

## Terms and Conditions for Credit Cardholder Website Use

### Acceptance of the Terms and Conditions

You are accessing a Thrivent Federal Credit Union (“**Credit Union**”) credit cardholder website (“**the Site**”) that is provided directly or indirectly to you by the Credit Union through its third party provider, **PSCU**. The Site may be used by you to access your Credit Union credit card Account(s) (“**Account**”) for various services that may be added to, reduced or modified by us from time to time without prior notice, except as required by law, including, without limitation: viewing your credit card transactions, making payments, notifying us if your card is lost or stolen, disputing credit card transactions, and enrolling in and viewing electronic statements for your Account (all such services as they may be added to, reduced or modified are collectively referred to herein as “**Services**”). In order to register for and access the Site and utilize the Services you are being asked to agree to a legally binding agreement in accordance with the terms and conditions set forth below.

The Site contains text, pictures, graphics, logos, button items, images, works of authorship, and other content (collectively, with all information and material about products and services, (“**Content**”), and may provide access to certain software used in connection with navigating and utilizing the functionality offered through this Website (“**Software**”).

Please read the Terms and Conditions carefully before you start to use the Site and Services. These Terms and Conditions constitute an agreement between all users (“**you**” or “**your**” or “**user**”) of the Site and Thrivent Federal Credit Union (collectively referred to herein as “**Credit Union**”, “**our**”, “**we**”, or “**us**”), pertaining to your use of the Site and the Services. You understand that by accessing the Site, or by clicking to agree to these Terms and Conditions when this option is made available to you, you accept and agree both on your behalf and, if applicable, on behalf of any joint owner or Authorized User of your Account to comply with and be bound by the Terms and Conditions, including any amendments or supplements to these Terms and Conditions and any changes thereto, as well as the following, all of which are hereby incorporated by reference into these Terms and Conditions (collectively referred to herein as the “**Terms**”):

- the Credit Union’s Privacy Notice (available on our website at <https://www.thriventcu.com/disclosures/>), our Internet Privacy Policy and Online Banking Requirements (available on our website at: <https://www.thriventcu.com/privacy-and-security/internet-privacy-policy/index.html>.) and any other documents they expressly incorporate by reference;
- Terms or instructions that appear on a screen when enrolling for, activating, accessing or using the Site or Services;
- The Credit Union’s rules, procedures, policies and any other terms and conditions which may also apply to specific portions, services, or features of the Site or Services, the Credit Union’s website (including, without limitation, the Site) and your Account;
- The rules and regulations of any funds transfer or payment system used in connection with your Account; and
- State and federal laws and regulations, as applicable.

If you do not want to agree to these Terms, you must not access or use the Site. Your registration may be accepted or declined by PSCU and/or us based on specific criteria. You can review, download and print the most current version of this Agreement at any time by clicking <https://www.thriventcu.com/disclosures/>. You should print a paper copy of this Agreement and retain a copy for your records.

Your Account will also continue to be subject to any other agreements, documents and disclosures related to your Account ("Account Documentation"), and you and we agree to be bound by and comply with the terms of such other Account Documentation. Unless this Agreement specifically states otherwise, if there is a conflict between the terms and conditions contained in this Agreement and the terms and conditions of any other Account Documentation between you and us, or any other such agreement has terms that are not specifically addressed in this Agreement, then the other agreement will control and take precedence. The other agreement will only control with respect to the Account or Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding services or features that appear in the specific Account Documentation for your Account, but that do not appear in this Agreement, will apply. As an exception to the general rule described in this Section, if any other Account Documentation you have with us includes terms that address your online access to your Account, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address online access.

#### **Information on Site**

Although we have taken all reasonable care to ensure that the information provided on this Site is accurate and up to date, we give no warranties of any kind, express or implied, with regard to the accuracy, timeliness or completeness of any such information. You agree that we shall not be liable or responsible to you or any visitor to the Site or by anyone who may be informed of its contents for any losses of whatever nature howsoever arising from the reliance on such information. This Site may also contain some material provided by third parties and we accept no responsibility or liability for the accuracy of such material, whether in contract, tort or otherwise. You agree that we shall not be liable to you or any third party for any losses of whatever nature howsoever arising from the reliance on such information. Opinions and any other content of the Site are provided by us for your personal use and informational purposes only. They are subject to change without notice.

