

# CARDMEMBER AGREEMENT, DISCLOSURE STATEMENT, AND SECURITY AGREEMENT

SEC317-1705

Thank you for becoming a cardmember. This document lists the terms that apply to your credit card account. When you make transactions with your account, we will lend you money by paying for these transactions and you agree to pay us back. We agree to the terms of this Agreement. When you use the account, this means you also agree to these terms.

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## 1 Definitions of terms used in this Agreement.

"Agreement"	This means this "Cardmember Agreement, Disclosure Statement, and Security Agreement" and the Schedule.
"we," "us," and "our"	These mean First Bankcard (a division of First National Bank of Omaha).
"you" and "your"	These mean everyone listed on the application and anyone else you allow to use the account. These include anyone who is issued a card.
"APR"	This means annual percentage rate which is the interest rate.
"Schedule"	This means the Rates and Terms Schedule that accompanies this Cardmember Agreement.
"Balance Category"	This means a category where we keep track of your transactions and charges. There are four main types of Balance Categories. Please see the "Balance Categories" section.
"New Balance"	This means the total outstanding balance on your account. It will be listed on each statement as the "New Balance".

## 2 Account use, duties, limits, and security interest.

- You may use your account to make purchases, balance transfers, and cash advances. You may also use your account to accept special offers or promotions that we may make available at times.
- When you use your account to make transactions, you agree that you intend to and can pay us back.
- You are responsible for all transactions and charges on the account including those made by anyone you allow to use it.
- You and we agree to promptly notify each other if it is suspected that your account is being used without your consent. If unauthorized use occurs, you and we agree to work with law enforcement.
- We may decline any transaction and we will not have any liability if we do.
- You have provided us with funds that will serve as collateral for your account obligations to us. You have: (a) relinquished all possession and control over the funds you have provided; and (b) pledged, assigned, and granted to us a security interest in those funds, the corresponding deposit, including subsequent add-on deposits, if any, and any instrument that we may issue evidencing that deposit (collectively, the "Collateral"). If you fail to pay or otherwise default on your account obligations to us, we may: (1) without advance notice, take any or all of that Collateral and apply as payment towards your account obligations; and (2) pursue other legal remedies. We may, at our discretion and subject to credit approval, unsecure your account by returning the Collateral to you. If we unsecure your account by returning the Collateral to you, this section, and all other references to the Collateral and our Security Interest in the Collateral in this Agreement, will no longer apply to your account.

### 3 Types of transactions.

Purchases	You may make purchases of goods and services with your account. You may make such purchases up to the amount of your available credit limit.
Balance transfers	<ul style="list-style-type: none"> <li>You may ask to transfer balances you owe to other credit card companies. You may ask for such balance transfers up to the amount of your credit limit available for balance transfers.</li> <li>Balance transfers will be charged the balance transfer fee listed in the Schedule. This fee will be added to the Balance Category we select.</li> <li>You may not transfer balances from other accounts you have with us or our related companies.</li> <li>If you ask for a balance transfer and we do not approve the full amount, we may either pay only part of it or decline it.</li> <li>Please consider the following when asking for a balance transfer: <ul style="list-style-type: none"> <li>(a) To protect your rights, you should not transfer any amount that you dispute.</li> <li>(b) Continue to make all payments due on the other accounts until you receive notice from them that they have been paid in full.</li> <li>(c) You are still responsible for your other accounts according to their terms.</li> <li>(d) There is no interest-free (grace) period for balance transfers.</li> </ul> </li> <li>We may, at times, allow you to extend an outstanding Balance Transfer or Special Offer promotional period and APR on your account. Any extension will be treated as a balance transfer in the amount of the outstanding balance as of the last day of the original expiration date of the promotional period and APR. A balance transfer fee will be charged for each such extension.</li> </ul>
Cash advances and cash equivalent transactions	You may ask for cash advances and cash equivalent transactions. You may ask for such transactions up to the amount of your credit limit available for cash advances. Cash equivalent transactions are those transactions that occur using a merchant or service provider that Visa® or Mastercard® identifies as a seller of travelers checks, foreign currency, money orders, wire transfers, lottery tickets, funds used for wagers or gambling, or similar products or services. Cash advances and cash equivalent transactions will (a) be charged the fee listed in the Schedule and will be added to the Cash Advance Balance Category; and (b) not have an interest-free (grace) period.

