

## **WEBSITE TERMS AND CONDITIONS**

### **PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE AND ANY OF THE SERVICES AVAILABLE AND/OR ACCESSIBLE VIA THE WEBSITE.**

Collectively, this Website and all of the services available and/or accessible via this Website shall be referred to in these Terms and Conditions of Use as the "Website Services". The terms "We" or "us" or "our", when used in these Terms and Conditions of Use shall mean Thrivent Trust Company. These Terms and Conditions of Use govern your use of the Website Services. By using any of the Website Services, you signify your assent to these Terms and Conditions of Use. If you do not agree to these Terms and Conditions of Use, you are not authorized to use the Website Services. We reserve the right, at our discretion, to change, modify, add to or remove portions of these terms at any time. Please check these terms periodically for changes.

### **USAGE**

We hereby grant you a limited right to use the Website Services solely for your personal use in connection with your account(s) that you maintain with us. We may revoke this right at any time in our sole discretion.

### **INTELLECTUAL PROPERTY**

The trademarks, logos or service marks (collectively "Marks") displayed on this website are our property or the property of other parties. You are prohibited from using any Marks without our permission or the permission of the third party that owns the Marks. The entire content (including, without limitation, the text and "look and feel" attributes) of the Website Services, other than our logo, are copyrighted by our third party providers or otherwise constitutes the confidential and proprietary information of such third party vendors. All rights are reserved.

### **SECURITY**

You are fully responsible for the use of and all activity originating from your password, whether authorized by, known by you or not, and for the protection of your password. You agree to immediately notify us if you become aware of any of the following: (a) loss or theft of your password; (b) unauthorized use of your password; (c) any other information which you believe compromises the security of the Website Services. You acknowledge that Internet and e-mail communications are not confidential. It is possible that information transmitted to us via the Internet or e-mail may be read or obtained by other parties.

### **VIRUSES**

Because of the marked increase in the fabrication and proliferation of computer viruses affecting the Internet, we want to warn you about infections or viral contamination on your system. It is your responsibility to scan any and all downloaded materials received from the Internet. You agree that neither we nor our third party vendors are responsible or liable for any damage caused by such hazards.

### **LINKED SITES**

The Website Services may provide links to other websites for your convenience in locating related information and services. Neither we nor our third party vendors maintain any of these other websites and have no control over the organizations that maintain these websites or the information, products, or services these organizations provide. Although We believe that the information from these organizations is reliable, neither We nor our third party vendors guarantee their accuracy, completeness or suitability for any purpose. Accordingly, We and our third party vendors expressly disclaim any responsibility for the content of these other websites, the accuracy of the information on these websites and/or the quality of products or services provided by the organizations that maintain them. Neither We nor our third party vendors recommend or endorse these organizations or their products or services in any way. You are prohibited from linking to these Website Services from any other website, from framing any of the materials on these Website Services, and/or from suggesting any affiliation or endorsement between us or our third party vendors. You may print copies of the material contained in these Website Services solely for your internal use in connection with the services provided to you through the Website Services and solely in accordance with these terms and conditions. You are expressly prohibited from selling; distributing; copying, amending; modifying; posting; transmitting; uploading; or similar action regarding the

material in the Website Services including: graphics; text; content; logos or the like. Further, you are prohibited from engaging in unlawful use of the Website Services, and shall be responsible for any such unlawful use.

## **PRIVACY POLICY**

Please review our Internet Privacy Policy which is accessible via the link on the Website and our other policies located at [thriventtrust.com](http://thriventtrust.com).

## **ELECTRONIC NOTIFICATION AGREEMENT**

You can choose to receive electronic documents from us related to your account and no longer receive paper documents. To do so, you must provide your consent and opt-in for electronic delivery. By doing so, the documents will be electronically available for you to view, print or save on the Website. You will be notified via email when a new document is available for your review.

