



Cardholder Agreement

We're happy to open your credit card account. This agreement contains information about your account. Please read it and keep it for your records.

Contents

1. Glossary.
2. Your agreement with us.
3. Your responsibility for the total debt.
4. Using your account and cards.
5. Authorized users.
6. Your credit limit.
7. Foreign currency transactions.
8. Other services and benefits.
9. Rewards.
10. Fees we charge.
11. Interest we charge.
12. How we calculate interest.
13. Your monthly statements.
14. Telling us about statement errors.
15. Making payments to us.
16. Applying your payments.
17. Telling us about changes to your contact information.
18. Resolving disputes about transactions.
19. Lost/stolen cards and unauthorized use of your account.
20. Security funds.
21. Default & forfeiture of benefit of the term.
22. Restricting or closing your account.
23. Changes to this agreement.
24. Assigning your account.
25. Governing law.
26. Non-waiver.
27. Severability.
28. Quebec residents only – clauses required under the Consumer Protection Act.
29. Capital One Privacy Policy.
30. Addressing your concerns.

1. Glossary.

There are a lot of defined terms and “jargon” that you may not be familiar with. Fortunately, we’ve created a handy glossary to help you sift through it all.

Account: Your Capital One® Mastercard® account.

Agreement: This Cardholder Agreement (sometimes referred to as a Customer Agreement), as well as your application, the disclosure statement, the Privacy Policy, and any amendments, replacements or updates we may provide from time to time.

Authorized user: A person who has been issued a card on your account at your request.

Balance transfer: A type of funds advance that allows you to transfer to your account all or part of a balance you owe elsewhere. Balance transfers include both standard balance transfers and special balance transfers.

Card: A Capital One Mastercard that we issue on your account to you or an authorized user (including any renewal or replacement cards). This includes any software application we provide that permits you to charge amounts to your account.

Cash advance: Any of the following:

- (a) An advance of money obtained using your Capital One Mastercard at an automated banking machine (ABM). The ABM must bear one of the logos shown on your Mastercard or any other logo we designate;
- (b) Using an account access cheque that we designate as a cash advance; or
- (c) A cash-like transaction.

Cash-like transaction: Any transaction involving the purchase of items directly convertible into cash, including wire transfers, money orders, bets, lottery tickets, gambling or casino gaming chips.

Disclosure statement: A document provided to you that sets out key information relevant to the use of your account, including the annual interest rates, fees and other charges that apply, and any amendments, replacements or updates we may provide from time to time.

Good standing: Your account is in good standing if it's not past due, over the credit limit, fraudulent, restricted, part of a consumer credit counselling program or bankruptcy, and not in violation of this agreement.

Grace period: The period for which you will not be charged interest on new purchases and new standard balance transfers if you pay your new balance in full by the payment due date.

Minimum payment: As shown on your monthly statement, the lowest amount of money that you're required to pay by the payment due date each month to keep your account from going past due.

New balance: As shown on your monthly statement, the total amount you owe on your account as of the date your statement was prepared. It does not include the amount of any pending transactions that did not post to your account by the date your statement was prepared.

Payment due date: As shown on your monthly statement, the date when at least the minimum payment is due to be paid on your account. It may not fall on the same date each month.

Purchase: An amount charged to your account for goods and services at any merchant or business, other than a balance transfer or cash advance. This includes using an account access cheque we designate as a purchase. A new purchase is a purchase appearing on your statement for the first time.

Special balance transfer: An offer to make a balance transfer at a promotional annual interest rate. The promotional rate will be disclosed to you at the time the offer is made.

Standard balance transfer: A balance transfer which you can make at the standard annual interest rate for balance transfers set out in the disclosure statement. A new standard balance transfer is a standard balance transfer appearing on your statement for the first time.

Security funds: Funds you've provided to us, which we hold as collateral for payment of the amounts you owe to us under this agreement, if applicable.

Transaction: Any purchase, cash advance, balance transfer, fee, interest charge, or any other charge on your account.

We/our/us/Capital One: Capital One Bank (Canada Branch).

You/your: The person(s) who signed or submitted the application for an account. This doesn't include an authorized user.

2. Your agreement with us.

When you or an authorized user accesses the account for the first time, you accept the terms of this agreement and request cards, including renewal and replacement cards. If we provided this agreement to you as an amendment or update to a previous agreement, the terms of this agreement apply on the date we indicate.

