

TERMS AND CONDITIONS

A Chemung Canal Trust Company and Capital Bank MyDesign debit card is subject to the following terms and conditions. You may customize your card for a \$10.00 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 CHEMUNG CANAL TRUST COMPANY HARMLESS FOR ANY LOSS AS A RESULT OF NOT DOING SO.

Upon submitting your image to Chemung Canal Trust Company or Capital Bank, you represent and certify that you have sole rights to use the image and have obtained any necessary consent to allow Chemung Canal Trust Company or Capital 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 Chemung Canal Trust Company or Capital Bank immediately upon the request by Chemung Canal Trust Company or Capital Bank.

YOU AGREE TO INDEMNIFY AND HOLD CHEMUNG CANAL TRUST COMPANY AND CAPITAL 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, Chemung Canal Trust Company and Capital Bank reserve 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 a MasterCard® debit card. A customized card works like a regular MasterCard® debit card and is accepted wherever MasterCard® debit cards are accepted. Chemung Canal Trust Company and Capital Bank reserve the right to reject any submitted picture. Further, if images are deemed unacceptable by Chemung Canal Trust Company and Capital Bank reserve 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 Chemung Canal Trust Company and Capital Bank to be profane or obscene
- Photographs with alcohol, tobacco, or firearms
- Images which show illegal or anti-social behavior
- Any image Chemung Canal Trust Company and Capital Bank deem unacceptable to be associated with the Chemung Canal Trust Company and Capital Bank brand

By creating a customized card, you give Chemung Canal Trust Company and Capital Bank permission to use the photograph on the card. You also assure that Chemung Canal Trust Company and Capital Bank are risk-free of any loss, damages, liability, or costs should any be incurred directly or indirectly by the use of the photograph. YOU SHOULD RETAIN A COPY OF THIS AGREEMENT.