



## Direct Deposit Request

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Please review the Certificate of Deposit Agreement and Electronic Funds Transfer Agreement below. Then complete and sign the Direct Deposit Request form and mail/fax to:

<b>Standard Mail:</b>	Or	<b>Fax:</b>
Capital One		1-877-650-3529
P.O. Box 180		Attn: CORR
St. Cloud, MN 56302-0180		

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## Certificate of Deposit Agreement and Electronic Funds Transfer Agreement

This is a copy of the rules and regulations that will govern your Capital One® Certificate of Deposit. By opening this account, you've agreed to be bound by these rules and regulations. If you ever add a new service to this account, your use of that service counts as your acceptance of the rules and regulations in effect at the time. Please read and keep this agreement for your records.

### How to read this agreement:

Whenever this document uses pronouns like "our," "we" or "us" it means Capital One, including Capital One, N.A. and/or Capital One Bank (USA), N.A. Please see the other disclosures you receive with this agreement for information about your Annual Percentage Yield (APY) and your account. If you ever encounter information about your account that seems different from what this agreement says, this agreement is binding.

### Laws governing this agreement

This agreement, as well as the operation of your account, is governed by all federal laws and regulations, and, to the extent applicable, the laws of the Commonwealth of Virginia. If any part of this agreement is determined by any court to be invalid or unenforceable, the rest of the agreement will remain in full force and effect. Deposits are only accepted from lawful U.S. citizens or resident aliens. A tax identification number is required to open the account.

Furthermore, we may accept, on your behalf, payments to your account that are not subject to the Electronic Funds Transfer Act (Regulation E). Your rights and obligations with respect to these transfers will be governed and construed in accordance with Regulation J, Subpart B - Funds Transfers Through Fedwire, and the applicable Federal Reserve Bank Operating Circular. Electronic transfers sent or received through automated clearing house are subject to the rules of the National Automated Clearing House Association ("NACHA"). Where none of the above-stated rules apply, the transactions covered by this agreement will be governed by the laws of the Commonwealth of Virginia, including Article 4A of the Virginia Uniform Commercial Code.

### Customer eligibility

Accounts are available to U.S. citizens and permanent residents of the 50 United States and the District of Columbia. We reserve the right to require a permanent, physical U.S. address to open and maintain the account.

### Information required for new accounts

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 apply for an account we will ask for your name, address, date of birth and other information that will allow us to identify you.

### Minimum deposit for opening an account

A minimum deposit of \$5,000 is required to open a Capital One, N.A. and/or Capital One Bank (USA), N.A., Certificate of Deposit. After you open a Certificate of Deposit, you may not make additional deposits to the account until the maturity date. Please note that we cannot accept more than \$3 million in any single account or more than \$1 million across accounts from any business.

### Your credit report

For your protection, you agree that we may order a consumer credit report from a credit report agency. Upon your request, we will inform you of whether or not a report was requested, and if so, the name and address of each agency which furnished this report.

## Confidentiality

You will receive a copy of the Capital One Privacy Notice with this agreement (or you may access it online at [www.capitalone.com](http://www.capitalone.com)). As described in this Privacy Notice, we will only disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

## Address changes or updates

You must keep us informed of your current address. We may rely upon and will use the last address you or the U.S. Postal Service has given us.

## Kinds of accounts you can open

1. Individual account: An individual account is one opened in the name of one person.
2. Joint account: A joint account is one opened by two or more people and is payable to any of them.
3. Business account: Business accounts are accepted on terms greater than six months; however, some restrictions may apply regarding deposit and withdrawal methods. Trust and organizational accounts are classified as business accounts and may be subject to different features and interest rate structures.

Under this program, we are not prepared to accept brokered deposits. For an account to be valid, we require that the actual owner (beneficial or otherwise) of the account be listed on the account. In addition, the Taxpayer Identification Number of the actual owner must be listed on the account. You must sign and return the completed acceptance form for your account or your account may be subject to backup withholding.

## Joint accounts and right of survivorship

A joint account is one opened by two or more people and is payable to any of them. When you open a joint account, you have the option of setting it up with or without right of survivorship. This will determine what happens to the account if an account owner dies.

- If your joint account does have right of survivorship and one person on the account dies, his or her share belongs equally to the other living people on the account.
- If your joint account does not have right of survivorship and one person on the account dies, his or her share of the joint account belongs to his or her estate.
- If a joint account is opened by people married to each other, then the account automatically includes right of survivorship, unless there is clear and convincing evidence that this wasn't intended. If the husband and wife become divorced, all survivorship rights between them in a joint account will end.

