

## MyDesign Image Debit card- Terms and Conditions

These terms and conditions (“**Terms**”) shall be applicable to the Customer (as defined hereinafter) participating in the offer who agrees to be bound by the same and shall be regulated by the provisions of the specified products and services provided by - Axis Bank Limited. Any Customer participating in the offer shall be deemed to have read, understood and accepted these terms and conditions and these Terms shall be in addition to and not in derogation of other applicable terms and conditions of any account or any other facility/services offered by the Bank and/or such other terms and conditions as may be specified by the bank.

### **A. Definitions:**

The following words and phrases shall have the meanings set out herein below in this document unless repugnant to the context:

“**Axis Debit Card/Card**” shall mean and include all debit card instruments issued by Axis Bank.

“**Image Debit Card/Image Card**” shall mean and include image/picture debit card issued by Axis Bank, in accordance with these terms and conditions.

“**Image Checking Guidelines**” shall mean and include guidelines issued by Axis Bank for submission and acceptance of images uploaded by the customer.

“**Intellectual Property Rights**” shall mean all present and future intellectual property rights, whether registered and/or in respect of which registration has been applied for and is pending, in any jurisdiction including:

(a) know-how, service marks, and related rights, data base rights and mask works, internet domain names, source code, , inventions, processes, geographical indications, trade secrets, exploitation of any present or future technologies, proprietary information, and any other industrial property rights, patents, copyright, , designs, trade-marks, trade or business names and product names.;

### **B. Fees and Charges:**

1. Image fees may vary depending on type of gallery image selected by customer.
2. Replacement/issuance charges as applicable on the new card shall be levied over and above the image charges.
3. Detailed schedule of charges is available on <https://www.axisbank.com/service-charges-and-fees>
4. GST shall be applicable on all the mentioned fees and charges

**C. Axis Debit Card usage and issuance policy:**

1. The existing Axis Bank Debit Card plastic shall be blocked for use upon activation (first use) of the new image Debit Card
2. Customer shall receive same card variant, unless the existing card has been discontinued for issuance/not available on his/her account type. In such case, the default card applicable on his/her account type would be issued.
3. Replacement/issuance charges as applicable on new card shall be levied over and above the image charges. Detailed schedule of charges is available on <https://www.axisbank.com/service-charges-and-fees>

**D. Image Submission Policy:**

1. The Card personalization service offered under Axis Bank Debit Card is provided by Axis Bank in collaboration with a third party service provider Serverside Graphics (NZ) Limited
2. Axis Bank reserves the right to reject any image which in its reasonable opinion seems to be
  - i. obscene,
  - ii. causing an infringement of third party intellectual property rights,
  - iii. violation of copyright
  - iv. otherwise disruptive or of a controversial nature
  - v. violation of internal guidelines of the Bank
3. Customer agrees and gives consent for Axis Bank to store, analyse, use image(s) submitted by them for further processing in relation to the Card Image Personalization activity.
4. Customer agrees and gives consent to abide by terms of the Agreement entered into between Axis Bank and third party service provider to provide them the Card Image Personalization facility wherein the provisions pertain to the customers
5. All images uploaded shall be subject to screening.
6. Image debit card will be issued after approval of the image as per Image Checking Guidelines. Card application shall be processed only upon / subject to approval of uploaded image.
7. In the event an uploaded image does not meet Image Checking Guidelines, Card Application request shall be declined. In such case, image charges shall be reversed within 15 working days from the date of application rejection.
8. Customer agrees to ensure that any image uploaded by the customer shall be free from any Spyware, Malware, Virus or any other content which is harmful to Axis Bank or its Partner Institution(s)

**E. Image Debit Card Replacement, Expiration and Termination Policy:**

1. The Image on existing debit card may be changed by the customer through a new request on the Website.

2. All applicable fees to be levied every time a new image request is raised.
3. In cases where the image debit card is lost, stolen or damaged, and a request for a replacement card is placed, the customer shall be issued a standard debit card, without any personalized image. In case the customer wants personalized image, a new request for the same to be placed on the website
4. On expiry of the image debit card, a new debit card shall be issued to customer without any personalized image. In the event the customer requires an image debit card, he/she may apply for a new Card on the Axis Bank Website within 30 working days before expiry of said image debit card
5. If at any time after the issuance of the image debit card, it is found that the image uploaded by the customer violates any Intellectual Property Rights of third parties, and any applicable laws or regulations in force or any other terms and conditions/guidelines relating to the use of the card, or the customer does not have sufficient rights for image, or image on the card infringes the rights of any third party, the image debit card will be blocked permanently for usage at any ATM, retail or online merchant

#### **F. Indemnification Policy:**

By applying for Image Personalization for Debit Card, customer agrees to indemnify Axis Bank and its officials from and against any and all claims, actions, suits, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation reasonable attorneys' fees and reasonable disbursements at actual) (collectively, "**Loss**") incurred by Axis Bank, to the extent suffered, as a result of, arising from, or in connection with or relating to or arising out of the use of any particular image on customer's Debit card or infringement of any third party intellectual property or the non-observance / non-compliance of any applicable laws, rules and regulations.

The customer also agrees to indemnify, defend and hold harmless Axis Bank against any Loss incurred or suffered by Axis Bank as a result of Axis Bank providing the Card Image Personalization facility to the customer. The customer undertakes full responsibility for any infringement of Intellectual Property Rights, political or religious symbols, celebrities and/or discriminatory and indecent subject matter. .

#### **G. General Terms and Conditions**

The customer has read and understood the terms and conditions governing the availing of Card Image Personalization facility with Axis Bank. The customer accepts and agrees to be bound by the said terms and conditions. The customer understands that Axis Bank may at its absolute discretion, discontinue any of the services completely or partially pertaining to this facility without any prior notice. These terms and conditions shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts of Mumbai.