

Terms and Conditions

F&M Bank's MyPhoto Card personalized debit card service is subject to these Terms and Conditions. Additional general terms and conditions apply to your Debit Card as outlined in the Cardholder Agreement and Disclosure Statement governing all use of your Debit Card. The image submitted by you is herein referred to as the "Image". YOU AGREE TO DESTROY YOUR OLD CARD ONCE YOU RECEIVE YOUR NEW MYPHOTO CARD AND HOLD F&M BANK HARMLESS FOR ANY LOSS AS A RESULT OF NOT DOING SO.

1. You certify that you have read and understood the [Image Guidelines](#) and that the Image you submitted to F&M Bank complies with the [Image guidelines](#).
2. Your card-linked account will be debited \$15 when your Image is approved. The \$15 fee will apply to a new, replacement or reissued MyPhoto Debit Card. An annual fee of \$10 will be debited from your card-linked checking account beginning October 1st of the following year.
3. You warrant to F&M Bank that: (i) 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 MyPhoto Debit Card; (ii) you have obtained express consent from any person whose Image you use on your MyPhoto Debit Card; and (iii) use of the Image by F&M Bank will not infringe any other person's rights, including intellectual property rights, in the Image.
4. F&M Bank may, in its discretion, require evidence of the Image owner's consent or of your ownership of the Image.
5. You (or you have obtained consent from the Image's owner) grant to F&M Bank a perpetual, non-transferable, non-exclusive, royalty-free, world-wide, irrevocable license to use the Image and the data you provide to F&M Bank for the purpose of providing your MyPhoto Debit Card.
6. You consent (or have obtained consent from the image's owner) to F&M Bank storing, modifying, copying or using the Image.
7. You shall indemnify and hold harmless F&M Bank, its successors and assigns, against any claims arising or loss suffered by F&M Bank resulting from your use of this service or as a result of the Image being used on and reproduced on your MyPhoto Debit Card, or arising out of or as a result of F&M Bank storing, modifying, copying or using the Image.
8. F&M Bank's liability hereunder is limited to refunding the fee associated with the issuance of the MyPhoto Debit Card, and F&M Bank is not liable to you for any loss, damage, claim or expense whatsoever in relation to any action by F&M Bank permitted under these Terms and Conditions. F&M Bank is not responsible for poor quality Images or Images poorly positioned on the MyPhoto Debit Card template.
9. Your MyPhoto Debit Card remains the property of F&M Bank and you agree to immediately return it or destroy it if asked by F&M Bank for any reason, or if the card or accounts that your MyPhoto Debit Card is linked to is closed.
10. If approved, the Image will be stored by F&M Bank or its agents and contractors for a period of at least three (3) years. The Image will be printed on any subsequent reissued MyPhoto Debit Cards within a three-year period unless you have uploaded another Image within that period.
11. F&M Bank reserves the right not to accept or use any Image you submit, or to refuse to issue a MyPhoto Debit Card.

I agree to these Terms and Conditions

You must agree to the Terms and Conditions to continue. You will receive an email confirming that your Image has been received and approved