## Your account balance

The amount shown on our records will be accepted as the balance of your account unless you can show differently. Your share in a joint account is not tracked separately, and you agree for yourself, your heirs, assigns and administrators that if you or any other person listed on the account receives more than his or her shares, we will not be liable.

## Your account terms

The depository institution, term, maturity date and Annual Percentage Yield (APY) are shown on your Capital One Certificate of Deposit (CD). Capital One, N.A. and/or Capital One Bank (USA), N.A., is a separate, FDIC-insured depository institution and a subsidiary of Capital One Financial Corporation. If you have not yet purchased a CD, the interest rates and Annual Percentage Yields (APYs) currently being offered for each available term are available by calling 1-888-810-4013. The APY is based on a 365-day year and assumes that all interest will remain on deposit until maturity. Any withdrawal of interest or principal, as well as the imposition of any fees, will reduce earnings.

## Information about the interest you earn on this account

Interest begins to accrue on the day we receive electronic funds and one business day after we receive all other non-cash deposits, including checks and cashier's checks.

Interest will be paid from the date of the deposit up to, but not including, the date of withdrawal and will be compounded daily. Interest will be calculated using the daily-balance method. This method applies a daily periodic rate to the collected balance in the account each day.

Holders of a CD may choose to receive payments of interest on a monthly, quarterly, semi-annual or annual basis. Or CD holders may have the payments of interest added back to the balance of their account until maturity. If no interest payment option is selected for a CD, interest payments will be added back to the balance of the account on a quarterly basis for CDs with terms of six months or more and on a monthly basis for CDs with terms of less than six months.

## Charge schedule

Outbound Wire Transfer (if applicable) \$20.00

We may change the charge amounts at any time. If we make a change, you will be notified in writing as required by applicable law.

### **Authorization for payments or funds transfers from your account**

When you use any available payment service or funds transfer service, you warrant that you are an authorized signer on the account from which the funds are being drawn to make such payment or transfer.

### **Payment processing restrictions on Internet gambling fund transfers for business accounts**

Please be informed that restricted transactions (as defined in Federal Reserve Regulation GG/12 CFR Part 233) are prohibited from being processed directly or indirectly through any account or relationship maintained with us. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with unlawful Internet gambling.

### **Facsimile signatures as authorized signatures**

By accepting this agreement, you authorize us to honor a facsimile signature or other form of signature. You agree that you will bear the entire risk of unauthorized use of this signature whether or not you are negligent. You also agree that no facsimile signature that you have in fact used may be considered a forgery or an unauthorized signature, and that such facsimile signature shall be effective as your signature or endorsement whether or not you have been negligent.

### **Renewal or redemption of your CD**

A CD will renew automatically at maturity for the same term as before. You may redeem a CD on the maturity date by giving us notice on or within 30 days before the maturity date. You can give us notice by:

- (i) Telephone at 1-888-810-4013;
- (ii) Mail at P.O. Box 180, St. Cloud, MN 56302-0180; or
- (iii) Facsimile. For the facsimile number, call 1-888-810-4013.

You may not provide notice by e-mail.

In addition, you will have a grace period of ten calendar days after the maturity date during which you may redeem a CD without being charged a penalty. If a CD is redeemed during the grace period, no interest will be earned after the CD's maturity date.

If your CD automatically renews, your interest rate will become the rate currently offered by Capital One, N.A. and/or Capital One Bank (USA), N.A., for a CD of the same (or similar) type, amount, and term as the account being renewed. If the CD type is no longer offered when your CD matures, your CD will be automatically renewed to a fixed rate CD available to the general public with the same (or similar) term.

### **Penalties for early withdrawal**

You may not withdraw principal from your account before the account's maturity date. If we allow early withdrawal, including account closure, you will be assessed a penalty for early withdrawal as described below:

1. On a CD with a term of less than six months, the penalty will equal one month's interest on the principal amount withdrawn
2. On a CD with a term of six months to one year, the penalty will equal three months' interest on the principal amount withdrawn
3. On a CD with a term of more than one year:
  - a. If a withdrawal is made within six months of maturity, the penalty will equal six months' interest on the principal amount withdrawn
  - b. If a withdrawal is made six months or more before maturity, the penalty will equal the greater of six months' interest or the Economic Replacement Value (see below for definition) on the principal amount withdrawn.

### **Economic Replacement Value (ERV)**

The Economic Replacement Value is an estimate of the interest cost to us if we were to replace a CD that is withdrawn early with another CD having a term that is comparable to the remaining term of the original CD. If interest rates have risen, then the cost of the new CD will be higher.

