OpenSky Plus Secured Visa Credit Card – Important Disclosures

Please take a moment to carefully review the Pricing Information and Terms & Conditions below.

PRICING INFORMATION

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**29.74%*** This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	**29.74%** 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. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.00.
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**.

Fees	
Annual Fee	**None**
Transaction Fees	
• Cash Advance	**$10 or 3%** of the amount of each Cash Advance; whichever is greater.
• Foreign Transaction	**3%** of each Transaction in U.S. dollars.
Penalty Fees	
• Late Payment	Up to **$40**.
• Returned Payment	Up to **$40**.

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).” See the Cardholder Agreement for more details.

***Periodic Rate:** The APRs above correspond to a Daily Periodic Rate of 0.08148%. See the “Interest Charges” section of Card Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the Cardholder Agreement that will be provided to you before you can begin using your new card.

MILITARY LENDING ACT NOTICE: Federal law provides important protections to members of the Armed Forces and their dependents related to extentsion of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces andhis or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account; the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this information and a description of your payment obligation verbally, please call us toll free 855-763-6736.

The information described here about the costs of the OpenSky Plus Secured Visa Credit Card issued by Capital Bank, NA is accurate as of 06/07/2023. This information may have changed after that date.

STATE NOTICES

CALIFORNIA RESIDENTS: A married applicant may apply for a separate account.
CALIFORNIA AND UTAH RESIDENTS: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
DELAWARE AND OREGON RESIDENTS: Service charges not in excess of those permitted by law will be charged on the outstanding balance from month to month. You may pay more than the minimum payment due, up to your entire balance, at any time.
FLORIDA RESIDENTS: You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.
IOWA , MISSOURI , NEBRASKA, TEXAS AND WASHINGTON RESIDENTS: Oral agreements or commitments to loan money, extend credit to forbear from enforcing repayment of debt, including promises to extend or renew such debt, are not enforceable. To protect you and us from any misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.
MASSACHUSETTS RESIDENTS: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.
NEW JERSEY RESIDENTS: Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, are void, unenforceable or inapplicable in New Jersey.
NEW YORK RESIDENTS: You may contact the New York State Banking Department at 1-877-226-5697 or https://www.dfs.ny.gov/ for free information on a comparative listing of all credit card rates, fees and grace periods.
OHIO RESIDENTS: The Ohio rules against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
VERMONT, RHODE ISLAND AND NEW YORK RESIDENTS: A credit report may be requested in connection with your application. At your request, we will tell you whether or not a credit report was obtained and, if so, the name and address of the consumer reporting agency that furnished the report. We may also request credit reports from time to time in connection with any update, renewal or extension of the credit account, whenever we believe that such action is appropriate. If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application.
UTAH RESIDENTS: The written agreement is a final expression of the agreement between the creditor and debtor and may not be contradicted by evidence of any alleged oral agreement.
MARRIED WISCONSIN RESIDENTS: No provisions of any marital property agreement, unilateral statement under §766.59 of the Wisconsin Statutes, or court decree under §766.70 will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision. If an Account is opened for you, you must notify your spouse about the Account before any payment on the Account is due. YOUR SIGNATURE CONFIRMS THAT CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF YOUR MARRIAGE OR FAMILY. Married residents applying for an individual account must give us the name and address for their spouse if the spouse is also Wisconsin resident. Please provide this information to us at: 1-800-859-6412.

TERMS & CONDITIONS AND ADDITIONAL DISCLOSURES

USA PATRIOT Act Notice: 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 individual or entity opening an account.

What this means for you: When you apply for or open an account, we will ask you for your name, street address, date of birth and other information that will allow us to identify you. You may be asked to provide your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current customer of Capital Bank. Thank you for helping us to follow this federally mandated procedure.

I am applying to Capital Bank, N.A. for the OpenSky Plus Secured Credit Card.

I understand to be eligible for the offer:

- I must be at least 18 years of age and have a valid Social Security Number or Individual Taxpayer Identification Number.
- I need to be a United States citizen or permanent resident of the United States.

