

## CASHBACK REWARDS PROGRAM TERMS AND CONDITIONS

As used in these Terms and Conditions, the words "you" and "your" refer to the owner(s) (primary and secondary cardmembers) of your Account enrolled in the Cashback Rewards Program described below (the "Program"). First National Bank of Omaha (referred to herein as "we", "us", "our", and "FNBO®"), is the issuer of the credit card account(s) (the "Account") and the sponsor of the Program. The Program is offered at our sole discretion.

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|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>EARN POINTS</b>            | Earn <b>1.25 points</b> (equal to 1.25% cash back) for each \$1.00 of Net Purchases posted to the Account.                                                                                                                                                                                                                                                                                                                 |
| <b>ANNUAL PROGRAM FEE</b>     | There is no annual Program fee. However, please review the Cardmember Agreement and the accompanying Rates and Terms Schedule for information on possible annual or monthly set-up and maintenance fees associated with the Account.                                                                                                                                                                                       |
| <b>LIMIT ON POINTS EARNED</b> | There is no limit on the number of points that can be earned, but if we offer bonus points, we may limit the number of bonus points awarded for certain purchases and/or promotions.                                                                                                                                                                                                                                       |
| <b>POINT EXPIRATION</b>       | Points are redeemed on a first-in, first-out basis and points will expire on or after the <b>third anniversary</b> of when they were awarded (unless applicable law provides otherwise).                                                                                                                                                                                                                                   |
| <b>POINT FORFEITURE</b>       | If the Account is closed for any reason, enrollment in the Program will be terminated and any accumulated points will be forfeited (unless applicable law provides otherwise).                                                                                                                                                                                                                                             |
| <b>POINT REDEMPTION</b>       | Points are redeemable in <b>2,500 point</b> increments equaling <b>\$25</b> . You can select from the following 3 choices on how to receive your cash back (collectively, the "Rewards"):<br><ul style="list-style-type: none"> <li>• As a statement credit to the Account</li> <li>• An ACH deposit to any checking or savings account (ABA routing number required)</li> <li>• As a check sent to you by mail</li> </ul> |
| <b>REDEMPTION REQUESTS</b>    | Redeem points 24/7 through online Account access at the web address indicated on the Account billing statement or the toll-free customer service number listed on the back of your credit card.                                                                                                                                                                                                                            |

These Terms and Conditions are in addition to those set forth in the Cardmember Agreement governing the Account, which remains in full force and effect and is unaffected by these Terms and Conditions. The most current version of these Terms and Conditions, including any changes, will be posted by us and available through the Account detail page through the web address shown on the Account billing statement. It is your responsibility to review these Terms and Conditions online for the most current version.

**ENROLLMENT:** To participate in the Program, the Account must be open. The "Enrollment Date" is the date the Account is opened or, if later, the date enrollment in the Program is completed. Program membership will be automatically renewed each year with the Terms and Conditions and the fees, if any, then in effect, until we are notified that the card is being cancelled or enrollment in the Program is terminated as otherwise permitted by these Terms and Conditions.

**NET PURCHASES: "Net Purchases"** are authorized, new purchases posted to the Account on or after the Enrollment Date, excluding refunds, credits (for returned merchandise or otherwise), and disputed billing items. Net Purchases do not include: (a) annual fees, finance charges, and other fees or charges posted by us to the Account; (b) cash advances (including, but not limited to, purchases of money orders or other cash equivalents) or special check transactions; (c) balance transfers; (d) charges for other products, services, or benefits that we provide; or (e) other transactions that we determine not to be eligible.

We reserve the right to determine, in our sole discretion, whether transactions qualify as Net Purchases, and our determinations shall be final.

**POINTS:** Points are not earned in the Program until they appear on the Account billing statement. Points may be deducted for awards based on purchases that are subsequently subject to a refund, credit, or dispute. We reserve the right to retroactively correct errors made in point awards. Points will not be earned if the Account cannot be used for new purchases or participation in the Program has been suspended. If a credit card is reported lost or stolen, we will temporarily suspend our awarding of points in the Program until a new card is issued.

At our sole discretion, we may award additional bonus points in connection with certain purchases and/or promotions. Additional details and additional terms and conditions will be provided with such offers and are in addition to these Program Terms and Conditions unless otherwise specified therein. We reserve the right to determine which Net Purchases are eligible for bonus points.

Each Account billing statement will include the total number of points earned for the covered billing cycle. Information regarding the Account (including the number of points earned and redeemed) can also be obtained by accessing the Account billing statement online or by calling the Customer Service number listed on the back of the credit card.

**POINT DISCREPANCIES:** If you think there is a discrepancy in the number of points earned, you must notify us within 60 days of the date of the first Account billing statement showing the discrepancy. If you fail to notify us, the Account billing statement will be considered accurate, and you will have waived all claims for adjustments. In the event that an adjustment to your point total means that you received a Reward that you were not otherwise entitled to, you agree that you owe us the point value of such excess redemption and that we have the right in our sole discretion to reduce the point balance accordingly, withhold any subsequent points and/or Rewards you earn that correspond(s) in number to any you received in error, and collect any such amount you owe. Point discrepancies do not constitute billing errors. Payments on the Account are due as provided in the Cardmember Agreement.

**REWARDS AND REDEMPTION:** If a credit card is reported lost or stolen, the ability to redeem points will be temporarily suspended until a new card is issued. Only points can be used to redeem for Rewards, which cannot be redeemed using a combination of points and a credit card. Redemption requests are subject to point balance verification. In order to request the redemption option of your choice, you must call the Customer Service number provided on the back of your credit card, or, if you choose to have online access to the Account, by visiting the Account online and then clicking the link to the Rewards Redemption page where you will enter your redemption option. Rewards are redeemable in 2,500 point increments equaling \$25.