### 4 Credit limit.

- We will establish an overall credit limit for your account. It will be listed in the documents given with this Agreement and on each statement.
- We may limit the amount of credit available for balance transfers and cash advances. We may also raise or lower your credit limit at any time. You agree to not let your account balance exceed your credit limit.
- If your account balance exceeds your credit limit, you agree to immediately pay the amount needed to reduce the balance to your credit limit.
- To protect you and us from fraud, risk, loss, or unauthorized charges, we may limit or delay the availability of credit on your account.
- We will consider additional deposits to your Certificate Savings Deposit to be requests to increase your credit limit by the amount of the deposit, rounded down to the nearest \$100. We are not, however, obligated to honor such requests.

### 5 Balance Categories.

We group transactions into one of four main Balance Categories listed below.

"Purchases"	These are from purchases of goods and services you make with your account.
"Balance Transfers"	These are from balance transfers you make with your account. Each balance transfer may be kept track of separately on your statement and may be treated as its own Balance Category.
"Cash Advances"	These are from cash advances and cash equivalent transactions you make with your account.
"Special Offers"	These are from your use of the account to take advantage of special, introductory, or promotional offers we make available to you at times. Each such transaction may be kept track of separately on your statement and may be treated as its own Balance Category.

### 6 What you will see on your statement.

- We will send you a statement for each billing cycle where you have a balance on your account.
- Billing cycles are mainly monthly periods of time. Each billing cycle will have about the same number of days. Your first billing cycle may be shorter or longer than your other billing cycles.
- Each statement will show:
  - (a) The statement closing date;
  - (b) The number of days in that billing cycle;
  - (c) New transactions, fees, and interest charges;
  - (d) The total outstanding balance (listed as the "New Balance");
  - (e) The minimum payment due; and
  - (f) The payment due date.

Your payment due date for each statement will be the same day each month (for example, the 12th of every month).

- Please review each statement and notify us of any errors right away. If we do not receive timely notice from you of any possible errors, all statement information will be deemed accurate and your obligation to pay. Please see the "Billing Rights" section.

## 7 Making payments.

- You are responsible for paying back all the money we loan to you on the account. If this is a joint account, you are each responsible for the entire amount owed.
- You promise to pay all amounts due on your account including interest and fees.
- You may pay all or part of your account balance at any time. You must at least pay the minimum payment shown on each statement by its due date.
- The minimum payment listed on each statement will be calculated as listed in the Schedule.
- Payments must be made in U.S. dollars and through a U.S. bank. You agree to follow the payment requirements listed on each statement (for example, the time by when we need to receive payment and where your payment needs to be sent). If we accept a payment that is not in U.S. dollars or not through a U.S. bank, you agree to pay any extra fees or costs. We may accept payments that are marked "payment in full" or with similar markings without losing our right to receive payment in full. Partial payments offered in full satisfaction of a disputed amount must be sent to the address listed on your statement for notifying us of billing errors.
- Each payment you make will be generally applied to your account as follows: (a) the minimum payment amount will be applied to balances with the lowest APRs before balances with higher APRs; and (b) any amount you pay in excess of the minimum payment will be applied to balances with the highest APRs before balances with lower APRs. Until a payment clears, you may not be able to access the full amount of your credit limit.
- We will promptly apply other credits to your account. For example, such credits may include a credit for return of merchandise. These other credits will be applied to the Balance Category we select.

## 8 Interest rates (APRs) and how we calculate them.

Where to find them.	The APRs (and their daily periodic rates) in effect on your account are listed in the Schedule.
How we calculate variable APRs.	Each variable APR is determined by adding the margin to the Index as listed in the Schedule. An increase in the Index will increase a variable APR (and its daily periodic rate). An increase in a variable APR may increase the minimum payment due and interest charged on your account.
How we calculate daily periodic rates.	To determine the daily periodic rate for an APR, we divide the APR by 365 (366 in leap years).
Penalty rates.	We will not charge penalty rates or penalty APRs on your account. For example, if you make a late payment, your APR will not increase because you paid late.

