



Business Name	Yoyo Ltd
Does Business As	Yoyos
Business Address (P.O. Boxes Will Not Be Accepted)	1212 Yoyo Ave
Unit or Suite Number	2
City	Yoyoland
State	Alabama
Zip Code	12121 2112
Business Phone Number	(121) 212-1212
Year Established	2012
Business Type	LLC
Federal Tax Id	... - .. -
Parent Company (optional)	Yoyo Daddy
Credit Line Request	\$4,000.00
Business Contact's Email Address	yoyo@yoyo.com
Billing contact first and last name	yoyo yoyo
Billing Address (P.O. Boxes Will Not Be Accepted)	1212 Yoyo Ave
Unit or Suite Number	2
City	Yoyoland
State	Alabama
Zip Code	12121 2112
Billing Phone Number	(121) 212-1212

Your Personal Guarantee Information.

First Name	yo
Last Name	mama
Home Address	mama
City	mamaaaaa
State	Alabama
Zip Code	12121 2122
Primary Phone Number	(141) 414-1414
Date of Birth	12 / 12 / 1987
Social Security Number	... - .. -
Total Annual Income	\$80,000.00

IMPORTANT INFORMATION: ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

Federal law requires us to obtain, verify, and record information that identifies everyone who opens an account. This is required to help in the government's fight against terrorism and money laundering activities. This also protects you against fraud.

This means that when we process the application we are required to ask for your business name, address, federal tax ID number, and other information that will allow us to verify the identity of the business.

If the nature of your business requires us to look for your personal guaranty, in addition to your business's credit bureau report, a personal credit bureau report will be obtained and 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.

PRIVACY:

You agree that Capital One, N.A. may collect information about you and your use of the Card and Account and pertinent information about any reimbursement, your employment status and location, and any other related tracking information. You further acknowledge and agree that any such information may be exchanged between us and the Business. Information will be collected, used and disclosed for the following purposes: (i) to operate and collect on the Account; (ii) to meet legal and regulatory requirements; and (iii) for internal audit (including security), statistical and record keeping purposes.

We may use the services of any financial institution or other reliable third party of our choice as our agent or service provider in connection with the provision of data processing or other services. In particular, we may use other Capital One Group companies and/or third parties in Canada and in other countries to process information.

You understand that you may access your Personal Information in our possession or make corrections to it by writing to us at the following address: Capital One Business Solutions, P.O. Box 30260, Salt Lake City, UT 84130-0260.

GENERAL:

Each business entity submitting the application for a Contractor Business Account ("Account") applies for an Account with Capital One, N.A. In this Agreement, the words "you" and "yours" refer to the business entity applying for an account, the words "we," "us" and "our" refer to Capital One, N.A. and the word "Seller" refers to Menards, Inc. Any person using the Account with the express or implied permission of you ("Authorized User") is bound by the terms of this Agreement.

If we accept your application to open an Account, we will extend credit and make advances so that you may purchase goods and services for business purposes from the Seller and at other establishments approved by the Seller and us.

ACCEPTANCE OF AGREEMENT:

The use of your Account by you or an Authorized User, means you accept this Agreement.

PROMISE TO PAY:

You agree to pay in U.S. dollars for all purchases, late fees, over-limit fees, return check charges, and other charges or fees under this Agreement incurred by you or an Authorized User plus collection costs, including court costs and reasonable attorney fees.

BUSINESS PURPOSE:

You represent that (1) you are (a) a valid business entity in good standing under the laws of the jurisdiction of your organization; or (b) a qualified religious, educational or other non-profit entity; or (c) a government agency or instrumentality; (2) this Application and Agreement is executed by a duly authorized representative on your behalf; and (3) this Account will be used for business purposes only as defined in the Truth-in-Lending Act and Regulation Z and that purchases under this Account are not subject to the Truth-in-Lending Act or state statutes governing consumer credit purchases for personal, family or household purposes.

CREDIT LINE:

You agree that we may establish a credit line for your convenience and that your credit purchases, at any one time, will not exceed the amount of your credit line established by us. You will be advised of your credit line when your Account is approved. You agree that we may terminate or reduce your credit line at any time.

PAYMENTS:

You agree that any payment may be returned to you if your check is (i) not drawn on U.S. dollars on deposit in the U.S.; (ii) missing a signature; (iii) drawn with different numeric and written amounts; (iv) endorsed with a restrictive endorsement; (v) postdated; (vi) drawn on a credit account issued by us or our affiliates; or (vii) not paid on presentment. Payments received after 1:00 p.m. will be credited on the next business day. Payment checks must be accompanied by the remittance portion of your billing statement and your account number must be written on the check; otherwise your payment may not be credited to your Account and it may be returned to you. If you send us a communication concerning a disputed debt, including an instrument tendered as full satisfaction of a debt such as a payment marked "payment in full" or similar notation, send it only to: P.O. Box 30260, Salt Lake City, UT 84130-0260.