This agreement applies to your account and any cards that we may issue for the account. You are responsible for ensuring that any authorized users understand and comply with this agreement. This Cardholder Agreement replaces any other Cardholder Agreement or Customer Agreement we may have sent to you for this account.

You confirm that you've requested this agreement and all communications and documents from us to be in English until you advise us otherwise. *Vous confirmez que vous avez demandé que cette convention et toute communication ou tout document venant de nous soient en anglais jusqu'à avis contraire de votre part.*

3. Your responsibility for the total debt.

You are, individually and together, liable under this agreement for all amounts owing on your account, including any indebtedness incurred by an authorized user. Any of you may access your account without the approval of the other, but each of you is fully responsible for amounts owing on your account. The total debt that you owe consists of the amounts of all transactions charged to your account.

You can incur a debt even if:

- Your credit limit is exceeded;
- Your card is used after its expiry date; or
- Your account is used after it has been restricted or closed.

4. Using your account and cards.

You can charge amounts to your account by using your card along with your personal identification number (PIN) or your signature

on a sales receipt. We may also allow you to charge amounts in other ways, such as internet, mobile and/or contactless payments. Your Mastercard may be used at any merchant that accepts Mastercard. We aren't responsible if your card is not honoured by a merchant or your account can't be used for any reason.

You can't use your account at any merchant or business located in the Crimea region of Ukraine, The Democratic People's Republic of Korea, Sudan, Iran, Syria or Cuba. We may update this list in the future without giving you notice.

You agree that you will use your card and account for personal, family or household purposes only and not for any other purposes, including for business or commercial purposes. You may not use your account for any illegal, unauthorized or fraudulent purpose.

If your card requires a signature, you must sign your card as soon as you receive it. You must not use your card after the expiry date shown on your card. If you or an authorized user charge anything to your account after your card has expired or your account is restricted or closed, you are responsible for paying the amount owing to us, together with any interest or fees.

We own all cards issued on your account and you can't transfer them to anyone else. You are the only person permitted to use your card and an authorized user is the only person permitted to use their card.

5. Authorized users.

You may add or remove authorized users by contacting us. Each request to add an authorized user is subject to our approval and we may limit the number of authorized users on your account.

An authorized user may make purchases and obtain cash advances in the same manner as you but isn't liable for any debt incurred on the account. You are responsible for repaying any charges an authorized user makes on your account, including any associated interest and fees.

We may provide information to an authorized user regarding transactions made on the account and the available credit limit, but an authorized user isn't able to:

- Make any other transactions;
- Give any instructions to us with respect to the account;
- Update account information; or
- Have online access to the account.

We also do not send legal notices or disclosures to an authorized user.

6. Your credit limit.

Your credit limit is the maximum amount you (together with your authorized users) can charge to your account. Your current credit limit appears on each monthly statement. Each monthly statement also shows your current cash advance limit. Your cash advance limit is part of your total credit limit – it's not additional credit over and above the credit limit for your account. We may lower your credit limit at any time without telling you in advance, but we need your express consent to raise your credit limit.

We may allow you to exceed your credit limit, but we don't have to, even if we have before. If your account is subject to an over limit fee for exceeding your credit limit, details of the fee are set out in the disclosure statement.

7. Foreign currency transactions.

We bill you in Canadian dollars when you use your card to make a transaction in a foreign currency. The transaction amount will be converted to Canadian dollars using the Mastercard rate of exchange applicable at the time the transaction is processed. If your account is subject to a foreign currency conversion charge, details of the charge are set out in the disclosure statement.

If a foreign currency transaction is refunded to your account, the exchange rate for the refund may not be the same as the rate used when the original purchase was processed. As a result, the amount of the purchase and the refund may differ. If the amount of the refund is less than the amount of the purchase, you will be responsible for the difference.

8. Other services and benefits.

We may make non-financial benefits and services associated with your card available to you. These benefits and services are subject to the terms set by the companies that provide them and may be changed or cancelled with or without notice. We aren't liable for these benefits and services.

9. Rewards.

If your account is eligible for rewards, the features and terms of the rewards program will be described in the Rewards and Redemption insert that's provided to you. By accepting this agreement, you agree to the terms & conditions of the rewards program, where applicable.

10. Fees we charge.

All the fees that we charge in connection with your account are set out in the disclosure statement.

11. Interest we charge.

The annual interest rates we charge are:

- The interest rates applicable to purchases, standard balance transfers, and cash advances as shown on the disclosure statement; or
- Any promotional interest rates we may provide to you.

