



ProFed Federal Credit Union ProFed Cards Digital App Terms and Conditions

November 2017

1. TERMS AND CONDITIONS

1.1 It is important that you read these Terms and Conditions carefully. ProFed's Online Privacy Practices Disclosure governs your use of the PROFED CARDS DIGITAL APP Service. A copy is available from our website at www.profedcu.org, along with the Frequently Asked Questions page. If you have any questions about the contents of the documents or do not wish to accept them, please contact us at 1-800-752-4613 before continuing.

1.2 You may have other rights granted by law, and these Terms and Conditions do not affect such rights.

2. OUR DETAILS

2.1 The main office of ProFed Federal Credit Union is located at 1710 St. Joe River Dr., Fort Wayne, IN 46805.

2.2 You can contact us by email at cardservices@profedcu.org or by telephone at 1-800-752-4613.

3. WHO CAN USE THE PROFED CARDS DIGITAL APP SERVICE

3.1 To be eligible to register for the PROFED CARDS DIGITAL APP Service you must be a resident in the United States. In addition, you must have the following:

3.1.1 A Visa® debit/ATM, or credit card with us;

3.1.2 A U.S. mobile telephone account (prepay or monthly contract) with a participating operator;

3.1.3 A compatible mobile phone or browser. The following minimum requirements must be met by your device: A smart phone with the ability to support a downloadable application (e.g. iPhone and Android); A mobile device with internet browsing (mobile web) capability; Have at least 64KB of free memory; Be configured with the standard internet data connectivity settings for your network operator (GPRS, EDGE, or EV-DO), in addition to your normal voice plan, which enables services such as internet browsing and email receipt and delivery from your mobile phone; Have free space available in your mobile phone, email, or service inbox to receive SMS (Text) and email messages;

3.1.4 To receive SMS (Text) Alerts only from the PROFED CARDS DIGITAL APP Service, the minimum device requirements are less. All you need is to have free space in your mobile phone, email, or service inbox to receive SMS (Text) and email messages;

3.1.5 A postal address within the U.S.

3.2 You can only register a participating Visa debit/ATM, or credit card that you are lawfully entitled to use.

3.3 The PROFED CARDS DIGITAL APP Service can be used abroad in countries with compatible mobile networks, though charges may be higher. Fees associated with the transaction are the responsibility of the consumer unless otherwise disclosed by ProFed Federal Credit Union. Please refer to the ProFed Truth in Savings Rate & Fee Schedule provided to you by ProFed Federal Credit Union with regards to fees.

3.4 You are responsible for ensuring that your use of the software application does not cause you to breach any other agreement to which you are a party (e.g. with your mobile network operator).

4. REGISTRATION

4.1 Once you have entered your registration details, you will be asked to confirm that the information is correct. If the information is not correct, you can revisit your registration and correct any mistakes before confirming and submitting your registration to us. It is your responsibility to ensure that your registration is correct before submitting it to us. If you have any problems with your registration, please contact our support line at 1-855-232-0677.

4.2 When you submit your registration, you are requesting to subscribe to the PROFED CARDS DIGITAL APP Service. We may reject your registration if you are not one of our members or otherwise fail to satisfy any of the criteria listed above. If we accept your registration, we will then send you a text message, which will allow you to download a mobile software application to your mobile phone. Use of the software application is subject to the terms and conditions of the software license in these Terms and Conditions. By downloading the software application, you accept the terms of the software license. You should review the software license prior to accepting the terms.

4.3 When we receive your Visa debit/ATM, or credit card account information, we will automatically verify that the information entered is correct, and that the card account belongs to you. Once these details are verified, your card will be activated for the PROFED CARDS DIGITAL APP Service.

4.4 When you first use the service on your mobile phone, you will also be asked to choose a security passcode that you will need to enter each time you wish to use the PROFED CARDS DIGITAL APP Service. You must keep this passcode safe and not write it down or disclose it to anyone.

4.5 Please refer to your ProFed Membership and Account Agreement for information on your liability for unauthorized activity to your account.

5. THE PROFED CARDS DIGITAL APP Service

5.1 The PROFED CARDS DIGITAL APP Service provided by ProFed Federal Credit Union is a service that gives you access to account information. Please note that we may add new services from time to time.

