

VISA® DEBIT CARD DISCLOSURE

The words “you” and “your” refer to all persons named on any card or application for a card or who use any card. The words “we” and “us” refer to First National Bank of Omaha, FNBO, FNBO Direct, and Milli. The following terms and conditions apply to your card. By using your card, you are confirming your agreement to these terms and conditions as well as the terms and conditions of your deposit agreement with us. If you have designated an authorized signer on your card or any account accessed by your card, you are jointly responsible for any and all transactions initiated by your authorized signer, regardless of which of you uses the card or benefits from that use. If you ask us to issue a card to someone, you are responsible for their charges until you return their card to us. You are responsible for all charges made by anyone you allow to use your card, even if they charge more than you intended. We may consider charges made by your immediate family as authorized by you and your responsibility. If unauthorized use of your account occurs, you agree to cooperate with us and law enforcement authorities in identifying the unauthorized user.

1. The Use Of Your Card

- A. You may use your card to:
 - a. Withdraw cash from the account(s) you have selected.
 - b. Transfer funds between the accounts you have selected.
 - i. Pay for purchases from merchants that have agreed to accept the card at the point of sale.
 - ii. Inquire for balances of the account(s) you have selected. Some of these services may not be available at all ATMs or points of sale.
 - c. You agree to observe these limitations on the frequency of transfers:
 - i. You may make an unlimited number of cash withdrawals from our ATMs each day.
 - ii. You can use your card for an unlimited number of purchase transactions each.
 - iii. For security reasons, there are other limits on the number of purchases and withdrawal transactions you can make.
 - d. You agree to observe these limitations on the dollar amount of transfers:
 - i. You may withdraw up to (i) \$600 each day with your 24 Hour Bank Card; or (ii) \$1,000 each day with your Visa Debit Card. Amounts authorized will not, however, exceed your available balance.
 - ii. You may buy goods and services up to \$5,000 each day with your Visa Debit Card; Amounts authorized will not, however, exceed your available balance.

- iii. In addition to the above purchase limits, you may make up to \$5,000 in Account Funding Transactions (AFT) per day with all Visa card types (excludes 24 Hour Bank Card). Amounts authorized will not, however, exceed your available balance (which may include an overdraft privilege plus any line of credit). Examples of AFTs may include but are not limited to purchases conducted with funds transfer and payment applications in which you have listed your card as recourse.
- e. You agree not to use your card to engage in illegal activity.
- f. If you have told us in advance to make regular payments using your card, you can stop any of these payments. Call us at 800-733-4015, or write us at: First National Bank of Omaha, 1620 Dodge Street Stop 3221, Omaha, NE 68197- 3095 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be.
- g. Please note that if we authorize a withdrawal or transfer from your account, we may debit or place a hold on your account for the amount authorized. We may do this at the time of the authorization or later. You agree not to request transfers or withdrawals with your card if there are not sufficient funds available in your relevant account. If we nonetheless authorize such a transfer or withdrawal, you agree to immediately reimburse us.

2. Documentation of Transfers.

- A. You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or at a point of sale.
- B. You will get a monthly account statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

3. Liability for Failure to Make Transfers.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we are not liable: (1) if, through no fault of ours, you

don't have sufficient funds in your account to make the transfer; (2) if the ATM where you are making the transfer does not have enough cash; (3) the funds are subject to legal process or other encumbrance restricting a transfer; (4) if there is a technical malfunction which is known to you at the time you attempt to initiate the transfer or, in the case of a recurring transfer, at the time the transfer should have occurred; (5) if circumstances beyond our control (such as a fire, flood, power outage or communications or computer system failure) prevent the transfer, despite reasonable precautions that we take. In no event are we liable for more than actual damages proved if any failure of ours was unintentional, and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adopted to avoid such an error. This does not mean that we accept liability for other circumstances resulting in transfers not being made or completed on time. For example, we are not responsible for delayed or failed transfers if: (1) you fail to use your card properly in accordance with your agreement and any instructions we supply; (2) you exceed applicable restrictions on the number, amount or frequency of transfers; (3) transaction information is lost or delayed in transmission; (4) a bona fide security consideration causes us not to make the transfer, we have reason to believe a transfer is unauthorized, or the transfer would violate other security restrictions in our system; or (5) your deposit account is closed or your card has been terminated or suspended.

