

## IMPORTANT RATE, FEE AND OTHER COST INFORMATION (Summary of Credit Terms)

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### Interest Rates and Interest Charges

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|---|---|
| <b>Annual Percentage Rate (APR) for Purchases</b>                         | <b>1.90%</b> introductory APR for the first 6 billing cycles.<br>After that, your APR will be <b>13.99%</b> . This APR will vary with the market based on the Prime Rate.   |
| <b>APR for Balance Transfers</b>  | <b>13.99%</b> when you open your account. This APR will vary with the market based on the Prime Rate.   |
| <b>APR for Cash Advances</b>  | <b>25.24%</b> . This APR will vary with the market based on the Prime Rate.   |
| <b>Penalty APR and When it Applies</b>                                    | Up to <b>29.99%</b> , based on your creditworthiness.<br>This APR will vary with the market based on the Prime Rate.<br>This APR may be applied to your account if you: <ol style="list-style-type: none"> <li>1. Make a late payment;</li> <li>2. Go over your credit limit; or</li> <li>3. Make a payment that is returned.</li> </ol> <p><b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for any of these reasons, the Penalty APRs may apply indefinitely.</p> |
| <b>How to Avoid Paying Interest on Purchases</b>                          | Your due date is at least 21 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. <sup>1</sup>   |
| <b>Minimum Interest Charge</b>  | If you are charged interest, the charge will be no less than \$1.75.  |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</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> .  |

### Fees

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| <b>Set-up and Maintenance Fees</b>   |  |
| <ul style="list-style-type: none"> <li>• Annual Fee</li> <li>• Monthly Fee</li> </ul>  | <p><b>\$20</b><br/><b>None</b></p>   |
| <b>Transaction Fees</b>  |  |
| <ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Cash Equivalent</li> <li>• Foreign Transaction</li> </ul> | <p>Either <b>\$10</b> or <b>5%</b> of the amount of each transfer, whichever is greater<br/> Either <b>\$15</b> or <b>5%</b> of the amount of each cash advance, whichever is greater<br/> Either <b>\$15</b> or <b>5%</b> of the amount of each cash equivalent transaction, whichever is greater<br/> <b>3%</b> of each transaction in U.S. dollars.</p> |
| <b>Penalty Fees</b>  |  |
| <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment (Payment Dishonored)</li> </ul>                                      | <p>Up to <b>\$37</b><br/>Up to <b>\$35</b></p>   |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)".

**Loss of Introductory APR:** We may end your introductory APR for purchases and apply the Penalty APR if you make a late payment.

**Index And When It Is Determined:** The Index used to determine your variable APRs is the U.S. Prime Rate shown in the "Money Rates" section of *The Wall Street Journal* on the last day the rate is published in each calendar month (the determination date). The Index will be effective for the entire billing cycle that ends in the second month after the determination date. For example, if your billing cycle ends in July, we will use the Index determined on the last day the rate is published in *The Wall Street Journal* in May. As of 07/01/2014, the Index (Prime Rate) was 3.25%.

**APR for Purchases and Balance Transfers:** To determine the APR for purchases and balance transfers, we add a

margin of 10.74% to the Index (Prime Rate).

**APR for Cash Advances:** To determine the APR for cash advances, we add a margin of 21.99% to the Index (Prime Rate).

**Penalty APRs:** To determine Penalty APRs, we add a margin of up to 26.74% to the Index (Prime Rate).

**How We Will Calculate Your Minimum Payment:** If your New Balance is less than \$35, the minimum payment will be equal to your New Balance. If your New Balance is \$35 or greater, the minimum payment will be the greater of (a) 2% of the New Balance or \$35, whichever larger; or (b) the current cycle fees and finance charges plus 1% of the New Balance (excluding current cycle fees and finance charges). Your minimum payment will also include any amounts by which your account is overlimit or past due and exclude disputed amounts.

<sup>1</sup> We will begin charging interest on cash advances and balance transfers on the transaction date.

**We may increase Annual Percentage Rates on your future transactions if you: (1) fail to make a minimum payment to us when due; (2) exceed your credit limit with us; or (3) make a payment to us that is returned (dishonored) for any reason. We may also increase the Annual Percentage Rates on all your balances and transactions if you are more than 60 days late in making a required minimum payment. The amount of an APR increase may be based on how you have handled your account with us and current and historical information regarding your credit in general. These increases will be subject to the requirements of applicable law.**

Please Note: Your account generally will have monthly billing cycles, except that your first billing cycle may be more or less than one month. All credit terms, including minimum finance charges, will apply in each billing cycle including the first billing cycle.