While cash back in the form of a statement credit will be applied as a credit to the Account, **the regular monthly payments shown on the Account billing statement must still be made.** Statement credits will post to the Account within 5 business days. It may not appear on the printed Account billing statement for 1 to 2 billing cycles.

Checks are processed and sent out within 3 to 5 business days from the date of the request and will only be sent to the address listed on the Account. Please ensure that the address information on the Account is up to date prior to redeeming for a check. We are not responsible for replacing lost, stolen, or destroyed checks. If a check has not been cashed and cleared within 120 days after the issue date, the check will become void and the money received as a Reward will be credited to the Account as a statement credit.

For all checking and savings account ACH deposit cash back redemptions, it is your responsibility to ensure that you have provided the correct account number in the redemption form in order for the amount requested to be deposited accordingly. Checking or savings account ACH deposits will post to the account within 5 business days. Only a U.S. financial institution of your choice (ABA routing number required) may be used. If the deposit is rejected, the redemption will be reversed and the points will be added back to the rewards balance associated with the Account. We will attempt to contact you by phone to inform you of the cancelation of the deposit and you will be required to place a new redemption request using the correct ABA routing and bank account number.

If you or we close the Account before meeting an increment of 2,500 points, your points will be forfeited and you will not be entitled to redeem those points for a Reward.

**ADDITIONAL RESTRICTIONS:** Points may not be accumulated in connection with purchases made in violation of law or the Cardmember Agreement. Purchases or points cannot be combined with, or transferred to, another account. Points cannot be redeemed to make the required monthly payment shown on the Account billing statement. No accommodation will be made for unused, forfeited, or expired points. Points have no monetary value, are non-negotiable, and do not constitute your property. The sale or barter of points is prohibited and will void points. Points are not transferable in the event of the cardmember's death, as part of a domestic relations matter, or for any other reason. We are not responsible and bear no liability for any disputes concerning the ownership, redemption, or disposition of any points.

**SUSPENSION; TERMINATION:** At any time, with or without cause or advance notice (except where required by law), we may suspend the participation, or terminate the enrollment, of any person and/or Account in the Program. Reasons for suspension or termination include, but are not limited to, violations of these Terms and Conditions, the Cardmember Agreement, or any other agreement with us, providing false or misleading information to us, or circumstances that lead us to suspect the Account or the Program have been misused in any way, including, but not limited to, fraud, excessive transactions, or any other abuse.

During a suspension, points may not be able to be earned or redeemed. For example, if a credit card is reported lost or stolen, the ability to earn and to redeem points will be temporarily unavailable until a new credit card is issued. If the Account is closed for any reason, by you or by us, enrollment in the Program will be terminated. If enrollment in the Program is terminated, any accumulated points will be forfeited.

We also reserve the right to suspend or terminate the Program, in whole or in part, for any reason, at any time, with or without prior notice (except where required by law). Our decisions regarding the Program are final. If we suspend the Program, further points will not be awarded and the ability to redeem points may not be available during the suspension. If we terminate the Program, no further points will be awarded. If the Program is terminated through no fault of your own, you will be notified of the date when points will no longer be earned and how long the ability to redeem any accumulated points will be available.

**CHANGES:** We reserve the right to change these Terms and Conditions at any time and to limit, modify, delete, or otherwise change any aspect of the Program, in whole or in part, including, but not limited to, suspending or terminating all or part of the Program, with or without prior notice except where required by law. Changes may have a retroactive effect. Changes may affect outstanding purchases and points, and may include, but not be limited to, the number of points required to earn Rewards, the type of purchases which qualify for points, the type and/or value of Rewards, the availability of Rewards, the addition of blackout dates, the imposition of an annual Program membership fee or other fee, the increase of any fee that may be associated with the Program, and the number of points which may be earned per month or per year. We may also substitute another rewards program for this one, in our sole discretion with or without prior notice.

**TAX LIABILITY:** Points or Rewards may be subject to federal, state, or local income tax. Determination and payment of any liability for federal, state, or local income taxes regarding the earning or redemption of points or Rewards are your sole responsibility. Please consult your tax advisor concerning any income or other tax consequences related to participation in the Program.

**AUDITS:** We reserve the right to audit the Account for compliance with these Terms and Conditions. In the event an audit reveals any point or other discrepancies, we can correct any such point or other discrepancies we discover, and the awarding of points and the redemption of points for Rewards may be delayed until such discrepancies are resolved.

**RELEASE OF INFORMATION:** You consent to our release of information about you and the Account to third parties as necessary or convenient to carry out the Program or as permitted by applicable law.

**OTHER TERMS:** The Program is void where prohibited by law. All interpretations of these Terms and Conditions, all determinations of point discrepancies, and the resolution of all other disputes shall be at our sole discretion, and our decisions will be final. We are not responsible for problems beyond our control, including, but not limited to, communications or computer systems failures, war, or acts of God. IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. By participating in, or claiming or accepting any points or other benefits of the Program, you consent to be bound by all the Terms and Conditions stated herein and you agree to release us, and each of our respective affiliates from any claim or liability relating to the Program or your use of any Reward. Further, you agree to these Terms and Conditions by submission of payment or redemption of points for any Rewards under this Program. These Terms and Conditions are governed by and shall be construed in accordance with Nebraska law (excluding conflicts of law principles). **Every effort has been made to ensure that all information in all Program materials is accurate. We are not responsible for printing errors or omissions. Please check the online Account detail page for the most current Terms and Conditions.**