

Thrivent Federal Credit Union PO Box 8920, Appleton, WI 54912-8920 thriventcu.com • 866-226-5225

THRIVENT FEDERAL CREDIT UNION ONLINE AND MOBILE BANKING AGREEMENT

This Online and Mobile Banking Agreement ("Agreement") describes your rights and obligations as a user of the Electronic Banking Services made available to you through Online Banking and Mobile Banking. It also describes the rights and obligations of Thrivent Federal Credit Union as the provider of the Electronic Banking Services. Please read this Agreement carefully. When you click on the enrollment button, you will complete your registration to receive the Electronic Banking Services, and you accept and agree to comply with the terms and conditions of this Agreement, including any amendments and supplements to this Agreement or any changes thereto. Your registration may be accepted or declined by our service provider and/or us based on specific criteria. If you do not agree to the terms and conditions of this Agreement, do not click on the enrollment button. If you do not accept and agree to all of the terms, you will not be entitled to use the Electronic Banking Services. You can review, download and print the most current version of this Agreement at any time at www.thriventcu.com. You should print a paper copy of this Agreement and retain a copy for your records.

Definitions

The following definitions apply in this Agreement:

- "Account Documentation" means any other agreements, documents and disclosures relating to your Eligible Account(s) with us or our Electronic Banking Services, including without limitation our Membership Account Agreement and Funds Availability Policies.
- "Authorized Representative" refers to a person with authority to take action or make decisions on behalf
 of the owner of an Eligible Account, including, but not limited to, any person to whom you disclose your
 Security Information or provide access to your Security Information or your Eligible Account(s) through
 Online Banking or Mobile Banking.
- 3. "Bill Payment" is the online and mobile service that enables the scheduling of bill payments using a personal device.
- 4. "Business Day" means any day Monday through Friday and excludes Federal holidays and weekends.
- 5. "Electronic Banking Service" means each of the products and services we or our service providers offer that you may use, access or enroll in through Online Banking and/or Mobile Banking using the Internet, a website, email, a mobile device, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), as further described herein.
- 6. **"Eligible Account"** means each account you own with us from which you are eligible to conduct transactions using an Electronic Banking Service.
- 7. "ISP" refers to your Internet Service Provider.
- 8. **"Mobile Banking"** means any Electronic Banking Service that we provide, and that you subscribe to, enabling you to obtain Eligible Account information or initiate transactions to or from your Eligible Accounts through your Mobile Device.



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- 9. "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 ("Software") for the purpose of accessing Mobile Banking. A "Mobile Device" may also include a cellular telephone, tablet or similar wireless communication device that is capable of conducting banking transactions through SMS text messaging or by accessing Mobile Banking using a mobile browser.
- 10. "Online Banking" refers to the Online Banking website and web pages accessible through www.thriventcu.com that may be used to access your Eligible Accounts and the Electronic Banking Services online.
- 11. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to our Electronic Banking Services.
- 12. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Eligible Account.
- 13. "User ID" is the Credit Union-generated identification code assigned to you for your connection to our Electronic Banking Services.
- 14. "We", "us", or "Credit Union" refer to Thrivent Federal Credit Union which offers the Electronic Banking Services and which holds the accounts accessed by the Electronic Banking Services, and any of its affiliates or direct or indirect subsidiaries, when any of them have established an Eligible Account or provided an Electronic Banking Service. Any reference to "Thrivent Federal Credit Union" in this Agreement includes any directors, officers, employees, contractors, service providers, agents or licensees of Thrivent Federal Credit Union.
- 15. **"You"** or **"your"** means, as applicable, each owner or Authorized Representative of an Eligible Account. "You" and "your" mean the person enrolling in Online and Mobile Banking and thereby agreeing to this Agreement, both on your behalf and, if applicable, on behalf any joint owner or of your business as its authorized representative(s).

I. ELECTRONIC DELIVERY OF DISCLOSURES AND NOTICES CONSENT

As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts using our Electronic Banking Services. Our goal is to provide you with as many options as possible for receiving your account documents. We are required by law to give you certain information "in writing" in connection with our Electronic Banking Services – which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use Electronic Communications in our relationship with you. By enrolling for Online and Mobile Banking, you are acknowledging that you have reviewed, read and agree to this **ELECTRONIC DELIVERY OF DISCLOSURES AND NOTICES CONSENT**. You are further confirming that you have the hardware and software described below, that you are able to receive and review Electronic Communications in the manner we have described below, and that any email address or mobile phone number(s) you have provided to us are active and valid. You are also confirming



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that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, Authorized Representatives, delegates, and/or service users identified with your Thrivent Products.

In this disclosure and consent:

"Thrivent Product" means each and every account, product or service we offer that you apply for, own, use, administer or access, either now or in the future, as part of our Electronic Banking Services.

"Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information that we are required by federal and state law to provide to you in writing absent your consent to receive such communications from us electronically. For avoidance of doubt, such "Communications" do not include periodic statements unless you have affirmatively opted-in to receiving E-Statements through our Online Banking website.

- A. Your consent to use Electronic Communications; Choosing to receive Communications electronically or in writing. In our sole discretion, the Communications we provide to you, or that you agree to at our request, may be in electronic form ("Electronic Communications"). These Communications, include, but are not limited to:
 - This Electronic Delivery of Disclosures and Notices Consent and any subsequent amendments;
 - Our Online and Mobile Banking Agreement, other service or user agreements for online or mobile access to our Electronic Banking Services or Thrivent Products accessible solely through our Electronic Banking Services, and all amendments or addendums to any of these agreements;
 - All of the Communications related to any Thrivent Product;
 - All of the disclosures and notices we are required to provide to you concerning your Thrivent Products
 or your membership with us, including our privacy policy, and notices and ballots in connection with
 annual or special membership meetings;
 - Any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft fees, over limit fees, and returned item fees;
 - Any customer service communications, including, without limitation, communications with respect to claims of error or unauthorized use of the Thrivent Products or Electronic Banking Services;
 - Notices of amendments to any of your agreements with us; and
 - Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion, in connection with your Thrivent Products or our Electronic Banking Services.

Electronic Communications may be delivered to you in a variety of ways. Electronic Communications may be posted on the pages of the Online Banking website or other website disclosed to you and/or delivered to the email address you provide. An Electronic Communication sent by email is considered to be sent at the time that it is directed by our email server to the appropriate email address, whether or not you received the email. An Electronic Communication made by posting to the pages of our Online Banking website is considered to be sent at the time it is posted and made available for viewing. You agree that these are reasonable procedures for sending and receiving electronic communications.

In some cases, you will be able to choose whether to receive certain Communications electronically, or on paper, or both. We will provide you with instructions on how to make those choices when they are available.



