

# Terms and Conditions

The CNB Bank & Trust, NA's Personalized Debit Card service is subject to these Terms and Conditions. Additional general terms and conditions apply to your Debit Card as outlined in the MasterCard Debit Card Agreement and Disclosure Statement. The image submitted by you is herein referred to as the "Image".

1. You certify that you have read and understood the Image Guidelines and that the image you submitted to CNB Bank & Trust, NA complies with the Image Guidelines.
2. Unless waived as part of a promotion, your card-linked account will be debited \$10 when your image is approved. The \$10 fee will apply to a new, replacement or reissued Personalized Debit Card.
3. You warrant to CNB Bank & Trust, NA that: (i) you are the owner of the Image (i.e. the Image was taken by you) or you have obtained express consent from the Image's owner to use the image on your Personalized Debit Card; (ii) you have obtained express consent from any person whose image you use on your Personalized Debit Card; and (iii) use of the Image by CNB Bank & Trust, NA will not infringe any other person's rights, including intellectual property rights, in the Image.
4. CNB Bank & Trust, NA may, in its discretion, require evidence of the Image owner's consent or of your ownership of the Image.
5. You (or you have obtained consent from the image's owner) grant to CNB Bank & Trust, NA a perpetual, non-transferable, non-exclusive, royalty-free, world-wide, irrevocable license to use the Image and the data you provide to CNB Bank & Trust, NA for the purpose of providing your Personalized Debit Card.
6. You consent (or have obtained consent from the Image's owner) to CNB Bank & Trust, NA storing, modifying, copying or using the Image.
7. You shall indemnify and hold harmless CNB Bank & Trust, NA, its successors and assigns, against any claims arising or loss suffered by CNB Bank & Trust, NA resulting from your use of this service or as a result of the Image being used on and reproduced on your Personalized Debit Card, or arising out of or as a result of CNB Bank & Trust, NA storing, modifying, copying or using the Image.

8. CNB Bank & Trust, NA's liability hereunder is limited to refunding the fee associated with the issuance of the Personalized Debit Card, and CNB Bank & Trust, NA is not liable to you for any loss, damage, claim or expense whatsoever in relation to any action by CNB Bank & Trust, NA permitted under these Terms and Conditions. CNB Bank & Trust, NA is not responsible for poor quality images or images poorly positioned on the Personalized Debit Card template.
9. Your Personalized Debit Card remains the property of CNB Bank & Trust, NA and you agree to immediately return it or destroy it if asked by CNB Bank & Trust, NA for any reason, or if the card or accounts that your Personalized Debit Card is linked to is closed.
10. Rejected Images, superseded Images, and Images from canceled Personalized Debit Cards, accepted Images, and copies thereof, may be stored for any period of time, and may be purged at any time that CNB Bank & Trust, NA may choose in its sole discretion.
11. If a submitted Image is rejected, the CNB Bank & Trust, NA 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. CNB Bank & Trust, NA reserves the right not to accept or use any image you submit, or to refuse to issue a Personalized Debit Card.