## 9 Interest charges.

Interest charges.	Interest will be charged on your account based on the APRs and outstanding balances for each Balance Category. However, interest will not be charged on any outstanding balance that is subject to an interest-free (grace) period. Interest will be calculated separately for each Balance Category and will begin to accrue on the transaction date unless subject to an interest-free (grace) period.
Interest-free (grace) period.	To avoid being charged interest on new purchases, you must pay your entire statement balance (including all special offer, promotional, and introductory balances) by the due date each month. You will not be charged interest for new purchases if you (a) pay your entire outstanding balance (the "New Balance") listed on your <u>current statement</u> in full by its due date; and (b) paid your entire outstanding balance (the "New Balance") listed on your <u>previous statement</u> in full by its due date (or your previous statement had a zero or credit balance). This interest-free (grace) period applies only to purchases and does not apply to balance transfers, cash advances, or special offers.
Balance calculations and interest charges.	<p>To determine interest charges on your account and the balances subject to interest, we use a method called "Average Daily Balance (including new purchases)". This method calculates balances for each Balance Category as listed below.</p> <p>A. We first calculate the outstanding ending balance for each day in a billing cycle for each Balance Category.</p> <ol style="list-style-type: none"> <li>1. Start with the beginning balance. (This is the ending balance of the previous day plus an amount equal to the previous day's ending balance multiplied by the daily periodic rate for that Balance Category.)</li> <li>2. Add new transactions and fees.</li> <li>3. Subtract payments, credits, or credit adjustments.</li> <li>4. Which equals the ending balance for that day.</li> </ol> <p>B. We next calculate the average daily balance for each Balance Category. To do that, we add all your daily ending balances for each Balance Category for a billing cycle and then divide it by the number of days in the billing cycle.</p> <p>C. We next multiply your average daily balance for each Balance Category by its daily periodic rate. After that, we multiply that result by the number of days in the billing cycle. This will be the interest charge for that Balance Category except for minor differences due to rounding. For purposes of these calculations, we treat credit balances as a zero balance. This Agreement results in the daily compounding of interest, finance charges, and fees.</p>
How this information will appear on statements.	On your statement in the "Charge Summary" section, (a) the average daily balance for each Balance Category will be listed under the "Balance Subject to Interest Rate" column; and (b) the interest charges for each Balance Category will be listed under the "Interest Charge" column. All of the interest charges will be totaled on your statement and listed as the "Total Interest".

## 9 Interest charges (continued).

Minimum Interest Charge.	<p>If your account is subject to interest charges in a billing cycle and those interest charges are less than the Minimum Interest Charge listed in the Schedule, you will be charged the Minimum Interest Charge. Under law, the Minimum Interest Charge is treated as a fee. If the Minimum Interest Charge is charged, all the below will apply:</p> <p>(a) It will appear under the "Fees" section of your statement.</p> <p>(b) We will add it to the Balance Category we select.</p> <p>(c) You will not be charged other interest charges for that statement.</p>
Active duty military members.	<p><b>IMPORTANT NOTICE REGARDING THE MILITARY LENDING ACT THAT ONLY APPLIES TO NEW ACCOUNTS OPENED AFTER OCTOBER 2, 2017.</b></p> <p>The additional disclosures in this part below apply to you if, at the time you open your account, any of the below apply (see 32 C.F.R. pt. 232):</p> <p>(1) You are a member of the U.S. armed forces on active duty under a call or order not specifying a period of 30 days or less;</p> <p>(2) You are an active Guard or Reserve; or</p> <p>(3) You are a spouse or dependent of a person who qualifies under (1) or (2).</p> <p>Federal law provides important protections to members of the armed forces and their dependents relating to extensions 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).</p> <p>You may contact us at 1-855-809-8524 to listen to these disclosures and information about payments.</p>

