

FORDPASS® REWARDS VISA® 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 FordPass® Rewards Visa® 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 Ford Motor Company ("Ford").

You can earn rewards in two ways: through the FordPass® Rewards loyalty program (the "FordPass® Rewards Program") provided and administered by Ford and through the Credit Card Rewards Program.

FORDPASS® REWARDS PROGRAM: You can earn FordPass® Rewards Program Points ("FordPass® Rewards Points") through the FordPass® Rewards Program by establishing a valid FordPass® Rewards Program membership account ("FordPass® Rewards Account"). Ford is solely responsible for the rules and administration of the FordPass® Rewards Program, which is governed by separate terms and conditions found at www.fordpassrewards.com. FordPass® Rewards Points are redeemable only through the FordPass® Rewards Program.

The FordPass® Rewards Program may, at Ford's sole discretion, offer additional or promotional opportunities to earn a greater number of FordPass® Rewards Points in connection with certain purchases or promotions. There may be a limit to the number of FordPass® Rewards Points that can be earned in connection with such purchases or promotions, and certain exclusions, and limitations on redemption, may apply, as determined by Ford. FordPass® Rewards Points are not redeemable for cash.

CREDIT CARD REWARDS PROGRAM: You can earn Credit Card Rewards Program points ("Points") in the Credit Card Rewards Program as described in the table below. After you are enrolled in the FordPass® Rewards Program, all Points earned in the Credit Card Rewards Program will be automatically reported to the FordPass® Rewards Program monthly and are redeemable only as FordPass® Rewards Points through the FordPass® Rewards Program.

Your enrollment in the Credit Card Rewards Program occurred automatically. You must be enrolled and remain enrolled in the FordPass® Rewards Program in order for Points earned in the Credit Card Rewards Program to be reported to the FordPass® Rewards Program. Membership in the FordPass® Rewards Program is required in order for Points earned in the Credit Card Rewards Program to be reported to the FordPass® Rewards Program. You can enroll in the FordPass® Rewards Program by registering at www.fordpassrewards.com. Your FordPass® Rewards Account and your membership in the FordPass® Rewards Program will remain in force in accordance with the terms and conditions of the FordPass® Rewards Program even if the Account is closed by you or by us. See the FordPass® Rewards Program terms and conditions at www.fordpassrewards.com for full details. If enrollment in the FordPass® Rewards Program is terminated or cancelled for any reason, we may terminate enrollment in the Credit Card Rewards Program.

EARN POINTS	<p>Earn 10 Points (equal to 5% back in FordPass® Rewards Points) for each \$1.00 of Ford Purchases posted to the Account.</p> <p>Earn 6 Points (equal to 3% back in FordPass® Rewards Points) for each \$1.00 of Dining and Select Automotive Purchases posted to the Account.</p> <p>Earn 2 Points (equal to 1% back in FordPass® Rewards Points) for each \$1.00 of Net Purchases posted to the Account that is not from a Ford Purchase or a Dining and Select Automotive Purchase.</p>
BONUS EARNINGS	<p>In addition to the above, an additional \$200 statement credit can be earned during each Qualification Period if \$6,000 or more in Net Purchases is posted to the Account within that Qualification Period. Statement credits do not count as payments on your Account, and the regular monthly minimum payments shown on the Account billing statement must still be made. Please allow up to 8 weeks after the end of each applicable Qualification Period for the statement credit to be applied to your Account (Account must be open and enrolled in the Credit Card Rewards Program at that time). Your Account will generally have monthly billing cycles (whether or not you receive an Account billing statement for the month). However, your first billing cycle will begin on the day you open your Account and may be more or less than one month.</p>
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 POINTS EARNED	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.
POINT EXPIRATION	Please see the FordPass® Rewards Program terms and conditions at www.fordpassrewards.com for information regarding expiration, redemption, forfeiture, and other limitations on FordPass® Rewards Points.
POINT FORFEITURE	If the Account is closed for any reason, enrollment in the Credit Card Rewards Program will be terminated and any accumulated Points not yet awarded in the Credit Card Rewards Program may be forfeited.
POINT REDEMPTION	Each Point earned in the Credit Card Rewards Program will equate to a FordPass® Rewards Point, which will be redeemable only through the FordPass® Rewards Program. FordPass® Rewards Points are not redeemable for cash.
REDEMPTION REQUESTS	Points are redeemable only after they are reported to the FordPass® Rewards Program. Please see the FordPass® Rewards Program terms and conditions at www.fordpassrewards.com for information on FordPass® Rewards Point redemption.

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, your FordPass® Rewards Account must be open, valid, and current, and you must comply with all terms of the FordPass® 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.

QUALIFICATION PERIOD AND ANNIVERSARY DATE: A "Qualification Period" is a period of 12 consecutive billing cycles. The first Qualification Period will begin with the start of the first billing cycle after the Account is enrolled in the Credit Card Rewards Program and will end on the last day of the 12th billing cycle. Each subsequent Qualification Period will be the period of 12 consecutive billing cycles immediately following the prior Qualification Period. The "Anniversary Date" will be the closing date of the 12th consecutive billing cycle after the Account is enrolled in the Credit Card Rewards Program, and the closing date of each 12th consecutive billing cycle thereafter.

