are 21 or over, you may also include somebody else's income that is regularly used to pay your expenses.

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.

How Do You Calculate My Variable Rates? Your variable rates may change each month if the Prime Rate changes. We calculate variable rates by adding a percentage to the Prime Rate published in *The Wall Street Journal* that is in effect on the last day of each month. Variable rates will be updated monthly and will take effect on the first day of your next Billing Cycle: Purchase APR: Prime plus 20.74%. Any increase in the Prime Rate may increase your Interest Charges and your minimum payment due.

What Are The Daily Periodic Rates Used To Calculate My Interest? The daily periodic rate for your Purchase APR is 0.06573%. See the "How Do You Calculate the Interest Charge?" section.

How Do You Calculate My Minimum Payment? If your balance is less than \$25, your minimum payment will be equal to your balance. Otherwise, your minimum payment will be the greater of \$25 or 1% of your "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 up to the nearest \$5. We will also add any past due amount.

How Is The Amount Of A Late Payment Fee Determined?

Outstanding Balance on Payment Due Date	Late Payment Fee - first time your payment is late.	Late Payment Fee - if another payment is late during the next 6 Billing Cycles.
Up to and including \$100	\$19	\$19
More than \$100 and up to and including \$300	\$25	\$29
More than \$300	\$25	\$35

ADDITIONAL DISCLOSURES & TERMS AND CONDITIONS

By applying for this credit card account issued by Capital One, N.A. (Capital One), I understand that I am furnishing my application information to both Bergdorf Goodman and Capital One, N.A., and I may not be approved if:

- My application is missing required information or the information is unreadable, inaccurate or cannot be verified.
- I am under 18 years of age or do not have a valid Social Security Number or Individual Taxpayer Identification Number.
- I have 5 or more Capital One credit cards or have been in default on a Capital One credit card within the past year.

"Capital One credit card" may refer to any card issued by Capital One, including co-brand and retail cards.

If I am approved, I understand the following with respect to this Account:

- I am bound by the terms of the Capital One Customer Agreement and any changes made to that Agreement.
- I have authorized Capital One to check my credit and employment history and to answer questions about its credit experience with me.
- I have authorized Capital One and Bergdorf Goodman to exchange information about my application and my Account so that I can receive the benefits and services of this card, and so that Bergdorf Goodman can inform me of additional information, offers, and opportunities.

THINGS YOU SHOULD KNOW ABOUT THIS CARD

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 information about Interest Charges, including treatment of promotional balances, can be found in the attached 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, 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. 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.

What Promotional Financing Plans May Be Made Available Using The Card?

Please find below a description of the promotional financing plans that may be applicable to your future purchases. After the expiration of the period described below, a variable APR of 21.0% will apply to any balance remaining on an expired promotional Credit Plan. This APR will vary with the market rate based on the Prime Rate. The plans listed may only be offered at limited times throughout the year. For any questions, please call 1-800-685-6695.

- **6 Months Waived Interest Charges/Equal Monthly Payments (17001/10799)** - Minimum payments required as stated on your monthly Billing Statement. No Interest Charges on the promotional item(s) for 6 months. Beginning after 6 months, the rate attributable to the promotional item(s) will increase to the variable rate described above.
- **9 Months Waived Interest Charges/ Equal Monthly Payments (17003)** - Minimum payments required as stated on your monthly Billing Statement. No Interest Charges on the promotional item(s) for 9 months. Beginning after 9 months, the rate attributable to the promotional item(s) will increase to the variable rate described above.
- **12 Months Waived Interest Charges/ Equal Monthly Payments (17004)** - Minimum payments required as stated on your monthly Billing Statement. No Interest Charges on the promotional item(s) for 12 months. Beginning after 12 months, the rate attributable to the promotional item(s) will increase to the variable rate described above.
- **20 Months Waived Interest Charges/ Equal Monthly Payments (17006)** - Minimum payments required as stated on your monthly Billing Statement. No Interest Charges on the promotional item(s) for 20 months. Beginning after 20 months, the rate attributable to the promotional item(s) will increase to the variable rate described above.

Are Unauthorized Use Claims Subject to Investigation and Verification? Yes.

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.

IMPORTANT INFORMATION ABOUT CREDIT REPORTING

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

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 of your statement, write to us at:

C/O Bergdorf Goodman
Capital One, N.A.
PO Box 729080
Dallas, TX 75372-9080

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 the problem: If you think there's 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, or notify us electronically, 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 our receipt of your letter, we will send you a written notice explaining that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

While we investigate whether or not there has been an error, the following are true:

- 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 until we send you a notice about the outcome of our investigation, 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, 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; and
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:

C/O Bergdorf Goodman
Capital One, N.A.
PO Box 729080
Dallas, TX 75372-9080

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.

STATE-SPECIFIC INFORMATION

NOTICE FOR CALIFORNIA RESIDENTS: Applicants may, after credit approval, use the credit card account up to its credit limit and be liable for amounts extended under the plan to any joint applicant. If you are married, you may apply for credit in your own name.

NOTICE FOR 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.

NOTICE FOR 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. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-877-226-5697 or <http://www.dfs.ny.gov>.

NOTICE FOR WISCONSIN RESIDENTS: No provision of any marital 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.

NOTICE FOR DELAWARE RESIDENTS: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

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 mailing address and residential address (if different);
- (3) your date of birth;
- (4) your Social Security number or other government identification number we accept;
- (5) your telephone number(s); and
- (6) your 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.

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 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 your *Card* is declined.
- (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) **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* 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 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*. However, you must still make any required payment on that excluded promotional balance.

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.

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 file or become the subject of a bankruptcy or insolvency proceeding;
- (4) you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
- (5) we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us; or
- (6) 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) demand that you immediately pay the total balance owing on your *Account*;
- (4) continue to charge you *Interest Charges* and *Fees* as long as your balance remains outstanding; and/or
- (5) 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 729080, Dallas, TX 75372-9080. 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 the Bergdorf Goodman credit card issued by Capital One 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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Signature Disclosure

Important: I have read and agree to the Account Terms, Customer Agreement and Privacy Notice provided. I agree that I am furnishing all of my application information to both Bergdorf Goodman, and to Capital One, N.A. ("Capital One[®]"), and I authorize Capital One and Bergdorf Goodman to exchange information about my application and my account so that I can receive the benefits and services of this card rewards program, and so that Bergdorf Goodman can inform me of additional information, offers, and opportunities. Capital One is authorized to check my credit and employment history. I agree that I am not applying for a specific credit amount.

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