

MyCardCreation® Terms & Conditions

D.L. Evans Bank (referred to herein as "Financial Institution", "us" and "we") provides the MyCardCreation® service subject to the following terms and conditions. These terms and conditions are in addition to those found in the Electronic Fund Transfers Your Rights and Responsibilities included in the Terms and Conditions of Your Account, which governs the use of your card. Each cardholder (referred to herein as "you", "your" and "yourself") agrees to the following terms. D.L. Evans Bank reserves the right to add to or modify these terms at its sole discretion. D.L. Evans Bank also reserves the right to terminate the MyCardCreation® Card program or any MyCardCreation® card issued to you at any time.

Card Information:

You must use your current mailing address on file with Financial Institution when placing an order for a MyCardCreation® card.

MyCardCreation® Fee:

There is no initial fee for your MyCardCreation® card, however, there is a \$10.00 replacement fee after 3 or more replacement cards have been issued in the previous 12 months. You are authorizing that once your image for your MyCardCreation® card has been approved and your card order has been placed with your custom photo, Financial Institution will charge your account a fee of \$10.00, if applicable. This fee will be debited from the account that the card is attached to. If multiple accounts are attached, the first account will be charged. If you do not have enough funds to cover the fee(s), your MyCardCreation® card request will not be processed.

Multiple Cards:

Each account signer may have a different image on a different card for the same account. Each card order must be placed separately, regardless if using the same image.

Reissued Cards:

Once your card has been issued with a custom image, subsequent reissues of this card, whether reissued due to being lost or stolen or if the card expires, will be issued with the image previously uploaded unless you upload a new image for your card.

A \$10.00 replacement fee will be charged after 3 or more replacement cards have been issued in the previous 12 months.

Lost or Stolen Cards:

If you lose your card or believe your card has been stolen, contact Financial Institution's Customer Service department at 1-844-233-5866 during normal business hours for assistance. To report a lost or stolen card outside of normal business hours please call 1-800-472-3272.

Cancelling a MyCardCreation® Card:

If you do not wish to have your card reissued with a custom image, please contact us at 1-844-233-5866 at least 60 days prior to your card expiration date.

Image Guidelines

You may not use images that contain the following:

- Copyrighted material or other photographs not owned by you (including professional photographs taken by others)
- Trademarked or proprietary material, advertising, promotional materials, competitive marketing, Web site addresses, e-mail addresses, telephone numbers or other personal information
- Celebrities and public figures, including music, entertainment, sports, and political figures
- Obscene or lewd material, harassing, inappropriate, discriminating, provocative material or any other offensive or socially unacceptable material
- Symbols of death, destruction, violence, or any other negative images that do not reflect positively on the Financial Institution
- Images that may interfere with the acceptance of the Card or the security features.
- Images that do not cover the entire surface of the Card
- Images containing alcohol or tobacco
- Religious symbols, images, or text
- Images of money
- Photos that feature a mascot or character as the primary focus of the photo
- References to any VISA sponsorship property, such as the Olympics or NASCAR
- Any image the Financial Institution deems unacceptable to be associated with the Financial Institution branding

In addition to your compliance with the Image Guidelines, you represent and warrant to Financial Institution:

- a. The image you are submitting was created by you and you are the owner of the image, and/or you obtained express written consent from the owner of the image for you to use it on your MyCardCreation® card and for Financial Institution to alter, copy, print, distribute, prepare, and use the image on your MyCardCreation® card;
- b. You have obtained the express consent of any person other than yourself who appears in the image you are submitting; and
- c. Use of the Image will not infringe any businesses' or individual's rights, including intellectual property, privacy, or publicity rights.

- d. If Financial Institution requests, before or after accepting your image, you shall provide us with reasonable proof of such owner, written consent and/or non-infringement.
- e. You agree to indemnify, defend and hold Financial Institution, its affiliates, subsidiaries, its card membership organizations and its and their respective shareholders, officers, directors, employees, agents, members, contractors and representatives from any and all claims, liabilities, losses, costs and expenses of any nature whatsoever (including but not limited to attorney's fees) that may arise from the issuance or use of your customized card with your submitted image on it, including (without limitation) any and all claims alleging trademark or copyright infringement, and/or the violation of a right of privacy or publicity or any other right.

Rejected Images:

Financial Institution has the sole discretion to accept or reject any image submitted for your MyCardCreation® card. The Image Guidelines above are in place to assist you with choosing an acceptable image. If your image does not meet guidelines, or if we reject it for any other reason, we will send you an email and invite you to try again using a different image. Financial Institution reserves the right to exclude anyone from future use of the MyCardCreation® service who submits or repeatedly submits images that do not follow image guidelines.

Financial Institution's liability hereunder is limited to refunding any fee associated with the issuance of a customized card and we are not liable to you for any loss, damage, claim, or expense whatsoever in relation to any action or omission by us in connection with the customized card service or product. Financial Institution is not responsible for poor-quality images or images poorly positioned on the customized card template. Images and copies thereof will not be returned to you for any reason.

By choosing the "Accept" option you certify that you have read and understand the Terms & Conditions and that the image you submitted to Financial Institution for your MyCardCreation® card complies with the Image Guidelines and authorize my account to be charged the associated fee if applicable.