SHAZAM myPic Studio™ Terms and Conditions

1. Members’ Advantage Credit Union provides the SHAZAM myPic Studio™ 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 Members’ Advantage Credit Union complies with the Image Guidelines.
   1. **Image Guidelines:** Members’ Advantage Credit Union reserves the right to reject any submitted image for any reason. Images will be excluded based on, among other things, the following criteria:
      1. You must have permission to use a professional image, an image including artwork or an image including other individuals.
      2. Images of celebrities, athletes, musicians or public figures will not be accepted.
      3. Images containing provocative, offensive, racial, political or violent material will not be accepted.
      4. Images with trademarked material, advertising, promotional materials, website addresses or competitive marking will not be accepted, unless trademark is owned by card owner.
      5. Images containing names, descriptions or images of controlled substances will not be accepted.
   2. Members’ Advantage Credit Union’s acceptance of any image, and Members’ Advantage Credit Union’s issuance of any SHAZAM myPic Studio™ cards are always conditional and may be canceled at any time if an image is found to be in violation of Members’ Advantage Credit Union’s standards for approving images for the SHAZAM myPic Studio™ card.
3. Fee(s): There is no issuance fee for the first SHAZAM myPic Studio™ card and renewal (expired) cards. In addition, an issuance fee of $10.00 will be charged for any replacement SHAZAM myPic Studio™ card.
4. You authorize Members’ Advantage Credit Union to charge all applicable fees to the card account associated with your SHAZAM myPic Studio™ card when your Image is approved.
5. In addition to your compliance with the Image Guidelines, you represent and warrant to Members’ Advantage Credit Union:
   1. 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 SHAZAM myPic Studio™ card and for Credit Union to alter, copy, print, distribute, prepare and use the Image on your SHAZAM myPic Studio™ card;
   2. You have obtained the express written consent of any person other than yourself who appears in the Image you’re submitting; and
   3. Use of the Image will not infringe any businesses or individual person's rights, including intellectual property, privacy or publicity rights.

If Members’ Advantage Credit Union requests, before or after accepting your Image, you shall provide Members’ Advantage Credit Union with reasonable proof of such ownership, written consent and/or non-infringement.

1. You grant to Members’ Advantage Credit Union a perpetual, non-transferable, non-exclusive, royalty-free, world-wide, irrevocable license to use the Image and the other data you provide to Members’ Advantage Credit Union for the purpose of providing your SHAZAM myPic Studio™ card.
2. You agree to indemnify, defend and hold Members’ Advantage Credit Union 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 SHAZAM myPic Studio™ 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.
3. Members’ Advantage Credit Union’s liability hereunder is limited to refunding any fee associated with the issuance of a SHAZAM myPic Studio™ card, and Members’ Advantage Credit Union is not liable to you for any loss, damage, claim or expense whatsoever in relation to any action or omission by Members’ Advantage Credit Union in connection with the SHAZAM myPic Studio™ card service or product. Members’ Advantage Credit Union is not responsible for poor-quality Images or Images poorly positioned on the SHAZAM myPic Studio™ template. Images and copies thereof shall not be returned to you for any reason.
4. Your SHAZAM myPic Studio card remains the property of Members’ Advantage Credit Union and you agree to immediately return or destroy the card if asked by Members’ Advantage Credit Union for any reason, or if the account to which your SHAZAM myPic Studio™ card is linked is closed.
5. Rejected Images, superseded Images, and Images from canceled SHAZAM myPic Studio™ cards, accepted Images, and copies thereof, may be stored for any period of time, and may be purged at any time, that Members’ Advantage Credit Union may choose in its sole discretion.
6. If a submitted Image is rejected, Members’ Advantage Credit Union or SHAZAM will notify you by e-mail, without any obligation to justify its decision.
7. If a submitted Image is rejected, you can submit a new Image and request a new custom card design.
8. Members’ Advantage Credit Union reserves the right not to accept or use any Image you submit, or to refuse to issue a SHAZAM myPic Studio™ card, for any or no reason whatsoever in Members’ Advantage Credit Union’s sole discretion.
9. Additional Terms and Conditions that apply to SHAZAM myPic Studio™ Business cards:

In addition to the above terms and conditions that apply to all SHAZAM myPic Studio™ cards, the following terms and conditions govern SHAZAM myPic Studio™ Business cards.

1. Business agrees that only individual(s) they authorize can submit an Image and request issuance of SHAZAM myPic Studio 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.
2. Business Card Issuance Fee: There is no issuance fee for the first SHAZAM myPic Studio™ card and renewal (expired) cards. In addition, an issuance fee of $10.00 will be charged for any replacement SHAZAM myPic Studio™ card.
3. Upon receipt of new SHAZAM myPic Studio™ business card with image on it, the business will need to destroy any previously-issued business cards.