



## Thrivent Credit Union

Thrivent Federal Credit Union  
3600 Commerce Court, Appleton, WI 54911-8580  
thriventcu.com • 866-226-5225

# End User Terms (“Agreement”)

**1. General:** Access to the Application via your mobile device is powered by the proprietary mobile technology solution owned by PSCU (the Licensor”). These End User Terms Agreement constitute a legally binding agreement between you (“you”, “your”, “user”) and Thrivent Federal Credit Union (collectively referred to herein as “Credit Union”, “our”, “we” or “us”) and describe your rights and obligations as a user of this mobile credit card application (the “Application”) made available to you by the Credit Union.

The Application may be used by you to access your Credit Union credit card Account(s) (the “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 and disputing credit card transactions (all such services as they may be added to, reduced or modified are collectively referred to herein as “Services”).

Please read this Agreement carefully before you start to use the Application. By using this Application, you accept and agree both on your behalf and, if applicable, on behalf of any joint owner or Authorized User of the Account, to comply with the terms and conditions of this Agreement, including any amendments and supplements to this Agreement and any changes thereto, any other documents they expressly incorporate by reference, and any other terms and conditions that may also apply to specific portions, services, or features of the Application or Services as well as the following, all of which are incorporated by reference and considered part of this Agreement:

- Terms or instructions that are provided to you or appear on a screen when enrolling for, activating, accessing or using the Application or Services;
- The Credit Union’s rules, procedures and policies that apply to the Services, the Application 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.

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 mobile 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 mobile access.

Your registration may be accepted or declined by our Licensor and/or us based on specific criteria. If you do not agree to the terms and conditions of this Agreement, do not use the Application. If you do not accept and agree to all of the terms, you will not be entitled to use the Application. You can review, download and print the most current version of this Agreement at any time at <https://www.thriventcu.com/disclosures/>. You should print a paper copy of this Agreement and retain a copy for your records.



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Accepting the Agreement:

BY CLICKING TO ACCEPT OR AGREE TO THE AGREEMENT, WHERE THIS OPTION IS MADE AVAILABLE TO YOU BY US IN THE APPLICATION, OR BY USING THE APPLICATION, YOU EXPRESSLY (a) ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS OF THE AGREEMENT AND ARE ELIGIBLE FOR THE SERVICES (b) AGREE AND CONSENT TO THE AGREEMENT (c) REPRESENT AND WARRANT THAT: (i) IF YOU ARE AGREEING TO THE AGREEMENT ON BEHALF OF A BUSINESS ENTITY OR ANOTHER INDIVIDUAL, ARE AUTHORIZED TO BIND SUCH ENTITY OR SUCH INDIVIDUAL, AND (ii) YOU AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY; AND (d) AGREE TO BE LIABLE FOR ANY NONCOMPLIANCE WITH THE AGREEMENT. IF YOU DO NOT AGREE TO ANY OF THE TERMS OF THE AGREEMENT, DO NOT CLICK THE ACCEPTANCE BUTTON, IF APPLICABLE AND DO NOT ACCESS OR USE THE APPLICATION OR SERVICES.

Licensor is an intended third-party beneficiary of this Agreement. Although Licensor and Credit Union have taken all the reasonable care to ensure that the information provided through the Application is accurate, Licensor and Credit Union give no warranties of any kind, express or implied, with regard to the accuracy, timeliness or completeness of such information.

- 2. Availability:** Licensor and Credit Union may for any valid reason, alter the contents of, suspend, or terminate access to the Application. Availability may be suspended for brief periods of time for purpose of maintenance, updating and revising the Application. We do not specifically warrant that the Application will be available at all times. During times when the Application is not available, you may be able to obtain information about your Account by calling us at 1-866-565-6161, using one of our automated teller machines, or visiting a Credit Union branch location in your area during normal business hours. You agree that Licensor and Credit Union shall not be liable to you or any third party for any losses arising from any modification, suspension, or discontinuance of the Application. We do not guarantee functionality of the Application on all mobile devices, on all communication networks, in all geographic regions, or at all times. We make no representation that any content or use of the Application is available for use in locations outside of the United States. Accessing the Application 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 Application or any of its functions or services. We reserve the right to refuse to make any transaction that you request through the Application.

