

## MY CUSTOM DEBIT CARD TERMS & CONDITIONS

The Bank OZK My Custom Debit Card service is subject to these terms and conditions. Additional terms and conditions apply to your My Custom Debit Card as outlined in your Bank OZK ELECTRONIC FUND TRANSFERS, YOUR RIGHTS AND RESPONSIBILITIES document provided with your CONSUMER ACCOUNT SERVICE APPLICATION.

By requesting a My Custom Debit Card and submitting an image of your choice, the person (Cardholder) whose name appears on the face of the Bank OZK My Custom Debit Card, warrants to Bank OZK that:

1. 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 My Custom Debit Card;
2. You have obtained express consent from any person whose image is used on your Card;
3. Use of the image by Bank OZK will not infringe on any other person's rights, including intellectual property rights, in the image;
4. You give Bank OZK permission and a perpetual, non-transferable, non-exclusive, royalty-free and irrevocable license to use the image on the My Custom Debit Card;
5. You agree to indemnify, defend and hold Bank OZK (including its holding company, directors, officers, employees and contractors) harmless from and against any damages, loss, costs, expenses (including court costs and attorney fees) incurred by or asserted against Bank OZK as a direct or indirect result of the issuance of the My Custom Debit Card or the use of the image and this service, including but not limited to any and all claims alleging infringement of a trademark, copyright, or other intellectual property right, the violation of a right of privacy and/or any other right. Bank OZK' liability hereunder is limited to refunding the fee associated with issuing the My Custom Debit Card and Bank OZK is not liable to you for any loss, damage, claim, or expense whatsoever in relation to any action or omission by Bank OZK in connection with the My Custom Debit Card. Bank OZK is not responsible for image quality including, but not limited to, positioning on the My Custom Debit Card.

Bank OZK reserves the right to reject any image, including but not limited to any photograph submitted, or to refuse to issue a My Custom Debit Card, in our sole discretion. You may not submit images that are unacceptable, including, but not limited to, the following:

- Political statements
- Copyrighted or professional images not owned by you (including professional photographs taken by others)

- Trademarked or advertising material, website or email addresses, telephone numbers or other personal information
- Brand names or branded products
- References to any VISA sponsorship property, such as the Olympics or NASCAR
- Images of celebrities and public figures, including but not limited to music, entertainment, sports and political figures
- Any credit or debit card payment brand references
- Obscene, harassing, discriminatory, provocative material, including but not limited to material containing nudity, profanity, obscenity or sexual content
- Violence, firearms, weapons or ammunition
- Alcohol or tobacco
- Any image or content that might interfere with the acceptance of the My Custom Debit Card or its security features
- Any image or content that might infringe, denigrate or dilute the VISA brand or its member financial institutions

There is a fee for each updated image or replacement card. Please refer to the Fee Schedule. The fee will be deducted from your checking account. If you do not have enough funds in the checking account associated with your debit card to cover the fee(s), your My Custom Debit Card request will not be processed. Your new My Custom Debit Card has a different card number, expiration date and security code than your existing debit card. If you have recurring bills paid from your checking account which are bills tied directly to your current debit card, you must update this information with the biller.

You agree to destroy your existing debit card once you receive your My Custom Debit Card and agree to hold Bank OZK harmless for any loss incurred as a result of your failure to do so.

If you have not advised Bank OZK within 60 days prior to the renewal date noted on your My Custom Debit Card that you wish to submit a new image, Bank OZK will renew your existing My Custom Debit Card using the same image.

Bank OZK reserves the right to modify these Terms and Conditions and to terminate the My Custom Debit Card program or the My Custom Debit Card issued to you, at any time, in its sole discretion.