

ONLINE BANKING AGREEMENT AND DISCLOSURE

Thrivent Bank
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The Online Banking Agreement and Disclosure ("Agreement") governs the use of our Online Banking Services ("Services") and serves as the agreement between you and Thrivent Bank. It is important that you read and understand the terms and conditions provided in this Agreement before you accept its terms. Your use of the Online Banking Services constitutes your acceptance and agreement to the terms and conditions contained herein as well as any other terms made available to you by using Online Banking Services. Additionally, your use of any Online Banking Services that we introduce in the future constitutes an acknowledgement and agreement to the terms and conditions associated with those Services. Any agreements, amendments, notices, periodic statements and other communications may be provided to you in electronic format if you have authorized that format of delivery. If you have any questions about this Agreement, contact us at 866-226-5225 prior to acceptance.

DEFINITIONS.

- 1.1 The terms "you," "your," "authorized user," and "account owner" refer to the account owner, authorized signers, or individuals authorized by the account owner to access Online Services. The terms "we," "us," and "our" refer to Thrivent Bank, the financial institution and, as applicable, any third-party vendors providing the Services to you on our behalf.
- 1.2 "Account" refers to your account(s) with us that you have designated for Online Services access and that we allow to be included under these Online Services. The type(s) of account that may be designated for Online Services include consumer and commercial deposit accounts, such as Checking, Savings, NOW, Money Market, and Certificate accounts (together, "Deposit Accounts"), consumer loans, line of credit accounts, and mortgage accounts. You must be an account owner/authorized signer for each account that you designate, and each account must permit withdrawal by a single signer.
- 1.3 "Account Agreement" refers to the Deposit Account Agreement governing your Account(s).
- 1.4 "Login Credentials" refers to a unique username and secure password you establish, which must be used to securely access your account information.
- 1.5 "Disclosures" refer to any regulatory disclosures provided to you at the time of depository account opening, such as the Truth In Savings Disclosure, Funds Availability Policy Disclosure, Electronic Fund Transfer Disclosure and Agreement, Privacy Notice, Substitute Check Policy Disclosure, as well as any Fee Schedule.
- 1.6 "Business Day" refers to the financial institution's hours of operation for the purpose of conducting banking business: The term "Business Day" refers to every day, except Saturdays, Sunday, and federal holidays or as otherwise described in the Disclosures provided to you with your account. Please refer to your Disclosures for detailed information regarding Business Days.
- 1.7 "Check Image" refers to the digital image of any Check you transmit to us using Remote Deposit Capture.
- 1.8 "Item" refers to the definition provided in Article 4 of the Uniform Commercial Code: an instrument of a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment order governed by Article 4A or a credit or debit card slip.
- 1.9 "Check" refers to the definition provided in Regulation CC - Availability of Funds and Collection of Checks: (1) a negotiable demand draft drawn on or payable through or at an office of a bank; (2) a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank; (3) a negotiable demand draft drawn on the Treasury of the United States; (4) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; (5) a United States Postal Service money order; or (6) a traveler's check drawn on or payable through or at a bank. The term check includes an original check and a substitute check.
- 1.10 "Original Check" refers to the definition provided in Regulation CC - Availability of Funds and Collection of Checks: the first paper check issued with respect to a particular payment transaction.
- 1.11 "Substitute Check" refers to the definition provided in Regulation CC-Availability of Funds and Collection of Checks: a paper reproduction of an original check that - (1) contains an image of the front and back of the original check; (2) bears a MICR line that, except as provided under ANS X9.100-140, contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140; and (4) is suitable for automated processing in the same manner as the original check.
- 1.12 "Record" refers to a writing created, generated, sent, communicated, received, or stored by electronic means.
- 1.13 "Electronic Check" refers to the definition provided in Regulation CC - Availability of Funds and Collection of Checks: electronic image of, and electronic information derived from, a paper check or paper returned check, respectively, that- (1) is sent to a receiving bank pursuant to an agreement between the sender and the receiving bank; and (2) conforms with ANS X9.100-187, unless the Board by rule or order determines that a different standard applies or the parties otherwise agree.

