# opensky® 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** | **29.49%*** <br> This APR will vary with the market based on the Prime Rate. |
| **APR for Cash Advances** | **34.49%*** <br> 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** | **$59** |
| **Transaction Fees** | |
| • Cash Advance | **$10 or 5%** 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 **$41** |
| • Returned Payment | Up to **$40** |

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

***Periodic Rate:** The APRs above correspond to a Daily Periodic Rate of 0.08079% for purchases and .09449% for cash advances. 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 Card 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 the extension of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his 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 at 855-763-6736.

The information described here about the costs of the opensky Visa Credit Card issued by Capital Bank, N.A is accurate as of 10/28/2026. 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.
**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.
**IOWA RESIDENTS: IMPORTANT: READ BEFORE SIGNING.** The terms of this agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforced. You may change the terms of this agreement only by another written agreement.
**MISSOURI AND TEXAS 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 an 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 of their spouse if the spouse is also a Wisconsin resident. Please provide this information to us at: 1-800-859-6412.
**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.

## 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, N.A. Thank you for helping us to follow this federally mandated procedure.

**I am applying to Capital Bank, N.A. for the opensky Visa 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, N.A. 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, N.A.
- I do not have an unsecured opensky credit card account opened within the last 6 months that is eligible for use.
- My account history on any current or previous relationship with Capital Bank, N.A. must be in good standing.

**With respect to my application, I acknowledge that:**

- 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 N.A., and its authorized agents, may call me at these numbers. If the number is a cell phone number, I agree that Capital Bank, N.A. 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 Visa Credit Card, I will receive the opensky Visa Card 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, and (e) other disclosures, notices or communications in connection with the application for, the opening of, maintenance of or collection of your Account.

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