Credit Card Agreement for Menards Cards in Capital One®, N.A.

There are two parts to this Credit Card Agreement: Capital One Pricing Information and the Capital One Customer Agreement. The Pricing Information shows a range of terms that includes both mail and online offers for new accounts available under this Agreement as of December 31, 2015. The combination of terms that could apply to you may differ depending on the specific card offer and on your creditworthiness at the time of application. The Customer Agreement contains important information related to consumer credit cards issued by Capital One, N.A. If you are a current Capital One cardholder, please log in to your account if you would like to request the Credit Card Agreement for your account(s).

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<th>CAPITAL ONE PRICING INFORMATION</th>
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| **Annual Percentage Rate (APR) for Purchases** | 24.99%.
|                                               | This APR will vary with the market based on the Prime Rate. |
| **Penalty APR and When It Applies** | 27.99%.
|                                               | This APR will vary with the market based on the Prime Rate, as described in more detail below. Your APR may increase to the Penalty APR if we fail to receive your minimum payment within 60 days when due. You will no longer be eligible for the Standard Rate and all existing Promotional Credit Plans will terminate, and your entire Account balance will be subject to the Penalty Rate. If your Account becomes subject to the Penalty APR, we will provide advance notice before the new Penalty APR goes into effect. If you make the next six consecutive on time minimum payments starting with your first payment due once the Penalty APR goes into effect, your rates will return to the non-penalty APR(s) applicable to your Account. If you do not make these six consecutive on time minimum payments, we may keep the Penalty APR on your Account indefinitely. |
| **How to Avoid Paying Interest on Purchases:** | Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. |
| **Minimum Interest Charge** | A minimum Interest Charge of $2.00 will be assessed for each billing cycle in which an Interest Charge is payable. |
| **Annual Fee** | $0. |
| **Transaction Fees** | None. |
| - Balance Transfer Fee | None. |
| - Cash Advance Fee | None. |
| - Foreign Transaction Fee | None. |
| **Penalty Fees** | Up to $35. |
| - Late Payment | None. |
| - Over the Credit Limit Fee | Up to $25. |
| - Returned Payment | |

**Balance Computation Method:** Average Daily Balance (including new purchases)

The “Daily Balance” of a Credit Plan is determined by taking the opening balance of the Credit Plan for that day, and adding 1) any new purchase made on the Credit Plan that day, 2) the previous day’s Interest Charges, 3) any credit insurance premiums or debt cancellation fees (if applicable) incurred on that day and 4) any late fees, over the credit limit fees, returned payment fees or other fees incurred on that day and subtracting any payments or credit applied to the Credit Plan that day. If your Account is subject to a grace period during the billing cycle, payments made during that cycle will be subtracted from all Daily Balances in the current cycle.

**Required Insurance, Debt Cancellation or Debt Suspension Coverage:** None.

**Disclosure of Rates:** The Daily Periodic Rate which is used to determine your Interest Charges and the corresponding Annual Percentage Rate, will be variable rates which may change monthly. The Daily Periodic Rate will be one-three hundred sixty fifth of the sum of the U.S. prime rate published in Money Rates table of The Wall Street Journal that is in effect on the last day of the month. (‘Prime Rate’), plus a “Spread” of 21.74 percentage points for the Standard Rate and a “Spread” of 24.74 percentage points for the Penalty Rate. Any changes in the Prime Rate will take effect on the first day of your billing cycle beginning in the next month.
Capital One® Customer Agreement

Welcome to Capital One

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

Definitions

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

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

Account Documents

The following documents govern your Account with us:

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

Please read these carefully and keep them for future reference.

New Offers

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

Account Information

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

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

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

Credit Limits

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

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

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

Using Your Account

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

Promotional Credit Plans

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

1. Waived Interest Charge Credit Plan - With this plan, there are no Interest Charges on your purchase for a specified period.
2. Same As Cash / Monthly Payment Credit Plan - With this plan, there are no Interest Charges on your purchase if you repay the full cash price of the purchase before the promotional expiration date shown on your Statement. If you do not repay the full cash price of the purchase before the promotional expiration date, Interest Charges will be imposed on the promotional purchase from the purchase date.
3. Reduced Rate Credit Plan - With this plan, you will receive a reduced Annual Percentage Rate (APR) on your purchase for a specified period.

Authorized Users

If you ask us to issue a Card to any other person, they are an Authorized User. We may require certain information about them. We may limit their ability to use your Card. They may have access to certain information about your Account. You will be responsible for their use of the Account and anyone else they allow to use your Account, even if you did not want, or agree to, that use.

Removing an Authorized User

If you want to remove an Authorized User from your Account, you must contact Customer Service and request their removal. You also must immediately destroy all Cards in their possession and cancel any arrangements they may have set up on your Account. They will be able to use your Account until you have notified us that you are removing them from your Account. During this time, you will still be responsible for all amounts they charge to your Account. You will be responsible even if these amounts do not appear on your Account until later.

Authorized Users may remove themselves from your Account upon request. We reserve the right to remove them from your Account for any reason. To remove them from your Account, we may close your existing Account and issue a new Card with a new Account number.
Your Promise to Pay
You promise to pay us all amounts due on your Account. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting your actual Card (such as for mail, telephone, Internet or mobile device purchases) the same as if you used the Card in person. If you let someone else use your Card, you are responsible for all transactions that person makes.

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

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

If we credit your Account for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction. You will also:
(1) give us any information about the disputed transaction, if we ask;
(2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and
(3) help us get reimbursement from others.

No Warranties
We are not responsible for any claim you may have regarding the purchase of goods or services made with your Card beyond your rights described in the “Billing Rights Summary” on your Statement.

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

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

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

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

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

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

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

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

Minimum Payment
You must pay us at least the minimum payment due by the payment due date. The minimum payment for your Account includes the minimum payment due on each Credit Plan. Your Statement will tell you:
(1) the minimum payment due,
(2) your new balance,
(3) the payment due date and
(4) an explanation of when the payment must reach us for us to consider it received as of that date.

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

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

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

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

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

If you ask someone else to make a payment for you, we may provide that person with limited Account information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept it, you
will be responsible for that payment even if a financial institution rejects it.

**Payment Processing**

We may accept and process payments without losing any of your 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 were not being processed as you intended.

**How We Apply Your Payments**

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

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

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

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

**Capital One**

PO Box 1330
Charlotte, NC 28201-1330

This includes Items marked “Paid in Full” or similar language. This also includes all accompanying communications.

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

**Credit Balances**

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

**Account Default**

You will be in default if:

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

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

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

**Communications**

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

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

**Credit Reports**

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

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

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

**Closing or Suspending Your Account**

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

We may close or suspend your Account at any time and for any reason permitted by law, even if you are not in default.
If we close or suspend your Account for any reason, you must stop using your Card. You also must cancel all billing arrangements set up on the Account. If we close or permanently suspend your Account, you must return or destroy all Cards. You must still pay us all amounts you owe on the Account.

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

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

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

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

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

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

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