



## Thrivent Credit Union

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In order to process your requested enrollment for our External Funds Transfer Service, we need your consent to deliver certain disclosures in this addendum to you electronically. As a reminder, you already agreed to receive documents electronically from us as part of your enrollment for Online and Mobile Banking by accepting our Electronic Delivery of Disclosures and Notices Consent (“E-SIGN Disclosure”). You may view our E-SIGN Disclosure at any time by visiting [www.thriventcu.com](http://www.thriventcu.com). If you do not wish to receive the disclosures in this addendum electronically, please click “My Accounts” to cancel this application.

### **Thrivent Federal Credit Union** **External Funds Transfer 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](http://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 External Funds Transfer Service made available through Online Banking and Mobile Banking. The External Funds Transfer Service is offered as a convenience and supplemental service to our Online Banking Services and our Mobile Banking Services. This Addendum (“**Addendum**”) amends and becomes part of our Online and Mobile Banking Agreement with you. The Online and Mobile Banking Agreement, this Addendum and other separate documents and disclosures relating to your Eligible Accounts 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 External Funds Transfer 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 and Mobile Banking Agreement.

With our fully interactive on-line external transfer service (“**External Funds Transfer Service**” also referred to in this Addendum as the “**Service**”), you may transfer funds to or from any of your consumer deposit Eligible Accounts with us (except Health Savings Accounts) (“**Eligible Accounts**”) to or from any other account held by you at another financial institution located in the United States (“**Other Financial Institution**”). Accounts held by you at the Other Financial Institution are referred to in this Addendum as “**External Accounts**” – assuming, of course, that the transfer is permitted by us, your Other Financial Institution and by law.

Please take a few minutes to read this Addendum. As used in this Addendum, the words “you” and “your” refer to you as the owner or Authorized Representative of the Eligible Account and user of the Service; the words “we,” “us,” “our” and any other variation thereof refer to Thrivent Federal Credit Union and our directors, officers, employees, contractors, service providers, agents or licensees. When you’re ready, click the enrollment button to start enjoying the convenience and financial security of the External Funds Transfer Service!

#### **Acceptance of Terms**

[This Addendum sets out the terms and conditions \(the “Terms”\) on which our service provider and we will provide, and you may use the Service and forms part of a legally binding agreement between you and us.](#) When you click on the enrollment button, you will complete an application to receive the External Funds Transfer Service, and you agree to accept the Terms, including any amendments to this Addendum or any changes in the Terms. Your application may be accepted or declined by our service provider and/or us based on specific criteria. If you do not agree to all of the Terms, do not accept the Terms. If you do not accept and agree to all of the Terms, you will not



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be entitled to use the Service. We reserve the right to change the Terms under which the Service is offered in our sole discretion at any time; however, we will notify you of any material change to the Terms to the extent required by law. In most cases, you will receive the notice on-line the next time you log in; however, we reserve the right to notify you by e-mail or by conventional mail, in our discretion. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Addendum, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. You can review, download and print the most current version of this Addendum anytime through our Online Banking website. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can unsubscribe by contacting us or deactivating the Service through our Online Banking website. Once your Eligible Account (s) with us has terminated for any reason, you will have no further right or access to use the External Funds Transfer Service. To use the External Funds Transfer Service, you must be at least eighteen (18) years old and be a resident of the United States.

### Information Authorization

By clicking on the enrollment button, you authorize us and our service provider to obtain such additional information as we deem reasonably necessary to ensure that you, or persons to whom you may transfer funds or request funds, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Once you are approved for the External Funds Transfer Service, we may verify the External Accounts that you add to the Service from time to time. You authorize us to validate the External Accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the External Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your External Accounts will never be less than the actual balance.

Once the test transfer is complete, we may ask you to access your External Account to tell us the amount of the test credit or debit or any additional information reported by your Other Financial Institution with this test transfer. We may also verify External Accounts through requiring the entry of information you ordinarily use to access the External Account provider's web site, or by requiring you to submit proof of ownership of the External Account.

