NEVADA STATE BANK

THE DOOR TO YOUR FUTURE

myPHOTOcard® Terms and Conditions

1. The Bank provides myPHOTOcard service subject to the following terms and conditions. These terms and conditions are in addition to those found in the Cardholder Agreement governing all use of your Card. The photo, logo, artwork or other image submitted by you, and all information thereon, are hereafter collectively referred to as the "Image".

2. You certify that you have read and understood the "Image Guidelines" and that the Image you submitted to the Bank complies with the Image Guidelines.

3. **Fee(s): There is no issuance fee for the first myPHOTOcard card.** For cards issued thereafter, an issuance fee of *$4.95* will be charged to your account each time you submit a new Image and the bank issues a new myPHOTOcard card. In addition, an issuance fee may be charged for any replacement or reissued myPHOTOcard card.

4. You authorize the Bank to charge all applicable fees to the card account associated with your myPHOTOcard card when your Image is approved.

5. In addition to your compliance with the Image Guidelines, you represent and warrant to the Bank:

    a. The Image you are submitting was created by you and you are the owner of the Image, and/or you have obtained express written consent from the owner of the Image for you to use it on your myPHOTOcard and for Bank to alter, copy, print, distribute, prepare and use the Image on your myPHOTOcard;

    b. You have obtained the express written consent of any person other than yourself who appears in the Image you submitting; and

    c. Use of the Image will not infringe any business' or individual person's rights, including intellectual property, privacy or publicity rights. If Bank requests, before or after accepting your Image, you shall provide Bank with reasonable proof of such ownership, written consent and/or noninfringement.

6. You grant to Bank a perpetual, non-transferable, non-exclusive, royalty-free, world-wide, irrevocable license to use the Image and the other data you provide to Bank for the purpose of providing your myPHOTOcard card.

7. You agree to indemnify, defend and hold the Bank harmless, its affiliates, its card membership organizations and its and their respective shareholders, officers, directors, employees, agents, members, contractors and representatives from any and all claims, liabilities, losses, costs and expenses of any nature whatever (including, without limitation, attorney's fees) that may arise from the issuance or use of the myPHOTOcard card with your submitted Image on it, including (without limitation) any and all claims alleging trademark or copyright infringement, and/or the violation of a right of privacy or publicity or any other right.

 ©ZB, N.A. Member FDIC

8. Bank's liability hereunder is limited to refunding any fee associated with the issuance of a myPHOTOcard card, and Bank is not liable to you for any loss, damage, claim or expense whatsoever in relation to any action or omission by Bank in connection with the myPHOTOcard service or product. Bank is not responsible for poor-quality Images or Images poorly positioned on the myPHOTOcard template. Images and copies thereof shall not be returned to you for any reason.

9. Your myPHOTOcard card remains the property of the Bank and you agree to immediately return or destroy the card if asked by the Bank for any reason, or if the account to which your myPHOTOcard card is linked is closed.

10. Rejected Images, superseded Images, and Images from canceled myPHOTOcard cards, accepted Images, and copies thereof, may be stored for any period of time, and may be purged at any time, that Bank may choose in its sole discretion.

11. If a submitted Image is rejected, the Bank 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. Bank reserves the right not to accept or use any Image you submit, or to refuse to issue a myPHOTOcard card, for any or no reason whatsoever in Bank's sole discretion. See also the separate myPHOTOcard Image Guidelines.

Additional Terms and Conditions that apply to myPHOTOcard Business cards:

In addition to the above terms and conditions that apply to all myPHOTOcard cards, the following terms and conditions govern myPHOTOcard Business cards.

14. Business agrees that only individual(s) they authorize can submit an Image and request issuance of myPHOTOcard business card(s). Business shall protect the security of its logon and other access information, and is responsible for any unauthorized access directly or indirectly gained using such logon or other access information.

15. **Important:** Business acknowledges and agrees that each time a new Image is uploaded and approved, all cards linked to the Business's account will be reissued with that new Image.

16. **Business Card Issuance Fee:** There is no issuance fee for the first request to issue all cardholders a myPHOTOcard business card. Thereafter, for each new Image that is uploaded and approved, a per card issuance fee of *$4.95* will be charged to the related business card account.

17. Upon receipt of new myPHOTOcard business card with image on it, the business will need to destroy any previously-issued business cards.