**This Site does not contain information that is intended to be investment, legal, tax or other advice and should not be relied upon in making any investment or other decision. You should obtain relevant and specific professional advice before making any investment decisions.**

#### **Eligibility Requirements**

This Site is offered and available to users who are 18 years of age or older. Users intending to access areas of this Site requiring registration must be at least 18 years of age. By using this Site, you represent and warrant that you are at least 18 years of age or older and meet all eligibility requirements. If you are not 18 years of age or older and do not meet all eligibility requirements, you must not access or use the Site.

### **Availability of the Site**

We may for any valid reason withdraw or amend the Site or the Services alter the contents of, suspend, restrict or terminate access to some parts of the Site or the entire Site in our sole discretion and without notice. Therefore, you are advised not to rely on the Site's availability to conduct any time sensitive business.

You agree that we shall not be liable to you or any third party for any losses of whatever nature howsoever arising from any modification, restriction, suspension or discontinuation of the Site or any part of the Site.

We do not guarantee the availability of the site in all geographic regions, or at all times. We make no representation that any content or use of the Site is available for use in locations outside of the United States. Accessing the Site from locations outside of the United States is at your own risk. We may modify, reduce or expand the geographic areas in which we offer the Site or any of its functions or Services. We reserve the right to refuse to make any transaction that you request through the Site.

### **Local Legal Restrictions.**

This Site is not intended for distribution to, or use by, any person in any country where such distribution or use would be contrary to local law or regulation. None of the Services referred to in this Site is available to persons resident in any country where the provision of such Services would be contrary to local law or regulation. It is your responsibility to inform yourself about and observe any relevant local restrictions.

### **No Unlawful or Prohibited Use.**

As a condition of using the Site and Services, you warrant to us that you will not use the Site or Services for any purpose that is unlawful or is not permitted, expressly or implicitly, by the provisions of the Terms or by any applicable law or regulation. You further warrant and represent that you will not use the Site or Services in any manner that could damage, disable, overburden, or impair the Site or Services or interfere with any other party's use and enjoyment of the Site or Services. You may not obtain or use the Site or Services to obtain any materials or information through any means not intentionally made available or provided for through the Site and Services. You agree that these warranties and representations will remain in full force and effect even if the Terms terminate for any reason. You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Software may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable US and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.

### **Changes to the Terms**

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. Your continued use of the Site following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes, as you recognize and agree that they are binding on you.

The Services may be added, reduced or modified by us from time to time without prior notice except as required by law. By using these Services when they become available, you agree to be bound by the rules and terms that will be made available to you concerning these Services. We may also modify, reduce or expand the geographic areas in which we offer the Site or any of its functions or Services.

### **Hardware and Software Requirements**

You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, devices and Internet access services necessary to use the Site. We will not be responsible for any loss or liability resulting from the malfunction or failure of your hardware, software, devices, internet browser, internet access services, wireless carrier or online service provider nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access your Account or any of the Services. We require your browser to be, at a minimum, 128-bit encryption enabled. Your access to the Site may be limited, in whole or in part, by your method of accessing the Site, as well as by your hardware and software. You are responsible for any defect, malfunction or interruption in service or security due to hardware failure, your choice of ISP, or your choice of systems and computer services. By accepting the Terms you agree and acknowledge that you are solely responsible for acquiring and maintaining the computer, computer equipment, and other electronic devices necessary to access the Site. You also acknowledge and agree that you are responsible for all related costs associated with accessing the Site.

You are responsible to install, update, maintain and properly use industry standard security products that are appropriate for you, such as the following:

- Desktop firewall used to prevent unauthorized access to your network.
- Updated anti-virus protection used to prevent your computer or other access device from being victimized by the latest viruses and Trojans.
- Updated anti-spyware protection used to prevent spyware from providing potential tracking information about your web activities.
- Operating system and desktop applications updated with the latest patches when they are available, particularly when and if they apply to a known exploitable vulnerability.
- A product that indicates the web site you are on, or an internet browser that indicates the site name.