We don't charge interest on purchases appearing on your monthly statement for the first time (new purchases) and standard balance transfers appearing on your monthly statement for the first time (new standard balance transfers) if you pay your new balance in full within the grace period. For each new purchase and new standard balance transfer, the grace period is the period between the transaction date and the payment due date shown on the monthly statement on which the transaction first appears. If we don't receive payment of your entire new balance by the payment due date, you will be charged interest on each new purchase and new standard balance transfer, starting from the transaction date. Interest on purchases and standard balance transfers is charged until they are paid off. If you reside in Quebec, we will not charge interest on any purchases and standard balance transfers for a billing period where you pay your new balance in full by the payment due date.

We will always charge interest on cash advances, special balance transfers and interest charges. Interest on a cash advance, special balance transfer or interest charge is charged from the transaction date until it's paid off. There is no grace period on cash advances, special balance transfers and interest charges.

For the purpose of interest calculation, fees for cash advances are treated as cash advances, fees for standard balance transfers are treated as standard balance transfers, and fees for special balance transfers are treated as special balance transfers. All other fees are treated as purchases.

12. How we calculate interest.

The amount of interest we charge on your monthly statement is calculated as follows:

- First, we add the amount you owe on each day during the billing period and divide that total by the number of days in the billing period. This is your average daily balance.
- Then we multiply the average daily balance by the applicable monthly interest rate (obtained by taking the annual interest rate and dividing by **12**).

When more than one interest rate applies to your account, we calculate the interest charge based on the average daily balance that is applicable to each interest rate. Your monthly statement shows the interest rates applicable to your account and any associated interest charges.

13. Your monthly statements.

We will provide you with a monthly statement for your account for each billing period, unless there's been no activity on your account during that period, and:

- There's no balance owing;
- You've been notified that your account has been suspended or closed and we have demanded payment of the outstanding balance; or
- Your account has a credit balance and you have not been charged any interest or fees (in which case we will provide you with a statement at least once every **3** billing periods).

Other than for one of the reasons set out above, if you do not receive a monthly statement for any billing period, you must contact us or check your account balance through online banking. You are required to meet your payment obligations each billing period, even if you don't receive a statement due to a change in your contact information, a postal disruption, an internet failure or for any other reason.

14. Telling us about statement errors.

You are responsible for informing us of any errors on your monthly statement. If you don't notify us of an error within **30** days of receiving your statement, you accept the monthly statement and our records as accurate and complete.

15. Making payments to us.

You must make at least the minimum payment indicated on your monthly statement by the payment due date shown on that monthly statement. The method of calculating your minimum payment is set out in the disclosure statement.

Payments must be made in Canadian dollars. You can make payments on your account at any time using the following methods:

- By telephone or online banking through your financial institution
- By mail, using the payment information provided on your monthly statement
- By any pre-authorized debit service we may offer

All payments must be made in a form acceptable to us. Payments made by a cheque or money order must be drawn on a Canadian financial institution.

Depending on the payment method you choose, your payment may take several days to reach us and may be credited to your account after the payment due date. Keep this in mind when considering how and when to make your payment. We can accept late payments or partial payments, or cheques and money orders marked "payment in full" or other similar language, without losing any of our rights under this agreement.

If a payment through your financial institution doesn't clear, we will reverse the account credit and you will still owe us the amount of the payment, which will continue to incur interest, if applicable, until paid.

16. Applying your payments.

Any payments we receive up to and including the amount of your minimum payment will be applied in the following order:

- First, to any interest charges shown on your monthly statement;
- Second, to any fees shown on your monthly statement;
- Third, to any fees which have been charged to your account but have not yet been shown on a monthly statement; and
- Fourth, to any remaining balances shown on your monthly statement.

Within each of the above categories, if there are different annual interest rates that apply, the payment will be applied first to the balance with the lowest annual interest rate, and then to the other balances in ascending order, based on their applicable annual interest rates.

If you pay more than your minimum payment, your excess payment will be applied to the remaining balance on your monthly statement as follows:

- First, we divide all the unpaid transactions shown on your monthly statement into groups. Transactions that share the same interest rate are placed into the same group.
- Second, we pro-rate your excess payment to those different interest rate groups. This means that the per cent of your excess payment we apply to a group is the same per cent that the balance in that group represents of the total remaining new balance. For example, if the balance in an interest rate group represents **60%** of your total remaining new balance, we will apply **60%** of your excess payment to that group.

If you pay more than your new balance, your excess payment will be applied to transactions that have not yet appeared on a monthly statement, using the same payment allocation method described above.