FOR EXAMPLE (this example does not reflect your actual CD terms):

1. Perhaps you have a 5-year CD and you withdraw \$40,000 of principal 27 months early.
2. But rates have risen so that a new CD has an APY 0.50% higher than your original CD.
3. **Therefore**, the ERV would be \$450.00.

This represents an estimate of Capital One's interest cost if it were to replace the money you withdrew with a comparable CD. The term offered by Capital One that is closest to (but not greater than) the remaining term of your CD would be 24 months or two years in this example. In other words:

1. Perhaps your original 5-year CD had an APY of 2.00%.
2. But rates have risen and the 24-month replacement CD offered by Capital One for new accounts of the same CD type had an APY of 2.50% at the time of your early withdrawal.
3. Therefore, Capital One's interest cost in replacing the \$40,000 principal you withdrew early would be an additional 0.50% APY. This comes to an additional \$200 per year on the \$40,000 you withdrew early. Over 2.25 years (time left to maturity), this adds up to \$450.00.

You can now use this example to calculate ERV in the following way:

**STEP 1:**

Subtract the APY on your CD from the APY offered for new accounts of the same CD type by Capital One on the date of your early withdrawal. Make sure to choose an APY for a CD term that is closest to (but not greater than) the number of years remaining until your CD matures. If there is more than one APY offered for the relevant CD term and product, use the lowest APY offered for new accounts of the same CD type.

Original CD APY = 2.00%

Current APY for a 24-month CD (for this example only) = 2.50%

$2.50\% - 2.00\% = 0.50\%$

**STEP 2:**

Multiply the result from Step 1 by the amount of principal you withdrew to calculate the annual interest differential.

$\$40,000 \times 0.50\% = \$200$

**STEP 3:**

Multiply the result from Step 2 by the amount of time left until your CD matures (in years) to calculate the ERV.

27 months to maturity = 2.25 years ( $27 \div 12 = 2.25$ )

$\$200 \times 2.25 = \$450.00$

**REMEMBER: This example is for illustrative purposes only.**

The terms in the example are not specific to your CD. The actual calculation of ERV will depend on the current APY offered on new accounts for the same type of CD. The ERV will also depend on the APY, term and principal amount of your CD.

**Electronic Funds Transfers**

As an account holder, you may order electronic funds transfers by automated clearing house.

**Electronic funds transfer orders**

In general, we will accept electronic funds transfer orders only if you have a sufficient balance in the appropriate account to execute the payment order. Please note, wire transfers are only allowed to and from accounts in the name of the account owner. Additional restrictions may apply to any wire transfers to or from third parties.

**Pre-authorized transfers**

If you have arranged to have regular interest payments made from your account at least once every 60 days from the same person or company, you can call us at 1-888-810-4013 to find out whether or not the deposit has been made.

**Your liability for incorrect information**

If you give us a payment order that identifies a beneficiary (the person to whom you are sending funds) by name and account number or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identified the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation.

Neither we nor any receiving institution will be liable for any such errors on your part.

**Our liability for failure to complete transfers**

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable:

- (i) if, through no fault of ours, you do not have enough money in your account to make the transfer;
- (ii) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- (iii) for any other reason stated elsewhere in this addendum.

If we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current interest rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys' fees.

### **Stop payments on electronic transfers**

You may not stop payment of an electronic transfer that is not recurring once you have initiated the transaction. You can stop a third party automatic recurring payment or withdrawal that you have set to be deducted from your account by calling us at 1-888-810-4013, or by writing to us at P.O. Box 180, St. Cloud, MN 56302-0180. You must make your request in time for us to receive it within three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and send it to us within 14 days after you call. If you order us to stop one of these payments three business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

### **Periodic statements**

If you have set up your account for Electronic Funds Transfers (EFTs), you will get an account statement at least quarterly. You will get an account statement monthly if there are EFTs in a particular month. If you have not set up your account for EFTs, you will receive an account statement annually.

### **Notification**

We will provide you with notification of all electronic funds transfers as part of your periodic statement. You must notify us in writing of any unauthorized or erroneous payment order as explained in this addendum. If you fail to promptly notify us of any unauthorized or erroneous payment order, we will not be liable to you for any subsequent similar occurrence that we could have prevented had we received such notice. If you authorize us to make regular transfers of earned interest from your CD account, your first transfer will be the amount you should expect each period, varying by no more than 12%, unless you make a significant addition to or subtraction from the principal amount.

### **Errors or questions about your electronic funds transfers**

If you believe there has been an error or if you need more information about a funds transfer, please contact us immediately at 1-888-810-4013 or write to us at P.O. Box 180, St. Cloud, MN 56302-0180. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

When you contact us, please be sure to include the following information:

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require you to send us your complaint or question in writing within ten business days.

