

SHOP.COM™ MASTERCARD® CREDIT CARD 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 SHOP.COM™ Mastercard® Credit Card Rewards Program described below (the "Credit Card Rewards 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 Credit Card Rewards Program. The Credit Card Rewards Program is offered at our sole discretion and is dependent on the participation and cooperation of SHOP MA, Inc. (referred to as "SHOP MA").

You will earn rewards in two ways: through the SHOP.COM™ Rewards Program provided and administered by SHOP MA and through the Credit Card Rewards Program.

SHOP.COM REWARDS PROGRAM: You can earn cash back through the SHOP.COM Rewards Program by establishing a valid SHOP.COM account with SHOP MA. SHOP MA is solely responsible for the rules and administration of the SHOP.COM Rewards Program which is governed by the "Cash Back on SHOP.COM" provision appearing in the Terms of Use of Site, which are available at www.shop.com. All cash back earned through the SHOP.COM Rewards Program is only redeemable through your SHOP.COM account under the SHOP.COM Rewards Program.

The SHOP.COM Rewards Program may, at SHOP MA's sole discretion, offer you additional, special limited time promotional opportunities to earn a greater amount of cash back in connection with certain SHOP.COM purchases or promotions. There may be a limit to the amount of cash back that you can earn in connection with certain SHOP.COM purchases or promotions, as determined by SHOP MA, and promotional cash back earnings may have a limited redemption period.

CREDIT CARD REWARDS PROGRAM: Once the Account is established, all transactions made on the Account will be automatically reported to SHOP MA monthly. SHOP MA will calculate the cash back earnings (as described in the chart below) based on your credit card transactions and will make the cash back available in your SHOP.COM account. Cash back is redeemable only through your SHOP.COM account.

Your enrollment in the Credit Card Rewards Program occurred automatically when the Account was opened. You must remain enrolled in the SHOP.COM Rewards Program in order for transactions to be reported to the SHOP.COM Rewards Program. When you were issued this Account and if you were not already enrolled in the SHOP.COM Rewards Program, you were automatically enrolled in the SHOP.COM Rewards Program and a SHOP.COM account was established for you. Once you have enrolled in the SHOP.COM Rewards Program, your SHOP.COM account and your enrollment in the SHOP.COM Rewards Program will remain in force in accordance with the Terms of Use of Site, even if your Account is closed by you or by us. See the SHOP.COM Terms of Use of Site appearing at www.shop.com for full details. If enrollment in the SHOP.COM Rewards Program is terminated or cancelled for any reason, we may terminate enrollment in the Credit Card Rewards Program.

EARN CASH BACK	Earn 3% cash back for each \$1.00 of Market America Purchases posted to the Account.
	Earn 1% cash back for each \$1.00 of Net Purchases posted to the Account that is not from a Market America Purchase.
ANNUAL CREDIT CARD REWARDS PROGRAM FEE	There is no annual Credit Card Rewards 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.
LIMIT ON CASH BACK EARNED	There is no limit on the amount of cash back that can be earned, but if we offer a cash back bonus, we may limit the amount of the cash back bonus awarded for certain purchases and/or promotions.
CASH BACK EXPIRATION	Please see the SHOP.COM Rewards Program terms and conditions which appear in the "Cash Back on SHOP.COM" provision in the Terms of Use of Site at www.shop.com for information regarding expiration, redemption, forfeiture, and other limitations on cash back rewards.
CASH BACK FORFEITURE	If the Account is closed for any reason, enrollment in the Credit Card Rewards Program will be terminated and any future cash backs to be awarded on transactions that have not yet been reported by us to the SHOP.COM Rewards Program may be forfeited.
CASH BACK REDEMPTION	Cash back earned under the Credit Card Rewards Program from transactions reported to the SHOP.COM Rewards Program will be redeemable only through the SHOP.COM Rewards Program. Cardholders may redeem cash back through their SHOP.COM account in the following manner: (a) to purchase goods and services from www.shop.com or (b) for cash payments in excess of \$10.
REDEMPTION REQUESTS	Cash back is redeemable only through your SHOP.COM account. Please visit www.shop.com to redeem the cash back.

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 Credit Card Rewards Program, the Account must be open, you must have a valid and current SHOP.COM account, and you must comply with all terms of the SHOP.COM Rewards Program. The "Enrollment Date" is the date the Account is opened or, if later, the date enrollment in the Credit Card Rewards Program is completed. Credit Card Rewards 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 Credit Card Rewards 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. "Market America Purchases" are Net Purchases that are Market America branded products purchased on www.shop.com.

SHOP MA reserves the right to determine, in its sole discretion, whether transactions qualify as Market America Purchases and/or Net Purchases and its determinations shall be final.

CASH BACK AWARDS: Cash back awards are not earned until they appear on your SHOP.COM account. Cash back awards may be deducted from your SHOP.COM account based on purchases that are subsequently subject to a refund, credit, or dispute. SHOP MA reserves the right to retroactively correct errors made in cash back awards. Cash back will not be earned if the Account cannot be used for new purchases or participation in the Credit Card Rewards Program has been suspended. If a credit card is reported lost or stolen, we will temporarily suspend our reporting of transactions on the Account in the Credit Card Rewards Program until a new card is issued.

At our sole discretion, we may award additional bonus cash back 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 Credit Card Rewards Program Terms and Conditions unless otherwise specified therein. We reserve the right to determine which Net Purchases are eligible for bonus cash back.