## 10 Other fees.

Annual fee	If your account has an annual fee, it is listed in the Schedule. This fee will be added to your Purchases Balance Category once per year until your account is closed and paid in full.
Monthly fee	If your account has a monthly fee, it is listed in the Schedule. This fee will be added to your Purchases Balance Category every billing cycle until your account is closed and paid in full.
Foreign transaction fee	We may charge a foreign transaction fee on any transaction you make (a) in currencies other than U.S. dollars; (b) with any merchant located in a country or territory outside of the United States (it does not matter if the transaction is charged in foreign currency or in U.S. dollars); or (c) while you are located outside the United States. The amount of this fee is listed in the Schedule. This fee will be determined after the transaction is converted to U.S. dollars.
Late fee	We may charge a late fee for every minimum payment we do not receive by its due date. The maximum amount of the late fee is listed in the Schedule. The amount of this fee depends on your account balance and how many other times a payment was late in the last 6 billing cycles.
Returned payment fee (payment dishonored fee)	We may charge a returned payment fee for every payment which is not honored, is returned unpaid, or cannot be processed. The maximum amount of the returned payment fee is listed in the Schedule. The amount of this fee depends on your account balance and how many other times a payment has not been honored, has been returned unpaid, or was not able to be processed in the last 6 billing cycles.
Stop payment fee	We may charge a stop payment fee in the amount listed in the Schedule for any (a) payment you ask us to stop or cancel on your account; or (b) check or other device that we provided to you which you ask us to stop payment on. The amount of this fee is listed in the Schedule.
Copy fee	If you ask for a copy of any document related to your account, we may charge a fee for each copy. Documents would include sales drafts and statements. The amount of this fee is listed in the Schedule.
Custom card design fee	We may charge a card design fee for every custom card design that you request. We will tell you the amount of this fee at the time you ask for a custom card design.
Expedited card fee	We may charge a fee for the expedited delivery of cards. We will tell you the amount of this fee at the time you ask for expedited delivery of cards.
Expedited payment fee	We may charge a fee if you ask for an expedited payment that involves help from a customer service representative. We will tell you the amount of this fee at the time you ask for an expedited payment.
ATM surcharge	If you use an ATM with your account, the ATM operator may charge a fee or surcharge. This third party fee or surcharge will be charged to your account.
How the fees are applied	We add the fees listed in this section to the Balance Category we select (unless we tell you differently).

## 11 Foreign currency conversion.

Transactions made in currencies other than U.S. dollars will be converted to U.S. dollars under the regulations of Visa®, Mastercard®, or the Visa®/Plus® ATM Network. Those regulations currently provide that the conversion rate may be either (1) a wholesale market rate; or (2) a government-mandated rate. Visa® and Mastercard® currently use the rate in effect on the date they process your transaction. The Visa®/Plus® ATM Network currently uses the rate in effect on the transaction date. The currency conversion rate in effect on the date your transaction is processed may differ from the rate in effect on the transaction date or the posting date.

## 12 Checks and other devices.

- We may send you checks or other devices to use with your account. You may not use these checks or other devices to make payments on this or any other account you have with us.
- Each check or device you use will be treated as a cash advance and charged the cash advance fee (unless we tell you otherwise).
- You may ask us to stop payment on any check or device you use. We must receive your request before the check or device is presented to us. Even if you ask us to stop payment, we may still not stop the payment. If you ask us to stop payment, we may charge a stop payment fee.

## 13 Immediate payment.

- We may require you to immediately pay all balances on your account if:
  1. You do not make a minimum payment to us when due;
  2. You exceed your credit limit;
  3. You make a payment to us that is not honored;
  4. You die or become insolvent;
  5. You give us false or misleading information;
  6. A bankruptcy, insolvency, receivership, liquidation, or similar proceeding is filed by or against you;
  7. You are not paying or have announced that you will not pay your debts as they come due;
  8. You breach any note, loan agreement, or other obligation for borrowed money to which you are a party;
  9. A material adverse change occurs in your financial or other condition;
  10. You violate this Agreement or any other agreement you make with us; or
  11. We have reason to doubt your ability to repay us.
- We may still require immediate payment of all balances even if we accept a payment from you after one of the events listed above happens.