- 3. Modifications:** Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement or add, reduce, discontinue or modify the Application (or any of the Services that we provide through the Application) from time to time. This may include adding new or different terms to, or removing terms from, this Agreement. This Agreement will be updated on the effective date of such modifications, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated an earlier time. You will be notified as soon as possible when any changes are made which materially

affect your rights, such as changes regarding how your information is maintained or used, or significant changes to the terms of this Agreement. By continuing to use the Application after we provide you notice of any change, you agree to the change. By using the Services when they become available, you agree to be bound by the rules that will be made available to you concerning the Services. If we choose to discontinue the Application, we will provide you with reasonable notice. Changes to fees or terms applicable to your Account or Services are governed by the Account Documentation otherwise governing each Account or Service.

- 4. Hardware and Software Requirements:** You understand you must, and hereby agree, at your sole cost and expense, to use a Mobile Device and software that meets all technical requirements for the proper delivery of the Application



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and Services and that fulfills your obligation to obtain and maintain secure access to the Application. “Mobile Device” means a cellular telephone or similar wireless communication device, including, but not limited to, a tablet or similar device, onto which you have downloaded software or a mobile application provided by us for the purpose of accessing the Services. A “Mobile Device” may also include a cellular telephone, tablet or similar wireless communication device that is capable of accessing the Services. We make no warranties that your equipment or third-party software is or will continue to be compatible with the use of the Application or Services.

You understand and agree you may also incur, and shall pay, any and all expenses related to the use of the Application, including, but not limited to, wireless carrier service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Application. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Application and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements to your Mobile Device or software. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using your Mobile Device, electronic mail or the Internet. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device, or failures of or interruptions in any electrical, wireless carrier or Internet services.

**5. Use of Your Security Information:** You are responsible for keeping your Password and User ID (“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 your Mobile Device to access the Application, including compliance with any other security procedures and protocols we may require from time to time. 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 Mobile Device unattended while you are in the Application and log off immediately at the completion of each Application 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 website at [Thrivent Federal Credit Union | Login \(thrivencuonlinebanking.com\)](https://thrivencuonlinebanking.com) or by contacting us at 866-565-6161.

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 Credit Union’s website at [Thrivent Federal Credit Union | Login \(thrivencuonlinebanking.com\)](https://thrivencuonlinebanking.com) to change your Password.

**6. Application Services:** The Application is offered as a convenience and supplemental service to our services available on the Credit Union’s credit cardholder website. It is not intended to replace access to the Services from your personal computer or other methods you use for managing your Account with us. Many services that are described in this Agreement or available through the Credit Union’s credit cardholder website will be available through the Application. Such services will be subject to the same terms and limitations described in your Account Documentation. However, not all services are available through the Application. You may determine which services are available for Mobile Devices at any time by logging into the Application.



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- 7. Ownership:** You acknowledge and agree that the licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation (except this Agreement and any other documentation provided by the Credit Union (“Credit Union Documentation”) in which the Credit Union owns all right, title and interest), and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the “Application”). You may not use the Application unless you have first accepted the terms of this Agreement.
- 8. License:** Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Application (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of the Application. This is not a sale of the Application. All rights not expressly granted to you by the Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Application. This license may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Application in your possession or control.
- 9. Restrictions:** You shall not: (i) modify, revise or create any derivative works of the Application or the Credit Union Documentation; (ii) decompile; reverse engineer or otherwise attempt to derive the source code for the Application; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Application; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Application or the Credit Union Documentation, including, but not limited to, any trademark, logo or copyright.
- 10. Updates:** The terms of this Agreement will govern any updates that replace and/or supplement the original Application unless such update is accompanied by a separate license in which case the terms of that license will govern. We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades, to the Application. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Application. You also agree that you may have to enter into a renewed version of this Agreement if you want to download, install, or use a new version of the Application.

