

Thrivent Federal Credit Union

MOBILE DEPOSIT SERVICES ADDENDUM TO ONLINE AND MOBILE BANKING AGREEMENT

You can review, download and print the most current version of this Addendum at any time at www.thriventcu.com. You should print a paper copy of this Addendum and retain a copy for your records.

This Addendum establishes the terms and conditions which govern your use of the Mobile Deposit Service made available through Mobile Banking. The Mobile Deposit Service is offered as a convenience and supplemental service to our Mobile Banking services. This Addendum (“**Addendum**”) supplements and becomes part of our Online Banking and Mobile Banking Agreement with you. The Online Banking and Mobile Banking Agreement, this Addendum and other separate documents and disclosures relating to your Deposit Accounts (defined below) with us are collectively the “**Account Documentation**” between you and us. The applicable terms of your other Account Documentation, including any disclaimers of warranties, security procedures, limitations on our liability, indemnity, amendments, termination rights, communications, governing law, are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects with respect to the Mobile Deposit Service, except as amended hereby. Capitalized terms used but not otherwise defined in this Addendum shall have the meaning ascribed to such terms in the Online Banking and Mobile Banking Agreement. As used in this Addendum, the words “you” and “your” refer to each owner or Authorized Representative of a Deposit Account using the Mobile Deposit Service; the words “we,” “us,” “our” and any other variation thereof refer to Thrivent Federal Credit Union, including our directors, officers, employees, contractors, service providers, agents or licensees. By clicking the “Accept” button below or by using or continuing to use the Mobile Deposit Service, you agree to this Addendum.

A. **General Description of the Mobile Deposit Service.** Our Mobile Deposit Service allows you to make mobile deposits (each such deposit “**Mobile Deposit**” and collectively “**Mobile Deposits**”) to your Thrivent Federal Credit Union deposit accounts (except Health Savings Accounts) (each a “**Deposit Account**” and collectively the “**Deposit Accounts**”). You may use the Mobile Deposit Service in connection with Deposit Accounts you have enrolled for Mobile Banking. Mobile Deposits may be made to your Deposit Accounts by using a supported camera-enabled Mobile Device with our downloadable Mobile Banking Software to capture electronic images of paper checks and to transmit such images and other information required hereby to us or our designated processor (a “**Processor**”). *You acknowledge and agree that a Mobile Deposit made by you using the Mobile Deposit Service is not an “electronic funds transfer” as that term is defined in Consumer Financial Protection Bureau’s Regulation E.* The terms “us”, “our” and “Processor” may be used interchangeably when used in relation to any services performed by a Processor on our behalf including, but not limited to, the receipt and processing of images and check data and any notices related thereto. The Mobile Device must capture an image of the front and back of each Check (“**Check Images**”) to be deposited in accordance with the procedures outlined in this Addendum and any instructions provided to you within our Mobile Banking Software (“**Procedures**”). After capture of the Check Images and all other required data and information from the paper Check, you will transmit for Mobile Deposit the Check Images and all other required data and information from or pertaining to the Check to us or Processor using the Software installed on your Mobile Device. Subject to compliance with the terms, provisions and conditions of this Addendum, we will process the Mobile Deposit on the Business Day we receive the Mobile Deposit and enter the Check Images of the Check into the collection process, in accordance with the provisions of our then current Account Documentation pertaining to the Deposit Account into which the Mobile Deposit is to be made. You acknowledge and agree that we may discontinue, and/or change the terms of the Mobile Deposit Service or any related content, features, products or services associated therewith, at any time without notice or liability to you or any third party except as required by law.

B. **Activation and Eligibility.** To activate the Mobile Deposit Service, you must first enroll through Mobile Banking and meet our eligibility requirements. Only Deposit Accounts in good standing and

enrolled in Mobile Banking will be eligible for the Mobile Deposit Service. Deposit Accounts with excessive returned checks or ACH transactions, negative balances, other negative account history or any other criteria we may establish from time to time will not be granted access to use the Mobile Deposit Service. Deposit Accounts granted access to the Mobile Deposit Service may be denied future transactions if the Deposit Accounts are no longer in good standing.