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We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

- B. Your option to receive paper copies. If we provide Electronic Communications to you, and you want a paper copy, please contact us at 866-226-5225. Upon request, paper copies will be mailed to you. There may be a fee associated with requests for paper copies of periodic statements. Please refer to the agreement for the applicable Thrivent Product or Electronic Banking Service for any fee that may apply for paper copies.
- C. Your consent covers all Thrivent Products. Your consent covers all Communications relating to any Thrivent Product and Electronic Banking Service. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Thrivent Product or Electronic Banking Service from us. When you do, we may remind you that you have already given us your consent to use Electronic Communications. If you decide not to use Electronic Communications in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other Thrivent Product or Electronic Banking Service.

- D. You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal. You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:
 - your access to our Electronic Banking Services, including Online Banking and Mobile Banking, and
 - your ability to use certain Thrivent Products.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. If you are receiving Eligible Account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific Thrivent Product, if you withdraw consent, we may charge higher or additional fees for that product or for services related to it. Please refer to the agreement for the applicable Thrivent Product for any fee that may apply.

To withdraw your consent:

 You must contact us at <u>866-226-5225</u> or write to us at Thrivent Federal Credit Union, attn: Account Services, PO Box 8920, Appleton, WI 54912-8920.

Along with your withdrawal request, you must provide your name, mailing address, daytime telephone number, and a description of the accounts for which you are withdrawing your consent.

E. 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). You may change the email address we have on record for you within the Online



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Banking website. You may change the mobile phone number(s) we have on record for you by going to the settings page within the Online Banking website for each Thrivent Product you have linked to that number. There may be other, special Thrivent Products for which we provide separate instructions to update your email or other mobile phone number(s).

- F. **Hardware and software you will need.** You also confirm that your computer or electronic device meets the specifications and requirements listed below, and permit you to access and retain the disclosures and notices electronically:
 - An internet browser that supports 128-bit encryption.
 - An email account and email software capable of reading and responding to your email.
 - A personal computer, operating system and telecommunications connections to the Internet capable
 of supporting the foregoing that meets our system requirements, as may be set out on our website
 - Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
 - A printer that is capable of printing from your browser and email software.
- G. Changes to hardware or software requirements. If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Banking Services after receiving notice of the change is reaffirmation of your consent.

II. Credit Report Authorization

By enrolling in Online and Mobile Banking, you understand and acknowledge that we may obtain a copy of your credit report from one or more consumer reporting agencies to assist with evaluating your financial readiness for the accounts and services you request. In addition, by enrolling, you authorize us to use your credit report for the following purposes:

- (a) To review your report with you to confirm the report's accuracy and determine whether there may be actions you can take that might improve your credit score; and
- (b) To determine whether we might be able to offer you accounts, products or services with more favorable interest rates, lower payments or other more advantageous terms than accounts, products or services you currently have.

You understand that we cannot make any guarantee that you will be able to improve your credit score or qualify for any credit union accounts, products or services.

You may notify us at any time that you do not want us to use your credit report for purposes of (a) and (b) above by contacting us at 866-226-5225.

III. What this Agreement Covers. Your use of our Electronic Banking Services is governed by the terms contained herein and the following, which are considered part of this Agreement: (i) the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using any of our Electronic Banking Services; (ii) our rules, procedures and policies, as amended from time to time, that apply to any of our Electronic Banking Services, each Eligible Account, and each Electronic Banking Service; and (iii) state and federal laws and regulations, as applicable. Each of your Eligible Accounts and Electronic Banking Services will also continue to be subject to any other Account Documentation that applies to it, and you and we agree to be bound by and



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comply with the terms of such other Account Documentation.

You should review other Account Documentation including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying such 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 Eligible Account or Electronic Banking Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding Electronic Banking Services or features that appear in the specific Account Documentation for your Eligible Account or Electronic Banking Service, 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 or mobile access to an Eligible 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 or mobile access.

IV. Ownership, Control and Access to Accounts.

- A. For Eligible Account(s) 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 Eligible Accounts. 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 Eligible Accounts and Electronic Banking Services for more details.
- B. 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 Eligible Account constitutes an Authorized Representative appointment by all other account owners of that Account.
- C. You acknowledge and agree that all transactions an Authorized Representative or joint owner performs on an Eligible Account, including those you did not want or intend, are for all purposes transactions authorized by you. The account owner(s) of the Eligible 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 Eligible Account(s) using your own Security Information, you must change your Password within our Online Banking website 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 Eligible Account(s) using our Electronic Banking Services, 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.
- D. If you authorize an Authorized Representative to initiate fund transfers or other transactions on an Account, then you are also agreeing that for purposes of such transactions initiated through Online Banking or Mobile Banking, the Authorized Representative is an "authorized signer" on the Account, subject to the terms of



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the Account Documentation for your applicable Account. In addition, if you make a person an offline authorized signer on an Account, and that authorized signer enrolls in Online Banking and/or Mobile Banking on your behalf, we may treat that authorized signer as an Authorized Representative for purposes of this Agreement.

- E. 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 Online Banking and/or Mobile Banking. 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 Eligible Account(s) at any time without prior notice.
- F. If you are appointed as an Authorized Representative on an Eligible 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 Eligible Account through Online Banking or Mobile Banking, you represent and warrant to us that your action is authorized by the appointing account owner.

V. Access to Electronic Banking Services

- A. System Availability. The Credit Union will provide instructions on how to use the Electronic Banking Services. You may access your Eligible Accounts through Online Banking using your Internet-enabled device, your ISP, your Password and your User ID. You may access your Eligible Accounts through Mobile Banking using an Internet-enabled Mobile Device that supports 128-bit encryption, your Password and your User ID. To use Mobile Banking, you must download our Mobile Banking software. Online Banking and Mobile Banking can be accessed using the same security credentials (User ID and Password). We undertake no obligation to monitor transactions through Online Banking or Mobile Banking to determine that they are made on behalf of the Account owner. You will generally be able to access your Eligible Accounts through Online Banking and Mobile Banking 24 hours a day, seven (7) days a week. However, availability of the Electronic Banking Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software. We do not specifically warrant that our Electronic Banking Services will be available at all times. During times when our Electronic Banking Services are not available, you may be able to obtain information about your Eligible Accounts by calling us at 866-226-5225, using one of our automated teller machines, or visiting a Credit Union branch location in your area during normal business hours.
- B. **Cut-Off Time for Funds Transfers.** The transfer of funds initiated through Online Banking and Mobile Banking from one of your Eligible Accounts to another of your Eligible Accounts (each an "Internal Transfer" and collectively, "Internal Transfers") will generally occur at the time that the Internal Transfer is requested and the transferred funds will be available at that time, subject to system availability. Transfers of funds using our Bill Payment or External Funds Transfer Services are subject to the cut-off times described in the terms for these services. If a payment or transfer is not initiated in accordance with the cut-off times applicable to each Electronic Banking Service, we will not begin processing the payment or transfer until the following Business Day.

