

Capital One Auto Finance Paperless Agreement

 [Download/Print](#)

Please read this Paperless Agreement ("Paperless Agreement") thoroughly—it contains important information about your legal rights.

This Paperless Agreement covers the Communications (defined below) pertaining to your auto finance and refinance pre-qualification, credit application, and account and related services with Capital One, N.A., its affiliates, and each of the participating lenders and auto dealers you choose to interact with through Capital One, N.A. (collectively, "Capital One," "we," "us," and "our"). Communications include those presented, delivered, or accessible, either currently or in the future, through online banking (whether accessed through a personal computer, mobile device, or other technology), our websites, or other electronic means (all together, "Digital Channels"). The words "I," "you," and "your" mean each account holder, product owner, and/or service user identified on an account, or related service. All individuals attest that they are authorized to receive the required disclosures and to contract on behalf of all individuals.

Your Legal Rights

Certain laws and regulations require us to provide specific information ("Communications") to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this Paperless Agreement and obtain your consent to receive it electronically. Since online banking, the mobile application, and other Capital One websites include some of this information, you may consent to this Paperless Agreement as part of those services.

At times, we may still present you with paper disclosures or other documents that contain important information about your pre-qualification requests, credit applications, and auto finance accounts and related services. You should continue to review any paper correspondence that we mail to you. Any communications that Capital One determines, in its sole discretion, that you should receive in paper rather than electronic form will be mailed to the primary mailing address in our records or otherwise delivered as required by law or any additional agreement.

By consenting to this Paperless Agreement, you agree that you have or have access to equipment that meets the hardware and software requirements described below to enable you to sign in to our Digital Channels to access and retain your documents and disclosures electronically. If, in the future, you no longer have or have access to equipment that meets our hardware and software requirements, please contact us at the following numbers to unenroll from receiving electronic communications:

- 1-800-689-1789 - If you pre-qualified for auto financing (including on Auto Navigator) but Capital One is not the lender
- 1-800-946-0332 - If you are a Capital One Auto Finance loan customer

We reserve the right to terminate this Paperless Agreement at any time.

By consenting to this Paperless Agreement, you also agree that you have read, understood, and agree to be bound by the terms and conditions described in this Paperless Agreement. You agree that your consent does not automatically expire and is not limited in duration.

If your account is closed or access to the related service is terminated, you may not be able to access any Communications we have provided in electronic form. Accordingly, if your account is closed or access to the related service is terminated, we may send Communications to you in paper form via mail, even if you previously elected to receive such materials electronically.

Types of Communications

By consenting, you are electing to receive Communications through Digital Channels and you are consenting to receive these Communications at any time during the day or night. These Communications may include notice of Capital One's, and/or a participating lender's decision on your pre-qualification requests and/or any subsequent credit applications, as well as important auto finance account opening information regarding rates, fees and other costs, as well as all other agreements, disclosures, notices, alerts, and other information and communications relating to your auto finance and refinance pre-qualifications, auto finance and refinance applications, auto finance account or any related service, the use of any other Capital One services, your relationship with us, and/or other programs, products, or services that are or may be in the future made available to you. Communications may also include, but are not limited to:

- This Paperless Agreement and any updates
- Other service or user agreements for online access, all updates to these agreements and all disclosures, notices and other communications regarding Digital Channels and transactions you make within Digital Channels
- Disclosures, agreements, notices, and other information related to the opening or initiation of an auto finance or refinance pre-qualification request, auto finance or refinance application, auto finance account, or any related service including, but not limited to, account agreements, fee schedules, or other disclosures or notices that may be required by the Telephone Consumer Protection Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, and any state analogs to the aforementioned federal laws, or other applicable federal or state laws and regulations
- Important disclosures and notices relating to the maintenance or operation of an account or any related service including, but not limited to, account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Telephone Consumer Protection Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, including any and all state analogs, or other applicable federal or state laws and regulations
- Any notice or disclosure regarding an account or any related fee, including, but not limited to, late fees, repossession fees, vehicle storage fees, and reinstatement fees
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to an account or any related service you obtain from us that may be required by the Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, including any and all state analogs, or other applicable federal or state laws and regulations
- Our Privacy Notice and other privacy statements or notices (by posting such notices on our website)
- Certain tax statements or notices that we are legally required to provide to you, such as 1099 forms.