### User Content

Subject to our 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 Service, and you hereby give us a license to do so. By submitting Content, you represent that you have the right to license such Content to us for the purposes set forth in this Addendum.

### External Accounts

You understand that in order to complete fund transfers, it is necessary for us and our service provider to access the websites and databases of the Other Financial Institutions where you hold External Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your External Accounts to



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effect such funds transfers or for any other purpose authorized by this Addendum, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit us and our service provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the External Accounts.

For as long as you are using the Service, you give to us and our service provider a limited power of attorney and appoint us and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the External Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to External Accounts, as fully to all intents and purposes as you might or could in person. Once we and/or our service provider have actual knowledge that you wish to cease using the External Funds Transfer Service as provided in this Addendum and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each External Account provider is independent of our relationship with you and your use of the External Funds Transfer Service. We will not be responsible for any acts or omissions by the Other Financial Institutions or other providers of any External Account, including without limitation any modification, interruption or discontinuance of any External Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE AND OUR SERVICE PROVIDER ARE EFFECTING, A FUNDS TRANSFER FROM OR TO ANY OF YOUR EXTERNAL ACCOUNTS, WE AND OUR SERVICE PROVIDER ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that we, and our affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

EXCEPT WHERE REQUIRED BY LAW, YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE EXTERNAL ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE EXTERNAL ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE EXTERNAL ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF EXTERNAL ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE EXTERNAL ACCOUNTS.

Not all types of Accounts and External Accounts are eligible for External Funds Transfer Service. Be sure to check with your Other Financial Institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your External Account or those imposed by applicable law.

### Privacy Policy and Confidentiality



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We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the External Funds Transfer Service, we must obtain from your certain personal information about you, your External Accounts, and your transactions (referred to herein as “**User Information**”). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

All of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent “cookies” on the browser to store any personal information. We have multiple levels of security that have been designed especially for us. You may view our security policies and Privacy Policy at any time on our Online Banking website.

### Funds Transfer Service – Description and Types of Transfers

- A. **Funds Transfer Description.** You may log into Online Banking using your Security Information to access the External Funds Transfer Service to electronically transfer funds between your Eligible Accounts and your other External Accounts with us or at Other Financial Institutions for which you have provided the necessary information to us.
  
- B. **Funds Transfer Instructions.** Using the External Funds Transfer Service, you authorize us to follow your transfer instructions and to make funds transfers through electronic means or any other means that we determine are appropriate.
  - 1. Transfers to your Eligible Account from your External Account at an Other Financial Institution:
    - > For a one-time transfer, we will deduct the funds from your External Account at the Other Financial Institution on the date that you schedule the transfer to be sent (“Transfer on” date) or within 2 Business Days thereafter.
    - > For a recurring transfer, we will deduct the funds from your External Account at the Other Financial Institution on that start date (“start date”) or within 2 Business Days thereafter; we will continue to deduct funds from this External Account for subsequent transfers, using the start date as a reference point.
    - > Funds Availability: When you transfer funds from an External Account at an Other Financial Institution to your Eligible Account, the funds will be available for use the day the funds post to your Eligible Account.
    - > There must be adequate funds in your External Account at the time we attempt the deduction, or your request will not be processed.
  - 2. Transfers from your Eligible Account to your External Account at an Other Financial Institution:
    - > For a one-time transfer, we will deduct the funds from your Eligible Account on the “Transfer on” date or within 2 Business Days thereafter.



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- > For a recurring transfer, we will deduct the funds from your Eligible Account on the “start date” or within 2 Business Days thereafter; we will continue to deduct funds from this Eligible Account for subsequent transfers, using the start date as a reference point.
- > Funds availability: Once funds are transferred from your Eligible Account to an External Account at the Other Financial Institution, the availability of such funds will be at the sole discretion of the Other Financial Institution.

There must be adequate funds in your Eligible Account at the time we attempt the deduction, or your request will not be processed.

### Availability of the Services.

Some of these services may not be available at all times. We may from time to time make available additional or new features to the Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. Please ensure that you have sufficient funds to effect any funds transfers from your Accounts. We may at any time decline to effect any funds transfer that we believe may violate applicable law.