SYSTEM REQUIREMENTS. Online Services provides you with the convenience and flexibility to perform certain banking transactions and functions for designated Account(s) through internet access on your personal computer or via a wireless handheld device. You must meet the following minimum software and hardware requirements for each device you use to access Online Services:

- An internet browser that supports 128-bit encryption, such as the latest versions of Microsoft Edge, Google Chrome, Safari, or Fire Fox.
- 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.
- The latest version of Acrobat Reader. It can be downloaded from here: <https://get.adobe.com/reader/>
- Screen Resolution: 800 x 600 minimum (1024 x 768 recommended).
- Enabled Security Settings: Allow per session cookies. Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection.

If you decide not to maintain such hardware and software, you may cancel Online Services at any time.

We will provide you with the hardware and software specifications for these Services and any amendments as they occur from time to time.

ACCOUNT ACCESS. You may access your Account(s) at Thrivent Bank's website, access.thriventbank.com. You must follow all necessary instructions to establish Login Credentials before gaining access to Online Services. We may also utilize unique identifying information to confirm your identity. Your Login Credentials are used to gain access to Online Services and should be kept confidential at all times. It is recommended that you change your Login Credentials through Online Services, or with the assistance of our Customer Service, as allowed by our security requirements. There may be additional or optional security measures instituted by us to ensure the security of Online Services.

USE OF PERSONAL INFORMATION. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

ACCOUNT LIABILITY FOR UNAUTHORIZED ONLINE ACCOUNT USE. Subject to federal and state law and the terms and conditions of this Agreement, you are liable for any transaction or function performed using Online Services, whether made by yourself or someone authorized by you using your Login Credentials. You agree to take all reasonable measures to protect the security of your Login Credentials.

For consumer accounts, please refer to the Consumer Liability section of your Electronic Fund Transfer Disclosure and Agreement for our liability policy. As a precaution, we recommend that you do not send emails or other electronic messages containing confidential Account information. You agree to not leave any device unattended while logged into Online Services, and you should never share your Login Credentials with us or anyone else. You understand that we are entitled to act upon any instructions received under your Login Credentials; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your Account(s). If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Online Services, we recommend that you change your Login Credentials if possible and notify us immediately.

TRANSACTIONS AND FUNCTIONS OF THE SERVICES. The transactions and functions available through Online Banking Services may include, but are not limited to, the following:

- Transfer of funds between Accounts.
- Transfer of funds between Accounts on a recurring basis.
- Balance inquiry on each Account.
- Request or retrieve a copy of a paid check or past statement on the Account.
- Re-order checks for your Account(s), as applicable.
- Change the Account(s), and Access Information for your Online Banking Services.
- Conduct secure email communication with us regarding your Online Banking Services.
- The use of our Bill Pay service.
- The use of Remote Deposit Capture ("RDC") services.
- The use of our Mobile Banking services.
- Transfer of funds to account(s) you maintain at another financial institution using our External Funds Transfer Service (available for consumer accounts only).

ONLINE TRANSACTION FUNDING. In order for us to process an Online Services transfer request, the Account that you have designated for the debit must have sufficient funds to cover the transfer, and the funds must be considered available as described in our Funds Availability Policy. Please refer to your Disclosures for any non-sufficient funds fee or other fee(s) that may be assessed. We are under no obligation to you when we have been unable to complete a transfer request due to insufficient or unavailable funds, or due to other circumstances out of our control, such as a system or power failure. If we are consistently unable to complete the requested transfer due to insufficient funds in the designated debit Account, then we reserve the right to cancel the transfer request and to review your Online Services privileges.

EFFECTIVE TIMING OF TRANSACTIONS. Online Services are available at any time of day, unless the system is undergoing maintenance. The posting of Online Banking Services transactions depends on the time and day of the transaction and the applicable service. See below for service cut-off times.

CANCELING A TRANSFER. A one-time transfer is immediate and cannot be canceled. If you have any questions or problems canceling a recurring transfer, please contact us.

