

## CUSTOM DEBIT CARD TERMS AND CONDITIONS

BANNER BANK (“we,” “us” or “our”) established the personalized debit card service (“Service”) to allow our deposit account debit card holders (“you” or “your”) to submit an image (“Image”) to place on a debit card (“Card”). By submitting an image to be considered for use on a Card, you agree to the Custom Debit Card Terms and Conditions (“Terms”). The Terms supplement, and do not replace, any other agreements you have with us relating to your debit card(s) or deposit account(s). If any such agreements have provisions which directly conflict with these Terms, these Terms control. We may modify these Terms or terminate the Service at any time.

**Eligibility.** You must have a Card, access to a computer or other device for uploading an Image to be placed on a Card, and your account(s) must be in good standing with us. Uploaded images should meet these criteria:

- Size: at least 840 pixels x 840 pixels, no larger than 10MB in size
- Color: RGB
- Format: JPEG (.jpg). PNG, GIF, Bitmap (.bmp) or TIFF

**Fees.** There is a \$12.00 fee for each new or replacement Card. The fee will be deducted from the primary checking account associated with your Card when your custom card design is approved and ordered. Please refer to the Service Charge Disclosure for additional details. You agree to destroy your old debit card when you receive your new Card. You agree to hold us harmless for any loss you may incur by NOT destroying your old card.

There is no fee for a renewal Card (to solely update the expiration date) using the same Image on the expiring Card.

**Image Submission.** For each Image you submit, you warrant to us that: (i) you own the Image or you have obtained express consent from the Image owner to use the Image on your Card; (ii) you have obtained express consent from any person appearing in the Image to use his/her likeness on the Card; and (iii) using the Image on the Card will not infringe any other individual’s or entity’s rights, including intellectual property rights. You (individually or by consent from the Image owner) also grant us a perpetual, non-transferrable, non-exclusive, royalty-free, world-wide, irrevocable license to use the Image and the related submission data for the purpose of providing the Service.

We may, in our sole discretion, reject any Image. Unacceptable Images include, but are not limited to:

- Political statements
- Advertising, promotional materials, slogans related to or owned by third parties
- Copyrighted, trademarked or proprietary material of another
- Phone numbers, URLs, website addresses, email addresses or personal information
- Brand names or branded products belonging to third parties
- Photos that feature a mascot or character as the primary focus of the photo
- Celebrities, athletes, musicians, entertainers, public or political figures
- Religious symbols, images or text
- VISA, Mastercard, American Express, Discover or any other payment brand references
- References to any debit card branded sponsorships, such as the Olympics or NASCAR
- Obscene or lewd material, harassing, inappropriate, discriminating, offensive or socially unacceptable material
- Pornographic, provocative or sexual material, profanity, obscenities or nudity
- Symbols of death, destruction, violence or any negative material that does not reflect positively on us
- Images of firearms, weapons or ammunition, alcohol or tobacco products
- Images of money
- Images that do not cover the entire surface of the Card
- Content that may interfere with the acceptance of the Card at point of sale or with security features of the Card
- Content that might infringe, denigrate or dilute the Mastercard brand or its member financial institutions

We are not responsible for Image quality such as Images not focused, with low-resolution or poorly positioned on the Card.



**Expiring Cards.** For Cards nearing their expiration date that contain an Image, if you wish to upload a new/substitute Image to appear on your Card, you must do so at least two months prior to the Card expiration date. Otherwise, we will renew the Card with the Image previously appearing on the Card.

**Card Replacement.** You may replace the Image and get a Card with a replacement Image at any time.

**Indemnity, Limitation of Liability.** You agree to indemnify, defend and hold us (including our successors and assigns, directors, officers, associates and contractors) harmless from and against any third party claims, damages, losses, costs, expenses (including court costs and attorney's fees) incurred by or asserted against us arising from your breach of the Terms. Our total liability with respect to your use of the Service is limited to refunding the fee associated with the issuance of a Card. We will not be liable to you for any primary or third party loss, claim or expense whatsoever arising from the Services, unless caused solely by our willful misconduct.

**No Warranties.** THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANNER BANK MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE. BANNER BANK DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WITH RESPECT TO THE SERVICE OR RESULTS THEREOF, BANNER BANK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

The Terms are governed by laws of the State of Washington.

By choosing the "Accept" option, you (a) certify that you read, understand, and agree to these Terms; and (b) authorize us to charge your account the fee for each Image you submit.