Credit Card Agreement for Neiman Marcus/Bergdorf Goodman Cards in Capital One, N.A.

There are two parts to this Credit Card Agreement: **Capital One Pricing Information** and the **Capital One Customer Agreement**. The Pricing Information shows a range of terms that includes both mail and online offers for new accounts available under this Agreement as of September 30, 2026. The combination of terms that could apply to you may differ depending on the specific card offer and on your creditworthiness at the time of application. The **Customer Agreement** contains important information related to consumer credit cards issued by Capital One, N.A. Please visit www.capitalone.com to view our online credit card offers. If you are a current Capital One cardholder, please log in to your account if you would like to request the Credit Card Agreement for your account(s).

CAPITAL ONE PRICING INFORMATION	
Annual Percentage Rate (APR) for Purchases	**28.99%.** This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month.
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**.

Annual Fee	**None.**
Penalty Fees	
• Late Payment	Up to **$40**.

How Do You Calculate My Balance? We use a method called “average daily balance (including new transactions)”. See the “How Do You Calculate the Interest Charge?” section.

What Are My Billing Rights? Information on your rights to dispute transactions and how to exercise those rights is provided in the “Billing Rights Summary” on your Statement and other Truth-in-Lending Disclosures.

THINGS YOU SHOULD KNOW ABOUT THIS CARD

How Do You Calculate My Variable Rates? Your variable rates may change when the Prime Rate changes. We calculate variable rates by adding a percentage to the Prime Rate published in *The Wall Street Journal* on the 25th day of December, March, June and September. If the *Journal* is not published on that day, then see the immediately preceding edition. Variable rates will be updated quarterly and will take effect on the first day of your Billing Cycles which end in February, May, August, and November: Purchase APR: Prime plus 22.24%. Any increase in the Prime Rate may increase your Interest Charges and your Minimum Payment.

What Are The Daily Periodic Rates Used To Calculate My Interest? The daily periodic rate for your Purchase APR is 0.07942%. See the “How Do You Calculate the Interest Charge?” section.

How Do You Calculate The Interest Charge? We use a method called Average Daily Balance (including new transactions). Under this method, we first calculate your daily balance; for each Credit Plan, we 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day’s balance, then 2) subtract any payments and credits for that Credit Plan as of that day. The result is the daily balance for each Credit Plan. However, if you paid your previous month’s non-promotional purchases balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase Credit Plans are not added to the daily balances. Also, transactions subject to a grace period are not added to the daily balances.

Next, to find your Average Daily Balance we: 1) add the daily balances together for each Credit Plan, and 2) divide the sum by the number of days in the Billing Cycle.

At the end of each Billing Cycle, we determine your Interest Charge as follows: 1) multiply your Average Daily Balance by the daily periodic rate (APR divided by 365) for each Credit Plan, and 2) multiply the result by the number of days in the billing period.

We add the Interest Charges for all Credit Plans together. The result is your total Interest Charge for the Billing Cycle.

NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the Interest Charge actually assessed.

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Neiman Marcus or Bergdorf Goodman Card issued by Capital One Customer Agreement

Welcome to Capital One
Thank you for opening a credit card account with us. This Customer Agreement, including any changes to it ("Agreement"), contains the terms of your agreement with Capital One.

Definitions
The meanings of the terms you see in italics appear in the **Glossary** section at the end of this Agreement.

As used here, "you" and "your" mean each applicant and co-applicant for the *Account*; any person responsible for paying the *Account*; and any person responsible for complying with this Agreement. "We," "us," "our," and "Capital One" mean Capital One, National Association; and its agents, authorized representatives, successors, and assignees.

Account Documents
The following documents govern your *Account* with us:

(1) this Agreement;
(2) all *Statements*;
(3) any privacy notices;
(4) all disclosures and materials provided to you before or when you opened your *Account*;
(5) any other documents and disclosures relating to your *Account*, including those provided online; and
(6) any future changes we make to any of the above.

Please read these carefully and keep them for future reference.

New Offers
In the future, we may provide you with new offers that we think may interest you. The terms of these offers may differ from the standard terms on your *Account*. This Agreement will still apply.

Account Information
We need information about you to manage your *Account*. This includes:

(1) your legal name;
(2) a valid U.S. mailing address and residential address (if different);
(3) your date of birth;
(4) your Social Security number or other government identification number we accept;
(5) your telephone number(s); and
(6) your employment and income information.

You must tell us when this information changes. We may ask you for additional documents to verify any changes. We may restrict or close your *Account* if we cannot verify your information, or if you do not provide it as requested.

Credit Limit
When you open your *Account*, we will tell you your credit limit. This will also appear on your *Statement*. We may also refer to your credit limit as your credit line.