You understand that the terms of your account, including APRs, are subject to change. APRs are not guaranteed and they may change to higher APRs. We may also change whether your rates will be variable or not. **IMPORTANT NOTICE REGARDING CHANGES IN TERMS. We reserve the right to unilaterally change the rates, fees, costs, and other terms at any time for any reason in addition to APR increases that may occur for failure to comply with the terms of your Account. All changes in terms will be subject to the requirements of applicable law.**

Payments on your account may be applied in the order we select, subject to applicable law. Generally, this means that if you make a payment in excess of the required minimum payment, we will apply the excess amount first to your balances with the highest Annual Percentage Rate. Any remaining portion of that excess amount will be applied to your other balances in descending order based on their applicable Annual Percentage Rates.

**BALANCE TRANSFERS:** You authorize us to make one or more of the balance transfers that you have requested. All balance transfer requests are subject to our approval; we are not liable if we do not make a requested balance transfer. We reserve the right to make balance transfers in the order we select and to limit the amount of the balance transfers that we make (this amount may be less than your total credit limit). If you request an amount that we do not approve, we may process a partial transfer for less than you requested or we may decline the entire request. In addition, transfer requests that are incomplete, illegible or requested to cash, to yourself or to another account with us or one of our affiliates need not be processed. You should not transfer any amount that is in dispute in order to preserve your dispute rights. You should continue to monitor the other accounts that you request to transfer balances from and you should continue to pay the minimum payments due on those accounts until you receive statements from those creditors showing that the balances due them have been paid in full. This may not happen until after the balance transfer appears on your billing statement from us. You are liable for any late payments, finance charges or disputed amounts on your other accounts. If you want your other accounts closed following a balance transfer, you are responsible for doing so. Balance transfers are subject to applicable fees and finance charges and do not have the benefit of a grace period.

**CREDIT REPORTS:** By applying for this account you agree that First Bankcard<sup>®</sup> (a division of First National Bank of Omaha) may obtain credit reports for purposes of processing your application and for later purposes related to your account such as reviewing, updating and renewing it, increasing the credit line and collecting. If you request, you will be informed of whether or not a credit report was requested and of the name and address of the consumer reporting agency that furnished the report. You also authorize First Bankcard<sup>®</sup> (a division of First National Bank of Omaha) to verify your employment, income and other relevant information.

**NOTICE TO CARDMEMBERS AND AUTHORIZED USERS:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify, and record information that identifies each person (including business entities) who opens an account.

What this means for you: When you open an account, we will ask for your name, physical address, date of birth, and other information that will allow us to identify you. We may also ask for other identifying documents. We will let you know if additional information is required.

Married applicants may apply for separate Accounts in their own names.

**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.

**NOTICE TO MARRIED WISCONSIN APPLICANTS:** No provision of any marital property agreement, unilateral statement or court decree adversely affects our interests and/or rights unless, prior to the time the credit is granted or an open-end credit plan is entered into, we are furnished with a copy of the agreement, statement, or decree, or have actual knowledge of the adverse provision. **Married Wisconsin residents applying for credit separately must furnish name and address of their spouse to First Bankcard® (a division of First National Bank of Omaha) at P.O. Box 3696, Omaha, NE 68172-9936.**

**CALIFORNIA RESIDENTS:** The applicant, if married, may apply for a separate account. After credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor and each applicant may be liable for all amounts of credit extended under this account to each joint applicant.

**NEW YORK RESIDENTS** may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees and grace periods. New York State Department of Financial Services: 1-877-226-5697.

**ARBITRATION NOTICE:** You understand that any Cardmember Agreement you receive will contain an arbitration provision that may substantially limit your rights in the event of a dispute, including your right to litigate in court or have a jury trial, discovery and appeal rights, and the right to participate in court or in arbitration as a representative or member of a class action. Please review the Cardmember Agreement and its arbitration provision carefully before you use or allow someone else to use an account.

Cards are issued by First Bankcard® (a division of First National Bank of Omaha).

