

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 (“Wikibuy”) (collectively, “Capital One,” “We,” or “Us”). Please read them carefully.

1. Eligibility: This Program is non-transferable and open only to Capital One cardholders who utilize Capital One® Offers to make a Qualifying Offer Purchase (as defined in paragraph 4 below) using a Capital One United States-issued, consumer (non-business) credit card that is open and in good standing (a “Qualifying Card”). To be eligible the cardholder must also comply with the applicable Qualifying Offer terms, which may have additional exclusions or promotional time periods.

2. We reserve the right to alter, change, or terminate Capital One Offers, in whole or in part, at any time without notice.

3. Capital One Offers are also subject to the Customer Agreement pertaining to your Qualifying Card, 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 your account on capitalone.com or the Capital One Mobile app, select one of the displayed merchant offers (the “Selected Merchant”) by clicking on the offer tile (the “Qualifying Offer”). You will be redirected to the Selected Merchant’s website in your web browser after reviewing the Qualifying Offer details and after choosing to continue.

b. A Qualifying Offer Purchase is a purchase made on the Selected Merchant’s website, using a Qualifying Card, during the same open browser session, within 24 hours, after first selecting a Qualifying Offer while logged in to your Capital One account, and then being redirected to the Selected Merchant’s website. All other purchases — including purchases made by phone, in-person, through a third-party site or service, using other online or mobile applications, and/or using the Selected Merchant’s website without being redirected to the Selected Merchant’s website by a Capital One Offers tile — are not eligible. 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. The purchase of a gift card or gift cards is not a Qualifying Offer Purchase.

c. The Qualifying Offer Purchase amount used for rebate calculation 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 or warranties.

d. The Merchant websites linked through Capital One Offers tiles in association with this Program 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. Although Capital One may provide a link to a third party, such a link is not an authorization, endorsement, sponsorship or affiliation by Capital One with respect to such website, its owners or its providers. Capital One is providing these links only as a convenience to you. Capital One has not tested any information, products or software found on such websites 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.

f. 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. **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.**

g. 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 Credit:

a. Subject to your compliance with these Terms, we will apply a statement credit to your Qualifying Card account, according to the amount advertised in the Qualifying Offer, within three (3) billing cycles following your Qualifying Offer Purchase (the "Account Credit").

b. Your Qualifying Card account must be open and in good standing at the time of account credit processing to receive a Qualifying Offer Purchase Account Credit.

c. In the event you have more than one Capital One credit card, we may apply the statement credit to any active account that is open and in good standing.

d. Account Credits are limited to a total of \$1000.00 per Qualifying Card Account every three (3) billing cycles.

e. An Account Credit is the ONLY method by which you will receive the amount you have earned back through your Qualifying Offer Purchase. 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 Credit. Any reference to a "rebate" in these Terms means, without exception, a Qualifying Offer Purchase Account Credit.

f. An Account Credit 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 Credit.

g. If you return or cancel an otherwise Qualifying Offer Purchase, you are not eligible for an Account Credit.

h. Capital One Offers Account Credits are independent and exclusive of other Capital One rewards. Your rewards on your Qualifying Card will be earned and calculated according to the terms and conditions disclosed when you opened your account, and to any subsequent amendments.

i. 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 Credit. You will be responsible to pay amounts due as provided in the Customer Agreement pertaining to your Qualifying Card 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 Credits.

d. 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.

e. 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.

f. 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 Card (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.