### Limitation - Frequency of Transfers

We do not limit the number of funds transfers you may make using the External Funds Transfer Service; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing your applicable Eligible Accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Service.

### Limitations - Dollar Amount of Transfers

In any 1 Business Day, the total aggregate amount of all funds transfers from External Accounts to Eligible Accounts and to External Accounts from Eligible Accounts shall not exceed \$5,000.00 using the External Funds Transfer Service. You may not make funds transfers in excess of the limits described for the Service. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see “**Suspension and Reinstatement of Funds Transfer Service**” below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

### Processing Time

**We will begin processing a transfer request on the same Business Day as the request only if we receive the request prior to 6:00 p.m. Central time. Requests received on a non-Business Day or after such cut off time will be processed on the next Business Day. Transfers subject to the Rules of the Accounts.**

Additionally, all funds transfers are subject to the rules and regulations governing the relevant External Accounts of the Other Financial Institutions. You agree not to effect any funds transfers from or to an External Account that are



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not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

### Rejection of Transfers

We reserve the right to decline to effect any funds transfer, to submit funds transfer instructions or orders, or to carry out change or cancellation requests.

### Stop Pays; Edits

If you schedule a funds transfer using the External Funds Transfer Service, you may delete or edit the transfer request until 6:00 p.m. Central time on the scheduled "Transfer on" date or "start date", as defined above. Any deletions or edits of scheduled transfers using the External Funds Transfer Service must be conducted through our Online Banking website.

### Authorization

You authorize us to select any means to execute your funds transfer instructions. You understand that to execute your funds transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules, we debit or credit, as applicable, one of your Eligible Accounts and credit or debit, as applicable, another of your External Accounts. You understand and agree that the processing of your funds transfer instruction and the debiting of your Eligible Account may occur as early as the payment date specified by you, even though delivery of the funds transfer may not be completed until a future date. You authorize us to debit your Eligible Account for the amount of any such transfer request plus any related fees in effect at the time you initiate the transfer request, which may result in you incurring an overdraft and overdraft charge if you do not have sufficient funds in your Eligible Account to process the funds transfer instruction.

Once your Eligible Account or External Account, as applicable, has been debited, we credit our service provider's transfer account at the service provider's clearing bank. After our service provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between 3-4 banking days), our service provider will credit your External Account or your Eligible Account, as applicable. The sole purpose for our service provider's transfer account is to complete your funds transfer requests and performing the services within the scope of this Addendum. The service provider earns no interest on the funds in the transfer account. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize our service provider to collect from the External Account or Eligible Account, as applicable, to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited or debited Eligible Account or External Account, as applicable, in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the External Account.

In the event that a debit to any of your Eligible Accounts or External Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you hereby authorize us, to



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debit any of your other Eligible Accounts with us to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable Eligible Account in accordance with this Addendum (see “**Documentation**,” below).

### Fees

You understand and agree that we may from time to time impose charges in connection with your funds transfer transactions using the External Funds Transfer Service. We will notify you of such fee in advance of the transaction. Such fees will also be disclosed to you in your Account Documentation and/or on our Online Banking website. If you choose to proceed with the transaction, you authorize us to debit your Eligible Account in the amount indicated.

### Suspension and Reinstatement of Funds Transfer Service

In the event that we at any time incur a problem with your use of the Service, including without limitation a fail in attempting to debit any of your Eligible Accounts or External Accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Addendum or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Addendum. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, we in our sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see “**Dollar Amount of Transfers**” below).

### Documentation

You may access a statement of all funds transfers effected or pending at any time by clicking on the Activity tab within the External Funds Transfer Service. If a transfer could not be completed, we and/or our service provider, upon learning that the funds transfer has failed, will make a reasonable effort to complete the transfer again. If the funds transfer fails a second time, we will notify you to contact your financial institution or other provider of the relevant External Account to learn more about the failure.

### Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that the Other Financial Institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, then without limiting other



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remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

### **Error Reporting and Claims**

In case of errors or questions about your funds transfers to or from your Eligible Accounts using the Service, please refer to the Electronic Funds Transfer Agreement and Disclosure below for instructions on how to contact us. We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of the Other Financial Institutions holding an External Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant Other Financial Institution. Any rights you may have against the Other Financial Institution for such errors, delays or other problems are subject to the terms of the agreements you have with such Other Financial Institution, including any time limits during which complaints must be made.

### **Proprietary Rights**

You acknowledge and agree that we and/or our service provider own all rights in and to the External Funds Transfer Service. You are permitted to use the Service only as expressly authorized by this Addendum. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile our and/or our service provider's External Funds Transfer Service or any of our and/or our service provider's services or technology.

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

As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Addendum or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Addendum terminates for any reason.

### **Service Changes and Discontinuation**

We may modify or discontinue the Service or your Eligible Account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your Eligible Account and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of Thrivent Federal Credit Union and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Services. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our External Funds Transfer Service.

If your Eligible Account with us has terminated for any reason, you will have no further right or access to use the Service, and we will not access your External Accounts thereafter for any reason.



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### Security Procedures

You understand that the financial institution at which an External Account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such External Account.

### Deviating from Security Procedures

You agree to allow us to authorize any financial institution at which you have an External Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to charge and debit your External Accounts based solely on these communications.

### External Account Number Policy

If funds transfer instructions identify a bank or beneficiary by name and External Account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

### Means of Transfer

You authorize us to select any means we deem suitable to provide your funds transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as CHIPS or automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period.

### Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THAT OUR EXTERNAL FUNDS TRANSFER SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS ADDENDUM OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE EXTERNAL FUNDS TRANSFER SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE EXTERNAL FUNDS TRANSFER SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE



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TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH IN THIS ADDENDUM, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EXTERNAL FUNDS TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE EXTERNAL FUNDS TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE EXTERNAL ACCOUNTS, OR THAT THE EXTERNAL FUNDS TRANSFER SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS ADDENDUM, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE EXTERNAL FUNDS TRANSFER SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE EXTERNAL ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE EXTERNAL FUNDS TRANSFER SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### Indemnification

You agree to indemnify, defend and hold harmless Thrivent Federal Credit Union, its 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, attorneys fees) arising from your use of the External Funds Transfer Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Addendum, your violation of the Terms or your infringement, or infringement by any other user of your Eligible Account(s), of any intellectual property or other right of any person or entity.

### Miscellaneous

You understand and agree that our service provider is not a bank, a broker-dealer firm, or any other kind of financial institution. You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Eligible Accounts and External Accounts linked for the purposes of the External Funds Transfer Service; and that you are rightfully authorizing us to access the External Accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Addendum, the limitations on our liability and our rights to indemnification under this Addendum are continuing and shall survive the termination of this Addendum, notwithstanding the lack of any specific reference to such survivability in these provisions. Our failure to enforce the strict performance of any provision of this Addendum will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Addendum.



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The most current version of this Addendum as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the External Funds Transfer Service. This Addendum may be amended, or any of our rights waived, only if we agree in writing to such changes, or you continue using the External Funds Transfer Service following receipt of notice of any changes proposed by us. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through the Services, at our discretion. All notices to us must be made in writing. This Addendum is personal to you and you may not assign it to anyone.

This Addendum shall take effect immediately upon the acceptance of your application for the External Funds Transfer Service by us.

### ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to consumers regarding electronic funds transfer (EFT) services. This disclosure only applies to EFT services utilized to debit or credit an Eligible Account established with us primarily for personal, family or household purposes ("Consumer Accounts"). These disclosures and the protections contained here do not apply to non-Consumer Accounts or External Accounts not established with us.

**TERMS AND CONDITIONS.** The following provisions govern the use of electronic fund transfer (EFT) services through Consumer Accounts. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**ELECTRONIC FUND TRANSFER SERVICES PROVIDED.** You may use our External Funds Transfer Service to initiate EFTs to or from your Consumer Accounts.

