

MyCardCreation

Terms and Conditions



NBT Bank's MyCardCreation Debit Card is subject to these Terms and Conditions. Additional general terms and conditions apply to your Debit Card as outlined in your Deposit Account Terms and Conditions, which you received at time of account opening. If these Terms and Conditions conflict in any way with your Deposit Account Terms and Conditions, these Terms and Conditions control. The MyCardCreation Debit Card (Card) is available to current customers with a personal or business checking account. If this application is accepted and a Card is issued, by using or permitting another to use the Card, you will be bound by the terms and conditions of the Electronic Fund Transfers Disclosure provided with your Deposit Account Terms and Conditions. Your Card will function as a regular Debit Card and will be accepted wherever Visa[®] debit transactions are accepted.

By requesting a Card and submitting an image of your choice, you warrant to NBT Bank that:

1. 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 Card.
2. You have obtained express consent from any person whose image you use on your Card.
3. Use of the image by NBT Bank will not infringe any other person's rights, including intellectual property rights, in the image. You, or the owner of the image, grant to NBT Bank a perpetual, non-transferable, non-exclusive, royalty-free, world-wide, irrevocable license to use the image and the data you provide to NBT Bank for the purpose of providing your Card. You agree to indemnify, defend and hold harmless NBT Bank, its successors and assigns, against any claims, damages, losses, costs, expenses (including attorney's fees) incurred by or asserted against NBT Bank caused directly or indirectly by the use of this service or as a result of the image being used on and reproduced on your Card, or arising out of or as a result of NBT Bank storing, modifying, copying or using the image. NBT Bank's liability hereunder is limited to refunding the fee associated with the issuance of the Card and NBT Bank is not liable to you for any loss, claim or expense whatsoever in relation to any action by NBT Bank permitted under these Terms. NBT Bank is not responsible for image quality including but not limited to poor-quality images or images poorly positioned on the Card.

NBT Bank reserves the right to reject any image/photograph submitted or to refuse to issue you a MyCardCreation Debit Card, in our sole and absolute discretion. You may not submit images that are unacceptable, including, but not limited to, the following examples:

- Trademarks, copyrighted materials or brands of any third party, logos, slogans or any material that could infringe on copyright or trademark rights
- Phone numbers, addresses, URL addresses, account or PIN numbers
- Advertising or promotional material, or branded products
- Celebrities, actors, musicians, professional athletes, politicians or public figures of any kind (the only exception to this is permission-based photos of you, your family members or friends photographed with a famous person)
- Provocative, sexual, profane, obscene, violent or other offensive content
- Nudity or semi-nudity
- Images of alcohol, tobacco or firearms
- Images which show criminal or illegal activities or otherwise inappropriate behavior
- Racial, political, religious, culturally or socially sensitive material
- Any image deemed inappropriate by NBT Bank



Business Customers

To allow our business customers the ability to extend visibility to their brand, NBT Bank Business Debit Cards will be permitted to feature their company's logo, slogan, advertising or promotional material or branded product that pertains specifically to their business.

Fees

- There is a \$9.95 fee for the first new Card ordered with a personalized image through MyCardCreation.
- There is a \$9.95 fee for each subsequent Card ordered through MyCardCreation.
- When your Card is automatically renewed, there will be no charge for your personalized renewal card with the same image and card number.
 - If you have not advised NBT Bank at least 45 days before of the renewal date noted on your Card that you wish to submit a new image for your Card, NBT Bank will renew your existing Card with the same image at no charge.
 - If you notify NBT Bank at least 45 days before the renewal and you wish to submit a new image, there will be a \$9.95 charge for your new image Card.

The fee for personalized Card through MyCardCreation will be deducted from the primary checking account that is tied to this Debit Card. The fee will be indicated on your statement as MyCardCreation Fee. If you do not have enough funds to cover the fee(s), your Card request may not be processed.

If you currently have a Debit Card, your new Card will replace your existing Debit Card. You agree to destroy your old Debit Card upon receipt of your new Card. NBT Bank may issue you a new card number; this will be done at our discretion. You agree to hold NBT Bank harmless for any loss incurred as a result of NOT destroying your old card.

NBT Bank reserves the right to add to or modify these Terms and Conditions, to terminate the Card program or Card issued to you, at any time, in its sole discretion.