COST OF SERVICE. Account transaction fees as stated in any Disclosures and Fee Schedule provided to you remain in effect and are not eliminated or changed with the use of Online Services. You have sole responsibility for any service fees you incur from your telephone, internet, or wireless service providers.

BILL PAY SERVICES. To activate Bill Pay Services, you must first enroll in Online Services and meet our eligibility requirements. Only Deposit Accounts in good standing and enrolled in Online Services will be eligible for the Bill Pay Services. Deposit Accounts with excessive returned checks or ACH transactions, negative balances, other negative account history or any other criteria we may establish from time to time will not be granted access to use Bill Pay Services. Deposit Accounts granted access to the Bill Pay Services may be denied future transactions if the Deposit Accounts are no longer in good standing. You must indicate the Account that is to be considered the designated Account to be debited for your bill-paying activities. You must maintain sufficient available funds in the designated account to satisfy the expected payment activity. There is a \$1.00 minimum and a \$9,999.99 maximum dollar amount that is permitted for payments using our Bill Pay Services. See the Electronic Fund Transfer Disclosure and Agreement for transaction limitations.

In order to pay bills, you will need to create a list of payees, providing the information required to log and submit your payments accurately. We require at least four (4) days as set-up time for Checks and one day for electronic payments through Bill Pay Services. If we pay your bill by issuing a Check, we may, at our discretion, send the Check to the payee before the due date you selected. The payee may cash the Check before or after the selected due date. If your account has insufficient funds when the payee cashes the Check and we pay the item on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you fees in accordance with our Fee Schedule. Refer to the Account Agreement for more information. If you fail to take into account our required set-up time and the payment is received by the payee after the due date, we are not responsible for any late charges or other actions that may be taken by the payee due to the late payment. Please make other payment arrangements for the payment that is due and set-up the next payment to that payee through Bill Pay Services.

We assume responsibility for all reasonable efforts to process your payments through Bill Pay Services in a timely and accurate manner. We accept no liability for any damages you may incur due to insufficient or unavailable funds in the designated Account that may adversely affect payment processing, any inaccuracies in the payee information supplied in regards to this payment, any mishandling or delay in posting by the payee or the payee's financial institution of account, or any system or postal delays or interruptions or any other circumstances out of our control, to the extent allowed by state and federal law and the provisions of this Agreement. Except as 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 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 Account and subsequently pay or transfer the funds from your 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. Also, contact us immediately if you suspect any security breach of your Login Credentials or any unauthorized activity using Bill Pay Service.

Canceling Bill Pay Services. You may cancel Bill Pay Services at any time by contacting us via phone, fax, or in any other form or manner acceptable to us. When not canceling in writing or in a Record to us, we may require a Record or writing confirming the Bill Pay Services cancellation. Be aware of any outstanding payments and make arrangements for future payments to the payees. When deleting specific payees only, you may individually delete that payee and retain the Bill Pay Services for any remaining payees.

REMOTE DEPOSIT CAPTURE ("RDC"). RDC services allow you to make deposits to your Account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use this Check Image to create an Electronic Check or Substitute Check for collection. The Check Clearing for the 21st Century Act and Regulation CC govern the use of RDC services and have enabled financial institutions to accept Substitute Checks, which are the legal equivalent to Original Checks for all purposes. To activate the RDC services, you must first enroll through Mobile Banking and meet our eligibility requirements. Only Deposit Accounts in good standing and enrolled in Mobile Banking will be eligible for the RDC services. Deposit Accounts with excessive returned checks or ACH transactions, negative balances, other negative account history or any other criteria we may establish from time to time will not be granted access to use the RDC services. Deposit Accounts granted access to the RDC services may be denied future transactions if the Deposit Accounts are no longer in good standing.

RDC Fees and Charges. Any and all fees and charges associated with your Accounts remain in effect when accessing and using RDC services. You understand that standard data charges and messaging rates imposed by your wireless service provider may apply and that these rates and charges are your sole responsibility. Please contact your service provider for additional information.