NOTE: If you have made deposits or requested internal funds transfers to be credited to an Eligible Account on a date a payment is scheduled to be processed using one of our Electronic Banking Services, please



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be advised that your payment may be processed and funds may be debited from your Eligible Account prior to deposits or internal transfers being credited to your Eligible Account. This may affect the total amount of overdraft fees that may be charged to your Eligible Account pursuant to the terms of your Account Agreement. You may avoid these charges by making deposits or requesting internal funds transfers to be credited to your Eligible Account prior to the date a payment is scheduled to be processed using one of our Electronic Banking Services.

- C. **Authorization to Transfer Funds.** You expressly authorize us to debit the appropriate Eligible Account in the amount of any funds transfer initiated through our Electronic Banking Services. You agree that we may treat any such funds transfer from an Eligible Account the same as a duly executed written withdrawal, transfer, check or loan advance and that we may treat any such funds transfer to an Eligible Account the same as a deposit or loan payment, all in accordance with the terms of this Agreement and the Account Documentation governing your Eligible Account(s).
- D. Funds Transfers. You authorize us to select any means we deem suitable to provide electronic funds transfers initiated by you using the Electronic Banking Services. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. Funds transfers to or from your Eligible Account(s) will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, Fedwire, the National Automated Clearing House Association, and any regional association (each an "ACH"). The terms of this Agreement are in addition to, and not in place of, any other agreements you have with us regarding electronic funds transfers.
- E. **Funds Availability.** With regard to all Electronic Banking Services transfers, you are responsible for having sufficient and available funds on deposit to make the transfers or payments requested. In our sole discretion, we may refuse to process any transaction that exceeds any limitation set forth in this Agreement. We may deduct payments or transfers from your designated account in connection with any Electronic Banking Services, even if such deduction creates an overdraft. You are liable for all overdraft fees. We reserve the right, and you hereby authorize us, to debit any of your other accounts at Thrivent Federal Credit Union 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 account in accordance with your Account Documentation.
- F. Hardware and Software Requirements for Online Banking. You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, devices and Internet access services necessary to use Online Banking. We will not be responsible for failures from the malfunction or failure of your hardware, software, devices or any internet access services. We require your browser to be, at a minimum, 128-bit encryption enabled. Your access to Online Banking may be limited, in whole or in part, by our method of accessing Online Banking, 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 executing this Agreement you agree and acknowledge that you are solely responsible for acquiring and maintaining the computer, computer equipment, and other electronic devices necessary to access Online Banking. You also acknowledge and agree that you are responsible for all related costs associated with accessing Online Banking.



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> G. Hardware and Software Requirements for Mobile Banking. 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 Mobile Banking services and that fulfills your obligation to obtain and maintain secure access to the Mobile Banking services. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of your Mobile Device, 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 Mobile Banking. 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 Mobile Banking 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.

VI. Banking Transactions with Online Banking

A. Account Access. You may use Online Banking to access eligible checking accounts, savings accounts, money market accounts, share certificates and individual retirement accounts, as well as consumer loan accounts, certain business loan accounts, and health savings accounts you maintain with us. If you enroll in Online Banking, any such accounts on which you are named as the owner or Authorized Representative with account access will be automatically displayed to the extent such accounts can be linked to your Social Security Number or Tax Identification Number. Such accounts will be displayed without regard to who else may have an ownership interest in such accounts.

An Eligible Account can include an account held for a small business, even if the business has its own Tax Identification Number, but only if the business meets our requirements for eligibility for these Electronic Banking Services. Your personal banker can tell you if your business is eligible.

Share and loan accounts that have a common signer for withdrawals or a common borrower may be linked for access purposes. If your business is eligible for these Electronic Banking Services, the business accounts can also be linked with your personal accounts for access purposes. BE AWARE THAT ANY SIGNER ON AN ACCOUNT, ACTING ALONE, WILL BE AUTHORIZED TO ACCESS A LINKED ACCOUNT THROUGH ONLINE BANKING. YOUR ABILITY TO ACCESS ACCOUNTS ONLINE, INCLUDING CERTAIN PERSONAL ACCOUNTS THAT HAVE BEEN LINKED TO ELIGIBLE BUSINESS ACCOUNTS, MAY BE TERMINATED IF WE ARE PRESENTED WITH, AND IN GOOD FAITH RELY ON, RESOLUTIONS OR ANY OTHER DOCUMENTATION PURPORTING TO REMOVE YOU AS A SIGNER OR AUTHORIZED USER FROM ANY ELIGIBLE BUSINESS ACCOUNT.

- B. **Description of Electronic Banking Services.** Subject to the terms and conditions of this Agreement, you may use Online Banking to obtain Electronic Banking Services and perform authorized transactions in connection with your Eligible Accounts, including the following:
 - View, print and download recent balance and transaction information (in some instances, balance



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and transaction information may only reflect activity conducted through the close of the previous Business Day)

- Enroll for email and SMS text alerts (e.g., to be notified if an account reaches a certain balance)
- Transfer funds between your Eligible Accounts through our Online Banking website or by signing up for our SMS text banking service
- Make transfers to account(s) you maintain at another financial institution using our External Funds Transfer Service (available for consumer account only)
- Make payments from your deposit Eligible Accounts (must be share account, money market account or checking account) to your loan Eligible Accounts
- Advance funds out of your revolving loan Eligible Accounts to your deposit Eligible Accounts
- Originate stop payments on issued checks with respect to your Eligible Accounts
- · Reorder checks for your Eligible Accounts
- View, print and download recent Eligible Account statements (available only to customers who have signed up for E-statements through Online Banking)
- View, print and download images of recently paid checks drawn on your Eligible Accounts
- Initiate bill payments through our Bill Payment service
- Manage your personal finances through the Money Management service
- Download your account information to personal management software

To activate Eligible Account alerts, E-statements, SMS text banking, the Bill Payment service, the External Funds Transfer Service, and/or the Money Management service, you must separately enroll for each service through Online Banking. Our Mobile Banking services also allow you to access most of our Electronic Banking Services, as well as our Mobile Deposit Service. See our Online Banking website for further instructions on how to download our Mobile Banking application to enroll for our Mobile Banking services. These services may be subject to additional terms and conditions and your use of such Electronic Banking Services will constitute your acceptance to these additional terms and conditions. For additional information about these services, including any fees, terms and conditions that may apply, please click on the links for these services available through Online Banking.