### **Links to Third Party Websites**

From time to time we may provide hyperlinks on this Site that may lead to websites maintained by third parties over which we have no control ("Linked Sites"). The material on these websites has been produced by independent providers, which are not affiliated with the Credit Union. Any opinions or recommendations expressed on third party sites are solely those of the independent providers, not of the Credit Union. We do not screen, approve, review or otherwise endorse any content or information

contained in any Linked Sites. Any links to third party sites are provided solely as a convenience to you and at your own risk and we do not guarantee or give any warranty with respect to the information contained on such third party sites or sites linked to such sites. You agree that the Credit Union, its affiliates and PSCU shall not be liable to you or any third party, for any losses of whatever nature arising from your reliance upon such information. We will make you aware when you are about to access these links. If you decide to access any of the Linked Sites it will be your sole choice to proceed and access the link and you do so entirely at your own risk and subject to the terms of use and any privacy and/or security policies for such Linked Sites.

### **Proprietary Rights**

You acknowledge and agree that the Credit Union and/or PSCU own all rights in and to the Services. You are permitted to use the Services only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Services or any of the Credit Union's and/or PSCU's Services or technology.

The Site and the contents of all material, features, functionality (including but not limited to all information, Software, text, displays, images, videos and audio, and the design, selection and arrangement thereof), available on the Site are owned and copyrighted by the Credit Union and/or PSCU, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, unless otherwise indicated. Copyright is not claimed as to any part of an original work prepared by a U.S. or state government officer or employee as part of that person's official duties. All rights are reserved by the Credit Union and PSCU and content may not be reproduced, modified, used to create derivative works, downloaded, disseminated, published, stored, transmitted or transferred in any form or by any means, except with the prior written permission of the Credit Union and PSCU, or as indicated below.

- Members of the Credit Union may download a reasonable number of pages or other content for their own personal, non-commercial use, consistent with the mission and purpose of the Credit Union and PSCU, on a single computer. However, no part of such content may be otherwise or subsequently reproduced, downloaded, or disseminated, published, or transferred, in a form or by any means, except with the prior written permission of, and with attribution to PSCU and the Credit Union. Copyright infringement is a violation of federal law subject to criminal and civil penalties.
- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this Site.
- Copy, sell, or in any way use any text, illustrations, photographs, video or audio sequences, graphics, or any other part of the Site except in the limited manner, for personal, non-commercial use only, described above.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Site.

You must not access or use for any commercial purposes any part of the Site, Content or any Services or materials available through the Site.

Any use of the Software by you other than as required to navigate and to utilize the intended functionality offered through this Site is prohibited. You agree not to access the Services or Content by any means other than the interface provided by the Credit Union through this Site for your use in accessing the Services and Content.

If you print, copy, modify, download or otherwise use or provide any other person with access to or content from any part of the Site in breach of the Terms, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by the Credit Union. Any use of the Site not expressly permitted by the Terms is a breach of the Terms and may violate copyright, trademark and other laws.

#### **Trademarks**

Thrivent Federal Credit Union, and all other names, designs, slogans, logos, icons and marks identifying the Credit Union's products and services, unless otherwise noted are trademarks of Thrivent Financial for Lutherans and may not be used without the Credit Union's and Thrivent Financial for Lutherans' prior written consent. Trademarks of other entities should not be used without permission of their respective owners. You may not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels on any portion of the Services.

#### **Internet E-mail**

Messages sent over the Internet cannot be guaranteed to be completely secure as they are subject to possible interception or loss or possible alteration. The Credit Union is not responsible for them and will not be liable to you or anyone else for any damages or otherwise in connection with any message sent by you to the Credit Union or any message sent by the Credit Union to you over the Internet.

#### **Your Information**

To access the Site or some of the Services it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete.

By submitting your personal information to us on this Site, you specifically confirm that you have read, understood and agreed to our and PSCU's obtaining, processing, using and disclosing personal and financial information relating to you solely for the purposes detailed in and otherwise in accordance with the Credit Union's Internet Privacy Policy, Privacy Notice and these Terms.

Subject to the Credit Union's Privacy Notice and Internet Privacy Policy, you agree that we may use, copy, retain, modify, display and distribute any information, data, materials or other content you provide to us, including without limitation your location, device based location information, account numbers, name, date, and account amount for the purpose of providing the Services, and you hereby give Thrivent Federal Credit Union license to do so. This license shall survive termination of the Terms for such period as necessary for us to provide the Services, comply with the law, or comply with internal guidelines or procedures. All information gathered from you in connection with using the Site and Services will be governed by the provisions of your other Account Documentation governing your Account and the Credit Union's Privacy Notice that was previously provided to you in connection with your Account. You may view our Privacy Notice at any time on our website at <https://www.thriventcu.com/disclosures/> and our Internet Privacy Policy at: <https://www.thriventcu.com/privacy-and-security/internet-privacy-policy/index.html>.