We reserve the right to modify or discontinue, temporarily or permanently, the Application or Services with or without notice to you. Such modifications may include establishing or changing limits concerning use of the Services, temporarily or permanently, including any features, licensing terms, or other characteristics of any version of the Services that it releases. We reserve the right to make any such changes effective immediately to maintain the security of the system or Login Credentials or to comply with any Laws. You may reject changes by discontinuing use of the Application or Services to which such changes relate. Your continued use of the Application will constitute your acceptance of and agreement with such changes. User access and use of the Application or Services may be interrupted from time to time, including due to the malfunction of equipment, periodic updating, maintenance or repair of the Application or other actions that Credit Union or Licensor, in their sole discretion, may elect to take. We will not be liable to you or any third party, if for any reason all or any part of the Services is unavailable at any time, for any period, or for any reason. Therefore, you are advised not to rely on the Service's availability to conduct any time sensitive business.

- 11. Consent to Use of Data:** You agree that the Licensor and Credit Union may collect and use technical data and related information, including but not limited to technical information about your device, system, operating software and version, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other information (if any) related to the Application. Licensor and Credit Union may use this information to improve its products, provide the Application and technologies, and for Application support, billing, and reporting purposes.



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- 12. Disclaimer of Warranty:** THE APPLICATION AND RELATED DOCUMENTATION IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW. NO WARRANTY IS PROVIDED THAT THE APPLICATION WILL BE FREE FROM DEFECT OR VIRUSES OR THAT OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED. WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZED SETTINGS. YOUR USE OF THE APPLICATION AND ANY MATERIAL OR APPLICATION DOWNLOADED OR OTHERWISE OBTAINED VIA THE APPLICATION IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
- 13. Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR OR ITS AFFILIATES OR CREDIT UNION BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE APPLICATION, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LICENSOR'S AND CREDIT UNION'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE APPLICATION SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. 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. EXCEPT WHEN APPLICABLE LAW PROVIDES OTHERWISE, WE WILL NOT BE LIABLE FOR ANY LOSS OR LIABILITY RESULTING FROM ANY FAILURE OF YOUR MOBILE DEVICE, 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 APPLICATION OR YOUR ACCOUNT.
- 14. Indemnification:** You agree to indemnify, defend and hold harmless the Credit Union and Licensor 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 Application, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Agreement or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity.
- 15. Export Restrictions:** You may not use or otherwise export or re-export the Application except as authorized by United States law and the laws of the jurisdiction in which the Application was obtained. In particular, but without limitation, the Application may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Application for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons. You further warrant and represent that you will not use the Application in any manner that could damage, disable, overburden, or impair the Application or interfere with any other party's use and enjoyment of the Application. You may not obtain or use the Application to obtain any materials or information through any means not intentionally made available or provided for through the



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Application. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

- 16. Local Legal Restrictions:** This Application 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. The Application is not available to residents in any country where the use of such Application would be contrary to local law or regulation. It is your responsibility to inform yourself about and observe any relevant local restrictions.

You also acknowledge that the Application 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.

- 17. Copyright and Trademarks:** The contents of material available through this Application are copyrighted by Licensor and Credit Union unless otherwise indicated. Copyright is not claimed as to any part of 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 Licensor and Credit Union and content may not be reproduced, downloaded, disseminated, published, or transferred in any form by any means, except with the prior written permission of Licensor and Credit Union. Copyright infringement is a violation of federal law subject to criminal and civil penalties.

You are permitted to use content delivered to you through the Application and Services only in connection with the Application and Services. You are only permitted to use any of the foregoing as expressly authorized by this Agreement. Thrivent Federal Credit Union, and all other names, logos, icons, and marks identifying the Credit Union's products and services are trademarks of Thrivent Financial and may not be used without the Credit Union's and Thrivent Financials 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.

- 18. Mobile E-mail:** Messages sent over mobile devices cannot be guaranteed to be completely secure as they are subject to possible interception or loss or possible alteration. Licensor and Credit Union are 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 Credit Union or any message sent by Credit Union to you through the Application.