- C. **Internal Transfer of Funds.** You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments between your Eligible Accounts. You may transfer funds among your checking accounts, savings accounts and money market accounts.
 - <u>NOTE</u>: Because regulations require the Credit Union to limit preauthorized transfers (including Online Banking and Mobile Banking transfers), the following limitations apply:
 - Share Savings or Money Market account. You can make no more than six (6) transfers per statement
 period by preauthorized or automatic transfer or by telephone or Online or Mobile Banking.

 Please note: If there are not sufficient funds in the account, we cannot complete this transfer. However,
 future recurring transfers will not be impacted.
- D. Additional Electronic Banking Services. The types of Electronic Banking Services we currently offer through Online Banking are detailed on our Online Banking website. New services and features may be introduced for Online Banking from time to time in our sole discretion. The Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.
- VII. Mobile Banking Services.



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- A. Mobile Banking is offered as a convenience and supplemental service to our Electronic Banking Services available through Online Banking. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts with us. Many services that are described in this Agreement or available through the Online Banking website will be available with Mobile Banking. Such services will be subject to the same terms and limitations described in your Account Documentation. However, not all Electronic Banking Services are available through Mobile Banking. You may determine which Mobile Banking services are available for Mobile Devices at any time by logging into Mobile Banking. The most up-to-date list of services that you may be able to access through Mobile Banking will also be posted on the Online Banking website.
- B. Once you enroll for Mobile Banking, designated Eligible Accounts and payees (or billers) accessible through Online Banking will also be accessible through Mobile Banking. Mobile Banking services (e.g., viewing balances, searching for transactions, viewing transactions, internal transfers, SMS text alerts and banking, and the Mobile Remote Deposit service), 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 that will be made available to you concerning these services. We may also modify, reduce or expand the geographic areas in which we offer Mobile Banking or any of its functions or services. We reserve the right to refuse to make any transaction you request through Mobile Banking.
- C. Subject to the terms and conditions of this Agreement and other Account Documentation, you may also use Mobile Banking to make mobile deposits of checks to your qualifying Eligible Accounts using our Mobile Remote Deposit service. To activate the Mobile Remote Deposit service, you must separately enroll for each service through Mobile Banking. This service is subject to additional terms and conditions, and your use of such service will constitute your acceptance to these additional terms and conditions. For additional information about this service, please click on the link for the Mobile Remote Deposit service available through Mobile Banking.
- D. We do not guarantee functionality of Mobile Banking (or any specific Software that we provide with respect to Mobile Banking) on all Mobile Devices, on all communication networks, in all geographic regions, or at all times. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will provide you with reasonable notice. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

VIII. Fees for Electronic Banking Services. There is currently no fee to enroll in Online Banking or Mobile Banking, view your Eligible Account(s) information, make internal funds transfers between your Eligible Accounts or use our Bill Payment Service, except that we will assess you a fee of \$5.00 for each Expedited Payment you request, which fee will be debited from your designated Bill Payment Account. There may be other fees associated with your Eligible Account(s) or for certain other Electronic Banking Services, such as the External Funds Transfer Service. Please refer to the Account Documentation governing your Eligible Accounts and the External Funds Transfer Service for fee information or contact us at 866-226-5225 if you have questions regarding these fees. You are responsible for any fees or other charges that your wireless carrier may charge for any data or message services related to the use of our Electronic Banking Services, including without limitation, SMS text messaging.



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IX. Viewing Account Transaction Activity and E-statements Online.

A. Account Transactions Using Electronic Banking Services.

You are responsible for accurately entering all data necessary to perform a transaction in your Eligible Account(s) and for verifying all instructions transmitted to us. You will continue to receive your regular statements for your Eligible Accounts either monthly or quarterly, depending on the type of account. Your account transactions using our Electronic Banking Services will be indicated on your monthly or quarterly statements.

B. Account Transaction Activity.

Through Online Banking or Mobile Banking, you may view the transaction activity on any of your Eligible Accounts. Such activity will be available for viewing for no less than 90 days. The transaction activity for your Eligible Accounts can also be downloaded or printed at your convenience through Online Banking.

C. Description of E-statements.

You may elect to have your periodic statements and other required disclosures accompanying your periodic statements for certain Eligible Account(s) delivered to you electronically in place of paper disclosures ("E-Statements"). You may sign up for E-statements at any time through Online Banking. If you have elected to receive E-statements, you may view your periodic statements and other disclosures that we would otherwise deliver by mail through Online Banking. Your E-statements can also be downloaded or printed at your convenience. We may, at our option, offer you additional options and preferences for the delivery of various types of communications related to your Eligible Accounts. Additional details on E-Statement enrollment are provided on the E-Statement web pages available through Online Banking.

- **X.** Use of Your Security Information. You are responsible for keeping your Password and User ID ("Security Information") and Eligible Account information confidential. You further agree to take every reasonable precaution to ensure the safety, security and integrity of such information when using a computer or your Mobile Device to access the Electronic Banking Services, 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 computer or Mobile Device unattended while you are in the Credit Union's Online Banking website or Mobile Banking and log off immediately at the completion of each Online Banking or Mobile Banking 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 email system.
 - We recommend that you change your Security Information regularly. You can change your Security Information through the Online Banking website or by contacting us at 866-226-5225.

Your use of your Security Information shall have the same effect as your signature to authorize instructions you



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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 866-226-5225 during our regular business hours. Our regular business hours are Monday - Thursday 7 a.m. - 8 p.m., Friday 7 a.m. - 6 p.m., and Saturday 8 a.m. - 1 p.m., Central time. Telephoning the Credit Union is the best way of minimizing your losses and liability. (See Electronic Funds Transfer Agreement and Disclosure). If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the Web site to change your Password.

XI. Electronic Mail (E-mail). If you send the Credit Union an e-mail message, the Credit Union will be deemed to have received it on the following Business Day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

<u>NOTE</u>: E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the secure email service provided in our Online Banking site. Use this secure form to e-mail the Credit Union regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Credit Union regarding other concerns of a confidential nature.

XII. Bill Payment Services

A. **Description of Bill Payment Service**. The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated Eligible Account ("**Bill Payment Account**") to third parties you wish to pay. Your Bill Payment Account must be a checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals ("billers").

All payments you make will be deducted from your Bill Payment Account. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States.