## 14 Closing or suspending your account.

We may at any time and for any reason (a) terminate this Agreement; (b) close your account; or (c) suspend your ability to make new transactions on your account. If we do any of those things, each may be done without providing you notice before it happens. You must still fulfill all your duties under the Agreement (including payment of all balances on your account).

## 15 Changes to your account terms.

We may change the terms of your account and this Agreement if the law allows us. This may include changes to your APRs, fees, and all other terms. We will inform you of any changes and also give you an opportunity to reject them as required by law. If we make any changes, they will be effective even if you don't use the account after they are effective or you don't expressly accept them.

## 16 How we will contact you about your account.

Phone and email contact	We may call or email you (using live operators, automatic dialing devices, or recorded messages) at home or work and those calls or emails will not be considered unsolicited. If you provide a cell phone number to us, either on the application or to a customer service representative, or if you place a cell phone call to us, you agree that we may contact you (including for collection purposes) at that cell phone number. We may monitor or record any calls we make or receive. If you provide us with an email address, either on the application or to a customer service representative, or if you send us an email, you agree that we may contact you (including for collection purposes) at that email address.
Changes to mailing address	You agree to notify us of any change in your mailing address at least ten days before it changes.
Credit bureaus and information from third parties	We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may make inquiries of other persons in connection with maintaining and collecting on your account and you authorize such other persons to release information about you to us.

# 17 Arbitration and class action waiver.

## IMPORTANT NOTICE REGARDING THE MILITARY LENDING ACT THAT ONLY APPLIES TO NEW ACCOUNTS OPENED AFTER OCTOBER 2, 2017.

This section 17 will not apply to you if, at the time you open your account, any of the below apply (see 32 C.F.R. pt. 232):

- (1) You are a member of the U.S. armed forces on active duty under a call or order not specifying a period of 30 days or less;
- (2) You are an active Guard or Reserve; or
- (3) You are a spouse or dependent of a person who qualifies under (1) or (2).