To opt-in for electronic delivery, you need to select "Signup for E-Delivery" under the "Profile" link on the Website after you log in. When you select "Save Settings" on the "Sign up for E-Delivery" screen on the Website, you consent and agree to the following:

- You will no longer receive paper copies in the mail for the documents you have selected to receive electronically.
- You will receive an email notifying you when your document is available on the Website to review.
- You must have a valid email address on file with us to receive notification of availability of electronic documents. You agree to keep your email address current on the Website. You must update your notification email address on the "Sign Up for E Delivery" screen on the Website. Please note, you can change your preferred email address at any time.
- You have or will install Adobe® Reader® to view the documents. If you don't have Adobe® Reader® you can download it free from [adobe.com](http://adobe.com).
- You have the ability to access the internet and you are responsible for any fees an internet service provider may charge you.
- Currently, electronic statement delivery is available for your Thrivent Trust Company account. Additional documents may be available for paperless delivery in the future which will require you to opt-in to paperless delivery for those documents on the Website at that time.
- Your consent to electronic delivery of documents will remain in effect until you revoke it on the Website on the Profile screen under "E-Delivery Settings." There are no fees or other consequences for withdrawing your consent to receive electronic documents.
- You may revoke your consent to receive documents electronically at any time. Please note, by doing so, documents will be sent via U.S. Mail to you in paper form and you will no longer be notified that documents are available electronically.
- You have the right and option to request paper copies of documents received in electronic form at any time free of charge by calling Thrivent Trust Company at (877) 225-8345. Requesting paper copies does not revoke your consent to receive electronic documents.
- This paperless delivery is only applicable to your Thrivent Trust Company account and not to accounts with other Thrivent Financial companies.
- It may take time for your paperless delivery request to become effective, such as one month or quarter for statements, after you initially select paperless delivery.

## **EMAIL**

E-mail is an important communication channel for our Website's visitors. We will use your e-mail address and the content of any e-mail for correspondence purposes and to meet our legal and regulatory requirements regarding customer communications. On occasion, we may use your e-mail address to

send you communications with information about service and product information that we believe may be of interest to you. If you do not want to receive such unsolicited communications from us, simply send us a message to this effect.

#### **NO WARRANTY**

The information available via the Website Services is presented "AS IS" and "AS AVAILABLE" without express or implied warranties, including but not limited to, implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We and our third party vendors expressly disclaim any liability for errors and omissions regarding the information and materials available via the Website Services. We and our third party vendors make reasonable efforts to avoid technological problems, but neither We nor our third party vendors are responsible for any technological problem with the Website Services or your use of the Website Services, and will not be liable for any impact these problems may have on you. You are solely responsible for the hardware, software or other technology you use to access the Website Services. Reference, pricing or other financial information regarding an asset may be made available via the Website Services. Neither We, our third party vendors nor any third party from whom such information is obtained guarantee the accuracy, timeliness or completeness such information, and neither We, our third party vendors nor any third party from whom such information is obtained shall be liable to you in any way for the accuracy, completeness or timeliness of such information.

#### **LIMITATION OF LIABILITY**

Under no circumstances, including, but not limited to, negligence, shall We or our third party vendors be liable for any direct, indirect, incidental, special or consequential or other damages that result from the use of or inability to use the Website Services, even if We, our third party vendors or any of our respective authorized representatives have been advised of the possibility of such damages. You understand and agree that you have no relationship with our third party vendors, and any and all claims that you may have in connection with the Website Services are solely against us, and subject to the terms of our agreement with you. In no event shall our or our third party vendors' total respective liability to you for all damages, losses, and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you, if any, for access to the Website Services. You shall indemnify and hold harmless us and our third party vendors from and against any and all claims, damages, liability and/or costs relating to your or your agents use of the Website Services.

#### **TERMINATION**

We reserve the right to terminate without notice to you your access to the Website Services in our sole discretion, including without limitation, for overuse or abuse of the Website Services. The laws of the State of Wisconsin govern the Website Services in all respects, without regard to its conflict of laws rules. Any disputes or actions shall be initiated and resolved through State of Wisconsin or Eastern District of Wisconsin federal courts. You must destroy all materials or copies of materials obtained from the Website Services upon termination.

#### **ASSIGNMENT**

You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any service provider.

#### **FEEDBACK**

We welcome your feedback, but please understand that anything that you send to us, including ideas, suggestions, proposals, etc., will become our property without any right of compensation and you hereby waive any claim therefore.

#### **CONTACT US**

If you have any questions or need assistance, please contact us at (800) 847-4836.