

# Mutual of Omaha Bank ATIRAccredit™ Rewards Mastercard® Terms and Conditions

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>10.99% to 21.99%</b> when you open your account based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>10.99% to 21.99%</b> when you open your account based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>21.99%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	<b>None</b>
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	<b>None</b>
<ul style="list-style-type: none"> <li>Balance Transfer Fee</li> <li>Cash Advance Fee</li> <li>Foreign Transaction Fee</li> </ul>	Either <b>\$10</b> or <b>4%</b> of the amount of the cash advance, whichever is greater. Subject to applicable state law limitations; please see additional terms and conditions for more information.  <b>3%</b> of each transaction in U.S. Dollars.
<b>Penalty Fees</b>	<b>None</b>
<ul style="list-style-type: none"> <li>Overlimit Fee</li> <li>Late Payment Fee</li> <li>Returned Payment Fee</li> </ul>	Up to <b>\$25</b> . Fees may vary by state; please see additional terms and conditions for more information.  Up to <b>\$25</b> . Fees may vary by state; please see additional terms and conditions for more information.

**How We Will Calculate Your Balance:** We use a method called “AVERAGE DAILY BALANCE” (including new transactions).

The information about the costs and benefits of the card described in these Terms and Conditions is accurate as of 09/01/17. 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.

Credit approval required. If this card is approved, your credit limit will be provided to you upon approval and may range from \$500 to \$15,000, depending on your creditworthiness.

Please allow up to two (2) billing cycles for bonus reward points to post to your account.

## Additional Terms and Conditions

### Your APR Can Fluctuate

Your APR is variable and may increase or decrease monthly. The Purchase APR and Balance Transfer APR are determined by adding a margin of 6.74% to 17.74% to the Prime Rate. The Cash Advance APR is determined by adding a margin of 17.74% to the Prime Rate. For each billing period, we use the Prime Rate published in The Wall Street Journal ten (10) business days prior to your statement closing date. If The Wall Street Journal does not publish the Prime Rate, we may substitute a similar published rate. A change in the APR due to a change in the Prime Rate takes effect as the first day of the billing period for which we calculate the APR. We apply the applicable APR to any existing balances, subject to any promotional rates that may apply. If the Prime Rate increases, it will increase the APR and interest charges on your Account, and it may increase your monthly payment. Your APRs may also be subject to applicable state rate caps.

### Terms of Your Account May Change

We may change the terms of your account as permitted by law. If we change any of these terms, we will notify you in advance as required by law.

### **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.

### **Minimum Income Requirement For This Card**

The minimum gross annual income required for an account is \$10,000.

### **Late Payment Fee**

We may add a late fee as outlined below to your Account for each billing period you fail to pay the Minimum Amount Due by the Payment Due Date (unless otherwise limited by state law). No fee for CT; Up to 5% of past due amount after 7 days for VA; Up to 5% of past due payment after 10 days for NY; Up to the greater of 5% of unpaid amount or \$10.00 after 10 days for WY; Up to 5% of unpaid installment, not to exceed \$10.00 after 15 days for ME; Up to 5% of unpaid installment, not to exceed \$25.00 after 10 days for WV; Up to the lesser of \$5.00 or the balance on balances under \$100 or \$10.00 for balances over \$100 after 30 days for NC; Up to the greater of \$5.00 or 4% of amount of any delinquency after 15 days for MS; Up to \$7.00 for CA; Up to the greater of \$7.20 or 5% of unpaid payment after 10 days, not to exceed \$18.00 in SC; Up to the greater of \$7.80 or 5% of amount of the payment after 10 days for MN; Up to 10% of payment amount after 10 days for WA; Up to the lesser of 10% of outstanding balance or \$10.00 after 15 days in default for MA; Up to the greater of 5% of installment or \$15.00 after 7 days for KY; Up to \$15.00 after 10 days for CO, DC, FL and LA; Up to the lesser of 5% of payment due or \$15.00 after 10 days for TX; Up to the greater of 5% of minimum required payment or \$15.00 after 10 days for OH and ID; Up to the greater of 5% of minimum payment or \$15.00 after 15 days for MO; Up to the greater of \$15.00 or 5% of amount past due for MI and MT; Up to \$15.00 for IA; Up to the greater of \$18.00 or 5% of payment in default after 10 days in AL; Up to \$18.50 after 10 days for IN; Up to the greater of \$20.00 or 10% of payment after 15 days in PA; Up to the greater of \$24.50 or 5% of payment after 10 days for OK; Up to \$25.00 for AA, AE, AK, AP, AR, AZ, DE, GA, HI, IL, KS, MD, ND, NE, NH, NJ, NM, NV, OR, RI, SD, TN, UT, VI, VT and WI.