Definitions of terms for use in this section only.	<ul style="list-style-type: none"> <li>• "AAA" means the American Arbitration Association.</li> <li>• "AAA Rules" means the relevant AAA arbitration rules and procedures in effect when the arbitration on the Claim is filed.</li> <li>• "Administrator" means the entity that will conduct any arbitration.</li> <li>• "Arbitrator" means the person(s) chosen by you and us to hear and decide any arbitration.</li> <li>• "Claim" means any claim or dispute that any way relates to or affects: <ul style="list-style-type: none"> <li>◦ Your account;</li> <li>◦ The Agreement;</li> <li>◦ The solicitation for your account; or</li> <li>◦ The actions or omissions of you, us, or Our Related Parties related to or affects your account or Agreement.</li> </ul> </li> </ul> <p>A Claim also includes, but is not limited to, any Claim (a) based on contract, tort (including intentional torts); (b) based on constitutional, statutory, regulatory, or common law rights; (c) made in law or in equity; (d) for damages or penalties; or (e) for injunctive, declaratory, or equitable relief.</p> <ul style="list-style-type: none"> <li>• "Class Proceedings" means any court action or arbitration where a Claim is or Claims are brought: <ul style="list-style-type: none"> <li>◦ By or on behalf of a class or group;</li> <li>◦ In a representative capacity or otherwise on a class basis; or</li> <li>◦ In the form of a private attorney general action.</li> </ul> </li> <li>• "FAA" means the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, as amended.</li> <li>• "Our Related Parties" mean any of the following people: <ul style="list-style-type: none"> <li>◦ Our affiliated third parties such as our parent, subsidiaries, and affiliates;</li> <li>◦ Our unaffiliated third parties that provide any products, services, marketing, or benefits in connection with your account; and</li> <li>◦ The officers, directors, agents, employees, and assigns of us, our affiliated third parties, and our unaffiliated third parties.</li> </ul> </li> <li>• "Ordinary Claim" means a Claim that meets (1) or (2) or both below. <ol style="list-style-type: none"> <li>(1) A Claim where all of the following are met: <ol style="list-style-type: none"> <li>(a) The only remedy sought for the Claim is monetary damages;</li> <li>(b) The recovery sought for the Claim is less than \$25,000 excluding interest and costs; and</li> <li>(c) The only parties to any action to resolve the Claim will be you, us and/or Our Related Parties.</li> </ol> </li> <li>(2) Any individual Claim filed in small claims court within its jurisdiction, as long as the Claim remains in that court.</li> </ol> </li> <li>• "Rules" means the relevant arbitration rules and procedures of the Administrator in effect when the arbitration on the Claim is filed.</li> <li>• "your" or "you" mean you and Your Related Parties.</li> <li>• "Your Related Parties" mean any of the following people: <ul style="list-style-type: none"> <li>◦ Any co-applicant, joint cardmember, authorized user, or guarantor on your account;</li> <li>◦ Your heirs; and</li> <li>◦ Your trustee in bankruptcy.</li> </ul> </li> </ul>
Notice of Claims.	<ul style="list-style-type: none"> <li>• Prior to filing a court action or arbitration against you on a Claim, we must give you written notice of that Claim. That notice must list the amount of the Claim. If our Claim is based on your failure to pay, sending you a statement fulfills the notice requirement.</li> <li>• Prior to filing a court action or arbitration against us on a Claim, you must give us written notice of that Claim. That notice must list the amount of the Claim.</li> </ul>
Limits on Claims.	<ul style="list-style-type: none"> <li>• <b>CLASS ACTION WAIVER. You and we both agree, to the fullest extent allowed by law, to all of the following (the "Class Action Waiver"):</b> <ul style="list-style-type: none"> <li>◦ Claims will not under any circumstances be pursued in Class Proceedings;</li> <li>◦ We waive the right to bring or to participate in Class Proceedings against you;</li> <li>◦ You waive the right to bring or to participate in Class Proceedings against us;</li> <li>◦ If some other person initiates a Class Proceeding against you, we may not and will not join that proceeding or participate as a member of that class; and</li> <li>◦ If some other person initiates a Class Proceeding against us, you may not and will not join that proceeding or participate as a member of that class.</li> </ul> </li> </ul>
Arbitration Provision (this "provision").	<ul style="list-style-type: none"> <li>• <b><u>THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY.</u></b></li> <li>• <b>WITH LIMITED EXCEPTIONS, THIS ARBITRATION PROVISION ALLOWS EITHER PARTY TO REQUIRE THAT ANY "CLAIM" BE RESOLVED BY BINDING ARBITRATION.</b></li> <li>• <b>ARBITRATION REPLACES THE RIGHT TO GO TO COURT AND TO HAVE A CLAIM DETERMINED BY A JURY. OTHER RIGHTS YOU MAY HAVE IN COURT, SUCH AS DISCOVERY OR APPEAL RIGHTS, MAY NOT BE AVAILABLE OR MAY BE MORE LIMITED IN ARBITRATION. EXCEPT AS PROVIDED BELOW, THOSE OTHER RIGHTS ARE WAIVED.</b></li> <li>• <b>YOU WILL NOT BE ABLE TO DO THESE TWO THINGS (IN COURT OR IN ARBITRATION): (1) BRING A CLAIM AS A CLASS ACTION OR IN A REPRESENTATIVE CAPACITY; OR (2) PARTICIPATE IN A CLAIM AS A CLASS MEMBER.</b></li> <li>• Except as otherwise provided in this provision, you and we agree to all of the following: <ul style="list-style-type: none"> <li>◦ You may choose to have any Claim we bring against you be resolved through binding arbitration;</li> <li>◦ We may choose to have any Claim you bring against us be resolved through binding arbitration;</li> <li>◦ We may choose to have any Claim you bring against us and any of Our Related Parties be resolved through binding arbitration;</li> <li>◦ Our Related Parties may choose to have any Claim you bring only against them and not us be resolved through binding arbitration; and</li> <li>◦ If a court action is filed, the party that filed it may choose to have any counterclaim, cross-claim, or third party claim brought in that action be resolved through binding arbitration.</li> </ul> </li> <li>• <b>If a party chooses to have a Claim be resolved by arbitration, neither you or we will have the right to do any of the following:</b> <ul style="list-style-type: none"> <li>◦ Litigate that Claim in court;</li> <li>◦ Have a jury trial on that Claim; or</li> <li>◦ Engage in pre-arbitration discovery, except as provided in the Rules or AAA Rules, as applicable.</li> </ul> </li> <li>• Ordinary Claims are not subject to this provision. Ordinary Claims may be resolved through court action.</li> <li>• Arbitrations shall be conducted through an Administrator unless one is not available. The Administrator shall be a national arbitration organization with significant experience in financial and consumer disputes. If multiple exist, the Administrator will be the one you and we mutually agree upon. If none exist, the arbitration shall be conducted through an Arbitrator without an Administrator.</li> </ul>