You are responsible for keeping track of your balance and your available credit. You must manage your *Account* to remain below your credit limits. We may honor transactions above your credit limits, but if we do these transactions will not increase your credit limit. You are responsible for paying for any transaction you make above your credit limit.

We may also increase, decrease, restrict or cancel your credit limit at any time. This will not affect your obligation to pay us.

Using Your Account
(1) This Agreement applies whether or not you use your *Card* or *Account*. It will continue to apply even after your *Account* is closed, as long as you have a balance.
(2) You must sign the *Card* immediately when you receive it.
(3) You must return the *Card* to us or destroy it if we ask you to.
(4) You must take reasonable steps to prevent the unauthorized use of your *Card* and *Account*.
(5) We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your credit limit or your *Account* is not in default.
(6) We are not responsible for any losses you incur if we do not authorize a transaction.
(7) We are not responsible for any losses you incur if anyone refuses to accept your *Card* for any reason.
(8) You must not use, or try to use, the *Card* for any illegal activity. You are responsible for any charges if you do.
(9) We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.
(10) You may use your *Account* for purchases at participating retail locations that accept the *Card*.

Promotional Credit Plans
From time to time, we may offer one or more promotional *Credit Plans* prior to or at the time of your purchase. Only certain purchases may be eligible for promotional *Credit Plans*. These *Credit Plans* may have special repayment terms and are conditioned on your timely payment of at least the required payment amount each *Billing Cycle*.

1. **Waived Interest Charge** - With this plan there are no *Interest Charges* on your purchase for a specified period.
2. **Reduced Rate** - With this plan, you will receive a reduced Annual Percentage Rate (APR) on your purchase for a specified period.

Authorized Users
If you ask us to issue a *Card* to any other person, they are an *Authorized User*. We may require certain information about them. We may limit their ability to use your *Card*. They may have access to certain information about your *Account*. You will be responsible for their use of the *Account* and anyone else they allow to use your *Account*, even if you did not want, or agree to, that use.

Removing an Authorized User
If you want to remove an *Authorized User* from your *Account*, you must contact Customer Service and request their removal. You also must immediately destroy all *Card*s in their possession and cancel any arrangements they may have set up on your *Account*. They will be able to use your *Account* until you have notified us that you are removing them from your *Account*. During this time, you will still be responsible for all amounts they charge to your *Account*. You will be responsible even if these amounts do not appear on your *Account* until later. *Authorized Users* may remove themselves from your *Account* upon request. We reserve the right to remove them from your *Account* for any reason. To remove them from your *Account*, we may close your existing *Account* and issue a new *Card* with a new *Account* number.

Your Promise to Pay
You promise to pay us all amounts due on your *Account*. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat

transactions made without presenting your actual *Card* (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the *Card* in person. If you let someone else use your *Card*, you are responsible for all transactions that person makes.

Statements
We will generally send, or make available to you, one *Statement* for all *Cards* on your *Account* at the end of each *Billing Cycle*. Under certain circumstances, the law may not require us to send, or make available to you, a *Statement*, or may prohibit us from doing so.

Disputed Transactions
You must inspect each *Statement* you receive. Tell us about any errors or questions you have, as described in the "Billing Rights Summary" on your *Statement* and other *Truth-in-Lending Disclosures*. If you do not notify us of an error, we will assume that all information on the *Statement* is correct.

If we credit your *Account* for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction. You will also:

(1) give us any information about the disputed transaction, if we ask;
(2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and
(3) help us get reimbursement from others.

No Warranties
We are not responsible for any claim you may have regarding the purchase of goods or services made with your *Card* beyond your rights described in the "Billing Rights Summary" on your *Statement*.

Lost or Stolen Card
If your *Card* is lost or stolen or if you think someone else may be using your *Card* or *Account* number without your permission, you must contact Customer Service immediately. You will not be responsible for transactions on your *Account* that we find are unauthorized.

If we reimburse you for unauthorized transactions, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request.

Interest Charges and Fees
We will charge *Interest Charges* and *Fees* to your *Account* as disclosed on your *Statement* and other *Truth-in-Lending Disclosures*. In general, *Interest Charges* begin to accrue on any unpaid amount from the date of the transaction, date the transaction is processed or the first day of the *Billing Cycle*. However, we will not charge you interest on any new transactions posted to your *Account* if you pay your "New Balance" in full by the due date on your *Statement* each month. If you did not pay your "New Balance" in full when due for a *Billing Cycle*, interest will continue to accrue between the time that we calculate your "New Balance," as reflected on your *Statement*, and when we receive your payment. This interest will post on your next *Statement*. That is why if you start accruing *Interest Charges*, you generally must pay your "New Balance" in full for two consecutive *Billing Cycle*s before *Interest Charges* stop posting to your *Statement*. If you have a Waived Interest Charge or Reduced Rate Credit Plan balance, we will exclude that promotional plan balance from the amount you must pay in full to avoid *Interest Charges*. However, you must still pay the full non-promotional purchase Credit Plan balance displayed on your Billing *Statement* each month, plus any minimum payment due appearing on your *Statement*.

