

# Achieva Capture Card

## Terms and Conditions

1. Achieva Credit Union provides the Capture Card 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 Capture Card. The photo, logo, artwork or other image submitted by you, and all information thereon, are hereafter collectively referred to as the “Image”.
2. Image Guidelines: The guidelines below will help you choose an acceptable image. If your image does not meet these image guidelines, or if we reject it for any other reason, we will send you an email and invite you to try again using a different image. For all images you must:
  - a. Use one of the following file formats: .jpeg, .jpg, .gif, .png, .tiff, or .bmp
  - b. Maximum file size is 10MB
  - c. Own the image or have permission from the owner to use the image on your card.
  - d. For photos you must have pixel dimensions that are greater than or equal to 420x420.
  - e. Images that include any of the following will be rejected: Trademarks, copyrighted materials, advertising, or branding. Celebrities, musicians, athletes, entertainers, or other public figures. Telephone numbers, URLs, account numbers, addresses, or email addresses. Cartoon characters or artwork that you have not created and/or do not have permission from the copyright owner to use. Violent, offensive, anti-social, or death imagery – including any other material that could be perceived as violent. Provocative, lewd, or sexual content – including nude, semi-nude, or partially clothed pictures of people of any age. Dead animals, including game animals. Political or religious imagery. Symbols representing money or other content that might result in confusion at the point of sale, or that might result in card fraud. Socially unacceptable or discriminatory behavior or signs. For example, gangs, hatred, drug or alcohol abuse, graffiti, profanity, or other obscene behavior or gestures. Images of flags, unless it is one of the flag-related images from our photo gallery.
  - f. Customers with Multiple Cards may use the same image on all the cards on your accounts or differentiate your cards using a distinct image for each card. You can only design one card at a time, so you will need to customize each card individually.
3. You certify that you have read and understood the “Image Guidelines” and that the Image you submitted to Achieva Credit Union complies with the Image Guidelines.

4. Unless waived as part of a promotion, your card-linked account will be debited \$10 when your Image is approved and you go to the branch to retrieve it. The \$10 fee will apply to a new, replacement or reissued Capture Card.
5. You warrant to Achieva Credit Union that: (i) you are the owner of the image (i.e. the Image was taken by you) or have obtained express consent from the Image's owner to use the image on your Capture Card; (ii) you have obtained express consent from any person whose image you use on your Capture Card; (iii) use of the Image by Achieva Credit Union will not infringe any other person's rights, including intellectual property rights, in the Image.
6. Achieva Credit Union may, in its discretion, require evidence of the Image owner's consent or of your ownership of the Image
7. You (or you have obtained consent from the image's owner) grant to Achieva Credit Union perpetual, non-transferable, non-exclusive, royalty-free, worldwide, irrevocable license to use the Image and the data you provide to Achieva Credit Union for the purpose of providing your Capture Card.
8. You consent (or have obtained consent from the image's owner) to Achieva Credit Union storing, modifying, copying or using the Image.
9. You shall indemnify and hold harmless Achieva Credit Union, its successors and assigns, against any claims arising or loss suffered by Achieva Credit Union resulting from your use of this service or as a result of the Image being used on and reproduced on your Capture Card, or arising out of or as a result of Achieva Credit Union storing, modifying, or copying or using the Image.
10. Achieva Credit Union's liability hereunder is limited to refunding the fee associated with the issuance of the Capture Card, and Achieva Credit Union is not liable to you for any loss, damage, claim or expense whatsoever in relation to any action by Achieva Credit Union permitted under these Terms and Conditions. Achieva Credit Union is not responsible for poor quality images or images poorly positioned on the Capture Card template.
11. Your Capture Card remains the property of Achieva Credit Union and you agree to immediately return it or destroy it if asked by Achieva Credit Union for any reason, or if the card or accounts that your Capture Card is linked to is closed.
12. If approved, Achieva Credit Union or its agents and contractors will store the Image for a period of 30 days. The Image will be printed on any subsequent reissued Capture Cards within a 30 day period unless you have uploaded another image within that period.
13. Capture cards are not available for some members due to name limitations such as names with more than 22 characters including spaces, trustees, Jr., Sr., II, III, some double last names, etc.
14. Achieva Credit Union reserves the right not to accept or use any image you submit, or to refuse to issue a Capture Card.