#### **JAL USA MASTERCARD® CREDIT CARD ("JAL USA CARD") REWARD PROGRAMS TERMS AND CONDITIONS SUMMARY**

Please read these terms and conditions for important information about the two reward programs available to you - the JAL USA Card Premium Rewards Program (the "Premium Rewards Program") and the JAL USA Card Basic Rewards Program (the "Basic Rewards Program") (collectively, the "Programs" or "Rewards Programs," and each a "Program" or "Rewards Program"). Both Programs are sponsored by Japan Airlines Co., Ltd. ("JAL"), Prestige International, Inc., Prestige International USA (both "Prestige") and First National Bank of Omaha (collectively, the "Sponsors"). With the exception of the JAL Mileage Bank program which is administered by JAL, all other services related to the Programs are provided by Prestige and First National Bank of Omaha. The JAL USA Card for both Programs is issued by First National Bank of Omaha (also referred to as "we," "us" or "our"). The words "you" and "your" refer to the owner(s) (primary and secondary cardmembers) of the Account enrolled in one of the Rewards Programs.

You can enroll in only one of the Rewards Programs - either the Premium Rewards Program or Basic Rewards Program. Once you have selected a Rewards Program, enrollment in that Rewards Program will occur automatically when your JAL USA Card account (the "Account") is opened or, if later, the date we complete your enrollment in the Rewards Program selected (the "Enrollment Date"). As described below, you will earn JAL Mileage Bank points ("JMB Miles") under each Program. JMB Miles are not earned until they show on your Account statement and we reserve the right to retroactively correct errors made in JMB Miles awards. The JMB Miles you earn will automatically be accumulated in the primary cardmember's Account regardless of whether you or an authorized user make a Qualifying Credit Card Transaction to the Account. JMB Miles will be transferred on a monthly basis from your Account into a separate JAL Mileage Bank Account ("JAL Mileage Bank Account") maintained by JAL for you. You must contact JAL to redeem JMB Miles from your JAL Mileage Bank Account. JAL is solely responsible for honoring your redemption requests and all other aspects relating to the JAL Mileage Bank and JAL Mileage Bank Accounts. We are not responsible for JAL's decisions or refusal to honor their redemption requests. The following is a description of the Premium Rewards Program and Basic Rewards Program you can enroll in:

- a. If you enroll in the Premium Rewards Program, you will earn 1 JMB Mile for each US \$1.00 in Qualifying Credit Card Transactions charged to your Account while the Account is in good standing by any authorized user of the Account. An annual Premium Rewards Program fee of \$50.00, if applicable, will be charged to your Account on the Enrollment Date and on each anniversary of the Enrollment Date thereafter. The annual Premium Rewards Program fee will not be refunded, in whole or in part, in the event the Account is closed or the Premium Rewards Program is removed from the Account for any reason.
- b. If you enroll in the Basic Rewards Program, you will earn 1 JMB Mile for each US \$2.00 in Qualifying Credit Card Transactions charged to your Account. There is no annual program fee charged to your Account for the Basic Rewards Program.

Your membership in either Program will be automatically renewed each year at the same Terms and Conditions, and at the same fees then in effect, if any, until the cardmember notifies us of cancellation or except as otherwise permitted by these Terms and Conditions.