### **Returned Payment Fee**

We may add a fee as outlined below to your Account if a payment check or similar instrument is not honored or returned because it cannot be processed, or if an automatic debit is returned unpaid. We may assess this fee every time your check or payment is not honored, as permitted by law. No fee for WY; Up to \$10.00 for NV; Up to \$15.00 after 2nd presentment for MD; Up to \$20.00 for CT, FL, ID, NY, OH and OR; Up to the greater of \$20.00 or 5% of amount due for IA; Up to \$25.00 if check remains unpaid for 15 days after notice of dishonor is sent for MS; Up to \$25.00 for AA, AE, AK, AL, AP, AR, AZ, CA, CO, DC, DE, HI, IL, IN, KS, KY, LA, MA, ME, MI, MN, MO, MT, NC, ND, NE, NH, NJ, NM, OK, PA, RI, SC, SD, TN, TX, UT, VA, VI, VT, WA, WI and WV; Up to \$25.00 or 5% of check amount for GA.

### **Cash Advance Fee**

If you use your Account or Card to obtain a Cash Advance, we will charge a Cash Advance fee of the greater of 4% of the cash advance or \$10.00, unless state law limits the amount we can charge, in which case the fee shall be the largest amount allowable under state law. State law limits include, but are not limited to: Up to \$0.25 for IL and NV; Up to the lesser of 1.5% of the amount of each cash advance or \$5.00 for WV; Up to the greater of \$2.00 or 2% of advance for TX; Up to the lesser of 2% of amount or \$10.00 for IN; Up to the greater of 2.5% of amount advanced or \$2.00 for CO; Up to 4% of advance for LA; Up to the greater of \$10.00 or 4% of each cash advance (\$30.00 maximum) for MN.

### **Other Fees**

Other fees are identified in the Cardmember Agreement.

### **Attestation and Authorizations**

I am applying to TMG Financial Services (TMGFS) for a credit card account. Everything that I have stated on the 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 to 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.

By submitting this application, 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 permissible purpose.

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

You certify 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.

You authorize us to receive and exchange information about you, including from your employer, your financial institution, credit bureaus and others for purposes of verifying your identity and the information on this application and determining your eligibility for credit, renewal of credit, and future extensions of credit. By providing your phone numbers, you agree that TMG Financial Services, its affiliates and agents, may call you at these numbers. If this is a cell phone number you agree that we may contact you using an automatic dialer, including pre-recorded messages and/or text messages, even if your cell phone provider may charge you for calls according to your current plan. Upon your request, we will inform you of the name and address of each consumer reporting agency from which we obtained a consumer report relating to you.

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

**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:**

A married applicant may apply for a separate account. 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.

##### **Connecticut Residents:**

This is an open-end loan being made pursuant to Connecticut Statutes Sections 36a-555 to 573.

##### **Florida Residents:**

**You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.**

##### **Missouri Residents:**

**Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

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

We may obtain a credit report in connection with this Account, including for any review, modification, renewal or collections associated with this Account. Upon your request, you will be informed whether such report was requested and, if so, the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Banking Department at 877.226.5697 to obtain a comparative listing of credit card rates, fees and grace periods.

##### **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.

**South Dakota Residents:**

If you believe there have been any improprieties in making this loan or in the lender's loan practices, you may contact the South Dakota Division of Banking at 1601 N. Harrison Ave, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.

**Wisconsin Residents:**

If you are married, please contact us immediately upon receipt of this Agreement at 866.596.3061 and provide us with the name and address of your spouse. We are required to inform your spouse that we have opened a credit account for you.

**Balance Transfers**

Balance Transfer requested at time of application are processed 10 days after receipt of request; if you wish to cancel the processing of a requested transfer(s) you must call before it is processed. You will not be charged interest on purchases or balance transfers if you pay your entire balance by the due date each month. If you transfer a balance and do not pay the entire statement balance by the due date each month (including the promotional balance), you will lose your grace period on both balance transfers and any new purchases until you pay the entire balance in full. A loss of your grace period could result in additional interest charges. Please continue to make your regular payments on transferred accounts until you receive confirmation the transfer has been completed. Minimum transfer amount of \$100. If your balance transfer request will exceed your available credit, we will process your transfer for less than the amount requested, in the order requested. By signing the application you authorize TMG Financial Services to pay any account listed on the form and add the balance to your new Mutual of Omaha Bank Mastercard.

Review all terms and conditions for complete details. Please call cardmember service at 866.596.3061 if you have additional accounts you would like to transfer.

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