4. Account Information Disclosure

We will disclose information to third parties about your account or the transfers you make:

- A. Where it is necessary for completing transfers, or
- B. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- C. In order to comply with government agency or court orders, or
- D. If you give us your written permission.

Please also see our Privacy Policy for more information on this topic.

5. Liability for Unauthorized Use.

- A. Tell us AT ONCE if you believe your card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two (2) business days after you learn of the loss or theft of your card, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.
- B. Special Rule for Visa Debit Card Transactions: Your Liability will not exceed zero dollars (\$0.00) for unauthorized use of your Visa Debit Card with the Visa logo when it is used at a point of sale. Tell us at once if you believe your card has been lost or stolen or used for

unauthorized transactions. We may require you to provide a written statement regarding these matters. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see the preceding paragraph) only if we determine that you were grossly negligent or fraudulent with the handling of your account or Visa Card. This special rule does not apply to Visa commercial cards or to PIN transactions not processed by Visa.

- C. Visa is a registered trademark of Visa International.
- D. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.
- E. If you believe your card has been lost or stolen or someone has transferred or may transfer money from your account without your permission, call us at 800-733-4015, or write us at: First National Bank of Omaha, 1620 Dodge Street Stop 3221, Omaha, NE 68197-3095. For purposes of these disclosures, our business days include every day other than a Saturday, Sunday or federal holiday.

6. Charges.

- A. If you use an ATM that is not owned or controlled by us, you may be charged a fee by the operator of the machine and/or by any network used (and you may be charged a fee for a balance inquiry even if you do not complete a transaction).
- B. To locate First National Bank of Omaha owned or controlled ATMs, visit us online at www.fnbo.com, or call us at 800-733-4015.
- C. Transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars under the then current regulations of VISA. Those regulations currently provide that the conversion rate may be either the wholesale market rate or government-mandated rate in effect the day VISA processes the transaction. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. The VISA®/PLUS® ATM Network currently uses the rate in effect on the transaction date.

Other charges that may apply to your account are set forth in the Disclosure of Account Terms and Fee Schedule that you were provided when your account was opened.

7. Miscellaneous

- A. These terms and conditions are in addition to and not in lieu of the terms and conditions governing your deposit account(s) with us.

- B. We may at any time, with or without cause and without advance notice, terminate and/or temporarily or permanently suspend your card privileges.
- C. ***IMPORTANT NOTICE REGARDING CHANGES IN TERMS:*** We may unilaterally change the terms governing your card at any time. This includes modifications, deletions and the addition of new provisions, including non- financial provisions (for example, we may add provisions relating to our enforcement rights or the resolution of claims and disputes). If we make changes, we will send you a written notice, if required by law. *Unless we explain otherwise in a change in terms notice you receive,* the following rules will apply: (1) changes will be automatically effective on the date we specify and without the necessity of any further assent on your part; (2) use of your card is not necessary for a change in terms to be effective (but we may consider your use as confirmation that you agree to all announced changes); and (3) if you disagree with a change you should stop using your card or close your account.
- D. We may, from time to time on a consistent or inconsistent basis, take (or refrain from taking) certain actions that benefit you but that are not required by these terms and conditions or applicable law. Any such course of dealing or course of performance shall not be considered to add to our legal obligations to you. We may discontinue any such course of dealing or course of performance at any time without prior written notice.
- E. The interpretation and enforcement of these terms and conditions shall be governed by FEDERAL law and to the extent state law applies, NEBRASKA law, regardless of conflict of law principles. If there is any conflict between any of these terms and conditions and applicable law, these terms and conditions will be considered changed to the extent necessary to comply with the law.
- F. Any claim, dispute or controversy that arises from or in any way relates to your card shall be governed by and resolved in accordance with the provisions of your deposit account terms and conditions, including, but not limited to, the provisions governing "Claims" and Arbitration.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Call us at 800-733-4015, or write us at: First National Bank of Omaha, 1620 Dodge Street Stop 3221, Omaha, NE 68197-3095 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- I. Tell us your name and account number.
 - II. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - III. Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within ten business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.