We will generally treat *Fees* as purchase transactions unless otherwise specified below. These *Fees* apply to your *Account* only if your *Truth-in-Lending Disclosures* provide for them. We may increase your *Interest Charges* and *Fees* as described in the **Changes to Your Agreement** section or in your *Truth-in-Lending Disclosures*.

Late Payment Fee
We may charge you this Fee if we do not receive your payment as instructed on your *Statement* by the payment due date.

Minimum Payment
You must pay us at least the minimum payment amount by the payment due date. Your *Statement* will tell you:

(1) the minimum payment due,
(2) your new balance,
(3) the payment due date, and
(4) an explanation of when the payment must reach us for us to consider it received as of that date.

Returns and other credits to your *Account* will reduce your *Account* balance, but they will not change your minimum payment amount.

In addition to the minimum payment, you may pay all or part of the total balance on your *Account*. But, you must still pay at least the minimum payment amount each month, even if you paid more than the minimum payment due on the previous *Statement*. We will continue to charge *Interest Charges* during *Billing Cycles* when you carry a balance regardless of whether your *Statement* includes a minimum payment that is due. If your *Account* is 180 days past due, is part of a bankruptcy proceeding or is otherwise charged off, the total balance is immediately due and payable.

Making Payments
Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept cash payments through the mail. You may not make payments with funds from your *Account* or any other credit account with us or any other company in the Capital One organization. You must send mailed payments to us as instructed on your *Statement*, unless we tell you otherwise.

Other Payment Services
We may make services available that allow you to make faster or recurring payments online or by telephone. We will describe the terms for using these services and any applicable Fee before you use them. You do not have to use these other payment services.

We are not responsible if your financial institution rejects a payment made using our payment services.
If you ask someone else to make a payment for you, we may provide that person with limited *Account* information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept it, you will be responsible for that payment even if a financial institution rejects it.

Payment Processing
We may accept and process payments without losing any of our rights. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your *Account*. We may resubmit and collect returned payments electronically. If necessary, we may adjust your *Account* to correct errors, process returned and reversed payments, and handle similar issues.

When you send us an *Item* as payment, you authorize us to make a one-time electronic fund transfer from your deposit account. You also authorize us to process the

payment as an *Item*. We may withdraw the funds from your deposit account as early as the same day we receive your payment. You will not receive your *Item* back from your bank. We will provide additional information about this process on your *Statement*.

We may use the information from an *Item* to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way we would process an *Item*. We will not be responsible if an *Item* you provide has physical features that when imaged result in it not being processed as you intended.

How We Apply Your Payments

Your *Account* may have *Credit Plans* with different Annual Percentage Rates (APR). If your *Account* has Credit Plan balances with different APRs, here is how we apply payments in a *Billing Cycle*:

(1) We generally apply credits and payments up to your minimum payment first to the balance with the lowest APR, and then to balances with higher APRs.
(2) We apply any part of your payment exceeding your minimum payment to the balance with the highest APR, and then to balances with lower APRs.

Items with Restrictive Words, Conditions, or Instructions

You must mail all *Items* bearing restrictive words, conditions, limitations, or special instructions to:

Capital One
P.O. Box 1330
Charlotte, NC 28201-1330

This includes *Item*s marked "Paid in Full" or similar language. This also includes all accompanying communications.

If you make such a payment or send any accompanying communications to any other address, we may reject it and return it to you. We may also accept it and process it without losing any of our rights.

Credit Balances

We may reject and return any payment that creates or adds to a credit balance on your *Account*. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges. You may write to the address provided on your *Statement* or call Customer Service to request a refund of any available credit balance.

Account Default

You will be in default if:

(1) you do not make any payment when it is due;
(2) any payment you make is rejected, not paid or cannot be processed;
(3) you exceed a credit limit;
(4) you file or become the subject of a bankruptcy or insolvency proceeding;
(5) you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
(6) we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;
(7) you do not comply with any term of this Agreement or any other agreement with us; or
(8) you permanently reside outside the United States.

If you are in default, we may take certain actions with respect to your *Account*. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

(1) charge you *Fees*, or change the APRs and *Fees* on your *Account*, if provided in your *Truth-in-Lending Disclosures;*
(2) close or suspend your *Account*;
(3) lower your credit limit(s);
(4) demand that you immediately pay the total balance owing on your *Account*;
(5) continue to charge you *Interest Charges* and *Fees* as long as your balance remains outstanding; and/or
(6) file a lawsuit against you, or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

Communications

You agree that Capital One—including Capital One's service providers and any other party calling on its behalf—may communicate with you by mail, telephone, email, fax, text message, or other means allowed by law regarding your *Account* or your relationship with Capital One.