17. Telling us about changes to your contact information.

You must tell us if the email, mailing, and/or residential address or phone numbers we have on file for you change. As set out in this agreement, different terms may apply to your account depending on your province of residence. If you change your province of residence, you agree that we may take up to **90** days after you notify us of the change to apply any different terms to your account. You further agree that any different terms that apply as a result of the change to your province of residence will not apply retroactively.

If we send a statement or a notice to you that's returned because of an invalid address, we won't issue further statements or notices to you until we receive a correct address. We may choose to restrict the use of your account, including access to online banking, until we've received the updated information. There are certain items, like cards, which we may refuse to mail to an address that isn't in Canada.

18. Resolving disputes about transactions.

If you have problems with anything you buy using your card or account number, you must pay the amount owing on your account and settle the problem directly with the merchant. You may not stop payment on any transaction. In some circumstances, we may be able to provide assistance in resolving disputed transactions. If you wish to discuss a dispute, you may contact us at 1-800-481-3239. You must contact us within **30** days of receiving your statement.

If a merchant gives you a refund and we receive a credit note from the merchant, we'll credit it to the account on the day we receive it. A merchant refund does not count towards your minimum payment. If you have outstanding balances on your account accruing interest at different rates, the merchant credit may not necessarily be applied against the item for which you received the credit. If we have charged you any interest on a purchase that was returned and for which a merchant credit was applied to your account, we may not refund this interest to you.

19. Lost/stolen cards and unauthorized use of your account.

You must take reasonable care to safeguard your card and PIN against loss, theft or misuse. You must contact us by telephone immediately if your account number or card is lost or stolen, if someone discovers your PIN or if a person uses your account without your permission (known as "unauthorized use"). You have no liability to pay for any transaction entered into through unauthorized use of your account.

Unauthorized use doesn't include use of your account by someone you've identified as an authorized user or someone you permitted to use your account, card or PIN. You agree to cooperate and help with any investigation that we initiate into unauthorized use before we'll consider reimbursing you for any losses. If our investigation establishes that there was no unauthorized use, you'll be fully liable for all amounts charged to the account before you notified us.

20. Security funds.

In some cases, you may be asked to provide us with security funds, which we hold as collateral for payment of amounts you owe to us under this agreement. By providing us with security funds and accepting the terms of this agreement, you agree that if you're in default under this agreement, you authorize Capital One to set off (and effect compensation, if you're a resident of the province of Quebec) and apply those funds against your obligations under this agreement (whether or not then immediately due and payable). We can do all of this without notifying you or sending you a demand for payment. You also agree to the following:

- The security funds do not constitute a deposit with Capital One, and will be held in an account at a depository institution we select;

- You'll have no right to access or withdraw the security funds, except as described below; and
- Any interest earned on the security funds will become our sole property.

You represent that there are no lawsuits or bankruptcy proceedings that might affect our ability to withdraw and apply the security funds you provide, and you agree that you haven't and won't transfer or offer any interest in the funds to anybody other than Capital One. We'll return any remaining funds to you at your last known address in our records within **60** days of closing of your account, and the payment in full of your obligations under this agreement, whichever comes last.

21. Default & forfeiture of benefit of the term.

Your account will be in default under this agreement if you:

- Fail to meet the terms of this agreement;
- Become the subject of a bankruptcy or insolvency proceeding;
- Provide any false or misleading information; or
- Have legal action taken against your property.

If you're in default, we may:

- Terminate, modify or restrict your rights under this agreement, which could include closing your account;
- Demand that you immediately pay the balance of your account in full with interest at the applicable rate(s); or
- Apply any balance that you have in any other account with us against the amount that you owe us under this agreement (whether or not then immediately due and payable), including any security funds in the security account, if applicable.

If you're in default, you must also pay all legal fees reasonably incurred to collect or attempt to collect your debt.

22. Restricting or closing your account.

You can close your account at any time by contacting us. We can suspend or restrict the use of your card and account, reduce your credit limit or close your account at any time for any reason without notifying you first, even if you're not in default. If you've provided us with security funds, restricting or closing your account doesn't affect our rights to those funds.

If you close your account or we do, you must pay all amounts owing on your account, stop using your credit card and destroy all cards issued on the account. The terms and conditions in this agreement remain in effect until you pay the entire balance owing on your account or we notify you otherwise.

23. Changes to this agreement.

At our sole discretion, we can change any section in this agreement. Any change to this agreement applies to both your outstanding and future debt.