- C. **Checks Deposited and Security Interest.** When using the Mobile Deposit Service, you hereby agree that you will only scan and deposit a check as that term is defined in Federal Reserve Board Regulation CC (each a “**Check**” and, if more than one, “**Checks**”). Each scanned image must be captured from the original paper Check. You cannot deposit money orders or an Electronically – Created Item using the Mobile Deposit Service. You agree that you will not use the Mobile Deposit Service to deposit any Checks that:
1. are payable to any person or entity other than the Deposit Account owner or joint owners of the Deposit Account,
 2. are prohibited by our then current Procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation,
 3. evidence alteration or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Checks are drawn,
 4. are remotely created checks or have been previously endorsed by a bank (or other institution) and are either “substitute checks” (as defined in Regulation CC or other applicable federal law or regulation) or “image replacement documents” that purport to be substitute checks, without our prior written consent,
 5. are drawn on financial institutions that are located outside of the United States or territories of the United States,
 6. are not payable in US Dollars,
 7. are not acceptable to us for deposit into a Deposit Account as provided in the Account Documentation, and
 8. are an Electronically-Created Item (ECI) as defined under Regulation CC as an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check.

Checks described in clauses (1) through (8) are each a “**Prohibited Check**” and, collectively, “**Prohibited Checks**”. If you deposit a Prohibited Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorneys fees) we may incur associated with any warranty, indemnity or other claim related thereto. You grant us a security interest in all Deposit Accounts or other deposits (whether general or special) of yours at Thrivent Federal Credit Union, and in all funds in such Deposit Accounts or other deposits, to secure your obligations to us under this Addendum. This security interest will survive termination of this Addendum.

- D. **Scanning of Checks and Transmission of Check Images.** You shall properly use all Software required by this Addendum or otherwise, required for or related to, the use of the Mobile Deposit Service. Before capturing a picture of the Check Images, you shall endorse the Check with your Signature and write “For Mobile Deposit at TFCU only” or any other endorsement language we may require. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint Deposit Account owner, either of you can endorse it. If the check is made payable to you and your joint Deposit Account owner, both of you must endorse the check. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

Once you have endorsed the Check, you shall then capture the Check Images of the Checks to be deposited via Mobile Deposit and transmit the Check Images and any other required data and information from or pertaining to such Checks to us or the Processor in accordance with the Procedures. We reserve the right to amend the Procedures, with or without prior notice to you. To ensure accuracy, you shall key the amount of each Check and any other information required using the Software prior to transmitting the Mobile Deposit in accordance with the Procedures.

- E. **Limits and Cut-Off Times.** We reserve the right to impose limits on the amount(s) and/or number of Mobile Deposits that you transmit using the Mobile Deposit Service and to modify such limits from time to time (collectively defined as the “**Limits**”). You may send multiple Mobile Deposits to us or Processor throughout the day, not to exceed the Limits. We may, at our option, refuse to accept a Mobile Deposit that exceeds the Limits, or we may accept and process the Mobile Deposit. To be eligible for processing on the day transmitted, Mobile Deposits must be received by us on or before 2:00 p.m. CST on a Business Day that we are open (the “**Cut-Off Time**”). A Mobile Deposit is considered received by us when the Mobile Deposit Service generates a confirmation message. For purposes of determining when a Mobile Deposit has been delivered and received, our records shall be determinative. A Mobile Deposit that is transmitted after the Cut-Off Time shall be deemed to have been received by us at the opening of our next Business Day. We reserve the right to change Limits and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to your receipt of notice thereof except as otherwise required by law. You may contact us at any time to verify the Limits and the Cut-Off Time.
- F. **Maintenance and Destruction of Original Check.** You shall securely store all original Checks for a period of twenty (20) days after you have received notice from us that the Mobile Deposit containing the Check Images has been accepted (such period the “**Retention Period**”). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only you shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. You will promptly (but in all events within 5 Business Days) provide any retained Check (or, if the Check is no longer in existence, a replacement Check or a sufficient copy of the front and back of the Check) to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. If not provided in a timely manner, such amount will be reversed from your Deposit Account. Promptly after such period expires, you must destroy the original check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.* You hereby indemnify us for, and hold us harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. You agree that you will never re-present the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original Check that has already been paid.
- G. **Image and MICR Quality.** Check Images of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Check Images:
1. the amount of the Check;
 2. the payee of the Check;
 3. the signature of the drawer of the Check;
 4. the date of the Check;
 5. the Check number;
 6. the information identifying the drawer and the paying bank (or other institution) that is preprinted on the Check, including the magnetic ink character recognition (“**MICR**”) line; and

