

# TERMS AND CONDITIONS

A Watertown Savings Bank Debit-By-Design debit card is subject to the following terms and conditions.

You may customize your card for a \$7.00 fee. This fee will be deducted from your checking account.

## **YOU AGREE TO DESTROY YOUR OLD CARD ONCE YOU RECEIVE YOUR NEW CARD AND HOLD WATERTOWN SAVINGS BANK HARMLESS FOR ANY LOSS AS A RESULT OF NOT DOING SO.**

Upon submitting your image to Watertown Savings Bank, you represent and certify that you have sole rights to use the image and have obtained any necessary consent to allow Watertown Savings Bank to alter, copy, print, distribute, prepare and to use the image or derivative works of the image on the customized debit card. All images submitted must have the consent of the owner including those images downloaded from the internet.

You agree to return the customized card to Watertown Savings Bank immediately upon the request by Watertown Savings Bank.

## **YOU AGREE TO INDEMNIFY AND HOLD WATERTOWN SAVINGS BANK, SUBSIDIARIES, AFFILIATES, OFFICERS, PARTNERS AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES THAT ARISE FROM YOUR USE OF THE SERVICE.**

If you submit, or repeatedly submit images that do not follow the set forth guidelines, Watertown Savings Bank reserves the right to exclude you from future use of this service.

These terms and conditions are in addition to those found in the Cardholder Agreement. Customized cards are available to members with an open Visa<sup>®</sup> debit card. A customized card works like a regular Visa debit card and is accepted wherever Visa debit cards are accepted. Watertown Savings Bank reserves the right to reject any submitted picture. Further, if images are deemed unacceptable by Watertown Savings Bank and are repeatedly submitted, Watertown Savings Bank reserves the right to prohibit future use of this service. Examples of prohibited photographs include, but are not limited to:

- Phone numbers (e.g., 800 or 900 numbers), addresses, or Web site addresses
- Professional photographs, photographs including artwork, or photographs including other individuals (unless you have written permission from the creator of the professional photograph, the creator of the artwork, or all individuals in the photograph)
- Photographs of celebrities, athletes, musicians, or public figures
- Photographs containing provocative, sexual, offensive, racially/culturally insensitive, or political material
- Photographs with trademarked material, advertising, promotional materials, company names, or slogans
- Photographs considered by Watertown Savings Bank to be profane or obscene
- Photographs with alcohol, tobacco, or firearms
- Images which show illegal or anti-social behavior
- Any image Watertown Savings Bank deems unacceptable to be associated with the Watertown Savings Bank brand

By creating a customized card, you give Watertown Savings Bank permission to use the photograph on the card. You also assure that Watertown Savings Bank is risk-free of any loss, damages, liability, or costs should any be incurred directly or indirectly by the use of the photograph.

**YOU SHOULD KEEP A COPY OF THIS AGREEMENT.**