REPAYMENT TERMS:

You agree to pay within 23 days of the statement date a Minimum Monthly Payment in an amount (rounded to the next highest dollar) which is the greater of: (1) 1/12th of the balance as of your last purchase including Fees and Charges; or (2) \$25. When your balance is less than \$25, the Minimum Monthly Payment will be your balance. You may at any time pay the entire New Balance shown on your billing statement, but each month you must pay at least the Minimum Monthly Payment.

FINANCE CHARGES:

Your account has a variable rate feature and therefore the daily periodic rate and corresponding Annual Percentage Rate may change monthly. Finance Charges for each billing cycle equal the Average Daily Balance, including current purchases, times the Daily Periodic Rate times the number of days in the billing period. The Annual Percentage Rate for the Standard Rate will be **16.99%** above the highest Prime Rate (and the daily periodic rate will be 1/365th of this figure) as published in *The Wall Street Journal* "Money Rates Section" on the first or last day of the month that *The Wall Street Journal* is published. The Annual Percentage Rate for the Default Rate will be **23.74%** above the Prime Rate disclosed above. The Average Daily Balance is the total of the outstanding Balances for all days in the billing period divided by the number of days in that billing period. The outstanding Balance is (1) the unpaid balance, including new purchases, plus (2) any unpaid Finance Charges; and other Charges and fees, if any, less (3) all credits and payments received in the billing period on or before that billing date. If the previous balance shown on the monthly statement is zero and you pay the new balance in full by the payment due date, you will not have to pay finance charges on the new balance amount.

LATE PAYMENT FEE:

If you fail to pay the minimum monthly payment when due, you agree to pay a Late Payment Fee of \$39.

RETURN CHECK FEE:

If you make a payment with a check that is dishonored or returned for insufficient funds you agree to pay a fee of \$29 for each such check.

OVERLIMIT FEE:

If you make a purchase which causes your balance to exceed your credit limit, you agree to pay a fee of \$0 for each such occurrence.

PERSONAL GUARANTOR:

Guarantor waives any and all notices regarding this Guaranty and the Account. Guarantor consents to and waives any and all notices regarding the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security or any other form of obligation for the Company's indebtedness and anything whatsoever, whether or not specified in this paragraph, which may be done or waived by or between us and the Company or the Company's representatives or other creditors in a bankruptcy proceeding or under any other circumstances.

The obligation of Guarantor is primary and unconditional, and covers all existing and future indebtedness of the Company to us. This obligation shall be enforceable before or after proceeding against the Company or against any security held by us and shall be effective regardless of the solvency or insolvency of the Company at any time, the extension or modification of the indebtedness of the Company by operation of law, or the subsequent incorporation, reorganization, merger, or consolidation of the Company, or any other change in the Company.

This Guaranty does not create an obligation to us to extend or continue to extend credit to Company. Our records relating to the Account shall be admissible in evidence in any action or proceeding involving this Guaranty and the records shall be prima facie proof of the items therein set forth. This Guaranty shall for all purposes be deemed to be made in and shall be governed by the laws of the Commonwealth of Virginia. This Guaranty shall be binding upon Guarantor, his or her legal representatives, and assigns and shall inure to the benefit of us and our successors and assigns. Guarantor acknowledges that he or she is an owner of, or partner in, as applicable, the Company and further acknowledges receipt of consideration for this Guaranty.

APPLICATION OF PAYMENTS:

We may apply your payments in any order determined by us.

SECURITY:

(Except in Montana & New York): You are giving us and we are retaining a purchase money security interest under the Uniform Commercial Code in the goods being purchased under this Agreement until the debt for the goods is paid in full. This permits us, under certain circumstances as provided by law, to take back, or repossess, the goods if you default under the terms of this Agreement.

DEFAULT:

The following are events of default under this Agreement:

- You do not pay any payment when due.
- You make any false or misleading statement on your credit application or fail to supply us with updated financial statements within 30 days of our request.
- You file for bankruptcy or a bankruptcy petition is filed against you.
- Any natural person guaranteeing payment of this Agreement dies, declares bankruptcy or has a bankruptcy petition filed against him or her.
- There is an event that occurs, which in our reasonable discretion, causes the prospect of payment by you to be significantly impaired.
- The goods securing this Agreement are lost or destroyed.
- You breach any other terms of this Agreement.