- B. **Manual Payments.** "Manual Payments" are payments that you enter each time you want to make a payment. You schedule the date that you want the Bill Payment Service to have the payment received by the biller ("**Estimated Receipt Date**"). The date specified is the date the payment is estimated to reach the biller. It does not guarantee the payment will be processed by the biller that day. The due date is the date reflected on your biller statement for which the payment is due. It is not the late date or grace period.
- C. **Automatic Payments.** "Automatic Payments" are sent automatically on an ongoing basis. You set up payment rules based on the frequency, amount, and timing of a payment; however, the amount of an Automatic Payment is fixed and will not fluctuate unless you manually change the amount.
- D. Processing Time. You may add, delete or edit a bill payment to be delivered via a paper check no later than 3:00 p.m. Central time at least 4 Business Days prior to the Estimated Receipt Date for such check. You may add, delete or edit a bill payment to be delivered via electronic payment no later than 3:00 p.m. Central time at least 2 Business Days prior to the Estimated Receipt Date for such electronic payment. (Remember: modification of an Automatic Payment instruction will affect all future payments associated with that payment.) The Estimated Receipt Date is not necessarily the date that your payment will be processed by the biller. You should allow at least 2 Business Days for electronic payments to process and



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4 Business Days for standard check payments to process. If a payee does not accept electronic payments, you authorize us to make payment by check. You authorize us to make payments by electronic, paper or other means that we determine is appropriate.

- E. **Scheduling Payments.** Funds must be available in your Bill Payment Account at the time each bill payment is processed. We may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.
- F. **No Duty to Monitor Payments.** The Credit Union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Credit Union will not be liable in any way for damages you incur for any of the following reasons:
 - insufficient funds in your Bill Payment Account to cover the payment on the processing date;
 - delays in mail delivery;
 - changes to the payee's address or account number unless we've been advised of the change in advance;
 - the failure of any payee to correctly account for or credit the payment in a timely manner;
 - user errors in entering the payee address, account number or payment amount; or
 - any other circumstances beyond the control of the Credit Union.

If the session during which you schedule a payment or transfer ends by 3:00 p.m. Central time, the Credit Union will be considered to have received it on that day. Otherwise, it will be considered received on the following Business Day. For all entries made using the Services, the time recorded by the Electronic Banking Service will be considered the official time of the transaction.

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your Bill Payment Account, the Bill Payment Service will automatically block future Bill Payment Service until the Bill Payment Account has sufficient funds to make the payment. The Credit Union will attempt to notify you by e-mail or U.S. Postal Mail, but the Credit Union shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your Bill Payment Account to process a payment. In all cases, you are responsible for either contacting the Credit Union at 866-226-5225 to make alternate arrangements for the payment or reschedule the payment through the Bill Payment Service. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

- G. **No Signature Required**. When any bill payment or other Electronic Banking Service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item, and without prior notice to you.
- H. Multiple Person Bill Payment Accounts. If more than one person has access to a Bill Payment Account, each person may individually enroll in the Bill Pay Service. Each enrolled person needs a unique password but may choose to use the same payee list. Each individual may terminate her/his enrollment in the Bill Payment Service without affecting the Service for any other person enrolled in that Bill Payment Account. However, any enrolled person may terminate the Bill Payment Service and such termination request will terminate the Service for all enrolled persons on that Bill Payment account.
- I. Limitations. No single transaction shall exceed \$9,999.99 and no Expedited Payment (described below)



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transaction shall exceed \$9,999.99. The total amount of all bill payments, e-bill payments and Expedited Payments in any 1 Business Day shall not exceed \$19,999.99. You may not use bill payment services to (a) pay taxes directly to governmental agencies, organizations or institutions or to make other payments directly to governmental agencies, organizations or institutions, (b) pay court-directed alimony, support or other payments, (c) make payments to a person outside of the United States or U.S. territory, or (d) make payments to a payee, the underlying purpose of which violates any state or federal law, including, but not limited to, an unlawful internet gambling site. The Service reserves the right to refuse to pay any biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this agreement.

- J. Stop Pays. Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service at 866-226-5225. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule contained in your Account Documentation.
- K. Our liability for late or improper payments is set forth in Section XIV(e) below.

L. E-Bills.

- <u>E-Bills.</u> E-bills are a feature of Bill Payment that enable you to receive billing statements electronically
 if you authorize us to obtain information from the biller and the biller permits electronic delivery of bills
 ("Participating Biller"). A billing statement will appear on our Online Banking web site shortly after it
 is issued by a Participating Biller.
- 2. <u>Authorization.</u> You must authorize us to obtain information from a Participating Biller in order to receive an e-bill. To do so, you must authorize us to use your User ID, Password and any other private data that is necessary to set up an e-bill. You appoint us as your agent for the limited purpose of setting up e-bills.
- 3. <u>Periodic Statements.</u> If you have authorized us to access your billing information from a Participating Biller, you will receive a periodic statement from each Participating Biller that you have authorized us to contact. Your e-bill will appear on our Online Banking web site with such frequency as determined by the Participating Biller and you. It may take up to 2 billing cycles before your e-bill appears on our Online Banking website. At all times, you are responsible for keeping your bills current and paid, including, but not limited to, the period during which your e-bills are being set up.
- 4. <u>Notifications and Reminders.</u> You may set up e-mail alerts so that you receive an alert when your e-bill arrives and an alert when payment is due. Notifications and reminders are solely for your convenience; it is your responsibility to maintain an accurate e-mail address and to logon to our Online Banking web site to check for the delivery or status of e-bills.
- 5. <u>Automatic E-Bill Payments.</u> You may set up automatic payment of e-bills so that a payment is sent in accordance with payment rules that you specify. If you cancel an e-bill with an automatic payment rule established, it might take up to 2 billing cycles for the automatic payments to cease.



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- 6. <u>Paper Statements.</u> Participating Billers may continue to provide you with paper copies of bills. We are committed to reducing paper usage and waste; however, we have no control over Participating Billers and their decisions to continue sending paper bills to you.
- 7. <u>Cancellation of Electronic Bill Notification.</u> The Participating Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your Participating Biller(s) as to the change in status of your account, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- 8. <u>Non-Delivery of Electronic Bills.</u> You agree to hold us harmless should the Participating Biller fail to deliver your statement. You are responsible for ensuring timely payment of all Bills.
- 9. <u>Accuracy and Dispute of Electronic Bill</u>. We are not responsible for the accuracy of your electronic bills. We are only responsible for presenting the information we receive from the Participating Biller.

