

## E-SIGNATURES AND ELECTRONIC DISCLOSURES AND NOTICES TERMS AND CONDITIONS

Thrivent Bank  
2855 E Cottonwood Pkwy Ste 100  
Salt Lake City, UT 84121-7038  
(866) 226-5225  
access.thriventbank.com

**Definitions.** Throughout these terms and conditions ("Terms"), the terms "you" and "your" refers to each consenting party or consumer, and the terms "we," "us," and "Financial Institution" refer to Thrivent Bank. Also, the use of "you" and "your" shall be construed in the singular and plural, as the text requires.

You understand that the following Terms constitute the full agreement by and between you and Thrivent Bank. These Terms are important disclosures which apply to your election to provide e-signatures and receive electronic records.

### E-SIGNATURES AUTHORIZATION ACKNOWLEDGMENT AND CONSENT

You agree to the following:

1. You authorize us to use your electronic signature(s) for all terms and conditions ("Terms and Conditions"), documents, agreements, attachments, addendums including, without limitation, all deposit and lending related documents such as account agreements, loan agreements, security agreements, mortgages, deeds of trust, guaranties and hypothecations (collectively, the "Documents") in any way connected to the transaction ("Transaction") being entered into between you and the Financial Institution. This consent is specifically to permit an electronic signature (as of the nature then in use by the Financial Institution) in lieu of hand-written signatures on any one or more of the Terms and Conditions or Documents.
2. We consent to accept your signatures as true, correct and binding signatures and to enter into the transaction in reliance thereon.
3. You agree that your electronic signature will be enforceable as and to the full extent of a hand-written signature as an original for enforcement/enforceability of the Terms and Conditions or Documents containing the electronic signature(s), whether in court (state or federal), arbitration or otherwise. You will not raise any defenses or invoke regulatory or statutory claim attempting to invalidate the enforceability of the Terms and Conditions or Documents to which the electronic signature is affixed.

**Notices.** Any notice you may receive from us may be deemed given when mailed, postage paid, and addressed to you at the last address you provided us and any notice you provide us may be deemed given when mailed, postage paid, and addressed to our principal place of business. You also may have the option to have notices regarding this account provided in an electronic form, to a designated e-mail address, upon your authorization.

The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided.

**Entire Agreement.** These Terms contain and constitute the entire understanding between us regarding the subject matter hereof and may not be modified, amended, or terminated except by written agreement signed by you and Thrivent Bank that such modification, amendment or termination affects. All prior or subsequent oral agreements and/or discussions relating to these Terms are superseded by these Terms. Further, in the event of any conflict between these Terms and any other Terms and Conditions or Document(s) relating to use of electronic signatures, these Terms shall control.

**Enforceability.** Whenever possible each provision of these Terms shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of these Terms 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 these Terms.

**Binding Effect.** The obligations hereof shall bind your heirs, executors, administrators, successors, and assigns, and all rights, benefits and privileges hereby conferred on us shall be and hereby are extended to and conferred upon and may be enforced by its successors and assigns. Further, if any Consenting Party is a partnership, the obligations hereof shall continue in force, and apply, notwithstanding any change in the membership of such partnership, whether arising from the death or retirement of one or more partners or the accession of one or more new partners.

**Headings.** Section headings/titles are for convenience only and are not to be used in construing or interpreting these Terms.

**Governing Law.** These Terms shall be governed by the laws of the State of Utah except to the extent that federal law is controlling.

### ELECTRONIC DISCLOSURES AND NOTICES CONSENT

**Scope and Duration.** You have elected to receive all available disclosures, notices and other records ("Records") from us in either paper or electronic form.

**System Requirements.** Your system must have the following necessary hardware and software in order to receive and retrieve electronically: You confirm that your computer or electronic device meets the specifications and requirements listed below, and permit you to access and retain the Records or Documents electronically:

- 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.

We will notify you of any change in the hardware or software requirements needed for access to or retention of electronic Records.

**Confirmation.** By electing to have Records provided to you in electronic form, you agree to confirm your ability to access the information. Please follow these confirmation procedures: By checking the box accompanying this disclosure or otherwise acknowledging acceptance of this disclosure, you confirm that:

- You are agreeing to sign electronically any accompanying Records requiring your signature;
- You have received, reviewed, and agree to this E-Signatures and Electronic Disclosures and Notices Terms and Conditions;
- You have the hardware and software described above and you are able to receive and review Records in the manner we have described above, and that any email address you have provided to us are active and valid;
- You can print on paper the Records or save or send the Records to a place where you can print it, for future reference and access; and
- Unless or until you withdraw your consent, to agree to have Records provided to you electronically.

When we notify you of any system change, you must reconfirm your consent according to the instructions provided at the time, or withdraw your consent, in the manner set forth below.

**Requesting Paper Copies.** You may request paper copies of your Records. To request a paper copy, please follow these procedures: 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 product for any fee that may apply for paper copies.

**Changing Your E-Mail Address.** When you change your e-mail address or other contact information, you must provide us with your new e-mail address or other contact information. If you fail to provide us with this information and electronic Records are returned undelivered, we will contact you to obtain a valid email address. If we cannot reach you, documents will be mailed to your address on file. You may change the email address we have on record for you within the Online Banking website or by contacting us at 866-226-5225.

**Withdrawal of Consent.** Any authorized signer for the account has the right to withdraw at any time the consent to have Records provided in electronic form in any notification approved by us. Your consent withdrawal will not be effective until we receive it and have had a reasonable opportunity to act upon it. To withdraw your consent, please follow these procedures: you must contact us at 866-226-5225 or write to us at Thrivent Bank, Attn: Contact Preferences, PO Box 71111, Salt Lake City, UT 84121-9998. 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. If you withdraw your consent, we will mail any communications and disclosures we are required to provide to you in writing to your address on file. Please be aware that the withdrawal of consent may result in the termination of your access to our Electronic Services including online and mobile banking and your ability to use certain Bank Products and Electronic Services. We will not impose any fee to process the withdrawal of your consent to receive Electronic Communications.

#### **Additional Terms.**

Additional Definitions:

"Electronic Service" means each and every product and service we or our service providers offer that you apply for, use, administer or access 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), either now or in the future.

"Bank 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 Services.

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

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on [access.thriventbank.com](http://access.thriventbank.com) or, with prior notice to you, on another website where we offer Electronic Services.

Records may be delivered to you in a variety of ways. Records 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. A Record 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. A Record 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 Records and electronic communications.

We may always, in our sole discretion, provide you with any Records 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.