- My monthly income must be greater than my monthly expenses and I have the ability to repay the estimated monthly payment you require for this card.
- I have not applied for a Capital Bank credit card 4 or more times in the last 60 days.
- I do not have 3 or more open credit card accounts with Capital Bank.
- My account history on any current or previous relationship with Capital Bank must be in good standing.

With respect to my application, I acknowledge that:

- If I am approved, I will be required to provide a security deposit in the amount equal to the credit line as collateral to fund my "Pledged Deposit Account".
- Interest will not be paid on my Pledge Deposit Account.
- My deposit is fully refundable and will be returned after my credit card balance is paid in full.
- I will need to make monthly payments toward any balance I accrue, as with any other credit card.
- By providing my phone numbers, I agree that Capital Bank, and its authorized agents, may call me at these numbers. If the number is a cell phone number, I agree that Capital Bank and its authorized agents may contact me using an automatic dialer, including pre-recorded messages and/or text messages.
- If I am approved for an OpenSky Plus Credit Card, I will receive the OpenSky Plus Cardholder Agreement, which includes the Pledge Deposit Account Agreement, and I am bound by its terms and future revisions.
- Everything that I have stated in this application is correct to the best of my knowledge.

CONSENT TO ELECTRONIC COMMUNICATIONS:

Electronic Signatures. By clicking the "Submit" or similar button, you hereby agree to sign up for electronic communications and this will constitute your consent and shall constitute your signature.

Federal Law. You acknowledge and agree that your consent is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business and communicate with you by electronic means.

Categories of Communications. You consent to receive communications relating to your Account in electronic form. The communications covered by your consent may include, but are not limited to, (a) initial disclosure statement or agreement governing your Account, (b) any disclosure required by federal, state or local law, including disclosures under the federal Truth in Lending Act, the federal Fair Credit Reporting Act and the financial privacy provisions of the Gramm-Leach-Bliley Act, (c) your billing statement, (d) letters, notices or alerts regarding our Account and any changes to your Account, (e) other disclosures, notices or communications in connection with the application for, the opening of, maintenance of or collection of your Account, and (f) Pledged Deposit Account Agreement.

SECURITY AGREEMENT AND PLEDGED DEPOSIT ACCOUNT DISCLOSURES

Pledged Deposit Account. As a condition to obtaining this Account, you are opening a Pledged Deposit Account with us as security for the repayment of all credit and other obligations incurred on the Account, including fees and interest. Pledged Deposit Account may be referred to as "Deposit Account" or "Collateral Account".

You give Capital Bank, N.A. security interest in, and assign to us, all current and after-acquired funds, "Deposit Funds", including interest in your Deposit Account held by the Bank. We may also exercise all the rights of an owner of the Deposit Account.

Default. The Bank may without prior notice, declare the total balance due immediately on your Account and apply all or part of your Deposit Account to the payment of that balance if: (a) you fail to make any payment due; (b) exceed your credit limit; (c) default under the terms of your Agreement; (d) your Account is closed by you or by us; (e) the Cardholder dies; (f) any government authority takes action the Bank believes will adversely affect your ability to pay; or (g) you file a petition for bankruptcy.

Refunds. Your Deposit Account will be closed once you satisfy in full all your Account obligations under this Agreement. Upon the closure of your Deposit Account, Deposit Funds greater than $1.00 will be refunded within eight (8) weeks. If the Bank determines the Deposit Funds shall be released, we will either return the funds using an account which the Bank has previously verified, or by some other method The Bank deems sufficient.

Rate Information. The interest rate on your account is 0% with an **ANNUAL PERCENTAGE YIELD** of 0%.

Compounding and Crediting. No interest is paid therefore there is no interest compounding and no interest crediting.

Minimum Balance Requirements. The amount to Open the Pledged Deposit Account is the minimum amount as described above for your OpenSky Plus Credit Card Account. There are no minimum balance fees assessed to the Pledged Deposit Account regardless of the balance in the account.

Balance Computation Method. No interest is paid therefore the balance computation method used to determine what interest would be paid is not applicable.

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