

## My Design Card – Terms & Conditions

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- 1.** Unitus Community Credit Union (UNITUSCCU) provides My Design Card service subject to the following terms and conditions. These terms and conditions are in addition to those found in the Cardholder Agreement governing all use of your Card. The photo, logo, artwork or other Images submitted by you, and all information thereon, are hereafter collectively referred to as the "Image".
- 2.** You certify that you have read and understood the "Photo Guidelines" and that the Image you submitted to UNITUSCCU complies with the Photo Guidelines.
- 3. Fee(s):** You agree to pay our standard fees for each card issued with a new image and each card reissued with an existing image. These fees are provided in our Fee Schedule and will automatically be added to your visa credit card, or deducted from your checking account, depending on which type of card was designed.
- 4.** You authorize UNITUSCCU to charge all applicable fees to the card account associated with your My Design Card when your Image is approved.
- 5.** In addition to your compliance with the Photo Guidelines, you represent and warrant to UNITUSCCU:
  - a. The Image you are submitting was created by you and you are the owner of the Image, and/or you have obtained express written consent from the owner of the Image for you to use it on your My Design Card and for UNITUSCCU to alter, copy, print, distribute, prepare and use the Image on your My Design Card;
  - b. You have obtained the express written 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 person's rights, including intellectual property, privacy or publicity rights.

If UNITUSCCU requests, before or after accepting your Image, you shall provide UNITUSCCU with reasonable proof of such ownership, written consent and/or non-infringement.

- 6.** You grant to UNITUSCCU a perpetual, non-transferable, non-exclusive, royalty-free, world-wide, irrevocable license to use the Image and the other data you provide to UNITUSCCU for the purpose of providing your **My Design Card**.
- 7.** You agree to indemnify, defend and hold UNITUSCCU harmless, its affiliates, 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, without limitation, attorney's fees) that may arise from the issuance or use of the My Design 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.
- 8.** UNITUSCCU's liability hereunder is limited to refunding any fee associated with the issuance of a My Design Card, and UNITUSCCU is not liable to you for any loss, damage, claim or expense whatsoever in relation to any action or omission by UNITUSCCU in connection with the My Design Card service or product.

UNITUSCCU is not responsible for poor-quality Images or Images poorly positioned on the My Design Card template. Images and copies thereof shall not be returned to you for any reason.

**9.** Your My Design Card remains the property of UNITUSCCU and you agree to immediately return or destroy the card if asked by UNITUSCCU for any reason, or if the account to which your My Design Card is linked is closed.

**10.** Rejected Images, superseded Images, and Images from canceled My Design Cards, accepted Images, and copies thereof, may be stored for any period of time, and may be purged at any time, that UNITUSCCU may choose in its sole discretion.

**11.** If a submitted Image is rejected, UNITUSCCU will notify you by e-mail, without any obligation to justify its decision.

**12.** If a submitted Image is rejected, you can submit a new Image and request a new custom card design.

**13.** UNITUSCCU reserves the right not to accept or use any Image you submit, or to refuse to issue a My Design Card, for any or no reason whatsoever in UNITUSCCU's sole discretion. See also the separate Photo Guidelines.

**In addition to the above terms and conditions that apply to all My Design Cards, the following terms and conditions govern My Design Card Business cards.**

**14.** Business agrees that only individual(s) they authorize can submit an Image and request issuance of My Design Card business card(s). Business shall protect the security of its logon and other access information, and is responsible for any unauthorized access directly or indirectly gained using such logon or other access information.

**15. Business Card Issuance Fees:** You agree to pay our standard fees for each card issued with a new image and each card reissued with an existing image. These fees are provided in our Fee Schedule and will automatically be added to your visa credit card, or deducted from your checking account, depending on which type of card was designed.

**16.** Upon receipt of your new My Design Card, the business will need to destroy any previously-issued business cards