

INTEREST RATES AND INTEREST CHARGES

Annual Percentage Rate (APR) for Purchases	26.49%^a. This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	29.49%^b. This APR will vary with the market based on the Prime Rate. This APR will be applicable to your Account if you: <ul style="list-style-type: none"> • fail to make any Minimum Payment by the date and time due (late payment); or • make a payment to us that is returned unpaid. How Long Will the Penalty APR Apply?: If APRs are increased for a payment that is more than 60 days late, the Penalty APR will apply indefinitely.
How to Avoid Paying Interest on Purchases	Your due date will be a minimum of 25 days following the close of each billing cycle. We will not charge interest on new purchases provided you have paid your entire balance in full by the due date each month.
Minimum Interest Charge	If you are charged periodic interest, the charge will be no less than \$1.00.
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 \$38.
Returned Payment	Up to \$38.

How We Will Calculate Your Balance: We use the average daily balance method (including new transactions). See "Periodic Interest Charge Calculation" section of this Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights are included in this Agreement. See "Your Billing Rights" section for full details.

Prime Rate: Estimated variable APRs are based on the 4.75% Prime Rate.

- We add 21.74% to the Prime Rate to determine the Purchase APR (monthly periodic rate currently 2.21%).
- We add 24.74% to the Prime Rate to determine the Penalty APR (monthly periodic rate currently 2.46%).

The information about the costs of the credit card account described above is accurate as of April 1, 2018. This information may have changed. For the most current information contact us at 1-800-564-5740.

Authorization: When you apply for a Kohl's credit card from Capital One, N.A. ("Capital One", "we", or "us"), you agree to the following:

- You authorize us to obtain credit bureau reports in connection with your request for an account. If an account is opened, we may obtain credit bureau reports in connection with extensions of credit or the review or collection of your account. If you ask, we will tell you the name and address of each credit bureau from which we obtained a report about you.
- You are providing information in this application to Capital One and to Kohl's. Capital One may provide information about you (even if your application is declined) to Kohl's so that they can create and update their records, and provide you with services and special offers.
- By using the account or any card, or authorizing their use, you agree to the terms of the Cardmember Agreement. If you open your account in a Kohl's store you acknowledge receipt of this disclosure and a copy of the Cardmember Agreement before your first purchase.
- As described in the Cardmember Agreement, we reserve the right to change the terms of your account (including the APRs) at any time, for any reason.
- We will review your credit history to determine if you qualify for an account and, if so, your credit line. Based on this review, you may not receive a card.
- You must be at least 18 years old to qualify (19 in AL and NE).
- You acknowledge that you must provide additional information electronically, including income. Alimony, child support or separate maintenance income need not

be revealed if you do not wish it to be considered as a basis for repaying this obligation.

8. You acknowledge that you have read and agree to be bound by the important rate and fee disclosures and the terms stated under this Authorization and the Cardmember Agreement section of the disclosures attached to this form. You agree that we may verify your information, check your credit history and secure follow-up credit reports on you.

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

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 to obtain a comparative listing of credit card rates, fees and grace periods.

New York State Department of Financial Services - 1-877-226-5697 or <http://www.dfs.ny.gov/consumer/creditdebt.htm>

California Residents: Applicants: 1) may, after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the

plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of the adverse obligation. All obligations on this account will be incurred in the interest of your marriage or family. You understand that we may be required to give notice of this account to your spouse. **Married Wisconsin residents must furnish their (the applicant's) name and social security number as well as the name and address of their spouse to Kohl's, PO Box 3120, Milwaukee, WI 53201.**

Omission of any information requested on the application may be reason for denial of an account.

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.

FACTS WHAT DOES CAPITAL ONE® DO WITH YOUR PERSONAL INFORMATION?																						
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.																					
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Account transactions and credit card or other debt 																					
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Capital One chooses to share; and whether you can limit this sharing.																					
	<table border="1"> <thead> <tr> <th>Reasons we can share your personal information</th> <th>Does Capital One share?</th> <th>Can you limit this sharing?</th> </tr> </thead> <tbody> <tr> <td>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>For our marketing purposes – to offer our products and services to you</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>For joint marketing with other financial companies</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>For our affiliates' everyday business purposes – information about your transactions and experiences</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>For our affiliates' everyday business purposes – information about your creditworthiness</td> <td>Yes</td> <td>Yes</td> </tr> <tr> <td>For nonaffiliates to market to you</td> <td>Yes</td> <td>Yes</td> </tr> </tbody> </table>	Reasons we can share your personal information	Does Capital One share?	Can you limit this sharing?	For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	For our marketing purposes – to offer our products and services to you	Yes	No	For joint marketing with other financial companies	Yes	No	For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No	For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes	For nonaffiliates to market to you	Yes	Yes
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To limit our sharing	Call 1-800-564-5740 for customer service. Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.																					
Questions?	Call 1-800-564-5740 or go to http://www.kohlscorporation.com/customer_service/mykc/mykc.html																					

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Who we are	
Who is providing this notice?	This notice is provided by Capital One with respect to your Kohl's credit card.
What we do	
How does Capital One protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Capital One collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Open an account or give us your contact information • Use your credit or debit card or pay your bills • Give us your income information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial or nonfinancial companies. <ul style="list-style-type: none"> • Our affiliates include financial companies with the Capital One, Chevy Chase, Onyx and Greenpoint names, such as Capital One Bank (USA), National Association; and Capital One National Association
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates we share with can include insurance companies, service providers, retailers, data processors, and advertisers.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include companies such as insurance companies
Other important information	
CA and VT Residents: We will not share your information with companies outside of Capital One, except for our everyday business purposes, for marketing our products and services to you or with your consent.	
VT Residents Only: We will not disclose credit information about you within or outside the Capital One family of companies except as required or permitted by law.	
Telephone Communications – All telephone communications with us or our authorized agents may be monitored or recorded.	
The above notice applies only to your Kohl's Charge Accounts with Capital One and does not apply to any other accounts you have with the Capital One family of companies.	