

# Mutual of Omaha Bank ATIRACredit<sup>SM</sup> Rewards MasterCard<sup>®</sup>

## Terms and Conditions

Interest Rates and Interest Charges	
<b>Annual percentage rate (APR) for purchases</b>	<b>9.99% to 20.99%</b> based on your creditworthiness. This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	Balance Transfer APR is the same as the Purchase APR
<b>APR for Cash Advances</b>	<b>20.99%</b> The APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	None
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases and balance transfers if you pay your entire balance by the due date each month. We begin charging interest on cash advances on the transaction date.
<b>Minimum Finance Charge</b>	For each period that your account is subject to a finance charge, the minimum total FINANCE CHARGE imposed will be <b>\$0.50</b> .
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">www.federalreserve.gov/creditcard</a> .

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Balance Transfer Fee</b>	<b>None</b>
<b>Overlimit Fee</b>	<b>None</b>
<b>Cash Advance Fee &amp; Quasi-Cash Fee</b>	Up to <b>4%</b> of the amount of the cash advance but not less than \$10.00. Subject to applicable state rate requirements.
<b>Late Payment Fee</b>	If your payment is received by us after the payment due date listed on your monthly statement, a fee will be applied to your account as outlined. <b>\$5.00</b> for KY, WY, MS, SD; <b>\$7.00</b> for CA; <b>\$15.00</b> for MD, PA; <b>\$25.00</b> for AK, AL, AR, AZ, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, LA, MA, ME, MI, MN, MO, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, RI, SC, TN, TX, UT, WI, WV, VA, VT, WA, AE, AA, AP and VI.
<b>Returned Check Fee</b>	A fee will be applied to your account for each returned check or rejected draft as outlined. <b>\$10.00</b> for IL, NV; <b>\$15.00</b> for MS, SD; and TX, <b>\$30.00</b> for AK, AL, AR, AZ, CA, CO, CT, DE, DC, FL, GA, HI, IA, ID, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NY, OH, OK OR, PA, RI, SC, SD, TN, UT, VA, VT, WA, WI, WV, WY, AE, AA, AP, and VI.
<b>Foreign Transaction Fee</b>	On purchases made outside the United States, a fee equal to <b>3%</b> of the converted transaction amount will be applied to your account.

### Additional Information About The Card

#### Your APR can fluctuate

The variable APR you receive is dependent on your credit history. Your purchase APR may vary monthly. The purchase rate is determined by adding a premium of 6.74% to 17.74% to the Prime Rate resulting in a periodic rate between 0.02737% and 0.05751%. The Cash Advance rate is determined by adding a premium of 17.74% to the Prime Rate resulting in a periodic rate of 0.05751%. Your APRs may also be subject to applicable state rate caps.

Your variable APRs can go up or down each month as the Prime Rate goes up or down. If we change your APRs for reasons other than when the Prime Rate changes we will notify you in writing of your options in advance, including the right to opt out of certain changes. If you are an employee receiving the employee rate and leave qualified employment we reserve the right to adjust your APR based upon your risk score.

#### Other Terms of Your Account May Change

We may change any other terms of your account, other than APRs, at any time, as permitted by law. If we change any of these terms, we will notify you in advance of your options in writing, including the right to opt out of certain changes.

#### How Your Variable Rate is Calculated

We calculate your variable rate by adding a premium to the Prime Rate published in the "Money Rates" section of *The Wall Street Journal*, and it can change up to three days prior to your statement closing date. If the Prime Rate changes, your new rate will take effect on the then current billing period.

#### How We Determine Your Credit Line

We determine your credit line based on the strength of your credit history and the information you provide in your application. The minimum credit line is \$500.

#### Minimum Payment

Your minimum payment will be disclosed in your Welcome Letter.

#### How we calculate your balance

We use a method called "average daily balance (including new purchases)." To get the "average daily balance", we total the "daily balance" for each day in the billing period and dividing that figure by the total number of days in the billing period. To get the "daily balance", we take the beginning balance every day, (including unpaid periodic finance charges from the previous billing periods), add any new charges, and any periodic finance charges on the previous day's balance, subtract any credits or payments credited as of that day, and make other adjustments. A credit balance is treated as a balance of zero.