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. **"Ford Purchases"** are Net Purchases made only at participating Ford dealerships or Ford websites. **"Dining Purchases"** are Net Purchases made at any merchant whose merchant category code ("MCC") is classified by the payment card industry as "Caterers" (MCC 5811), "Eating Places and Restaurants" (MCC 5812), "Drinking Places (Alcoholic Beverages) - Bars, Taverns, Cocktail Lounges, Nightclubs and Discotheques" (MCC 5813), "Fast Food Restaurants" (MCC 5814). **"Select Automotive Purchases"** are Net Purchases made at any merchant whose merchant category code ("MCC") is classified by the payment card industry as "Tolls, Roads and Bridge Fees" (MCC 4784), "Service Stations (with or without ancillary services)" (MCC 5541), "Automated Fuel Dispensers" (MCC 5542), "Electric Vehicle Charging" (MCC 5552), "Direct Marketing - Insurance Services" (MCC 5960), "Insurance Sales and Underwriting" (MCC 6300), "Insurance - Premiums" (MCC 6381) and "Parking Lots, Meters and Garages" (MCC 7523). **The MCC** is a four-digit code used by the payment card industry to classify a merchant's primary business. Some merchants may have multiple MCCs (even within the same retail location) and some merchants might be expected to be classified into one of the MCCs identified above, but they may not be classified as such. This could affect whether purchases made from such merchants will qualify as Dining Purchases, Select Automotive Purchases, or other Net Purchases and, as a result, how many Points will be earned on such transactions. We do not assign MCCs to merchants and we are not responsible for confirming or monitoring the MCC assignments made by the payment card networks.

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

POINTS: Points are not earned in the Credit Card Rewards 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 Credit Card Rewards Program has been suspended. If a credit card is reported lost or stolen, we will temporarily suspend our awarding of Points in the Credit Card Rewards 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 Credit Card Rewards 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) 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.

FORDPASS® REWARDS POINTS: In order for Points to be reported to the FordPass® Rewards Program, you must have (1) an open and active FordPass® Rewards Account; (2) your Account must be open; and (3) you must be enrolled in the Credit Card Rewards Program and your enrollment must not be suspended. If these three pre-requisites are fulfilled, Points earned in the Credit Card Rewards Program will be reported each month to the FordPass® Rewards Program. Ford will make the corresponding number of FordPass® Rewards Points available in your FordPass® Rewards Account based on the number of Points reported from the Credit Card Rewards Program. If you have questions about your FordPass® Rewards Points, please see the FordPass® Rewards Program terms and conditions at www.fordpassrewards.com.

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 we determine that we have awarded Points in error, you agree 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 amount we determine you owe as a result of the error. Point discrepancies do not constitute billing errors. Payments on the Account are due as provided in the Cardmember Agreement.

REWARDS AND REDEMPTION: All terms and conditions pertaining to the FordPass® Rewards Program will apply. Ford is solely responsible for redemption and for all other aspects of the FordPass® Rewards Program. FordPass® Rewards Points will be redeemed as stated in the FordPass® Rewards Program terms and conditions found at www.fordpassrewards.com. Ford may impose additional conditions, restrictions, and limitations on redemption and/or expiration of FordPass® Rewards Points. We are not responsible for the FordPass® Rewards Program or for Ford's products, services, or decisions, or its refusal to redeem FordPass® Rewards Points. We are not responsible for making FordPass® Rewards Points available in the FordPass® Rewards Account, including any decision by Ford not to credit the FordPass® Rewards Account based on Points we have reported.

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

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 or forfeited 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 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 FordPass® Rewards Program is terminated or cancelled for any reason, we may terminate your enrollment in the Credit Card Rewards Program.

During a suspension, Points may not be able to be earned and Points may not be reported to the FordPass® Rewards Program. For example, if a credit card is reported lost or stolen, the ability to earn Points will be temporarily unavailable and we may not report Points to the FordPass® 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 Points to the FordPass® 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 Points will not be awarded and we may not report Points to the FordPass® Rewards Program during the suspension. If we terminate the Credit Card Rewards Program, no further Points will be awarded. If the Credit Card Rewards Program is terminated through no fault of your own, you will be notified of the date when Points will no longer be earned and when we will stop reporting Points to the FordPass® 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 Points, and may include, but not be limited to, the type of purchases which qualify for Points, 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 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 Credit Card 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 Point or other discrepancies, we can correct any such Point or other discrepancies we discover, and the awarding of Points and the reporting of Points to the FordPass® Rewards Program may be delayed until such discrepancies are resolved.

RELEASE OF INFORMATION: You consent to the release of information about you by FNBO and/or Ford Motor Company to each other and third parties as necessary or convenient to process or carry out the Credit Card Rewards Program or as permitted by applicable law. Such data may include, but is not limited to, appropriate personal data about you such as your Account information or FordPass® Rewards Account information.

OTHER TERMS: The Credit Card Rewards 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 Credit Card Rewards Program, you consent to be bound by all the Terms and Conditions stated herein and you agree to release us, Ford, and each of our respective affiliates from any claim or liability relating to the Credit Card Rewards 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 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).

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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.