We may record and monitor calls made or received by us to maintain high quality service standards, to check instructions and for your protection and ours.

#### **Use of Your Security Information.**

If you choose, or are provided with, a user name, user ID, password or any other piece of information as part of our security procedures (collectively "Security Information") you are responsible for keeping your Security Information and Account information confidential. You further agree to take every reasonable precaution to ensure the safety, security and integrity of such information when using the Site, including compliance with any other security procedures and protocols we may require from time to time. You understand that you are responsible for any activity and transactions performed through your registered Site Account. Further, you agree to notify us immediately of any unauthorized access to your registered Site Account, use of your Security Information, or any other security incident. You also agree to ensure that you exit from your Account at the end of each session. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information.

In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your Account information or Security Information;
- Do not leave your computer or other access device unattended while you are in the Site and log off immediately at the completion of each session;
- Never leave your Account information within range of others; and
- Do not send privileged Account information (account number, Password, etc.) in any public or general e-mail system.
- We recommend that you change your Security Information regularly. You can change your Security Information through the Credit Union's Credit Cardholder website at <https://ap.pscu.com/AP/APCardholder/pages/dsologin?clientID=259600> or by contacting us at 866-565-6161.

**Comment [DH1]:** PSCU please confirm this is proper information to include.

Your use of your Security Information shall have the same effect as your signature to authorize instructions you provide to us. If you believe your Security Information has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at 866-565-6161. Telephoning the Credit Union is the best way of minimizing your losses and liability. If you believe your Password has been lost or stolen, please use the Password change feature found within the security tab of the Site.

### **Ownership, Control and Access to your Account**

For an Account owned by more than one person, each owner individually has the right to provide the Credit Union with instructions, conduct any transaction, make any decision, obtain any information or make any request associated with their Account. We may act on the instructions of any owner, including a minor named as a joint owner, without having liability to any owner. Please refer to the specific Account Documentation for your Account for more details.

You represent and warrant that any Authorized Representative will be acting as your agent and on your behalf, will be bound by the Terms and any Account Documentation governing the Account, and is fully authorized by you to act based on the rights you delegate to them. An Authorized Representative appointment by one account owner for an Account constitutes an Authorized Representative appointment by all other account owners of that Account.

You acknowledge and agree that all transactions an Authorized Representative or joint owner performs on an Account through the Site, including those you did not want or intend, are for all purposes transactions authorized by you. The account owner(s) of the Account are solely responsible for those transactions and we are not responsible for them except when required by law. To revoke an Authorized Representative's authority to perform transactions on your Account using your own Security Information, you must change your Password and notify us that an Authorized Representative is no longer authorized. If you and we permit an Authorized Representative to establish his or her own Security Information to access your Account you must notify us immediately if such Authorized Representative is no longer authorized to act on your behalf. Only transactions that you did not want or intend and that the Authorized Representative performs after we have had a reasonable opportunity to act on your notification will be considered unauthorized transactions.

If you make a person an offline authorized signer on an Account, and that authorized signer registers for the Site on your behalf, we may treat that authorized signer as an Authorized Representative for purposes of this Agreement.

You agree that you will only appoint Authorized Representatives if we permit you to do so and if we provide a procedure for appointing Authorized Representatives as part of the Site and Services. You agree that you will follow any Authorized Representative appointment procedure we provide. This provision takes precedence over any conflicting provision in any other Account Documentation you have with us. We may discontinue offering Authorized Representative options or permitting Authorized Representatives to access your Account at any time without prior notice.



If you are appointed as an Authorized Representative on an Account, you agree that you will access and use the Account in accordance with the authority given to you by the appointing account owner. Each time you access, view, or transact on that Account through the Site, you represent and warrant to us that your action is authorized by the appointing account owner.

#### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY OF THE CONTENT OR SERVICES PROVIDED, OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

YOUR USE OF THE SITE AND ITS CONTENT AND SERVICES IS AT YOUR OWN RISK. THE SITE AND ITS CONTENT AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE CREDIT UNION NOR ANY PERSON ASSOCIATED WITH THE CREDIT UNION MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE CREDIT UNION NOR ANYONE ASSOCIATED WITH THE CREDIT UNION REPRESENTS OR WARRANTS THAT THE SITE OR ITS CONTENT OR SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR ANY SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **Limitation on Liability**

Reasonable efforts are taken to include accurate and up-to-date information on this Site. However, errors or omissions may occur. YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE CREDIT UNION, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY SITES LINKED TO IT, OR ANY CONTENT OR SERVICES ON THE SITE OR SUCH OTHER SITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

EXCEPT WHEN APPLICABLE LAW PROVIDES OTHERWISE, WE WILL NOT BE LIABLE FOR ANY LOSS OR LIABILITY RESULTING FROM ANY FAILURE OF YOUR EQUIPMENT OR SOFTWARE, OR THAT OF AN INTERNET BROWSER PROVIDER SUCH AS GOOGLE (GOOGLE CHROME) OR MICROSOFT (MICROSOFT

EXPLORER BROWSER), BY AN INTERNET ACCESS PROVIDER, WIRELESS CARRIER, OR BY AN ONLINE SERVICE PROVIDER, NOR WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTLY DAMAGES RESULTING FROM YOUR ACCESS TO OR FAILURE TO ACCESS THE SITE OR YOUR ACCOUNT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **Indemnification**

You agree to indemnify, defend and hold harmless the Credit Union and PSCU and their affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney fees) arising from your use of the Site, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to these Terms, your violation of the the Terms or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity.

#### **Law Governing This Site and Venue for Disputes**

The Terms will be governed by and construed in accordance with the laws of the United States and, to the extent state law applies, the laws of the state of Wisconsin, excluding that body of laws pertaining to conflict of laws. All disputes relating to the Terms are subject to the exclusive jurisdiction of the state and federal courts of Wisconsin and you expressly consent to jurisdiction and venue thereof and therein. If a dispute arise between us with respect to the Terms, its enforcement or our Services or the Site, either of us may require that it be settled by binding arbitration in accordance with any arbitration provisions contained in the Account Documentation governing the Account or Services. In any legal action or claim regarding this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

#### **Entire Agreement; Severability.**

The Terms and other documents incorporated herein, together with other applicable Account Documentation, constitute the sole and entire agreement between you and the Credit Union with respect to the Site and supersede all previous and contemporaneous written or oral agreements and understandings with respect to the Site. Any term or condition contained in these Terms which is inconsistent with the laws governing the Services or this Site will be deemed to have been modified by us and applied in a manner consistent with such laws. If any provision of the Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable, it shall be so narrowly drawn without invalidating the remaining provisions of the Terms or affecting the validity or enforceability of such provision in any other action or jurisdiction.

#### **English Language.**

The parties confirm that the Terms and all related documentation are and will be in the English Language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

### **Notices and Communications Regarding Account Related Information**

Except as expressly provided otherwise in the Terms, you agree that we may provide you notices and other information regarding your Account, the Services and this Site (collectively "Account Related Information") through mail, electronically, by phone or by other means available.

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. Electronic alerts will be sent via text, email or notification through the Site (in the case of email or text, to the email address or phone number you provided when registering for the Site or Account). Your consent to receive communications electronically is valid until you revoke your consent notifying us of your decision to do so. You may opt-out of communications at any time by calling the Credit Union at 1-866-226-5225

If there is more than one owner on your Account, we may send Account Related Information to any one of you. Any notice or Account Related Information we send you will be effective when mailed, sent electronically or otherwise made available to you. The person receiving the notice is responsible for providing copies of all Account Related Information to all joint owners and Authorized Representatives. We reserve the right at all times to communicate all Account Related Information to you through the U.S. Postal or overnight courier, at our sole option. Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. You assume the risk of loss in the mail or otherwise in transit.

### **Consent to Communication**

Consent to Communication. You expressly agree that we may from time to time make telephone calls and send emails and text messages to you in order for us to:

1. service your Account, the Site and the Services,
2. collect any amount you may owe, or
3. discuss our relationship, products and services with you.

