

Peoples State Bank

MyPic ChekCard Terms and Conditions

Peoples State Bank MyPic ChekCard service is subject to these Terms and Conditions. Additional general terms and conditions apply to your ChekCard as outlined in the Electronic Funds and Disclosures. The Image submitted by you is herein referred to as the "Image".

1. You certify that you have read and understand the Image Guidelines and that the Image you submitted to Peoples State Bank complies with the Image Guidelines.
2. Unless waived as part of a promotion, your MyPic ChekCard linked account will be debited \$15 when your Image is approved. The \$15 fee will apply to a new, replacement or reissued MyPic ChekCard.
3. You warrant to Peoples State 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 MyPic ChekCard; 2. You obtained express consent from any person whose Image you use on your personalized ChekCard; and 3. Use of the Image by Peoples State Bank will not infringe any other person's rights, including intellectual property rights, in the Image.
4. Peoples State Bank may, in its discretion, require evidence of the Image owners consent or of your ownership of the Image.
5. You grant to Peoples State Bank a perpetual, non-transferable, no-exclusive, royalty-free, world-wide irrevocable license to use the Image and the data you provide to Peoples State Bank for the purpose of providing your MyPic ChekCard.
6. You consent (or have obtained consent from the Image's owner) to Peoples State Bank storing, modifying, copying and using the Image.
7. You shall indemnify and hold harmless Peoples State Bank, its successors and assigns, against any claims arising or loss suffered by Peoples State Bank resulting from your use of this service or as a result of the Image being used on and reproduced on your MyPic ChekCard, or arising out of or as a result of Peoples State Bank storing, modifying, copying, or using the Image.
8. Peoples State Bank's liability hereunder is not liable to you for any loss, damage, claim or expense whatsoever in relation to any action by Peoples State Bank permitted under these Terms and Conditions. Peoples State Bank is not responsible for poor-quality Images or Images poorly positioned on the MyPic ChekCard template.
9. Your MyPic ChekCard remains the property of Peoples State Bank and you agree to immediately return it or destroy if asked by Peoples State Bank for any reason, or if the card or accounts that your MyPic ChekCard is linked to is/are closed.
10. If approved, the Image will be stored by Peoples State Bank or its agents and contractors for a period of at least four (4) years. The Image will be printed on any subsequent reissued MyPic ChekCards with a four-year period unless you have uploaded another Image within that period.
11. Peoples State Bank reserves the right not to accept or use any Image you submit, or to refuse to issue a MyPic ChekCard for any reason.



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www.peoplesiowa.com

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