Where required by law, we'll provide you with notice of any change in writing at least **30** days before the change takes effect. Our notice will specify the date the change takes effect and will provide either the old section and the newly amended section, or just the newly amended section.

You can always refuse to accept a change by closing your account before the change takes effect. Where required by law, our notice will indicate that you can close your account and refuse the change up to **30** days after the change takes effect.

24. Assigning your account.

At any time, we may sell, transfer or assign any, or all of our rights and obligations under this agreement or your account without telling you in advance. You may not sell, assign or transfer any of your rights or obligations under this agreement, or your account.

25. Governing law.

This agreement will be interpreted in accordance with the applicable laws of the province or territory in which you reside (or the applicable laws of Ontario if you reside outside of Canada) and the applicable laws of Canada. In the event of a dispute, you agree that the courts in the province or territory where you reside are competent to hear such dispute and you agree to be bound by any judgment of that court.

26. Non-waiver.

We may choose not to act on any right under this agreement without giving up that right. Any time we give up one of our rights, we will do so in writing and sign a waiver.

27. Severability.

If any part of this agreement is considered invalid or unenforceable under applicable law, the rest of this agreement is still valid and enforceable.

28. Quebec residents only – clauses required under the Consumer Protection Act.

The following provisions apply only if you reside in Quebec and are a consumer as defined by Quebec's Consumer Protection Act, chapter P-40.1.

Clause of forfeiture of benefit of the term.

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and unless he is exempted in accordance with section 69 of the General Regulation, he must forward him a statement of account.

Within **30** days following the receipt by the consumer of the notice and, where necessary, of the statement of account, the consumer may:

- (a) either remedy the fact that he is in default;
- (b) or present a motion to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections 104 to 110 of the Consumer Protection Act (chapter P-40.1) as well as to section 69 of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur.

Open credit contract for the use of a credit card.

(1) If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the open credit merchant collaborated with a view to granting credit, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against

the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Québec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is then responsible for the performance of the obligations of the merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.

(2) A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address. Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.

(3) A consumer who has entered into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract may end the agreement at any time by sending a notice to the merchant. On receipt of the notice, the merchant must cease to collect the preauthorized payments. On receipt of a copy of the notice, the card issuer must cease debiting the consumer's account to make payments to the merchant.

(4) The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer has been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by the consumer. Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to **\$50**. The consumer is held liable for the losses incurred by the card issuer if the latter proves that the consumer committed a gross fault as regards the protection of the related personal identification number.

(5) Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of the period is zero.

(6) If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within **21** days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.

(7) The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within **60** days after the date the consumer's request was sent.

(8) Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

It is in the consumer's interest to refer to sections 103.1, 122.1, 123, 123.1, 124, 126, 126.2, 126.3, 127 and 127.1 of the Consumer Protection Act (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur.

Table of examples of interest charges for a 30-day billing period.

Annual interest rate	Average daily balance		
	\$100	\$500	\$1,000
14.9%	\$1.24	\$6.21	\$12.42
19.8%	\$1.65	\$8.25	\$16.50
29.9%	\$2.49	\$12.46	\$24.92

If you have a customer service inquiry or concern, call Capital One at 1-800-481-3239 or write to us at P.O. Box 503, Stn. D, Scarborough, ON M1R 5L1. For more information, see section 30: "Addressing your concerns" below, or visit www.capitalone.ca/concerns for our current complaint resolution process.

29. Capital One Privacy Policy.

Personal information is information about an identifiable individual, as defined in the *Personal Information Protection and Electronic Documents Act*. Personal information about you is managed in accordance with the Capital One Privacy Policy ("Policy").

Please visit us online at www.capitalone.ca/privacy for the most up-to-date version of our complete Policy. A summary of our privacy practices, including how we collect, use and disclose your personal information, is below.

Accountability.

Our Privacy Officer is responsible for ensuring that we comply with our Policy and applicable laws.

Identifying purposes.

We identify the purposes for which personal information is collected, used or disclosed prior to, or at the time of collection.

Information we collect.

Information we collect about our customers includes, but is not limited to:

- Publicly available information, such as information from telephone or other public directories;
- The information you provided to us before you became a customer;
- Information about your transactions, including purchases, account balances, fees, payment history, parties to transactions and credit card usage;
- Information from credit reporting agencies and other outside sources to verify financial information about you, such as your employment and credit history;
- Information from surveys that customers participate in, or from third parties that customers engage with;
- Information from customers' mobile and online activity (for example, IP address, mobile device ID, application and website use, and history); and
- Information required by law.