Hardware and Software Requirements

To access and retain the information subject to this consent, you must have or have access to equipment that meets the hardware and software requirements:

- Either the Windows operating system or Macintosh OS X.
- Internet access and an Internet browser that supports HTML 4.0, TLS 1.2 encryption, Cookies and JavaScript.
- For Windows users we suggest using the latest version of one of the following free web browsers:
 - Microsoft Internet Explorer
 - Mozilla Firefox
 - Google Chrome
- For Macintosh users we suggest using the latest version of one of the following web browsers:
 - Apple Safari
 - Mozilla Firefox
 - Google Chrome

Certain older web browsers may not be supported by Capital One. If you are using an outdated version, you may need to update it in order to access your account or any related service online. If you are unsure whether your computer or web browser meets our suggested system requirements, please visit <https://www.capitalone.com/support-center/browser-support/> for more information.

To access and retain the Communications by mobile device, you will need a mobile device with a valid US phone number and supporting the current version of the iOS or Android operating system that supports downloading, text messaging, and applications from the Apple App Store or Google Play store.

Statements and certain other Communications may be available in PDF format only. You will need a program that accurately reads and displays PDF files (such as Adobe® Reader®). If you do not have Adobe® Reader® you can download it at no charge from the following link:

<https://get.adobe.com/reader/>

(Note that by clicking the link, you will be taken to a third-party site not managed by Capital One. As a result, different security or privacy practices may apply. We do not endorse, recommend or guarantee any products or services contained at the linked page.) You agree that you have provided Capital One with a valid e-mail address and can access, download, and print PDF files.

To print statements or other Communications you must have a printer connected to your computer. To download statements or other Communications, if available, you must have sufficient hard-drive space to store the relevant materials.

If there is a change in the hardware or software requirements needed to access or retain electronic records, and such change creates a material risk that you will not be able to access or retain subsequent electronic records subject to your consent granted by this Paperless Agreement, we will provide you with a statement of the revised hardware and software requirements for access to and retention of electronic records, as permitted by the Paperless Agreement. You will have the right to withdraw consent as permitted under this Paperless Agreement.

How to Withdraw Your Consent

You can withdraw your consent to receiving Communications electronically, with no cost to you, online or by phone. To do so, sign in to online banking or other Digital Channels to update your settings or call the following numbers:

- 1-800-689-1789 - If you pre-qualified for auto financing (including on Auto Navigator) but Capital One is not your lender
- 1-800-946-0332 - If you are a Capital One Auto Finance loan customer

Your withdrawal of consent is effective only after you have communicated your withdrawal to Capital One as described above and Capital One has had a reasonable period of time to act upon your withdrawal. Such withdrawal of consent will only apply to those communications that are required by law or regulation to be provided to you in paper form. We may continue to deliver to you in electronic format all other communications. Your consent shall remain in force until withdrawn in the manner provided in this section.

Consent Coverage; Certain Notices from You Are Not Covered.

You may be required, by contract or applicable law, to give us notice in writing. Your consent here does not relate to those notices, and you must still provide them to us on paper.

Additionally, this Paperless Agreement does not apply to the following:

- Any documents and communications that we are required by rule, law or regulation to send by mail and/or in physical form
- Any other communications that Capital One determines, in its sole discretion, that you should receive in paper rather than electronic form, including offers of products and services

Obtaining Copies of Electronic Communications.

We recommend that you print or download a copy of this Paperless Agreement, statements, and all other Communications to retain for your permanent records.

You may print or make a copy of electronic statements or Communications by using the "Print" button (or otherwise using your printing functionality) or saving a copy. Do this when you first review the Communications, because after submission we do not necessarily keep them all in a place that you can access.

You may also call the following numbers to request, at no charge to you, a paper copy of your statements or other Communications:

- 1-800-689-1789 - If you pre-qualified for auto financing (including on Auto Navigator) but Capital One is not your lender
- 1-800-946-0332 - If you are a Capital One Auto Finance loan customer

Be sure to specify your account or any related service identification number, as applicable, the specific Communications for which you are requesting a paper copy, and the address to which it should be mailed.

Updating Your Contact Information

As a courtesy, when Communications are available online, we will attempt to send an email notification to the address that we have on file. We also may send you an email notification when you have a new other Communication available for review. Alternatively, we may communicate the other Communication directly through email.

You must open an email from Capital One at least once over a twelve-month period or you may not continue to receive email notifications. In the event that your email address or other contact information is changed, you must notify Capital One of such changes immediately. It is your responsibility to update any changes in your email address, and we are not responsible if you do not receive a courtesy reminder. If you do not receive an email and believe you should have, please verify your email address.

If you fail to update or change an incorrect email address or other contact information, you understand and agree that any Statements or other Communications shall nevertheless be deemed addressed to you if they were made available to you in electronic form in any Digital Channel or emailed to the email address we have for you in our records.