#### You May Receive Future Offers With Different Terms

At any time in the future, we may extend new offers in connection with this account, including opportunities to transfer additional balances. These new products and services may have different APRs, fees and other terms. We will provide any different terms when we make you the new offer, and you may accept or decline any such offer.

#### Payment Allocation

Each billing period, to the extent your payments exceed the Minimum Payment Due shown on your current billing statement, we will apply these excess amounts in order of the APR applicable to the balance of each transaction category generally from highest to lowest, beginning with the balance subject to the highest APR. Otherwise, we will apply payments and credits at our discretion, including in a manner most favorable or convenient for us. In all cases, we will apply payments and credit in accordance with applicable law.

#### There is a Minimum Income Requirement For This Card

The minimum gross annual income required for an account is \$10,000. Applicants under 21 years of age must provide information indicating the ability to make the required payments for the account.

#### Terms and Conditions

I am applying to TMG Financial Services (TMGFS) for a credit card account. TMGFS has partnered with Mutual of Omaha Bank to provide me with this service. Everything that I have stated in this application is correct to the best of my knowledge.

I understand that I must be at least 18 years of age and have a valid social security number, unless otherwise specified to qualify for this offer.

I understand that approval is based upon satisfying TMGFS' credit standards. I understand that I may not qualify for the lowest APR disclosed above and that the APR that is offered me will be determined by TMGFS' review of my credit report, information I supplied on the application, and other relevant information. TMGFS maintains the right not to open my account if: (a) the information provided on or with my application is incomplete, inaccurate or unverifiable; (b) I no longer meet TMGFS' standards for creditworthiness; (c) my name and/or mailing address has been altered. I understand that the exact amount of my credit line will be determined after review of my application and other information.

The information about the costs and benefits of the card described in this Application is accurate as of 10/1/2011. This information may have changed. To find out what may have changed, please visit [www.mutualofomahabank.com](http://www.mutualofomahabank.com) for the latest version, or call (866) 596-3061.

**Rates, fee and terms may change: We may change the account terms, including the APRs on new purchases or fees, at any time for any reason.** If we change the terms of your account, you will receive advance notice and have a right to opt out in accordance with applicable law.

#### **Authorizations**

You authorize us to obtain credit reports in connection with your request for an account. If an account is opened, we may obtain credit reports in connection with additional extensions of credit, upgrade of the product or change in terms, the renewal, review or collection of your account, or in connection with another legitimate purpose.

If an account is opened, you will receive a Card Agreement with your card(s). All terms and conditions of your account are contained in your Card Agreement, Welcome Letter, and Card Carrier. You agree to these terms by using your account or by not closing the account within three (3) days of receiving the Card Agreement.

You certify that you are the person to whom this offer was addressed, that you are of age to legally contract and that you have read and reviewed all terms, conditions and disclosures provided. You certify that the information you provide in connection with obtaining this credit card is complete and accurate. You understand that omission of information requested may be reason for denial.

Our agreement with you will be governed by applicable State and Federal laws.

You understand that the Cardmember Agreement contains an Arbitration Provision that may limit your legal rights, including your right to go to court, to have a jury trial, and to participate in class actions.

#### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individual or business) who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask for your driver's license or other identifying information.

#### **STATE SPECIFIC INFORMATION**

##### **California Residents:**

Applicants: 1) may, after credit approval, use the credit card account up to its credit limit; 2) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

##### **Ohio Residents:**

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

##### **New York Residents:**

TMG Financial Services may obtain at any time your credit reports for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department (1-877-226-5697) for a comparative list of credit card rates, fees, and grace periods.

##### **Notice to Married Wisconsin Applicants:**

No provision of any marital property agreement, a unilateral statement under Section 766.59 of the Wisconsin Statutes or a court decree under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished with a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