## 17 Arbitration and class action waiver (continued).

### Arbitration Provision (this "provision"). (continued)

- The Arbitrator must be impartial and neutral. The Arbitrator must also be either a lawyer with at least ten years of experience or a retired judge.
- For arbitrations with an Administrator, all of the below will apply:
  - Arbitrations shall be conducted according to the Rules;
  - The Administrator will provide a listing of possible persons to hear and decide the arbitration; and
  - The person(s) you and we mutually agree upon from that listing will be the Arbitrator.
- For arbitrations without an Administrator, all of the below will apply:
  - Arbitrations shall be conducted according to the AAA Rules;
  - The Arbitrator shall take the place of AAA in the AAA Rules; and
  - The person(s) you and we mutually agree upon will be the Arbitrator.
- Arbitrations will be filed in accord with the Rules or AAA Rules, as applicable.
- You or we may choose to have an arbitration hearing. Any hearing will take place in the federal judicial district where you live when the arbitration is filed. You and we may also agree upon a different location.
- You and we may be represented by counsel in any arbitration.
- The Arbitrator shall have no authority to award punitive damages.
- The decision of the Arbitrator will be final and binding. Any final decision of the Arbitrator is subject to judicial review only as set forth by the Federal Arbitration Act. The Arbitrator shall issue a written decision. Judgment upon an award of the Arbitrator may be entered in any court with jurisdiction.
- Any dispute as to whether a claim or dispute is a Claim shall be resolved solely by the Arbitrator except:
  - As noted below for Class Proceedings; and
  - A court will decide whether a Claim is an Ordinary Claim.
- An arbitration pursuant to this provision may decide only your Claims, our Claims, or Claims of Our Related Parties. The Arbitrator shall have no authority to entertain or determine Class Proceedings. If the Arbitrator decides they have authority to entertain or determine any Claim brought in a Class Proceeding, that decision may be appealed to a court of competent jurisdiction. If, despite this Agreement, Class Proceedings are allowed, those proceedings shall be conducted only in a court of competent jurisdiction. The claims of other persons who may (or may not) have similar claims may not be consolidated with any Claim. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined under this provision are (1) those brought by us and Our Related Parties against you and Your Related Parties; or (2) those brought by you and Your Related Parties against us and Our Related Parties.
- If you file a good faith individual arbitration under this provision, we will reimburse you the initial filing fee up to \$350. All other fees will be divided in keeping with applicable law and either the Rules or AAA Rules, as applicable. We will also reimburse other fees if the Arbitrator determines there is good reason or we determine there is good cause to do so. Each party will bear the expense of the fees and costs of their own attorneys, experts, witnesses, documents, and other expenses, no matter who prevails.
- If the Rules or AAA Rules are inconsistent with this provision, this provision will prevail.
- If any portion of this provision is found to be not enforceable, that portion will be severed and the rest of this provision will remain in effect. However, if the Class Action Waiver is held to be invalid with respect to any Class Proceeding, the entire provision shall be null and void.
- The terms of this arbitration provision shall survive all of the below events:
  - The repayment of your account;
  - Changes to your account or Agreement (see the "Changes to your account terms section");
  - Our assignment of your account;
  - Issuance of replacement accounts or cards;
  - The closing of your account; and
  - The bankruptcy or similar action by you or us.
- This provision is made in connection with a transaction involving interstate commerce. It shall be governed by and enforceable under the FAA. The Arbitrator shall do all the following:
  - Apply applicable substantive law consistent with the FAA, National Bank Act and agency regulations;
  - Apply applicable statutes of limitations; and
  - Honor claims of privilege recognized at law.