You agree that Capital One—including Capital One's service providers and any other party calling on our behalf—may call or text you, including using an artificial or prerecorded voice or automated telephone dialing system or similar device, at the telephone number(s) that you provide or have provided to us, our service providers, or any other party calling on our behalf. For text messaging, we may send recurring text messages from numbers and/or short codes used by Capital One, its service providers, or other parties calling on Capital One's behalf. Message and data rates may apply and you may reply "STOP" to stop. To learn more about Capital One's privacy [and texting] practices, visit www.capitalone.com/privacy.

You understand and agree that all such communications may relate to, without limitation, the handling, servicing, and billing for any *Account* you have with Capital One. You agree that we, our service providers, and any other party calling on our behalf may monitor or record any conversation or other communication with you.

Credit Reports

We may report information about your *Account* to credit bureaus and others. Late payments, missed payments, or other defaults on your *Account* may be reflected in your credit report. Information we provide may appear on your and the *Authorized Users*' credit reports.

If you believe that we have reported inaccurate information about your *Account* to a credit bureau or other consumer reporting agency, notify us in writing at P.O. Box 30281, Salt Lake City, UT 84130-0281. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect.

We may obtain and use credit, income and other information about you from credit bureaus and others as the law allows.

Closing or Suspending Your Account

You may contact Customer Service to ask us to close your *Account*.

We may close or suspend your *Account* at any time and for any reason permitted by law, even if you are not in default.

If we close or suspend your *Account* for any reason, you must stop using your *Card*. You must also cancel all billing arrangements set up on the *Account*. If we close or permanently suspend your *Account*, you must return or destroy all *Cards*. You must still pay us all amounts you owe on the *Account*.

Changes to Your Agreement

At any time, we may add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you notice of any changes as required by law. We may notify you of changes on your *Statement* or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes.

Your variable APRs (if applicable) can go up or down as the index for the rate goes up or down. If we increase your APRs for any other reason, or if we change your *Fees* or other terms of your *Account*, we will notify you as required by law.

The Law That Applies to Your Agreement

We make decisions to grant credit and issue you a *Card* from our offices in Virginia. This Agreement is governed by applicable federal law and by Virginia law. If any part of this Agreement is unenforceable, the remaining parts will remain in effect.

Waiver

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. For example, we may waive your *Interest Charges* or *Fees* without notifying you and without losing our right to charge them in the future.

Assignment

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign or transfer your *Account* or this Agreement to someone else without our written permission.

We may sell, assign or transfer your *Account* and this Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we have transferred your *Account* or this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another way that is reasonable.

Glossary

- ***"Account"*** means your *Card Account* with us.
- ***"Authorized User"*** means a person who may use the *Card*, but is not responsible for the repayment of the *Account*.
- "***Billing Cycle"*** means the period of time reflected on a *Statement*. This period may vary in length, but is approximately 30 days. You will have a *Billing Cycle* even if a *Statement* is not required. We will often specify a *Billing Cycle* by the month in which its closing date occurs. For example, a "March *Billing Cycle*" will have a closing date in March. We may also refer to a *Billing Cycle* as a "Billing Period". If your *Account* balance has charged off, we may switch to quarterly *Billing Cycle*s for your *Account*.
- ***"Card"*** means the Neiman Marcus or Bergdorf Goodman credit card issued by Capital One associated with your *Account*. This includes all renewals and substitutions. It also means any other access device for your *Account* we give you that allows you to obtain credit, including any *Account* number.
- "***Credit Plans"*** mean the different parts of your *Account* we may establish that are subject to unique APRs, pricing, or other terms. The sum of your Credit Plan balances equals your total *Account* balance.
- ***"Fees"*** means charges imposed on your *Account* not based on the Annual Percentage Rates.
- ***"Interest Charges"*** means any charges to your *Account* based on the application of Annual Percentage Rates.
- ***"Item"*** means a check, draft, money order or other negotiable instrument you use to pay your *Account*. This includes any image of these instruments.
- ***"Statement"*** means a document showing important *Account* information, including all transactions billed to your *Account* during a *Billing Cycle* and information about what you must pay. We may also refer to your *Statement* as a "Periodic *Statement*" or a "Billing *Statement*".
- ***"Truth-in-Lending Disclosures"*** means disclosures that the federal Truth in Lending Act and Regulation Z require for any *Account*. This includes your application and solicitation disclosures, *Account* opening disclosures, subsequent disclosures, *Statements*, and change in terms notices.



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