Eligibility of Items. You may only submit Items for deposit that are within the dollar limits established for you. We reserve the right to limit the dollar amount and frequency of deposits made through RDC services by you, and we may raise or lower your dollar limit in the future at our sole discretion at any time. You agree that we are not obligated to accept any Check Image that we determine to be ineligible, and you agree to deposit only Checks as defined by section 1.9 in the DEFINITIONS section of this Agreement. You acknowledge that ineligible Items include, but are not limited to, the following: ACH payments or wire transfers, Items drawn on banks located outside of the United States, cash, illegible Items, incomplete Items, Items which are altered in any way, any Check that has previously been converted to a Substitute Check, any Item that contains indecipherable magnetic ink character recognition ("MICR") data, any Check originally made payable to a party other than you and any stale or post-dated Items.

Cut-Off Times. To be eligible for processing on the day transmitted, Checks deposited through RDC must be received by us on or before 2:00 p.m. CST on a Business Day that we are open (the "**RDC Cut-Off Time**"). A Check deposited through RDC is considered received by us when the RDC service generates a confirmation message. For purposes of determining when a Check deposited through RDC has been delivered and received, our records shall be determinative. A Check that is transmitted after the RDC Cut-Off Time shall be deemed to have been received by us at the opening of our next Business Day. We reserve the right to change the RDC Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to your receipt of notice thereof except as otherwise required by law. You may contact us at any time to verify the RDC Cut-Off Time.

Processing Requirements. You agree you will not alter any Original Check or Check Image under any circumstance, and you warrant that all Original Checks are authorized for the amount stated on the Check by the person who created the Check. At the time of presentment to you by drawer, any Checks that you initiate for deposit must contain all necessary information on the front and back of the Check, including all endorsements, the identity of the drawer and paying bank that is preprinted on the Check, and the image quality must be in compliance with the minimum requirements established by the American National Standards Institute ("ANSI"). Determination of image quality compliance is in our sole discretion and any Check may be rejected if it does not meet this criteria. You also agree that all Check Images you submit for deposit through RDC services will not contain any viruses or other potentially harmful attributes.

Acceptance of Items. We are not responsible for any Items which we do not receive. Items received will each be reviewed for acceptability and any accepted item will be converted into a Substitute Check. You agree that electronic conveyance of a Check does

not equate to receipt of the Check. You agree that a notice confirming receipt of your deposit does not mean the Item is error-free or that it will not be rejected upon further review. If we do reject an Item for any reason, we will provide you with a notice of rejection; however, we will not be liable for loss suffered as a result of the rejected Item. We will also provide you with a notice if your deposited Item is dishonored, in which case you permit us to debit such amount from your Account. You may confirm receipt of all deposited Items by viewing your transaction history online, your account statements or by contacting us.

Retention and Disposal of Checks. You agree to securely preserve and protect each Original Check for a period of twenty (20) days, and during this period you agree to provide any Original Check to us upon request. Once you have obtained confirmation from us that we have received an Item, you agree to indicate its presentment via electronic means directly on the Original Check. You agree you will not deposit or submit any Original Check which you have already submitted or deposited electronically into an account you own with us or at any other financial institution. At the expiration of the twenty (20) day period, you will destroy each Original Check in its entirety to ensure it is not presented for payment again. You understand that any misuse of a Check Image after presentment to us is your responsibility and you will be solely liable for any resulting loss.

MOBILE BANKING. Mobile Banking services refers to all financial services made available to you and which you may access through the use of a wireless handheld device or mobile phone, including but not limited to, viewing Account balances, remote deposit capture, and text message banking.

Accessibility and Liability. Our Mobile Banking services are designed to be available 24 hours each day, 7 days per week. We do not warrant that Mobile Banking services will always function properly or that disruption or suspension of Mobile Banking services will not occur. You agree that we will not be liable for any loss, costs, damages, or expenses resulting from the interruption of Mobile Banking services. You also agree that these Mobile Banking services are separate from any services provided by your wireless service provider. Your wireless provider is responsible for any issues involving your handheld device, your internet access, or any other of its services and products you use to access Mobile Banking services. Standard data and messaging rates, short message service (SMS) fees, and other charges from your wireless provider apply when utilizing Mobile Banking services.

