Unique-2-U! ™
Terms and Conditions

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The State Bank and Trust Company provides Unique-2-U!™ Debit Card service subject to the following terms and conditions. These terms and conditions are in addition to those found in the Terms and Conditions of Your Account, which govern 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."

1. You certify that you have read and understand the "Image Guidelines" and that the Image you submitted to The State Bank and Trust Company complies with said guidelines.

2. You authorize The State Bank and Trust Company to charge all applicable fees to the checking account associated with your Unique-2-U!™ Debit Card when your image is approved.

3. In addition to your compliance with the Image Guidelines, you represent and warrant The State Bank and Trust Company:
   a. The image you are submitting was created by you and you are the owner of the Image and/or you have obtained expressed written consent from the owner of the Image for you to use on your new card and for The State Bank and Trust Company to alter, copy, print, distribute, prepare and use the Image on your card.
   b. You have obtained the expressed written consent of any person other than yourself who appears in the Image you are 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 The State Bank and Trust Company requests, before or after accepting your image, you shall provide The State Bank and Trust Company with reasonable proof of such ownership, written consent and/or non-infringement.

4. You grant The State Bank and Trust Company a perpetual, non-transferable, non-exclusive, royalty-free, worldwide, irrevocable license to use the Image and other data you provide to The State Bank and Trust Company for the purpose of providing your customized card.

5. You agree to indemnify, defend and hold The State Bank and Trust Company harmless, its affiliates, its card membership organizations 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 whatsoever (including, without limitation, attorney's fees) that may arise from the issuance or use of your customized card with your submitted image on it, including (without limitation) any and all claims alleging trademark and copyright infringement and/or the violation of a right of privacy or publicity or any other right.

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

7. Your Unique-2-U!™ Debit Card remains the property of The State Bank and Trust Company and you agree to immediately return or destroy the card if asked by The State Bank and Trust Company for any reason, or if the account to which your customized card is linked is closed.

8. Rejected Images, superseded Images, Images from canceled customized cards, accepted Images and copies thereof, may be stored for any period of time and may be purged at any time, that The State Bank and Trust Company may choose in its sole discretion.

9. If a submitted Image is rejected, The State Bank and Trust Company will notify you by email, without any obligation to justify the decision.

10. If a submitted Image is rejected, you can submit a new Image and request a new custom card design.

11. The State Bank and Trust Company reserves the right not to accept or use any Image uploaded, or to refuse to issue a Unique-2-U!™ Debit Card for any reason whatsoever in The State Bank and Trust Company's sole discretion. See also the separate Unique-2-U!™ Debit Card Image Guidelines.

12. You agree to destroy your old debit card once you receive your State Bank and Trust Company Unique-2-U!™ Debit Card and hold The State Bank and Trust Company harmless for any loss as a result of not doing so.

Contest Terms and Conditions

1. Contest is open to all U.S. residents over the age of 18. Participants do not need to have a State Bank and Trust Company checking account to participate.

2. Image submitted must be owned by the participant and meet the Image and Upload guidelines. If a child(ren) is present in the photo, parental consent is required.

3. Unique-2-U™ Terms and Conditions apply. For more information see our Unique-2-U™ Contest Frequently Asked Questions, contact your local banking center or send the Unique-2-U™ team an email: unique2u@thebank-sbt.com.