## 18 Other terms.

Benefits and Rewards.	Your account may have additional rewards or benefits we or a third party provide. If it does, they will be explained in separate documents which include rewards terms and conditions or benefits guides. Any benefits or rewards are subject to change or termination without notice. If there is a rewards membership fee, it will be listed in your separate rewards terms document and added to your account as a purchase. Third parties may provide or own the benefits or rewards on your account and we are not responsible for their actions.
Assignment.	You may not transfer your account or your rights or obligations under this Agreement. We may transfer all or part of your account balance and account along with our rights and obligations under this Agreement to another person or entity.
Governing Law.	The interpretation and enforcement of this Agreement and your account will be governed in accordance with federal law and, to the extent state law applies, Nebraska law, regardless of conflict of law principles.
Notices.	Any notice we mail to you (including on or with a statement) will be considered given when we put in the U.S. mail addressed to the address we have for you. Any notice we send to you in electronic form is considered given when we send it to you at the most recent electronic address we have for you.
Waiver.	If we do not exercise or we delay exercising any right under this Agreement, we can still exercise those rights later.
Actions.	We may take or not take certain actions that benefit you at times and which are not required by this Agreement or law. If we do, such actions (a) can be stopped at any time; and (b) will not add to our obligations to you under this Agreement and will not constitute a course of conduct.
Entire Agreement.	This Agreement replaces any prior communications between you and us.
Severability.	If any term of this Agreement is found to violate any applicable law, that term will be deemed changed to comply with such law. Any invalid or unenforceable term of this Agreement will not affect whether any other term is valid or enforceable.
Headings.	The section and paragraph headings and summaries are provided for convenience purposes only.

## 19 Billing Rights.

We want to outline your billing rights if you have an item you want to dispute on any statement or if you are dissatisfied with any purchases made with your account:

### **YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

First National Bank of Omaha  
P.O. Box 3696  
Omaha, NE 68103-0696

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after we send you the first statement on which the error or problem appeared.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.  
(Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

First National Bank of Omaha  
P.O. Box 3696  
Omaha, NE 68103-0696

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

## 20 Liability for unauthorized use.

If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at

P.O. Box 3696  
Omaha, NE 68103-0696

or call us at 1-800-688-7070. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.



## RATES AND TERMS SCHEDULE

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>13.24% to 22.99%.</b> This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	<b>13.24% to 22.99%.</b> This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	<b>25.24%.</b> This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	None
Paying Interest	Your due date is at least 21 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire new balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.75.
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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .

Fees	
<b>Set-up and Maintenance Fees</b> <ul style="list-style-type: none"> <li>Annual Fee</li> <li>Monthly Fee</li> </ul>	<b>None or \$19-\$35</b> <b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>Balance Transfer</li> <li>Cash Advance</li> <li>Cash Equivalent</li> <li>Foreign Transaction</li> </ul>	Either <b>\$10</b> or <b>5%</b> of the amount of each transfer, whichever is greater  Either <b>\$15</b> or <b>5%</b> of the amount of each cash advance, whichever is greater  Either <b>\$15</b> or <b>5%</b> of the amount of each cash equivalent transaction, whichever is greater  <b>3%</b> of each transaction in U.S. dollars
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>Late Payment</li> <li>Returned Payment (Payment Dishonored)</li> </ul>	Up to <b>\$40</b>  Up to <b>\$35</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)". See your Cardmember Agreement for more details.

**Index And When It Is Determined:** We use the U.S. Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* on the last day the rate is published in each calendar month (the determination date). The Index will be effective for the entire billing cycle that ends in the second month after the determination date. For example, if your billing cycle ends in July, we will use the Index determined on the last day the rate is published in *The Wall Street Journal* in May.

**APR for Purchases and Balance Transfers:** To determine the variable APR for purchases and balance transfers, we add a margin of 9.99% to 19.74% to the Index (Prime Rate).

**APR for Cash Advances:** To determine the variable APR for cash advances, we add a margin of 21.99% to the Index (Prime Rate).