M. Expedited Payments:

- 1. Expedited Payments. Expedited Payments are a feature of Bill Payment that, depending on the payee and the time of day, enables you to have your payments initiated and processed immediately. Depending on the intended payee and the time of day, Expedited Payments are available for same day or next day processing and posting. The system will automatically determine whether the Expedited Payments option is available to you to make payments to a specific payee, and it will also automatically determine the date by which your Expedited Payment will be processed.
- 2. <u>Processing Time.</u> Depending on specific payee limitations and the time of day, you might not be able to set up an Expedited Payment for same day processing, which means that the deliver by date might be delayed until the following Business Day. If you set up an Expedited Payment after the cutoff time for same day processing, your payment will not be processed until the following Business Day; in such a case, the system will automatically notify you of this additional processing time before you approve the Expedited Payment.
- 3. <u>Limitations.</u> Expedited Payments will not always be available. Depending on the intended payee and the time of day, you might not have access to Expedited Payments. If Expedited Payments is not available for an intended payee, it will not be presented as an option to you. Once you set up an Expedited Payment, you will never be able to edit or cancel it for any reason.
- 4. <u>Conformation.</u> You will receive a conformation screen with reference information after every transfer you make.
- 5. Expedited Payments. You authorize us to follow your payment instructions. For Expedited Payments, we will deduct your payment(s) from your Bill Payment Account even though the delivery by date might not be until the next Business Day. You authorize us to charge a convenience fee for each Expedited Payment as a separate transaction, which may result in you incurring an overdraft charge for the Expedited Payment, as well as an overdraft charge for the convenience fee, if you do not have sufficient funds in your account to process either the Expedited Payment(s) or the convenience fee. You further authorize us to make payments by electronic, paper or other means that we determine is appropriate.
- N. Except where expressly stated otherwise, you are solely responsible and liable for paying your bills and for making alternative arrangements of receiving or paying your bills if for any reason you cannot access services on the Thrivent Federal Credit Union web site or services are terminated by you or us. You will



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contact a payee or participating biller if you do not receive a bill or e-bill or cancel an e-bill. You will contact a payee or participating biller if a bill or e-bill is inaccurate or incomplete. You will contact a payee or participating biller if there are any updates or changes to your personal information, including, but not limited to, name, address, email address, username or password.

XIII. SMS Text Alert and Text Banking Services

- A. **Description of Text Services.** Our SMS Text Alert and Text Banking Services ("**Text Services**") allow you to obtain and access your Eligible Account information and conduct transfers between Eligible Accounts utilizing SMS text messaging, as further described on our Online Banking website.
- B. **Activating Text Services.** To utilize the Text Services, you must own a mobile device capable of receiving and sending SMS text messages ("Mobile Device") and enroll your Mobile Device for the Text Services through our Online Banking website. To enroll for the Text Services, you must first be enrolled in Online Banking.
- C. Stopping Texts: Text Services can be cancelled at any time by texting "STOP" to 79680 from your Mobile Device. You agree that your prior express consent to receive text messages using this service shall continue indefinitely unless and until you comply with the method described in the prior sentence for cancelling your prior express consent. Other methods or means attempted to revoke your prior express consent shall be ineffective and you hereby release Credit Union from any liability related to your efforts to revoke your prior express consent by other methods or means.

If revoking your consent by texting "STOP" to 79680, your text message should contain only the word "STOP" without any additional words, spaces, or characters either before or after the word "STOP." We will reasonably endeavor to comply with other text communications sent to 79680 in which you indicate a clear and unmistakable intent to revoke your prior permission; however, you (a) understand that these messages go to a short code number that is entirely automated, is not monitored by a human, and the ability of our short code box to interpret your intent is severely restricted and, therefore, (b) you hereby release us from any liability for your efforts to revoke your permission via a text message to 79680 that does not strictly comply with the terms stated in the first sentence of this paragraph.

Furthermore, by activating the Text Services, you hereby grant us express permission (without qualification) to respond to your cancellation request (whether that request came through Online Banking or by texting "STOP" to 79680) with a confirmatory text message in return that will (y) confirm receipt of your cancellation request as well as (z) indicate that you will no longer receive text messages from us. You hereby release us from any liability related to a confirmatory text message or the timeliness in which you receive one.

D. Authorized Transactions. You are responsible for all transfers or other transactions you authorize while using Text Services. If you permit other persons to use your Mobile Device, then you are responsible for any transactions they authorize using Text Services. If you believe that your Mobile Device or other means to access your Eligible Account has been lost or stolen or that someone may attempt to use the Text Services through your Mobile Device without your consent, or has transferred money without your permission, you must notify us in the manner described in the section below entitled "Electronic Funds Transfer Agreement and Disclosure".



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- E. **Convenience.** Our Text Services are provided for your convenience and are not intended to replace your monthly account statement(s), which are the official record of your account(s) with us. Receipt of account information through the Text Services may be delayed or impacted by factor(s) pertaining to your communication service provider or other parties.
- F. **Get Help or Support:** To get help or answers to your questions regarding the Text Services, call 866-226-5225. From your Mobile Device, you can also request that we send you an additional text message that will include relevant contact information by texting **"HELP"** to **79680** anytime.
- G. Pricing: Message and Data Rates may Apply. We do not charge a fee for our Text Services. Your wireless carrier may assess fees for text messaging. The Text Services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from us. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
- H. **Acknowledgements and Representations.** By enrolling your Mobile Device number(s) and successfully activating the Text Services, you acknowledge and represent to us that:
 - You are the owner or an authorized user of the Mobile Device that you link to the Text Services;
 - You grant us express permission to send text messages to that (those) Mobile Device(s) through your wireless phone carrier unless and until such permission is revoked in accordance with these terms and conditions;
 - You agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Text Services, and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and, accordingly, you agree to resolve any problems with your carrier or provider directly without involving Credit Union:
 - You represent and agree that all information you provide to us in connection with Text Service is
 accurate, current and complete, and that you have the right to provide such information to us for the
 purpose of using Text Services. You agree not to misrepresent your identity or your account
 information. You agree to keep your account information and Mobile Device number(s) up-to-date and
 accurate. You agree to provide source indication in any messages you send (e.g., mobile telephone
 number, "From" field in text message, etc.);
 - You agree to protect your Mobile Device that receives information through the Text Services and not to let any unauthorized person have access to the information we provide to you through the services. You further agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonably attorneys' fees) arising from access to your Mobile Device by anyone other than you.



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- In case of unauthorized access to your Mobile Device, you agree to cancel your enrollment in Text Services associated with the Mobile Device immediately.
- I. Access to Text Services. We reserve the right to limit the types and number of Eligible Accounts eligible to use the Text Services and the right to refuse any request through the Text Services. We also reserve the right to modify the Text Service at any time. We may also suspend your access to the Text Services any time without notice and for any reason, including but not limited to, your non-use of the services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Text Services.
- J. Availability. You may utilize the Text Services 24 hours a day, seven days a week unless the Text Services are unavailable for necessary maintenance. We will use reasonable efforts to make the Text Services available for your use on a continuous basis. We do not guarantee functionality of the Text Services on all mobile devices, on all communication networks, in all geographic regions, or at all times. We make no representation that the Text Services will be available for use in locations outside of the United States. Accessing the Text Services from locations outside of the United States is at your own risk.
- K. Our Liability. We will not be liable for any delays or failures in your receipt of any SMS text messages as delivery is subject to effective transmission from your network operator and processing by your Mobile Device. You agree that our Text Services are provided "as is" without warranty of any kind, express or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy or completeness. We do not warrant the reliability of our Text Services when a service provider interruption occurs. Such interruptions in service may cause inaccuracies, delays, loss of data, or loss of personalized settings. You agree that we will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about our Text Services creates any new or different liability for us beyond what is already applicable under your existing Account Documentation.