Mobile Devices. You are responsible for providing and maintaining your own wireless handheld device and for ensuring that it is compatible with Mobile Banking services. We are not responsible for any problems you may experience with your equipment or for any damage to your device from the use of Mobile Banking services. You understand that wireless devices may be subject to viruses, and we are not responsible for ensuring your device is protected from these viruses.

Transaction Limits. You acknowledge that we may limit the number and frequency of transactions conducted through Mobile Banking services and that we may also place limits on transaction and transfer amounts in our sole discretion.

EXTERNAL FUNDS TRANSFER SERVICE. The following provisions are specific to our External Funds Transfer services and are in addition to the terms and conditions provided in the Agreement for Online Banking Services with us. You must apply to enroll in the External Funds Transfer service, and your application may be accepted or declined by us based on our criteria.

Our External Funds Transfer services are designed to allow you to transfer funds to or from any of your consumer Deposit Accounts with us to or from any other deposit account held by you at another financial institution located in the United States ("Other Financial Institution"; such accounts referred to as "External Accounts"), provided the transfer is permitted by us, your Other Financial Institution and applicable law. You are responsible for determining whether your accounts held at Other Financial Institutions are eligible to be External Accounts for purposes of utilizing this service and for complying with any rules or restrictions on transfers related to your External Accounts.

Use of External Accounts. We may verify the External Accounts you add to the External Funds Transfer service from time to time, which may be through the use of a test transfer and/or by requesting other verification information from you regarding your External Accounts. We may access the websites and databases of your Other Financial Institutions on your behalf to retrieve information and effect your requested fund transfers to or from your External Accounts. By using the External Funds Transfer service, you represent and warrant to us that you have the right to authorize and permit us, without violating any third-party rights, to access your External Accounts, to affect such funds transfers or for any other purpose authorized by this Agreement.

Limited Power of Attorney. For as long as you use the External Funds Transfer service, you give to us and our service provider a limited power of attorney and appoint us and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the External Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to External Accounts, as fully to all intents and purposes as you might or could in person. Once we and/or our service provider have actual knowledge that you wish to cease using the External Funds Transfer service and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. **YOU ACKNOWLEDGE AND AGREE THAT WHEN WE AND OUR SERVICE PROVIDER ARE EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR EXTERNAL ACCOUNTS, WE AND OUR SERVICE PROVIDER ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY.** You agree that we, and our affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

External Funds Transfer Instructions. Using the External Funds Transfer service, you authorize us to follow your transfer instructions and to make funds transfers through electronic means or any other means that we determine are appropriate, including via Automated Clearing House (ACH) transfers. Except as provided below, the same terms and conditions in your Disclosures regarding funds transfers between your Accounts also apply to transfers between your Accounts and External Accounts using the External Funds Transfer service.

1. Transfers to your Account from your External Account:

- For a one-time transfer, we will deduct the funds from your External Account on the date that you schedule the transfer to be sent ("Transfer On Date") or on the next Business Day if the Transfer On Date is not a Business Day.
- For a recurring transfer, we will deduct the funds from your External Account on the Transfer On Date for your initial transfer

or on the next Business Day if the Transfer On Date is not a Business Day; we will continue to deduct funds from this External Account for subsequent transfers, using the Transfer On Date as a reference point.

- **Funds Availability:** When you transfer funds from an External Account to your Account, the funds will be available for use the day the funds post to your Account.
2. **Transfers from your Account to your External Account:**
- For a one-time transfer, we will deduct the funds from your Account on the Transfer On Date or on the next Business Day if the Transfer On Date is not a Business Day.
 - For a recurring transfer, we will deduct the funds from your Account on the Transfer On Date or on the next Business Days if the Transfer On Date is not a Business Day; we will continue to deduct funds from this Account for subsequent transfers, using the Transfer On Date as a reference point.
 - **Funds availability:** Once funds are transferred from your Account to an External Account at the Other Financial Institution, the availability of such funds will be at the sole discretion of the Other Financial Institution.