7. all other information placed on the Check prior to the time the Check Images of the Check are captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

You shall ensure the Check Images transmitted to us include the full-field MICR encoding on each Check. You shall be responsible for the inspection of all Check Images to ensure the legibility of the Check Image including without limitation the dollar amount and signature of the person who signed the Check (the “drawer”), and for ensuring that any and all information on a paper Check is accurately captured and legible in the resulting Check Image and otherwise complies with any Check Image quality standards and guidelines that may be established by American National Standards Institute, ECCCHO Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse, or that we may provide to you from time to time. You acknowledge that current image technology may not capture all security features (e.g. watermarks) contained in the original paper checks, and agree to assume any and all losses resulting from claims based on security features that do not survive the image process.

- H. **Receipt of Mobile Deposit.** After we receive your Mobile Deposit, we will review the Check Images and other information contained therein. For each Mobile Deposit that we determine is eligible for processing as described in this Addendum, we will: (i) create a substitute Check that we will present directly or indirectly to (a) the institution on which the original Check to which the Check Images relate is drawn, or (b) the institution at or through which the Check is payable (each, the “Paying Institution”); (ii) include the Check Images in an electronic file for presentment directly or indirectly to the Paying Institution; or (iii) present or post any Check Images for which we are the Paying Institution. You agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any Mobile Deposit or Check Images or other information contained therein that are not received by us in accordance with the terms of this Addendum or for Mobile Deposits or Check Images or other information contained therein that are intercepted or altered by an unauthorized third party. You agree that we have no obligation to accept a Mobile Deposit and, therefore, may reject any Mobile Deposit or Check Images or other information contained therein submitted by you. We shall have no liability to you for the rejection of a Mobile Deposit or Check Images or other information contained therein or for the failure to notify you of such rejection. Upon receipt of a Mobile Deposit submitted by you, we may examine such Mobile Deposit and the Check Images and other information contained therein to ensure that you have complied with this Addendum and followed the Procedures. If we determine that you have not complied with this Addendum or followed the Procedures or if errors exist in the Check Images or other information contained in the Mobile Deposit, we, in our sole discretion, may either reject the Mobile Deposit or elect to correct the error and accept and process the corrected Mobile Deposit (a “**Corrected Mobile Deposit**”). As a form of correction, we may credit your Deposit Account for the full amount of the Corrected Mobile Deposit and make any necessary adjustments to the Deposit Account to correct the error. We may, at our option, also perform a risk management analysis of one or more Mobile Deposits submitted by you to detect potentially fraudulent Checks, and, in our sole discretion, we may reject any such Mobile Deposit or the Check Images or other information contained therein. If after examination of a Mobile Deposit and the Check Images and other information contained therein, we determine that you have complied with this Addendum and processed and transmitted the Mobile Deposit in accordance herewith and with the Procedures, we shall accept the Mobile Deposit for deposit to your designated Deposit Account. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Deposit Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, us.
- I. **Availability of Funds.** We are notifying you in advance that Mobile Deposits made using our Mobile Deposit service do not fall under the standard provisions of Regulation CC Subpart B – Availability of Funds and Disclosure of Funds Availability Policies. As such, longer hold periods may apply. In general, if a Check Image of an Item you transmit through the Mobile Deposit Service is received and accepted before the Cut-Off Time on a Business Day that we are open, we consider that day to be

the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day we are open. Funds deposited using the Mobile Deposit service will generally be made available within three to five Business Days from the day of deposit. We may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant. You acknowledge that all credits given by us for a Check are provisional, subject to verification and final settlement.