XIV. Business Accounts

If you are a business, any Authorized Representative of your business is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time;
- access each account of yours in any manner and for any purpose available through the Service, whether now
 available or available at some time in the future; and
- use any Electronic Banking Service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

XV. 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 electronic banking privileges (including any Electronic Banking Service) without notice to you 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.



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

- C. **Termination for Convenience.** To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Electronic Banking Service(s) you are discontinuing, and the termination date of the Electronic Banking Service(s). When this Agreement is terminated, any prescheduled payments made through Online Banking will also be terminated. You may notify the Credit Union by one of the following methods:
 - By sending an e-mail to cu@thrivent.com
 - By calling 866-226-5225
 - By writing a letter and sending it to the following address:
 Thrivent Federal Credit Union
 PO Box 8920
 Appleton, WI 54912-8920

If you do not sign on to Online Banking or Mobile Banking during any consecutive 180-day period, your access to Online Banking or Mobile Banking will be discontinued. If your access is discontinued due to inactivity, you will need to reenroll for Online Banking, and Mobile Banking (if applicable), if you wish to use the Electronic Banking Services in the future. Notwithstanding the foregoing, we reserve the right to suspend, revoke or terminate your use of the Electronic Banking 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 Mobile Banking you: (i) acknowledge and agree that all licenses and rights to use Mobile Banking and Software shall terminate; (ii) will cease any and all use of Mobile Banking and the Software; and (iii) will remove the Software 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 Electronic Banking Services 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 Online Banking or Mobile Banking, 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. If your access to Online Banking or Mobile Banking was previously terminated and you are eligible for reinstatement, you may reenroll at any time through our Online Banking website.

XVI. Liability

A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to the Electronic Banking Services. Unless otherwise required by applicable law, we are only responsible for performing the Electronic Banking Services as delineated in this Agreement. Except



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as otherwise set forth herein or in your other Account Documentation, we will only be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

- B. **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, attorney fees) arising from your use of the Electronic Banking Services, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your eligible accounts, of any intellectual property or other right of any person or entity.
- C. Third Parties. 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 consequential damages resulting from your access to or failure to access an Eligible Account or Electronic Banking Service.
- D. **Virus Protection.** The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.
- E. Late Payments. Except otherwise limited herein, if you follow all of the procedures described in this Agreement, as well as on any Online Banking help screens, and if we, solely as the direct result of our error, misdirect or fail to timely send a properly authorized and properly set up bill payment, then we will reimburse you for any late charge assessed by a payee or participating biller, up to \$50.00, because your bill payment was received late. If, solely as a direct result of our error, we incorrectly execute the amount of your payment or transfer request, then we will credit or debit your Eligible Account, whichever may be applicable, with the difference between the actual amount that we debited and the proper amount that should have been debited. If, solely as a direct result of our error, we send a payment or transfer to an incorrect person, then we will return the improperly transferred funds to your Eligible Account and subsequently pay or transfer the funds from your Eligible Account to the proper payee, participating biller or financial institution. In all other events, the risk of incurring and the responsibility for paying any and all late charges or other damages or penalties shall be borne exclusively by you. If you think you are entitled to a reimbursement for a late charge or penalty, call us at 1-866-226-5225.
- F. Damages. OUR RESPONSIBILITIES ABOVE FOR LATE CHARGES AND INCORRECT OR MISDIRECTED PAYMENTS OR TRANSFERS SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) CAUSED BY THE SERVICES OR THE USE OF OR INABILITY TO USE THE SERVICES, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER, SOFTWARE, OR ANY INTERNET ACCESS SERVICES; ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS; ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY; ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S



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TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES.

- G. You assume full responsibility for all transfers of funds made by us to or from an Eligible Account used primarily for business purposes in accordance with this Agreement and at your request or at the request of anyone who purports to be you or uses your Security Information. You hereby agree to the security procedures described herein and acknowledge that such security procedures provide a commercially reasonable means of providing security against unauthorized payment instructions. You will be bound by any payment or transfer instruction that we accept in good faith, if we complied with the applicable security procedure or if you did not comply with it. Except for a breach of security in our internal systems, and except in a case where you comply with the applicable security procedure and either we do not so comply or we not act in good faith, we shall have no responsibility for, and you assume full responsibility for, any transfer of funds resulting from a breach of security regardless of the source or cause thereof. Although we are liable for a breach of security in our own internal system, you are solely responsible and liable for a breach of security occurring on or in connection with a computer or computer network owned, controlled or used by you or your employees, contractors, service providers or agents, by whatsoever means. A breach of security includes, but is not limited to, phishing, pharming, key logging, or other fraudulent activity enabled by malware. If we do bear responsibility, it shall extend only to losses caused solely and directly by us, and our liability will in any event be limited as expressly provided in this Agreement.
- H. Warranty Disclaimer. THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZED SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES. THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

XVII. General Terms and Conditions

A. Notices and Communications.

Account Related Information. Except as expressly provided otherwise in this Agreement, you agree
that we may provide you notices and other information regarding your Eligible Account(s), Electronic
Banking Services, Online Banking or Mobile Banking (collectively "Account Related Information")
through mail, electronically, by phone or by other means available. If there is more than one owner on



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your Eligible 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 Electronic Banking Service 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.

- 2. 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:
 - service your Eligible Accounts and Electronic Banking Services,
 - collect any amount you may owe, or
 - 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.

- 3. Changes to Contact Information. You agree that you will notify us immediately in the event of a change to your contact information (e.g. mailing address, email address, phone number). Address changes may be initiated:
 - 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 866226-5225 or notifying us in writing at Thrivent Federal Credit Union, attn: Customer Service.
 Changes to your email address may also be made through Online Banking.
 - if we receive an address change notice from the U.S. Postal service.
 - 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.

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.

B. **Changes and Modifications.** Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement or add, delete or modify certain Electronic Banking Services from time to time. This may include adding new or different terms to, or removing terms from, this Agreement. When changes



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are made we will update this Agreement accordingly and post on our Online Banking website. 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 Electronic Banking Services after we provide you notice of any change, you agree to the change. Changes to fees or terms applicable to Eligible Accounts or certain Electronic Banking Services are governed by the Account Documentation otherwise governing each Eligible Account or Electronic Banking Service.