In the event of default, we may demand the entire unpaid balance be paid immediately. If you are in default and we refer your Account to an attorney and/or collection agency for collection, we may charge you our collection costs, including court costs and reasonable attorneys' fees, when and as permitted by applicable law. We also reserve our rights and remedies pertaining to repossession and resale of any repossessed goods as provided under applicable law. We agree to pay you a surplus, if any, resulting from a resale of repossessed goods, and you agree to pay us a deficiency, if any, when permitted by law.

All liabilities of the Company and of the Guarantor shall mature immediately upon the insolvency of the Company, its inability to meet its obligations as they become due, the appointment of a receiver, custodian or trustee for the Company or any of its property, the filing of a voluntary or involuntary petition for relief in bankruptcy, reorganization, or arrangement, the making of an assignment for the benefit of creditor, or the calling of a meeting of creditors by the Company, or if any of the foregoing events shall occur with respect to any Guarantor.

CHANGE OF TERMS:

We may change or terminate any terms, conditions, services or features of your Account or this Agreement (including increasing your late charges) at any time. We may also add new terms, conditions, services or features to your Account or this Agreement. We may impose any change in terms or any new terms on your outstanding balance as well as on subsequent transactions and balances. To the extent required by law, we will notify you in advance of any change in terms or any new terms by mailing a notice to you at your address as shown on our records.

UPDATED FINANCIAL INFORMATION:

Upon request, you agree to promptly give us accurate business and personal financial statements.

CREDIT INVESTIGATION:

You give us the right to investigate your business and/or personal credit history, as applicable. You authorize us to furnish information about the Account to credit reporting agencies and others who may lawfully receive the information including our affiliates.

LIABILITY FOR UNAUTHORIZED USE:

You agree that this Agreement controls all purchases made on this Account from the Seller by you or any Authorized User. You will promptly notify us, in writing, at the address indicated on your monthly statement of the loss, theft, or unauthorized use of this Account. Except as provided below, you will not be responsible for any unauthorized purchases made after we receive written notice from you. You agree to promptly review your monthly statements and notify us, in writing, at the

address indicated on your statement of any errors or unauthorized purchases which are contained on the statement. If you do not notify us, in writing, of an error or unauthorized purchase within 60 days of receipt of the statement on which the information is contained, the statement will be presumed to be correct and all purchases contained on the statement will be presumed to be authorized.

LIABILITY FOR USE:

If we do not deliver a credit card that may be used to access an account, or cards are issued in the name of the business entity only, then you acknowledge that you are agreeing to be liable for all purchases charged to your Account by any person providing your account number to a Seller. You agree that you will keep your account number confidential, and notify us immediately if you have any reason to suspect that anyone other than your officers, employees, or agents you have authorized to use the Account have obtained access to your account number.

CANCELLATION OF ACCOUNT:

We and you have the right to cancel this Agreement/Account, as it relates to future purchases, at any time without default. You, of course, remain obligated to pay for all purchases made prior to cancellation and the security interest in goods purchased under this Agreement continues in full force and effect.

CANCELLATION OF CARD:

You may cancel the Card of an Authorized User by notifying us, in writing, at the address indicated on your monthly statement. You will not be responsible for any unauthorized purchase after we receive written notice from you.

USE OF DATA:

Notwithstanding any other verbal or written communications or representations to the contrary, the Company and all Users agree that we or our servicers or assigns can collect and use data concerning the Company, Authorized Users, this application and transactions involving your Account and can sell or transfer such data to our affiliates, servicers or assigns, except as provided by law. You may direct us not to share with our affiliates or subsidiaries certain information (other than transactions or experience information) about you by writing to us at Capital One Business Solutions, P.O. Box 30260, Salt Lake City, UT 84130-0260.

ASSIGNMENT:

You agree that we may sell, assign or transfer our rights to your Account without written notice. You may not sell, assign, participate or transfer your rights under this Agreement without our prior written consent.

COMMUNICATIONS:

We may contact you from time to time regarding your Account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

1. contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
2. contact you using an automated dialing or similar device ("Autodialer");
3. contact you at your home and at your place of employment;
4. contact you on your mobile telephone;
5. contact you at any time, including weekends and holidays;
6. contact you with any frequency;
7. leave prerecorded and other messages on your answering machine/service and with others; and
8. identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose.

When you give us or we obtain your mobile telephone number, we may contact you at this number using an Autodialer and can also leave prerecorded and other messages. We may do these things whether we contact you or you contact us.

If you ask us to discuss your Account with someone else, you must provide us with documents that we ask for and that are acceptable to us.