Use of Information.

Purposes that we use your information for include, but are not limited to:

- Contacting and authenticating you;
- Assessing your creditworthiness;
- Making improvements to products and services;
- Preventing fraud;
- Serving you offers, advertising and marketing;
- Maintaining, servicing, processing, analyzing, auditing and collecting on your account(s); and
- Sharing information with consumer reporting agencies and other parties who have financial, employment or business dealings with you.

Consent.

If you apply for a credit product, communicate with us or provide information to us in any way, you acknowledge your consent for personal information collection, use and disclosure as set out in our Policy, applicable laws and/or industry standards. You can withdraw your consent for use and disclosure of your personal information, other than that which is required for us to maintain and service your account, subject to legal and contractual restrictions, with reasonable notice to us.

Limiting collection.

We only collect personal information that's necessary for the purposes we identify, and as required by applicable laws.

Limiting use, disclosure and retention.

We limit use, disclosure and retention of personal information to the purposes we identify, and as required by applicable laws. We may share your personal information with service providers who perform services on our behalf. Our contracts with third parties include obligations to protect your personal information. Your personal information may be stored and processed at our corporate offices in the U.S. or with approved third parties within the U.S. or elsewhere. If a third party processes or stores information outside of Canada, foreign governments, courts or regulatory agencies may be able to obtain such personal information through the laws of the foreign jurisdiction.

Accuracy and safeguards.

We ensure personal information is as accurate, complete and up to date as is necessary for the purposes for which it is to be used. We also use procedures and practices appropriate to the sensitivity of personal information to protect against loss, theft and unauthorized access. Access to your information is restricted to individuals and parties who require access.

Openness, individual access and challenging compliance.

You can contact Customer Service for general privacy inquiries or concerns:

- To speak to a Customer Service Representative: 1-800-481-3239.
- If you have a sensory disability, such as blindness or a hearing impairment: 1-800-219-1009.

You can write to our Privacy Office to request access to the personal information we have on file for you or to raise a privacy concern. We will provide you with the personal information we have, subject to certain considerations specified by law.

Canada Privacy Office
Capital One Canada (Canada Branch)
P.O. Box 508, Stn. D
Scarborough, ON M1R 5L6

30. Addressing your concerns.

At Capital One, our top priority is our customers – we work hard to ensure that our customers' expectations of service are met and even surpassed. We want to hear from you if this doesn't happen.

Follow these steps to get in touch with the right people.

Step 1

Our customer service team is your first point of contact for customer service inquiries or other concerns. Please have your relevant information handy – for example, your account number, important dates, and names of staff you've talked with.

Call: 1-800-481-3239

Write:

Capital One Customer Service
P.O. Box 503, Stn. D
Scarborough, ON M1R 5L1

Step 2

If you've already contacted our customer service team and they were unable to resolve your inquiry or concern to your satisfaction, you can elevate it by asking to speak with an account supervisor and, if necessary, to a manager.

Step 3

If you've been working with an account supervisor or manager and are not satisfied with the resolution, you can make a complaint to our Executive Response Committee.

Step 4

If you have followed steps 1 through 3 above and you remain unsatisfied, you may contact our Ombudsman Office in writing. The Ombudsman can only review your complaint after you have received a response from our Executive Response Committee.

Ombudsman Office

Email: ombudsman@capitalone.com

Fax: 1-855-590-1834

Write:

Capital One Ombudsman
P.O. Box 511, Stn. D
Scarborough, ON M1R 0A4

Step 5

If our Ombudsman has been unable to resolve the complaint to your satisfaction, you can contact the Ombudsman for Banking Services and Investments.

Email: ombudsman@obsi.ca

Call: 1-888-451-4519 (Toll-free)

TTY Phone: 1-855-TTY-OBSI (1-855-889-6274)

Fax: 1-888-422-2865

Write:

Ombudsman for Banking Services and Investments
401 Bay Street
Suite 1505, P.O. Box 5
Toronto, ON M5H 2Y4

Compliance with consumer protection provisions.

If your concerns are regarding our compliance with federal consumer protection law, public commitments, or industry codes of conduct, you may contact the Financial Consumer Agency of Canada at any time.

Write:

Financial Consumer Agency of Canada
427 Laurier Avenue West
6th Floor
Ottawa, ON K1R 1B9

Website: www.fcac-acfc.gc.ca