**LIMITATIONS ON TRANSACTIONS.** The terms of your Consumer Account(s) and the External Funds Transfer Service may limit the dollar amount and frequency of EFTs to and from your Consumer Accounts. Such limitations, if any, were disclosed to you at the time you opened your Consumer Account(s) or as described in this Addendum. We reserve the right to impose further limitations for security purposes at any time.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** None.

### NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any EFT services described in this document creates certain rights and responsibilities regarding these services as described below.

**PERIODIC STATEMENTS.** If your Consumer Account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your Consumer Account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ACCOUNT



Insured by NCUA.

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Please contact us at 866-226-5225 with respect to errors in, or questions about, transfers to or from your Consumer Accounts. Refer to your Account Documentation for a description of how errors and questions on funds transfers are processed. To contact us by mail, please use the following address:

Thrivent Federal Credit Union  
PO BOX 8920  
Appleton, WI 54912-8920

### **YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT**

If you believe your Security Information has been lost or stolen, call us at:

866-226-5225 (regular business hours)

or write to:

Thrivent Federal Credit Union  
PO BOX 8920  
Appleton, WI 54912-8920

Thrivent Federal Credit Union's regular business hours are Monday - Friday 7 a.m. - 6 p.m.

You should also call the number or write to the address listed above if you believe a transfer has been made using your Security Information without your permission.

### **LIABILITIES AND RESPONSIBILITIES**

You agree to notify us AT ONCE if you believe your Security Information has been lost or stolen, or if you believe that a transfer has been made without your permission using your Security Information. Telephoning us promptly is the best way to protect you from possible losses. If you never tell us, you could lose all of the money in your Consumer Account. However, if you tell us within 2 Business Days after your Security Information was lost or stolen, you can lose no more than \$50 if someone used your Security Information without your permission. If you do not tell us within 2 Business Days after you learn of the loss or theft of your Security Information, and we can prove we could have stopped someone from using your Security Information without your permission if you had told us, you could lose as much as \$500.

If your periodic statement shows transfers you did not make, including those made by use of your Security Information, tell us AT ONCE. If you do not tell us within sixty (60) days after the periodic statement was transmitted to you, you may not receive back any of the money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time period for a reasonable time.

### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS**

In case of errors or questions about your electronic fund transfers,

call us at:

866-226-5225

or write to:

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PO Box 8920  
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or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Thrivent Federal Credit Union no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error and the date on which it occurred.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) Business Days (twenty (20) Business Days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your account.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

### **LIABILITY FOR FAILURE TO COMPLETE TRANSACTION**

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Eligible Account or External Account or if we cause funds from an Eligible Account or External Account to be transferred to any account other than the Eligible Account or the External Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Eligible Account or intended External Account. Except as otherwise required by law, we shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of ours hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Eligible Accounts and your External Accounts to make any funds transfer you request that we make on your behalf through the External Funds Transfer Service.

If we do not complete a transfer to or from your Consumer Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:



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- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- You have exceeded or will exceed your daily transaction limit for a particular Online or Mobile Banking service, in which case we have the right to process payments or transfers in any order that we determine in our sole discretion is appropriate
- If we have terminated our agreement with you
- When your Security Information has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- If you fail to follow an Other Financial Institution's payment requirements;
- The Online or Mobile Banking services, our equipment, the software, or communications link is not working properly;
- The Other Financial Institution refuses or is unable to accept a payment;
- You have not provided us with the correct name(s), address(es) or account information for External Accounts;
- Your subscription to Online or Mobile Banking or the External Funds Transfer Service has been terminated for any reason;
- For circumstances beyond our control, including, but not limited to, fire, flood or interference from an outside force, that prevent the proper execution of the transaction;
- The transfer of your funds is restricted by legal process or holds;
- Any other exceptions stated in the Addendum or related agreements or rules for share accounts and funds availability policies.

There may be other exceptions provided by applicable law.

### DISCLOSURE OF ACCOUNT INFORMATION

We will disclose information to third parties about your account or electronic fund transfers made to your account:

- Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- With your consent; or
- To our affiliated companies.

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