ENTIRE AGREEMENT:

This is our entire Agreement and no oral changes can be made.

CHOICE OF LAW:

This Agreement will be governed by federal law and the laws of the Commonwealth of Virginia, whether or not you live in the Commonwealth of Virginia and whether or not your Account is used outside of the Commonwealth of Virginia.

NOTICE FOR OHIO RESIDENTS:

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NOTICE FOR WASHINGTON RESIDENTS:

The Washington State law against discrimination prohibits discrimination in credit transactions because of race, creed, color, national origin, sex or marital status. The Washington State Human Rights Commission administers compliance with this law.

NOTICE FOR IOWA RESIDENTS:

Do not sign this Application before you read it. You are entitled to a copy of this form. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

NOTICE FOR MAINE RESIDENTS:

We may request a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us and we will tell you the name and address of the consumer reporting agency, if a report was obtained.

NOTICE FOR VERMONT RESIDENTS:

A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report.

REBATE PROGRAM:

Menards Contractor Card Account rebates are calculated on Menards net purchases (which are purchases minus returns or exchanges). Rebates are not calculated on Fees or Finance Charges. There is no limit on the amount of rebates. Rebates are paid in the form of Menards merchandise certificate(s) issued during the following quarter within which the purchases were made. To receive your Menards merchandise certificate(s) your Account must be open and in good standing as of quarter end within which the purchases were made. All potential rebates will be forfeited if you terminate your Account or if you are in default on your Account any time during the year. No Menards merchandise certificate(s) will be issued for rebates of less than \$25. Rebates that are less than \$25 will continue to accumulate until they reach the \$25 threshold and will be paid the following quarter. The Menards Contractor Card Account Rebate Program (the "Program") is provided by Capital One, N.A. and Menards, Inc. which are solely responsible for the Program operation and rebate fulfillment. Capital One, N.A. and Menards reserve the right to add, modify, change and/or delete any Program feature or benefit (including changing the timing of the rebate redemption, terminating the Program and/or eliminating the right to rebates) at any time and without notice. Rebates may only be redeemed for merchandise at any Menards store, and are not transferable. Terms and conditions of this Program may be modified, services and benefits may be added or deleted, or this Program may be terminated in its entirety without notice to cardholders.

By clicking on the "Submit Application" button, I am:

1. Acknowledging that I have read and agree to the Business Account Agreement;
2. Authorizing you to check my credit;
3. Consenting to receive by electronic means only the Business Account Agreement. I understand that this material may not be available in any paper or non-electronic form, so if I would like to retain a copy for my records, I may print or download this disclosure. I understand that to access and retain this electronic disclosure, I must have or have access to equipment that allows me to access and view PDF files and that supports the latest W3C HTML/DOM recommendations and 128 bit SSL encryption;
4. Agreeing that I am furnishing all information on this application to both Menards and to Capital One, N.A. I authorize Capital One, N.A. and Menards to exchange information about me so that I can receive the benefits and services of the Menards Contractor Card program, and so that Menards can inform me of additional information, offers and opportunities;
5. Agreeing that selecting "Submit Application" has the same effect as physically signing the application;
6. Acknowledging that online credit decisions are subject to system availability. If the system is not available at the time I apply online, Capital One, N.A. will contact me by mail within 7 to 10 business days;
7. I hereby accept as both authorized business representative and personal guarantor ("Guarantor"), as notice in writing, and consent to the collection, use and disclosure of my information as outlined in the Capital One, N.A. Privacy Statement, including the receipt and exchange of credit reporting agencies and my personal information from credit reporting agencies, its affiliates and other sources.
8. As an inducement to Capital One, N.A. to finance the purchase of goods or services by the business entity that has signed the Business Account Application, the undersigned Guarantor unconditionally guarantees the prompt payment when due, or on demand, of the full amount of indebtedness due to Capital One, N.A. to investigate the Guarantor's business and/or personal credit and to furnish information about the Account and Guarantor to credit reporting agencies and others, including Capital One, N.A.'s affiliates.
9. Acknowledging, as both authorized business representative and Guarantor, the business entity: (1)submit an Application for a credit limit in the highest amount we deem appropriate, regardless of any initial sale amount; (2)represents that it has authorized the execution of this Application; (3)authorizes Capital One, N.A. to check credit on both the business and owners and Partners, if any; (4)represents that the information provided in the Application is true and correct and understand that any false information may result in cancellation of the account; (5)agrees to be bound by the terms and conditions of the Business Account Agreement and (6)understands that we may have the right to place a materialman's lien on the property to which the purchases on the account were delivered and/or incorporated. Further, you acknowledge to authorize the execution of this Application on behalf of its business entity.

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