

CAPITAL ONE OFFERS TERMS & CONDITIONS

These Terms govern your participation in the Capital One® Offers Program (the “Program”) offered by Capital One, N.A. and Wikibuy Holdings, LLC (collectively, “Capital One,” “We,” or “Us”). Please read them carefully.

1. Eligibility: This Program is non-transferable and open only to Capital One customers who have Capital One accounts that give them access to the Program (“Qualifying Account(s)”) and who make a Qualifying Offer Purchase (as defined in Section 4 below). To be eligible, the customer must also comply with all terms connected to relevant individual offers (“Qualifying Offer Terms”), which may contain additional exclusions or promotional time periods.
2. We reserve the right to alter, change, or terminate the Program, in whole or in part, at any time without notice, except where prohibited by law.
3. The Program is also subject to the Customer Agreement(s) pertaining to your Qualifying Accounts, to Capital One’s Online Terms and Conditions, to Capital One’s Online Privacy Policy, to Capital One’s U.S. Consumer Privacy Notice, and to any merchant terms or exclusions.
4. Qualifying Offer Purchase:
 - a. While logged in to a Qualifying Account on capitalone.com or the Capital One Mobile app, select one of the displayed merchant offers by clicking on an offer tile (the “Qualifying Offer”). You will be presented with the operative Qualifying Offer Terms. You will also be presented with the option to activate the Qualifying Offer and continue to the website of the relevant merchant (the “Selected Merchant”). After activating the Qualifying Offer, you will be redirected to the Selected Merchant’s website, unless otherwise specified by the Qualifying Offer Terms.
 - b. Subject to the additional conditions outlined in these Terms, a “Qualifying Offer Purchase” is a purchase made on the Selected Merchant’s website after first activating a Qualifying Offer while logged in to your Capital One account, and then being redirected to the Selected Merchant’s website, within 24 hours of activating the Qualifying Offer and during the same open browser session. For certain Qualifying Offers, Qualifying Offer Purchases also include eligible transactions made in the Selected Merchant’s physical store or in the Selected Merchant’s third-party online or mobile application, with your Capital One credit card, after first activating the Qualifying Offer, and subject to any restrictions imposed by the operative Qualifying Offer Terms (“Qualifying Card-Linked Offer Purchases”). All other purchases —

including purchases made by phone, through a third-party site or service, and/or using the Selected Merchant's website without being redirected to the Selected Merchant's website by a Program offer tile — are not Qualifying Offer Purchases. All Qualifying Offer Purchases must comply with the Qualifying Offer Terms connected to the relevant offer. Additionally, the use of an ad blocker, VPN, cashback or promotional site, browser extension, or other service that could interfere with our ability to confirm your purchase may result in you failing to make a Qualifying Offer Purchase. To be a Qualifying Offer Purchase, the purchase must be completed in denominations of United States currency and must be shipped to an address in the United States or, for in-store Qualifying Card-Linked Offer Purchases, completed in a United States store. The purchase of a gift card or gift cards is not a Qualifying Offer Purchase. We reserve the right to determine whether a purchase constitutes a Qualifying Offer Purchase at our sole discretion.

c. For online transactions, the Qualifying Offer Purchase amount used to calculate the Account Payout (as defined in Section 5 below) you will receive consists of the subtotal amount of your eligible purchase, and excludes taxes, shipping, credits, additional fees, and the costs of third-party items added to your Qualifying Offer Purchases, such as gift-wrapping, packaging, insurance, and warranties. For Qualifying Card-Linked Offer Purchases, the amount used to calculate the Account Payout you will receive consists of the total transaction amount reported to us by the merchant through the relevant credit card payment network.

d. The merchant websites and applications linked through or referenced by Program offer tiles are not under the control of Capital One, but rather are controlled exclusively by third parties. Accordingly, Capital One makes no representations whatsoever concerning such websites and applications. Although Capital One may provide a link or reference to a third party's website or application, such link or reference is not an authorization, endorsement, sponsorship or affiliation by Capital One with respect to such website or application, its owners or its providers. Capital One provides these links and references only as a convenience to you. Capital One has not tested any information, products or software found on such websites and applications and therefore cannot make any representations whatsoever with respect thereto. It is up to you to take precautions to ensure that whatever you select is free of such items as viruses, worms, trojan horses, malware, spyware, ransomware and other items of a destructive nature.

e. When making a Qualifying Offer Purchase, please refer to the Selected Merchant's terms and conditions related to the purchase, including but not limited to, guarantees, warranties, payment terms, shipping, delivery, taxes, return policies and processing of returns. The Selected Merchants are solely responsible for the products and offerings presented on their websites and applications and in their stores. **WE MAKE NO WARRANTIES AND WE DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR THE PRODUCTS OFFERED BY SELECTED MERCHANTS, THE MARKETING CLAIMS RELATED TO SUCH PRODUCTS, AND THE**

FULFILLMENT OF ANY TRANSACTIONS BETWEEN YOU AND A SELECTED MERCHANT.

f. All returns must be made through the Selected Merchant. We are not responsible for any returns, and all questions about purchases or returns should be directed to the Selected Merchant.