SHOP.COM CASH BACK: The Account must be open and your enrollment in the Credit Card Rewards Program must not be suspended in order for transactions to be reported to the SHOP.COM Rewards Program. Account transactions in the Credit Card Rewards Program will be reported each month to the SHOP.COM Rewards Program. SHOP MA will make the corresponding amount of cash back available in your SHOP.COM Account based on the amount of transactions reported from the Credit Card Rewards Program.

CASH BACK AND REDEMPTION: All terms and conditions pertaining to the SHOP.COM Rewards Program will apply. SHOP MA is solely responsible for redemption and for all other aspects of the SHOP.COM Rewards Program. Cash back will be redeemed as stated in the SHOP.COM Rewards Program Terms of Use of Site at www.shop.com. SHOP MA may impose additional conditions, restrictions and limitations on redemption and/or expiration of cash back once the cash back is made available by SHOP MA. We are not responsible for the SHOP.COM Rewards Program or for SHOP MA's products, services or decisions or its refusal to honor redemption requests. We are not responsible for making cash back available in a SHOP.COM account, including any decision by SHOP MA not to credit a SHOP.COM account cash back based on transactions we have reported.

In the event the Credit Card Rewards Program Terms and Conditions conflict with any rules, terms, or conditions of the SHOP.COM Rewards Program, the Credit Card Rewards Program Terms and Conditions will control with respect to all questions relating to the Credit Card Rewards Program. In the event the SHOP.COM Rewards Program terms and conditions conflict with any rules, terms, or conditions of the Credit Card Rewards Program, the SHOP.COM Rewards Program Terms of Use of Site will control with respect to all questions relating to the SHOP.COM Rewards Program.

ADDITIONAL RESTRICTIONS: Cash back may not be accumulated in connection with purchases made in violation of law or the Cardmember Agreement. Cash back earned under the Credit Card Rewards Program cannot be redeemed to make the required monthly payment shown on the Account billing statement. Until redeemed under the SHOP.COM Rewards Program, cash back earned under the Credit Card Rewards Program has no monetary value, is non-negotiable and does not constitute your property. The sale or barter of cash back is prohibited and will void cash back rewards. Cash back earned is 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 cash back rewards.

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 Credit Card Rewards 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 Credit Card Rewards Program have been misused in any way, including, but not limited to, fraud, excessive transactions, or any other abuse. If your enrollment in the SHOP.COM Rewards Program is terminated or cancelled for any reason, we may terminate your enrollment in the Credit Card Rewards Program.

During a suspension, cash back may not be able to be earned under the Credit Card Rewards Program and transactions may not be reported to the SHOP.COM Rewards Program. For example, if a credit card is reported lost or stolen, the ability to earn cash back under the Credit Card Rewards Program will be temporarily unavailable and we may not report transactions to the SHOP.COM Rewards Program until a new credit card is issued. If the Account is closed for any reason, by you or by us, enrollment in the Credit Card Rewards Program will be terminated. If enrollment in the Credit Card Rewards Program is terminated, we will no longer report transactions to the SHOP.COM Rewards Program.

We also reserve the right to suspend or terminate the Credit Card Rewards 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 Credit Card Rewards Program are final. If we suspend the Credit Card Rewards Program, further cash back under the Credit Card Rewards Program will not be awarded and we may not report any further transactions to the SHOP.COM Rewards Program during the suspension. If we terminate the Credit Card Rewards Program, you will not be awarded any further cash back under the Credit Card Rewards Program and we will not report any further transactions to the SHOP.COM Rewards Program. If the Credit Card Rewards Program is terminated through no fault of your own, you will be notified of the date when you will no longer earn cash back under the Credit Card Rewards Program and when we will no longer report any further transactions to the SHOP.COM Rewards Program.

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 Credit Card Rewards Program, in whole or in part, including, but not limited to, suspending or terminating all or part of the Credit Card Rewards Program, with or without prior notice except where required by law. Changes may have a retroactive effect. Changes may affect outstanding purchases and cash back awards, and may include, but not be limited to, the type of purchases which qualify for cash back, the addition of blackout dates, the imposition of an annual Credit Card Rewards Program membership fee or other fee, the increase of any fee that may be associated with the Credit Card Rewards Program, and the amount of cash back 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: Cash back 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 cash back are your sole responsibility. Please consult your tax advisor concerning any income or other tax consequences related to participation in the Credit Card Rewards Program and SHOP.COM Rewards Program.

AUDITS: We reserve the right to audit the Account for compliance with these Terms and Conditions. In the event an audit reveals any discrepancies, we can correct any such discrepancies we discover, and the awarding of cash back and the reporting of transactions to the SHOP.COM Rewards Program 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 Credit Card Rewards Program or as permitted by applicable law.

OTHER TERMS: The Credit Card Rewards Program is void where prohibited by law. All interpretations of these Terms and Conditions, all determinations of 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 cash back or other benefits of the Credit Card Rewards Program, you consent to be bound by all the Terms and Conditions stated herein and you agree to release us, SHOP MA, and each of our respective affiliates from any claim or liability relating to the Credit Card Rewards Program or your use of any cash back. Further, you agree to these Terms and Conditions by submission of payment for purchases under this Credit Card Rewards Program. These Terms and Conditions are governed by and shall be construed in accordance with Nebraska law (excluding conflicts of law principles).

SHOP.COM™ is a trademark of Market America, Inc. and used under license.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

Every effort has been made to ensure that all information in all Credit Card Rewards 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.