We will determine whether an error occurred within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not credit your account. For errors involving new accounts, point of sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### **Unauthorized Electronic Transfers**

Tell us AT ONCE if you believe that an electronic fund transfer has been made from your account without your permission. Telephoning is the best way of keeping your possible losses down. If your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### **Other Errors**

If your account statement contains any other errors (other than errors or questions about electronic transfers discussed in this agreement), you must notify us within 30 days of the date on which we provided to you the affected statement or otherwise made the statement available to you. If you do not notify us within 30 days, you agree that you are absolutely barred from bringing any action against us that is in any way related to the errors.

### **Legal proceedings or disputes**

If your account becomes involved in a legal proceeding or is likely to become involved in a legal proceeding due to a dispute, the entire balance of your account may be restricted until the matter has been resolved, even if only one person on the account is involved. You promise to repay us for any expenses we incur, including reasonable legal fees and costs, if your account is involved in a legal proceeding or dispute.

**Inactive Accounts**

Your account can be deemed "inactive" if there's no activity on that account for a certain period of time. Specifically, an inactive account is one on which you have not increased or decreased the amount in the account, presented us with evidence of the account, otherwise corresponded with us about the account or indicated an interest in the account (as evidenced by a memorandum on file with us), or engaged in any credit, trust or other transaction with us for the amount of time specified under applicable law (the "Inactive Period").

Once a deposit account has been inactive for the Inactive Period, the funds become escheatable (can be reverted or handed over to the State). Thereafter, the payment of any interest on the account will stop and a statement on the account will no longer be sent. We will be required to pay escheatable funds to an applicable State office. You will be notified in writing, if required by applicable law, at your last known address on our records before we take the actions stated in this paragraph.

**Power of attorney**

We are authorized, but not required, to honor a power of attorney until we receive written notice from you that you have revoked the power of attorney or that the power of attorney has been revoked as a matter of state law. We may also, at our sole option, honor a power of attorney for some account powers and functions and not for others. We are not required to give you a reason for our failure to honor a power of attorney.

**Transfer of accounts**

Your account is not transferable or assignable by you. We reserve the right to transfer or assign your account to another FDIC insured financial institution.

**Business days**

For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday (except federal bank holidays), 8 a.m. until 5 p.m., Eastern Time.

**Indemnification**

You agree to indemnify Capital One, its agents, and employees against any loss, liability or expense (including attorney's fees) resulting from or arising out of any claim of any person in connection with any matters subject to this addendum, except where applicable law precludes such indemnification.

**Amendments**

We have the right to change this agreement, including fees and charges applicable to the CD, at any time. These changes may include the addition of new charges or terms. If we make changes, you will be notified as required by applicable law.

# Direct Deposit Request

1. Please provide complete information in the fields below.
2. Complete all applicable sections by typing in the required information. To do so, simply click on the desired field and begin typing. Handwritten forms are strongly discouraged as it may cause delays.
3. Attach a voided check or deposit slip.
4. Return your completed Direct Deposit Request:

**By Mail:**  
Capital One  
P.O. Box 180  
St. Cloud, MN 56302-0180

Or

**By Fax:**  
1-877-650-3529  
Attn: CORR

Please print the following:

The Customer Name(s) appearing on this CD: \_\_\_\_\_

My Capital One CD Account Number (only one per agreement): \_\_\_\_\_

Name of financial institution to receive direct deposit: \_\_\_\_\_

Account number to be credited at this financial institution: \_\_\_\_\_

ABA/Routing No. of this financial institution (must be nine digits): \_\_\_\_\_

This Account is a (please check one):     Checking Account     Savings Account     Other

Please transfer my interest (please check one):     Monthly     Quarterly

I/We have read the Certificate of Deposit and Electronic Funds Transfer Agreement and agree to its terms and conditions.

\_\_\_\_\_  
Account Owner's Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Joint Owner's Signature

\_\_\_\_\_  
Date:

## REMEMBER:

1. Complete and sign this form.
2. Attach a voided check or deposit slip.
3. Mail them to Capital One, P.O. Box 180, St. Cloud, MN 56302-0180 or fax them to 1-877-650-3529.

Your interest payments may vary, by no more than 12%, depending on the number of days in the month in which the interest is calculated. We will not provide advance notice of these varying amounts.

If you have questions or need assistance, please call one of our Banking Experts at 1-888-810-4013, Monday through Friday 8:00 a.m. to 7:00 p.m. Eastern Time.