

MyPicture Terms of Use for the Cumulus credit card

By applying for a Cumulus credit card (hereinafter «card») with an individual image, you expressly agree to these MyPicture Terms of Use for the Cumulus credit card (hereinafter «MyPicture Terms of Use»):

1. Individual card design

The opportunity to customise your card is an integral part of the digital onboarding process. Subsequent orders and changes to the card design can be made directly in the one app under card settings at a later stage.

You can customise the front of the card with a personal photo or any image (hereinafter «image») according to the following specifications. You cannot customise the back of the card.

2. Content requirements for the choice of image

2.1 Legal requirements

You must comply with the legal framework, in particular with all thirdparty rights and the content requirements of these MyPicture Terms of Use, with regard to the image used (including the logos, trademarks or other designs or design elements contained therein). You commit in particular to the following:

- You are authorised to use the image on the customised card. In doing so, you do not violate any copyright, trademark, data protection, competition or other rights of third parties.
- By using the image, you do not violate any legal provisions (e.g. criminal code, etc.).
- You grant Migros Bank AG (and any third parties it has engaged) the perpetual, non-transferable, non-exclusive, free and worldwide irrevocable right to use both the image and the data provided by you for the purpose of issuing your customised card, as well as for the necessary storage, modification and copying of the image.
- With the exception of the image used to customise the card, all property and proprietary rights to the card design tool remain with Migros Bank AG.
- You have read and understood the content requirements in this section 2 and assure Migros Bank AG that you will only submit images that meet these requirements (cf. in particular section 2.2 below).
- You warrant that the image files submitted electronically do not contain computer viruses or other harmful software.

If the image infringes the rights of third parties or is otherwise not in accordance with the MyPicture Terms of Use, you indemnify Migros Bank AG against all costs and expenses, third party claims and / or losses incurred as a result of the use and reproduction of the image on your customised card and/or in connection with the storage, modification, copying or use of the image.

Migros Bank AG's liability to you in connection with the individual design options for cards is limited to the reimbursement of any fees incurred for this purpose against Migros Bank AG. Migros Bank AG is not liable for any loss, damage, claims or costs of any kind relating to the image of your customised card.

2.2 Content requirements for the image

The image (including the logos, trademarks or other designs or design elements contained therein) may not contain any unlawful or immoral content, in particular none of the motifs or content listed non-exhaustively below:

- Sexual motifs (incl. nude pictures and obscene motifs) or motifs depicting violence
- Political motifs
- Racist/discriminatory motifs
- Religiously offensive motifs
- Advertising of any kind
- References to events and properties sponsored by international card organisations
- PIN or account numbers, phone numbers, addresses, websites, QR codes
- Motifs protected by copyright¹
- Protected brand names / trademarks, including abbreviations, logos, acronyms and / or symbols¹
- Famous personalities / musicians / sportsmen or sportswomen / entertainers / public figures etc.¹
- Statements of affiliation to groups considered «socially unacceptable», including scenes, names or symbols
- Motifs of any kind that could cause confusion when cards are being accepted by merchants
- Motifs of any kind that could lead to card fraud
- Coats of arms, national emblems and banknotes of any kind
- Motifs with alcohol, tobacco, drugs, pharmaceutical products, gambling or weapons of any kind
- All graphic design elements that could reflect badly on Migros Bank AG or the Federation of Migros Cooperatives or cause hostilities

Migros Bank AG reserves the right – at any time – to change or adjust these requirements, deviate from them or list further prohibited image motifs.

3. Technical requirements

To ensure an appropriate level of quality of the image printed on the customised cards, the following technical requirements must be met:

Image

- Minimum size: 800 x 600 pixels
- Maximum permissible file size: 10 MB
- File formats: JPEG (.jpg), PNG or GIF, HEIC, HEIF

Migros Bank AG declines all responsibility for the quality of the image you upload and is also not obliged to check or improve the quality, or correct its positioning.

4. Right to reject/delete images

Migros Bank AG reserves the right not to accept or use submitted images that violate these content or technical requirements for image use, without stating reasons, or to refuse to issue a customised card and to delete the submitted image. In addition, Migros Bank AG reserves the right to prohibit the use of the customised card at any time, even retrospectively, and to reclaim it if the image should later prove to be unlawful or immoral.

Migros Bank AG is not obliged to check the image provided by you for compliance with the law and these MyPicture Terms of Use before producing the card. Migros Bank AG reserves the right to carry out checks of the image used, even after the card has been issued.

In the case of rejection or deletion of the customised card, Migros Bank AG will send you, free of charge, a card with a standard design, if a new image that meets the specifications in accordance with these MyPicture Terms of Use is not uploaded within 48 hours.

5. Pricing of customised card

The issuance of a customised card is generally subject to a charge. The fees can be found and seen in the [Cumulus credit card service and price overview](#) at any time. In the case of rejection in accordance with section 4 above, you will not be charged for the issuance of the card with a standard design.

6. Other provisions

Migros Bank AG has the right to adjust the MyPicture Terms of Use at any time. Changes will be communicated electronically (e.g. by e-mail or via the one app etc.), on our website on cumulus.migrosbank.ch/documents or by any other appropriate means. The respective current version of these MyPicture Terms of Use is available on our website on cumulus.migrosbank.ch/documents. The respective new MyPicture Terms of Use shall be deemed approved if a card is used after the changes come into force.

If, due to such a change (see above), the image on the customised card no longer complies with these MyPicture Terms of Use, or you object to a change in the MyPicture Terms of Use, Migros Bank AG reserves the right to prohibit further use of this customised card with immediate effect and to replace it free of charge with a card featuring a standard design.

The contractual relationship pursuant to these MyPicture Terms of Use is governed by Swiss law. For cardholders domiciled in Switzerland, the statutory provisions govern the place of jurisdiction, place of performance and place of debt collection. Exclusive place of jurisdiction, place of performance and place of debt collection for cardholders domiciled abroad is the place of our branch with which the business relationship exists (if only a Cumulus credit card relationship exists, the business relationship exists at the registered office of Migros Bank AG, Zurich).

In addition to the above, the [Provisions governing the use of the Cumulus credit card](#), the [Migros Bank Terms of Use for one](#) and the [Information on data protection for the Migros Bank Cumulus credit card](#) apply.

Version 07/2022

1) The restrictions listed above do not apply to the use of images, material protected by copyright, brand names of products / services, including abbreviations, acronyms and / or symbols of any kind, trademarks, personalities or names, provided they are legally owned by you or you have a valid licence to use them on your card.