The ways we may call you include using prerecorded/artificial voice messages and/or through the use of an automatic dialing device. We may call you and send email or text messages to you at any telephone number or email address you have provided to us, including mobile/cellular telephone numbers that could result in charges to the owner of the telephone account. Emails and text messages sent to others pursuant to your instructions and on your behalf may identify you by name and may state that we are sending them on your behalf and according to your instructions. In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via SMS text message, including a confirmation from us in the event you withdraw your consent.

### **Changes to Contact Information**

**You must keep your email or mobile phone number(s) current with us.** If you have given us an email address or mobile phone number(s), you must promptly notify us of any change in your email address or mobile phone number(s). There may be other, special products for which we provide separate instructions to update your email or other mobile phone number(s). Address changes may be initiated:

1. at your request. You may instruct us to change the contact information to which we send notices or Account Related Information concerning your Account at any time by contacting us at

866-565-6161 or notifying us in writing at Thrivent Federal Credit Union, 3600 Commerce Court, Appleton, WI 54911-8580, Attn: Customer Service. If you are a registered Credit Union online banking user, changes to your email address may also be made through online banking.

2. if we receive an address change notice from the U.S. Postal service.
3. if we receive information from another party in the business of providing correct address information that the address in our records no longer corresponds to your address.
4. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the postal or email address only for the account(s) you specify or for all or some of your other account(s) with us.

**Assignment.**

You may not assign your responsibilities under the Terms to any other party. We may assign the Terms to any affiliate or future direct or indirect affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which the Terms are related without your prior written consent. The Credit Union may also delegate certain of its rights and responsibilities under the Terms to independent contractors or other third parties.

**Notices.**

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

**Waiver.**

We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Technical Support.**

We have no obligation whatsoever to furnish any maintenance and support services with respect to the Site and any such maintenance and support services provided will be provided at our discretion.

**Term and Termination:**

- A. **Term.** The Terms shall be effective as of the date you accept them and shall remain in full force and effect until termination in accordance with the following provisions.
- B. **Termination for Cause.** We may immediately terminate or suspend your access to the Site and Services under the following circumstances:
  1. you do not pay any fee required by the Terms or your Account Documentation when due; or
  2. you do not comply with the Terms, your other Account Documentation, or your Account with us is not maintained in good standing.

3. you have breached any provision of the Terms (including the Credit Union's Internet Privacy Policy), or have acted in a manner which shows you do not intend to, or are unable to, comply with the provisions of the Terms;
4. The Credit Union is required to do so by Law (for example, where the provision of the Services to you is, or becomes, unlawful);
5. PSCU or another partner or service provider with whom the Credit Union has offered the Services to you has terminated its relationship with the Credit Union or ceased to offer the Services to you;
6. The Credit Union is transitioning to no longer providing the Services to users in the state or country in which you are a resident or from which you use the Services; or
7. the provision of this Site or the Services brought to you by Credit Union or PSCU is, in Credit Union's sole opinion, no longer commercially viable.

C. **Termination for Convenience.** You may cancel your registration at any time by sending your name and address and a request for cancellation by one of the following methods:

- By calling 866-565-6161
- By writing a letter and sending it to the following address:  
Thrivent Federal Credit Union  
3600 Commerce Court  
Appleton, WI 54911-8580

Upon confirmation of your request, your account will be cancelled and your access to the Services will be terminated. Some of your information may remain stored within the Services after account deletion for recordkeeping purposes. None of your information will be used or disclosed except in accordance with these Terms or as permitted or required by law. Please refer to our Privacy Notice and Internet Privacy Policy for more information

Notwithstanding the foregoing, we reserve the right to suspend, revoke or terminate your use of the Site and Services in whole or in part at any time for any reason without notice to you except as required by law. Suspension, revocation, termination or discontinuation will not reduce your liability or obligations under this Agreement. Upon termination of the Agreement you: (i) acknowledge and agree that all licenses and rights to use the Site shall terminate; and (ii) will cease any and all use of the Site and Services.

We will not be liable for payments or transfers not cancelled or payment or transfers made through the Site due to the lack of proper notification by you of service termination or discontinuance for any reason. You agree that our rights and remedies arising out of any breach of your representations and warranties in the Terms, the limitations on our liability and our rights to indemnification under the Terms are continuing and shall survive the termination of the Terms, notwithstanding the lack of any specific reference to such survivability in these provisions.

#### **Reinstatement of Access**

Access to the Site and Services, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current version of the Terms will control.