- J. **Laws, Rules and Regulations.** You agree to comply with all existing and future operating procedures used by us for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization (“**ECCHO**”) and any other clearinghouse or other organization in which we are a member or to which rules we have agreed to be bound. These procedures, rules, and regulations (collectively the “**Rules**”) and laws are incorporated herein by reference. In the event of conflict between the terms of this Addendum and the Rules, the Rules will control.
- K. **Collection of Checks.** We, in our sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank (or other institution). We, in our sole discretion, shall select the clearing agents used to collect and present the Check Images, and our selection of the clearing agents shall be considered to have been designated by you. We shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Account Documentation governing your Deposit Accounts.
- L. **Unavailability; Contingency Plan.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. You acknowledge that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to us, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you may deposit original Checks with us at one of our branch locations or through our ATM or a participating ATM network until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks at a branch or ATM of Thrivent Federal Credit Union shall be governed by the terms and conditions of your other Account Documentation and not by the terms of this Addendum. Notwithstanding the foregoing, and to the extent applicable, Section M. below dealing with warranties shall apply to the deposit of original Checks. It is your sole responsibility to verify that Check Images transmitted using the Mobile Deposit Service have been received and accepted for Mobile Deposit.
- M. **Warranties.** You represent, warrant and covenant the following to us:
1. You shall only deposit Checks that are authorized by this Addendum, the Procedures and the Account Documentation.
 2. Each Check Image is a true and accurate rendition of the front and back of the original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
 3. The amount, payee(s), signature(s), and endorsement(s) on the Check Image and on the original Check are legible, genuine, and accurate.
 4. You will not deposit or otherwise endorse to a third party the original Check and no person will receive a transfer, presentation, or return of, or otherwise be charged for, the original Check or a paper or electronic representation of the original Check such that the person will be asked to make payment based on an item that has already been paid.
 5. There are no other duplicate Check Images of the original Check.

6. The original Check was authorized by the drawer in the amount stated on the original Check and to the payee(s) stated on the original Check.
 7. You are authorized to enforce and obtain payment of the original Check.
 8. You have possession of the original Check and no party will submit the original Check for payment.
 9. With respect to each Check Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that Check Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
 10. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.
 11. All information provided by you to us is true, complete and accurate.
- N. **Returned Checks.** If Checks remotely deposited by you using the Mobile Deposit Service are dishonored or otherwise returned unpaid by the drawee bank (or other institution), or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Check Images, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with this Addendum, the original Check will not be returned, and we may charge your Deposit Account for any and all returned Checks, along with any returned check fees authorized by the Account Documentation. You understand and agree that any returned Checks may be in the form of an electronic or paper reproduction of the original Check or a substitute Check. Unless otherwise instructed by us, you agree not to deposit the original Check if the Check Images were previously transmitted to us using the Mobile Deposit Service and returned for any reason. We may debit any of your accounts with us to obtain payment for any Check that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.
- O. **Confirmation: Deposit Account Reconciliation.** We will provide notice of receipt of Mobile Deposits to your Deposit Account on the periodic statement for such Deposit Account. You are responsible for detecting and reporting to us any discrepancy between your records and the records we provide to you. If you do not detect and notify us of such a discrepancy within 30 days of your receipt of any terminal printout, mailed report or periodic statement, whichever is received first, then such transactions shall be considered correct, and you shall be precluded from asserting such error or discrepancy against us.
- P. **Mobile Deposit Security.** You will complete each Mobile Deposit promptly. If you are unable to complete your Mobile Deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the Mobile Deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original Checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit you, and you agree to cooperate with us to permit such auditing, to confirm that you have satisfied your obligations under this Addendum.
- Q. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Check Images. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Check Images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Check Images to us. In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or the Mobile Deposit Service, copy or reproduce all or any part of the technology or the Mobile Deposit Service; or interfere, or attempt to interfere, with the technology or the Mobile Deposit Service. We and our technology partners, inclusive of, but not limited to, Digital Insight. and Verifi

Software, LLC, retain all rights, title and interests in and to the Mobile Deposit Services, Software and related technology made available to you.

- R. **Indemnification Obligations.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Mobile Deposit Services and/or breach of this Addendum. You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight. (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to your use of the Mobile Deposit Services, Vertifi or Digital Insight applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Addendum.
- S. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE MOBILE DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE MOBILE DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE MOBILE DEPOSIT SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE MOBILE DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.
- T. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE MOBILE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.
- U. **Financial Information.** You must inform us immediately of any material change in your financial circumstances or if any of the information provided to us in connection with your enrollment for Mobile Banking or the Mobile Deposit Services changes. You agree to provide us any financial information we reasonably request during the term of this Addendum. You authorize us to review your history from time to time.