- 19. Your Information:** By submitting your personal information to us through this Application, you specifically confirm that you have read, understood and agreed to Licensor and Credit Union obtaining, processing, and disclosing personal and financial information relating to you solely for the purposes detailed in accordance with Credit Union's Privacy Policy and in this Agreement. Subject to the Credit Union's Privacy Policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to us for the purpose of providing the Application and Services, and you hereby give Thrivent Federal Credit Union a license to do so. All information gathered from you in connection with using the Application and Services will be governed by the provisions of your other Account Documentation governing your Account(s) and the Credit Union's Privacy Notice that was previously provided to you in connection with your Account(s). 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>.

You grant to us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Application by you, including your account numbers, name, date, account



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amount, and endorsements solely for the purpose of providing the Application and Services. This license shall survive termination of this Agreement for such period as necessary for us to provide the Services, comply with the law, or comply with an internal guidelines or procedures.

**20. Ownership, Control and Access to your Account:** For an Account owned by more than one person, each owner individually has the right to provide 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 this Agreement 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, 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(s) 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(s) 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 Application 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 Application 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 Application, you represent and warrant to us that your action is authorized by the appointing account owner.

## 21. Miscellaneous:

### a. Entire Agreement; Severability.

Together with other applicable Account Documentation, this Agreement constitutes the entire agreement between you and the Credit Union and supersedes all previous and contemporaneous written or oral



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agreements and understandings concerning the subject matter hereof. Any term or condition contained in this Agreement which is inconsistent with the laws governing the Services or this Application will be deemed to

have been modified by us and applied in a manner consistent with such laws. If any provision of this Agreement 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 this Agreement or affecting the validity or enforceability of such provision in any other action or jurisdiction.

### b. Governing Law and Venue.

This Agreement 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 this Agreement are subject to the exclusive jurisdiction of the state and federal courts of Wisconsin and the parties expressly consent to jurisdiction and venue thereof and therein. If a dispute arise between us with respect to this Agreement, its enforcement or our Services or Application, 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.

### c. English Language.

The parties confirm that this Agreement 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.

### d. Notices and Communications.

#### i. Account Related Information.

Except as expressly provided otherwise in this Agreement, you agree that we may provide you notices and other information regarding your Account, the Services and this Application (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 Services (in the case of email or text, to the email address or phone number you provided when registering for the Services). 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 you signed up to receive automated credit card alerts on your Account(s) you may opt out of receiving these alerts by changing your notifications preferences within the Credit Union's Credit Card Holder website at: [Thrivent Federal Credit Union | Login \(thrivencuonlinebanking.com\)](#).

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





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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.

ii. **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 Application 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.

iii. **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 Thrivent 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 Ct, Appleton, WI 54911, 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.

**22. Assignment.** We may assign this Agreement to an 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 this Agreement is related without the other party's prior written consent.

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

**24. 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



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not be construed as a bar or waiver of any rights or remedies on future occasions.

**25. Technical Support.** We have no obligation whatsoever to furnish any maintenance and support services with respect to the Application, and any such maintenance and support services provided will be provided at our discretion.

### 26. Term and Termination:

**A. Term.** The terms of this Agreement shall be effective as of the date you accept these terms 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 Application and Services under the following circumstances:

1. you do not pay any fee required by this Agreement when due; or
2. you do not comply with this Agreement, your other Account Documentation, or your accounts with us are not maintained in good standing.
3. you have breached any provision of this Agreement (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 this Agreement;
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. Licensor 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 Application or the Services brought to you by Credit Union or Licensor is, in Credit Union's sole opinion, no longer commercially viable.

When required by law, we will notify you if we terminate this Agreement or your use of the Services for any other reason.

**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 Ct  
Appleton, WI 54911

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



## Thrivent Credit Union

Thrivent Federal Credit Union  
3600 Commerce Court, Appleton, WI 54911-8580  
thriventcu.com • 866-226-5225

Notwithstanding the foregoing, we reserve the right to suspend, revoke or terminate your use of the Application 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 Application shall terminate; (ii) will cease any and all use of the Application and Services; and (iii) will remove the Application from all Mobile Devices, hard drives, networks, and other storage media in your possession or under your control.

We will not be liable for payments or transfers not cancelled or payment or transfers made through the Application 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 this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions.

**D. Reinstatement of Access.** Access to the Application and Services, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control.