5. Account Payout:

a. Subject to your compliance with these Terms, we will issue a payout to your Qualifying Account, according to the rate advertised in the Qualifying Offer and calculated in the manner outlined in Section 4 above, following your Qualifying Offer Purchase (the “Account Payout”). The Account Payout will generally be issued to the Qualifying Account that was used when activating the Qualifying Offer. The timing of the Account Payout depends on the relevant Qualifying Offer Terms as well as the type of Qualifying Account that will receive the Account Payout. We strive to issue Account Payouts within 45 days, but we reserve the right to delay issuance of Account Payouts to confirm the existence of a Qualifying Offer Purchase and to ensure compliance with these Terms and with the relevant Qualifying Offer Terms.

b. At our discretion, and depending on the type of Qualifying Account that will receive the Account Payout and the relevant Qualifying Offer Terms, the Account Payout may be issued in the form of rewards or in the form of a statement credit. In all cases, we reserve the right to determine the appropriate currency for the Account Payout. Under the Program, for Account Payouts that take the form of reward miles, the baseline payout rate is 1 mile per dollar spent on a Qualifying Offer. Solely for the purposes of the Program, 100 reward miles, \$1 in cash back rewards, and \$1 as a statement credit are all deemed equivalent amounts for Account Payouts. In the event that an Account Payout takes the form of rewards, it will be applied to your Qualifying Account’s rewards balance and is subject to the terms of your Rewards Program. In all circumstances, we reserve the right to verify and adjust Account Payouts as needed.

c. Capital One Offers is reliant on both the Selected Merchant and any associated affiliate network to report your Qualifying Offer Purchase. In the event that the Selected Merchant and/or the associated affiliate network delays reporting your Qualifying Offer Purchase, or fails to report your Qualifying Offer Purchase entirely, Capital One will be unable to confirm your Qualifying Offer Purchase, which may delay or prevent the issuance of the Account Payout. For Qualifying Card-Linked Offer Purchases, Capital One uses point-of-sale transaction information to determine whether a transaction has occurred at the Selected Merchant. Capital One does not control and is not responsible for the point-of-sale transaction information supplied by merchants through the credit card payment network. Individual check out counters, point-of-sale terminals, and/or merchants located within a store may provide different point-of-sale transaction

information. This means that sometimes, a transaction may fail to register as a Qualifying Card-Linked Offer Purchase.

d. To be eligible for an Account Payout, your Qualifying Account must be open and in good standing at the time we attempt to issue the Account Payout.

e. In the event that you have more than one Qualifying Account, we may apply the Account Payout to any active Qualifying Account that is open and in good standing.

f. Account Payouts are limited to a total of \$1000.00 in statement credits and/or their equivalent in the form of rewards per customer every three (3) billing cycles.

g. An Account Payout is the ONLY method by which you will receive the amount you have earned back through the Program. You may not request or receive the amount by cash or check, by gift card, by electronic or cryptocurrency, or by any means other than an Account Payout. Any reference to a “payout” in these Terms means, without exception, an Account Payout for a Qualifying Offer Purchase.

h. With respect to credit card accounts, an Account Payout is not a substitute for a payment. You must continue to make your minimum monthly payment shown on your billing statement. You should not base your monthly payment on any anticipated or pending Account Payout.

i. If you return or cancel an otherwise Qualifying Offer Purchase, you are not eligible for an Account Payout. If the Account Payout for the Qualifying Offer Purchase was already issued at the time the Qualifying Offer Purchase was returned or canceled, we may reverse the Account Payout in whole or in part.

j. If you perform a product change or product upgrade on the Qualifying Account through which you accessed the Program and made a Qualifying Offer Purchase before the Account Payout has been issued, your Account Payout may be issued in the form of a currency different from the one that was originally displayed to you or may fail to issue altogether.

k. Account Payouts under the Program are independent and distinct from other Capital One rewards, including any rewards you may earn from using certain credit cards. Separate from the Program, the rewards in your Qualifying Account will be earned and calculated according to the terms and conditions disclosed when you opened your account, and to any subsequent amendments. See the rewards program FAQs found at [capitalone.com](https://www.capitalone.com) for more details.

1. If the Qualifying Offer Purchase is subject to finance charges, such charges may accrue on the total amount of the Qualifying Offer Purchase prior to the application of any Account Payout. You will be responsible to pay amounts due as provided in the Customer Agreement pertaining to your Qualifying Account.

6. General Terms:

- a. By participating in this Program, you indicate your agreement to these Terms.
- b. In the event that the operation, security, or administration of the Program is impaired in any way, we may temporarily or permanently suspend the Program to address the impairment.
- c. We reserve the right to disqualify any individual who we suspect, in our sole discretion, of tampering or interfering with the operation of the Program, of perpetrating fraud on or through the Program, or of violating any of these Terms. Such termination may result in your forfeiture of any accumulated Account Payouts, except where prohibited by law.
- d. We strive to provide Account Payouts in connection with all Qualifying Offer Purchases that satisfy these Terms and the relevant Qualifying Offer Terms. If you believe that you should have received an Account Payout that you did not receive, you must contact us using the contact information connected to your Qualifying Account so that we can evaluate.
- e. If we do not exercise or enforce any legal right or remedy available to us, we will not be deemed to have waived rights or remedies. Any waiver of any provision of these Terms will be effective only if we expressly state in a signed writing that we are waiving a specified provision.
- f. UNDER NO CIRCUMSTANCES WILL CAPITAL ONE BE LIABLE TO YOU OR TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT OR IN TORT (INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, RELIANCE, ESTOPPEL, NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFIT OR BUSINESS INTERRUPTION (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ANY STATUTORY DAMAGES OR ANY INTANGIBLE LOSS, RESULTING FROM OR IN ANY WAY RELATED TO THIS PROGRAM, EVEN IF CAPITAL ONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

g. Your participation in this Program is subject to all applicable federal, state and local laws and regulations, and to the terms and governing law of the Customer Agreement pertaining to your Qualifying Account (the “Customer Agreement Terms”). In the case of any conflict between these Terms and the Customer Agreement Terms, the Customer Agreement Terms shall govern and control. Unauthorized use of the Program is prohibited, and violators can be prosecuted under federal and state laws. Virginia law and federal law will govern the interpretation and enforcement of these Terms. If any part of these Terms is unenforceable, the remaining parts will remain in effect.