- C. **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.
- D. **Notices.** Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- E. Links to Third Party Sites. Our Online Banking website may contain links to other websites ("Linked Sites"). Such links are provided solely as a convenience to you. We do not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that Thrivent Federal Credit Union its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or your use of them.
- **F. User Content; Privacy.** Subject to Thrivent Federal 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 Electronic Banking Services, and you hereby give Thrivent Federal Credit Union a license to do so. All information gathered from you in connection with using the Electronic Banking Services will be governed by the provisions of your other Account Documentation governing your Account(s) and the Credit Union' privacy policy that was previously provided to you in connection with your Account(s). You may view our security policy and Privacy Policy at any time on our Online Banking website.
- G. Entire Agreement; Severability. Together with other applicable Account Documentation, this Agreement represents the agreement between you and us regarding our Electronic Banking Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online and mobile access. Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing Online Banking or Mobile Banking 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 held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be invalidated or otherwise affected. 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.



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- **H. 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.
- I. Proprietary Rights. You acknowledge and agree that Thrivent Federal Credit Union and/or our service provider(s) own all rights in and to the Electronic Banking Services. You are permitted to use the Electronic Banking Services only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile Thrivent Federal Credit Union and /or our service provider's Electronic Banking Services or any of Thrivent Federal Credit Union and/or our service provider's services or technology.
- J. No Unlawful or Prohibited Use. As a condition of using the Electronic Banking Services, you warrant to us that you will not use the Electronic Banking Services for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Electronic Banking Services in any manner that could damage, disable, overburden, or impair the Electronic Banking Services or interfere with any other party's use and enjoyment of the Electronic Banking Services. You may not obtain or use the Electronic Banking Services to obtain any materials or information through any means not intentionally made available or provided for through the Electronic Banking Services. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates 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.
- K. Governing Law. This Agreement shall 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. If a dispute arises between us with respect to this Agreement, its enforcement or our Electronic Banking Services, 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 applicable Eligible Account or Electronic Banking Service. Wisconsin state and federal courts will otherwise be the only courts where legal actions regarding this Agreement can be brought. In any legal action or claim regarding this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.
- L. **Ownership.** All right, title and interest in and to (a) any and all Software, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a) collectively the Software), and (b) any and all user guides, instructions and other documentation provided to, or used by, you in connection with Mobile Banking (collectively the "**Documentation**") shall be, and remain, the property of Credit Union or any third party Software provider, as applicable.
- M. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not



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expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

- N. **Restrictions.** Unless otherwise expressly authorized, you may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form, or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.
- O. **Modifications to Software.** We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades, to the Software. You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Software. 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 Software.
- P. **Technical Support.** We have no obligation whatsoever to furnish any maintenance and support services with respect to Electronic Banking Services or the Software, and any such maintenance and support services provided will be provided at our discretion.
- Q. Information Provided to Us. You grant to us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Software by you, including, your account numbers, name, date, account amount, and endorsements solely for the purpose of providing Mobile Banking. This license shall survive termination of this Agreement for such period as necessary for us to provide Mobile Banking, comply with the law, or comply with an internal guidelines or procedures.
- **XVIII. Security Notice.** To help protect our customers from security threats, Thrivent Federal Credit Union utilizes the following approach, to which you hereby agree. You acknowledge that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for the detection of error.
 - A. Thrivent Federal Credit Union will do the following, as applicable:
 - 1. Offer member education and awareness programs dealing with identity theft, phishing, smishing and malware.
 - Identify members logging onto the system through multi-factor authentication that utilizes user IDs and passwords, plus pictures and/or phrases/challenge questions Thrivent Federal Credit Union reserves the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased threats.
 - B. You are responsible to install, update, maintain and properly use industry standard security products that are appropriate for you, such as the following:
 - 1. 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.
 - 3. Updated anti-spyware protection used to prevent spyware from providing potential tracking



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information about your web activities.

- 4. 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.
- 5. A product that indicates the web site you are on, or an internet browser that indicates the site name.

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 primarily for personal, family or household purposes ("Consumer Accounts"). These disclosures and the protections contained here do not apply to non-Consumer Accounts.

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 Electronic Banking Services to initiate EFTs to or from your Consumer Accounts.

LIMITATIONS ON TRANSACTIONS. The terms of your Consumer Account(s) and the Electronic Banking Services 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 enrolled for an Electronic Banking Service subject to such limitations. We reserve the right to impose further limitations for security purposes at any time.

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS. Federal regulation limits the number of EFTs that may be made from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each month.

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.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

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.

OTHER RIGHTS TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

Preauthorized Deposits: You can also view your Consumer Account online to find out whether or not the deposit has been made.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your Consumer Account at least once every 60 days from the same person or company, you can call us at 866-226-5225 to find out whether



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or not the deposit has been made.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized EFT transfers out of your account, you may stop any of the payments. To stop a recurring Bill Payment, please see the terms above pertaining to the Bill Payment Service. To stop any other preauthorized EFT transfer:

call us at: 866-226-5225

or write to: Thrivent Federal Credit Union PO Box 8920 Appleton, WI 54912-8920

We must receive your call or written request at least three (3) Business Days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your share draft or share account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS. If you order us to stop a preauthorized EFT payment and have provided us with the information we need at least three (3) Business Days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ACCOUNT

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:
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> PO Box 8920 Appleton, WI 54912-8920

Thrivent Federal Credit Union's regular business hours are: Monday - Thursday 7 a.m. - 8 p.m., Friday 7 a.m. - 6 p.m., and Saturday 8 a.m. - 1 p.m., Central time.

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: Thrivent Federal Credit Union PO Box 8920 Appleton, WI 54912-8920

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.



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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.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding your other accounts or accounts of third parties used to make payments using our Electronic Banking Services. 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 financial institution or payee. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION

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:

- 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 Electronic 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 a payee's or participating biller's payment requirements;
- If you fail to schedule a proper date for payment sufficiently in advance of the date that a payment is due;
- If you fail to transfer funds from an approved financial institution to an eligible Thrivent Federal Credit
 Union account sufficiently in advance of the date that you need to use or withdraw the funds (including
 consideration for weekends, and credit union holidays.
- The Electronic Banking Services, our equipment, the software, or communications link is not working properly;
- The payee or participating biller mishandles, delays posting a payment, or refuses or is unable to accept a payment;



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- The participating biller fails to deliver your billing statement to us;
- Your e-bill is inaccurate or incomplete;
- You have not provided us with the correct name(s), address(es) or account information for payees participating billers;
- You fail to provide payees, participating billers or us with your updated or changed personal information, including, but not limited to, your name, address, phone number, e-mail address, username and password;
- Your subscription to any Electronic Banking 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;
- You fail to log on to the Thrivent Federal Credit Union online banking website to check on the delivery or status of e-bills;
- You fail for any reason to receive a notification or reminder regarding the delivery or status of an e-bill;
- Delays in any mail service or e-mail service; or
- Any other exceptions stated in the Agreement or related agreements or rules for share accounts and funds availability polices.

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 the Credit Union's affiliated companies

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