1. "Qualifying Credit Card Transactions" shall mean authorized new purchases posted to your Account by you or an authorized user of the Account, net of refunds, credits (for returned merchandise or otherwise) and disputed billing items (alternatively, JMB Miles may be deducted for awards based on purchases that are subsequently subject to a refund, credit or dispute). "Qualifying Credit Card Transactions" do not include (a) annual fees, finance charges and other fees or charges posted to your 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 we provide (such as credit insurance premiums), or (e) other transactions that we determine in our sole discretion not to be eligible for Qualifying Credit Card Transactions treatment. JMB Miles will be posted to the primary cardmember's Account approximately two billing cycles after a Qualifying Credit Card Transaction is made on the Account.
2. In addition to the JMB Miles described in a. and b. above, the Sponsors, or any one of them, may also award you additional bonus JMB Miles, at the Sponsors' sole discretion, in connection with certain transactions and/or promotions. There may be a limit to the amount of bonus JMB Miles that you can earn in connection with certain transactions and/or promotions.
3. There is no limit on the number of JMB Miles that may be earned under either Program (other than bonus JMB Miles). JMB Miles earned for a Qualifying Credit Card Transaction will only be valid and can only be redeemed until the last day of the 36th month following the date that the JMB Miles were earned as shown on your JAL Mileage Bank Account. If you do not redeem JMB Miles during the applicable redemption period, such JMB Miles will expire. The Sponsors shall not be held liable for or responsible for the expiration of JMB Miles.
4. Eligibility for either Program is restricted to JAL USA Card cardmembers whose Accounts are in good standing (as defined by First National Bank of Omaha from time to time). The primary applicant for a JAL USA Card must be a JAL Mileage Bank Member (have a JAL Mileage Bank Account) who resides within the U.S. or its territories (except Guam and Saipan) and has a checking account. Your JAL USA Card Account will not be considered in good standing if any Triggering Event under the Cardmember Agreement or an event occurs that allows us to require immediate payment of your entire balance under the Cardmember Agreement. If the Account is open and in good standing, Rewards Program members may earn and redeem accumulated JMB Miles. If you fail to pay the Account on time or otherwise fail to follow the terms of your Cardmember Agreement, you will forfeit all accumulated JMB Miles earned but that do not appear in your JAL Mileage Bank Account. If we cancel or terminate the Rewards Program or your enrollment in it, or if your JAL USA Card Account is closed by you or by us for any reason, you will not be awarded any further JMB Miles under the Program applicable to you, and we will not transfer any further JMB Miles to your JAL Mileage Bank Account.
5. Both Rewards Programs are offered at the Sponsors' sole discretion. The Sponsors, or any one of them, may from time to time and in their sole discretion, change or limit any aspect of either Program and either Program's rules, restrictions, benefits or features, in whole or in part, including but not limited to suspending or terminating all or part of either Program, with or without prior notice to you. The Sponsors also reserve the right to add any Program membership or other fees or increase such fees, if any.
6. The Sponsors reserve the right to terminate either Rewards Program at any time. The Sponsor's decisions regarding the Programs are final. If a Program is terminated, you will be notified of the date by which you must redeem all accumulated JMB Miles. Closing the JAL USA Card Account (by you or by the Sponsors) will result in termination of your enrollment in the applicable Rewards Program.
7. Any liability for federal, state, or local income taxes or fees or charges arising from the acquisition or use of JMB Miles or credits is the sole responsibility of Program members and not the Sponsors.
8. Every effort has been made to ensure that all information in all materials for the Programs is accurate. The Sponsors are not responsible for printing errors or omissions.
9. The terms and conditions regarding obtaining benefits from either Rewards Program are the same as those outlined in Japan Airlines' current "JAL Mileage Bank" program.
10. The Rewards Programs are void where prohibited by law. Japan Airlines Co., Ltd. ("JAL") is solely responsible for the rules and administration of the JAL Mileage Bank program. The Sponsors reserve the right to change these terms and conditions or limit, modify, delete or otherwise change any aspect of either Program and its rules, restrictions, benefits or features, in whole or in part, including but not limited to terminating all or part of either Program and/or the accrual of JMB Miles, at any time, with or without prior notice to Program members (except where required by law). First National Bank of Omaha is not liable for any accident, loss, injury, or damage incurred in connection with a cardmember's participation in either Program. Rewards Program members consent to and authorize the Sponsors along with any parties with whom they contract in order to manage the Programs, to share information about the cardmember(s) and the Account as is necessary to administer the Programs.

Additional Program Terms and Conditions apply and will be provided to you when you become an approved cardmember.

**Consent to Receive Disclosures Electronically**

By submitting this application, you have demonstrated your ability to access the information on these web pages and have consented to receiving consumer credit disclosures related to this application electronically. Your consent applies only to the related disclosures and does not apply to subsequent disclosures, such as changes in terms or periodic statements. You understand that you have the right, at no additional charge, to withdraw your consent, and/or request a paper copy of the consumer credit disclosures, within thirty days of submitting your application by writing to First Bankcard® (a division of First National Bank of Omaha), P.O. Box 3696, Omaha, NE 68172-9936. If you applied, please include a description of the product applied for. If you have already opened your account, please include your account number. Your application will be processed based on your initial consent, and the withdrawal of your consent will not affect the processing of your application.

**Hardware/Software Requirements**

A computer capable of accessing Internet web pages and a printer or other device capable of printing and/or retaining Internet-based data. It is recommended that you retain a copy of the consumer credit disclosure for your records. The minimum browser requirements include: Internet Explorer 4.0 or higher or Netscape Navigator 3.0 or higher. The recommended screen resolution is 800x600. It is recommended that you use a browser that is capable of 128-bit encryption and SSL 3.0.

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