

First Bank & Trust Custom Image Debit Card TERMS AND CONDITIONS

First Bank & Trust Custom Image debit card service (the "Service") is subject to these terms and conditions. These terms and conditions supplement, but do not replace, the terms and conditions found in the Cardholder Agreement governing the use of your card. You agree to abide by our Image Guidelines as listed below, and that all images submitted for use in the Service (the "Image") will comply with the Image Guidelines:

- i. Image guidelines. First Bank & Trust will determine in its sole discretion whether to allow or reject an Image. In general, the following types of images will not be allowed:
 - a. Trademarks, logos, slogans, company names, copyrighted material or brands of any third party;
 - b. Advertising or promotional materials, or branded products;
 - c. Celebrities, actors, musicians, sportspeople, cartoons;
 - d. Phone numbers, addresses, URL addresses, account or PIN numbers;
 - e. Provocative, sexual, violent, or other offensive content;
 - f. Nudity or semi-nudity;
 - g. Profanity or obscenities;
 - h. Alcohol, tobacco, or firearms;
 - i. Images depicting illegal or anti-social behavior;
 - j. Culturally insensitive images;
 - k. Images depicting the opinions of beliefs of political, religious, or socially unacceptable groups;
 - l. Images that may interfere with security features of the card.

- ii. You agree to destroy your old debit card once you receive your First Bank & Trust Custom Image debit card and hold First Bank & Trust harmless for any loss incurred as a result of not doing so, except as otherwise prohibited by law.

- iii. Your Custom Image debit card remains the property of First Bank & Trust and you agree to immediately return or destroy it if the card or accounts linked to the Custom Image debit card is closed or if otherwise requested to do so by First Bank & Trust.

- iv. You warrant to First Bank & Trust that you are the owner of the Image (e.g. it is a photo taken by you) or you have obtained express consent from the Image's owner to use the Image; and use of the image by First Bank & Trust will not infringe upon any other person's rights, including intellectual property rights, in the Image. First Bank & Trust may require evidence of the Image owner's consent or of your ownership of the Image.

- v. You grant to First Bank & Trust or have obtained from the Image owner the grant to a perpetual, non-transferable, non-exclusive, royalty-free, world-wide, irrevocable license to use the Image and the data you provide to First Bank & Trust for the purpose of providing your Custom Image debit card to you.

- vi. All Images must have the consent of the owner to be used for the Service, including those Images downloaded from the internet. You hereby consent or represent you have received consent from the owner for First Bank & Trust to store, modify, copy, or otherwise use the Image in connection with the Service. You agree to provide First Bank & Trust with the evidence of this consent upon request.

- vii. All copyright and intellectual property rights in the Service, excluding the Image remain with First Bank & Trust. Your participation in the Service does not result in the transfer or license of any of First Bank & Trust's or its affiliate's intellectual property rights. You will not reproduce any of First Bank & Trust's or its affiliate's intellectual property without express consent.

- viii. You warrant that the Image does not contain any computer viruses.

- ix. You agree to indemnify, defend, and hold harmless First Bank & Trust and its affiliates, Visa and its affiliates, and all respective shareholders, officers, directors, employees, agents, members, contractors, and representatives from any and all claims, liabilities, losses, costs, and expenses of any nature whatever (including, without limitation, attorney's fees) that may arise from the issuance, storage, modification, copying or use of the image submitted by you, 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.
- x. First Bank & Trust is not responsible for poor-quality Images or Images poorly positioned on the Custom Image debit card template. Images and copies thereof will not be returned to you for any reason.
- xi. By creating a Custom Image debit card, you give First Bank & Trust permission to use the Image on the card. You also acknowledge that First Bank & Trust is free of risk of any loss, damages, liability, or costs should any be incurred directly or indirectly by the use of the Image.
- xii. All Images submitted to First Bank & Trust and copies thereof may be stored for any period of time, as First Bank & Trust may choose in its sole discretion.
- xiii. **Fees:** All fees will be deducted from the primary checking account linked to your debit card. If your account does not have sufficient funds to cover the fees, a First Bank & Trust branded debit card will be ordered in place of the Custom Image debit card.
 - i. Each New Custom Image debit card costs \$9.95.
 - ii. First Bank & Trust debit cards are re-issued every three years. All Custom Image debit cards re-issued upon the expiration date will be re-issued as a First Bank & Trust branded debit card.
 - iii. Any Custom Image debit card that is re-issued due to any reason, such as; lost, stolen, name change or damage to the card will be assessed a \$5 ATM/POS Replacement Card fee.
- xiv. First Bank & Trust reserves the right to review and reject any Image you submit, or to refuse to issue a Custom Image debit card.

By continuing, you agree to the Terms and Conditions outlined above. We recommend that you print a copy of these terms and conditions for your records.