Limitations Dollar Amount of Transfer. In any 1 Business Day, the total aggregate amount of all funds transfers from External Accounts to your Accounts and to External Accounts from your Accounts shall not exceed \$5,000.00 using the External Funds Transfer service. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our External Fund Transfer service.

Processing Time. We will begin processing a transfer request on the same Business Day as the request only if we receive the request prior to 6:00 p.m. Central Time ("External Transfer Cut-Off Time"). Requests received on a non-Business Day or after such External Transfer Cut-Off Time will be processed on the next Business Day. You agree not to affect any funds transfers from or to an External Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

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

OUR LIABILITY. We are responsible for taking all reasonable measures to ensure that the Online Banking Services is available and functioning optimally, reserving the right to temporarily remove the service from access for maintenance or upgrades from time to time. We also accept responsibility to process any function or transaction requested by you through this service in a timely manner when submitted within the terms and conditions of this Agreement and in accordance with applicable law. We accept no responsibility, and you agree to hold us harmless, for any delay or inaccuracy of any transaction or function information due to an interruption or loss of communications in the service provided by your Internet, browser or wireless provider, or your system hardware or software, to the extent allowed by state and federal law. We also accept no responsibility, and you agree to hold us harmless, for any system virus or other system problem attributable to Online Banking Services or to your Internet or wireless service provider. We will not be responsible for any acts or omissions by the Other Financial Institutions or other providers of any External Account, including without limitation any modification, interruption or discontinuance of any External Account by such provider.

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

CANCELLING SERVICE. You may cancel any or all of the Online Banking Services at any time by contacting Customer Service in a form and manner acceptable to us. Upon cancellation, you agree to immediately discontinue any use of our Services and you agree to remain liable for all transactions performed on your account. We reserve the right to refuse your application for Online Banking Services if your account is not in good standing, and to suspend, restrict or cancel your authorization to use this Service, at any time, at our discretion. We will take reasonable measures to reach you concerning the Service cancellation but are under no obligation to provide you such notice. If Service is reinstated, this Agreement will remain in effect.

GOVERNING LAW. The terms and conditions of this Agreement are subject to and governed by the laws of the State of Utah and federal law. The Accounts designated for access through Online Banking Services continue to be governed under the Account Agreement and Disclosures provided to you for each Account. Changes in these laws may change the terms and conditions of this Agreement or of the Account Agreement and Disclosures associated with one or more of the Accounts. We will notify you of any changes as required by law.

GENERAL TERMS. You acknowledge that you do not own or have any proprietary rights to Online Banking Services and any unauthorized reproduction in whole or in part is strictly prohibited. You agree not to use Online Banking Services to conduct any activity that is illicit or illegal. You agree to comply with all applicable federal and state laws, Nacha Operating Rules, and the terms and conditions of this Agreement, and any other Account Agreement or Disclosure by reference, in regard to these Online Banking Services and any transaction or functions performed using these Services. In the event of a conflict between this Agreement and any other Disclosure or the Account Agreement, the Disclosure or Account Agreement will take precedence over this Agreement. You are responsible for ensuring that the information you provide to us in connection with your use of the Services is true, current, correct and complete. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

We may assign our rights and duties under this Agreement to an affiliate or successor. You may not assign your rights and duties under this Agreement at any time.

You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

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

AMENDMENTS AND ALTERATIONS. Except as prohibited by law, we may amend this Agreement or the Services by adding, removing, or changing terms or functionality at any time. We will notify you of amendments as required by applicable law. Your continued use of the Services evidences your agreement to any amendments.

INDEMNIFICATION. You agree to indemnify, defend and hold harmless Thrivent Bank, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Services, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of this Agreement or your infringement, or infringement by any other user of your Account(s), of any intellectual property or other right of any person or entity.

SURVIVABILITY. 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.