

MidFirst Bank iDesign

Terms and Conditions

The MidFirst Bank iDesign Debit Card service (“Service”) is subject to these terms and conditions (hereinafter referenced as “Design Terms”). Additional general terms and conditions applicable to your debit card use and services are outlined in the [Account Agreement and Disclosure](#). The image or picture submitted by you is herein referred to as the “Image.” The terms “you” and “your” as used in these Design Terms refer to “You” as the customer and debit card holder. The term “Upload Guidelines” refers to the Image uploading recommendations and guidelines, which are found in these Design Terms. The term “Image Guidelines” refers to the rules, regulations, and guidelines associated with these Design Terms and your use of the Service, which can be found in the Image and Upload Guidelines.

1. You certify that you have read and understood the [Image and Upload Guidelines](#) and the Image you submitted to MidFirst Bank complies with the Image Guidelines. You further certify that you are not an individual under the age of 18.
2. Your primary checking Account associated with your debit card (as indicated in the ordering process) will be debited five dollars (\$5) when your Image is approved and sent for production. MidFirst reserves the right to waive the fee in its sole discretion.
3. Your new debit card will be mailed to the mailing address that MidFirst Bank has on record for the primary checking Account associated with your MidFirst iDesign Debit Card.
4. Your iDesign Debit Card will have a new card number. You are responsible for deactivating and destroying any old cards. You are also responsible for managing any existing automatic payments and ensuring that you have re-established such payments using your new debit card number.
5. You represent and warrant to MidFirst Bank that: (i) you are the owner of the Image (i.e., the Image was taken by you) or you have obtained express written consent from the Image’s owner to use the Image on your debit card; (ii) you have obtained express written consent from any person whose Image or likeness you use on your debit card; and (iii) use of the Image by MidFirst Bank will not infringe on any third-party entity’s, organization’s, or person’s rights, duties, or obligations, including intellectual property rights, in the Image.
6. MidFirst Bank may, at its discretion, require evidence of the Image owner’s written consent for your use of the Image or of your ownership rights to the Image, in a form reasonably acceptable to MidFirst Bank. If not provided upon request, MidFirst Bank may cancel your iDesign Debit Card.
7. When you upload an Image, you grant MidFirst Bank a perpetual, non-transferable, non-exclusive, royalty-free, worldwide, irrevocable license to use the Image, any data associated with or imbedded in the Image file, and any data you provide to MidFirst Bank for the purpose of providing you with the Service.
8. You consent to MidFirst Bank, its successors, assigns, agents, representatives, and contractors storing, modifying, copying or using the Image.
9. You agree that you will indemnify and hold harmless MidFirst Bank, its parent, subsidiaries, affiliates, successors, assigns, agents, representatives, shareholders, officers, employees, and contractors, (collectively “Indemnities”) against any and all claims or causes of action arising from or from any loss, liability or damages, suffered by MidFirst Bank or the Indemnities (i) resulting from your use of the Service, (ii) as a result of the Image or Image file data being

used and reproduced on your debit card, or (iii) arising out of or as a result of MidFirst Bank, its successors, assigns, agents, representatives, and contractors storing, modifying, copying or using the Image.

10. MidFirst Bank's liability hereunder is limited to refunding the fee associated with the issuance of the debit card, and MidFirst Bank is not liable to you for any loss, liability, damage, claim, or expense whatsoever in relation to any action by MidFirst Bank, its successors, assigns, agents, representatives and contractors permitted under these Design Terms. Additionally, MidFirst Bank shall not be responsible for imperfect or improper debit card Image results due to poor-quality Images or Images poorly positioned on the debit card template. Notwithstanding anything to the contrary, MidFirst Bank's liability for any claim or action arising under these Design Terms shall be limited to five hundred dollars (\$500) in all circumstances, and under no circumstances shall MidFirst Bank be liable for any consequential, special, incidental, indirect, direct, punitive, penalties, or similar damages, costs or fees whatsoever.
11. Your debit card remains the property of MidFirst Bank, and you agree to immediately return it or destroy it if requested by MidFirst Bank for any reason, or if the debit card expires or accounts associated with the debit card are closed.
12. If approved, the Image may be stored by MidFirst Bank or its agents, representatives, and/or contractors for a period of at least three (3) years. The Image will be printed on any subsequent reissued debit cards within such three-year period, unless you specifically advise MidFirst Bank otherwise and have uploaded another Image within such three-year period.
13. MidFirst Bank reserves the right to not accept or use any Image you submit and further reserves the right to refuse to issue any debit card associated with any account.