5.2 The complete range of services offered as part of our PROFED CARDS DIGITAL APP Service may include:

5.2.1 Balance inquiries;

5.2.2 Mini statements (transaction history);

5.2.3 Transfers between accounts associated with your registered card (e.g. Checking and Savings);

5.2.4 SMS (text), Push (application), and Email alerts.

5.3 The PROFED CARDS DIGITAL APP Service is normally available 24 hours a day, 7 days a week, and 365 days a year apart from planned downtime, circumstances beyond our reasonable control, outages on any mobile phone network, or where you are not in an area of mobile coverage.

5.4 Further you acknowledge that we may withdraw all or part of the PROFED CARDS DIGITAL APP Service without notice.

6. AUTHORITY

6.1 You authorize ProFed Federal Credit Union and anyone acting on our behalf to accept and act on your instructions and (where relevant) to pay into and from your account(s) the amounts involved when a transaction has been authenticated by the use of the security procedure which is set out below.

6.2 You agree that if you have a joint account we will act on the instructions of either you or the other account holder(s), but you are each responsible for all transactions carried out and for the repayment of any resultant borrowing which arises on your account.

7. SECURITY PROCEDURE

7.1 You must keep your security details secret and take all reasonable precautions to prevent unauthorized or fraudulent use of them.

7.2 You must not disclose your security details to any other person or record your security details in any way that may result in them becoming known to another person.

7.3 Please note that after initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine), then it is likely to be fraudulent and you must not supply your security details to them under any circumstances. Additionally, you should report any such requests to us immediately.

7.4 If you suspect that anyone knows your security details, you must contact us immediately. If you fail to do so, you will be liable for any unauthorized transactions on your account confirmed by use of your security details.

7.5 You will be responsible for all instructions received from us between the time you pass the security procedure until the time you exit from the PROFED CARDS DIGITAL APP Service. Please note that this includes any input errors or instructions sent by someone other than yourself, so please do not leave your mobile phone unattended while you are still logged onto the PROFED CARDS DIGITAL APP Service.

7.6 You acknowledge that you are responsible for all transactions carried out using the PROFED CARDS DIGITAL APP Service on your mobile phone, which may include but not be limited to the payment of fees or other charges.

8. CHARGES

8.1 We may charge you for the PROFED CARDS DIGITAL APP Service and you should refer to the cardholder regulations or ProFed Membership and Account Agreement for details. There may be other taxes and fees related to the PROFED CARDS DIGITAL APP Service that are charged by your mobile phone operator and you should contact your mobile operator for details of their charges (if any) for the PROFED CARDS DIGITAL APP Service. All charges include any applicable sales taxes.

8.2 You agree to pay for the PROFED CARDS DIGITAL APP Service in accordance with the charges outlined in the cardholder regulations or ProFed Membership and Account Agreement and agree that current charges may be amended from time to time. You authorize us to debit automatically the card account you have selected for use with the PROFED CARDS DIGITAL APP Service for all charges in connection with your use of the PROFED CARDS DIGITAL APP Service. In the future, we may add to or enhance the features of the PROFED CARDS DIGITAL APP Service. By using such added features or enhancements, you agree to pay for them in accordance with the charges outlined in the cardholder regulations or ProFed Membership and Account Agreement.

9. ADDING EXTRA CARDS

9.1 You may add another card and additional features to the service from within the software application at any time by following the simple steps in the application software. We will automatically verify each new card request before activating the card for the PROFED CARDS DIGITAL APP Service.

10. LIABILITY

10.1 These Terms and Conditions do not exclude our liability (if any) to you for:

10.1.1 Personal injury or death resulting from our negligence;

10.1.2 Fraud;

10.1.3 Any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

10.2 We are not liable for any losses you suffer arising from fraudulent use of your card where this results from you not keeping your security details safe as recommended by us.

10.3 If your mobile phone is lost or stolen, you must tell us by contacting ProFed Federal Credit Union at 1-800-752-4613 as soon as is reasonably practicable, and in any case within 24 hours of the loss or theft. In addition, it is your responsibility to advise your mobile phone provider of the loss or theft of your mobile phone. Until you tell us that any of these things have happened we will continue to provide the PROFED CARDS DIGITAL APP Service to your mobile phone and we will not be liable if your account information becomes known to someone else as a result.

10.4 We are not liable for any error by you in entering any details when you use the PROFED CARDS DIGITAL APP Service (e.g. if you key in the wrong mobile number).

10.5 If we believe that you or someone else is using or has obtained, or may use or obtain, the PROFED CARDS DIGITAL APP Service illegally, fraudulently or improperly, then we may cancel or suspend your use of the PROFED CARDS DIGITAL APP Service without notice.

10.6 We will not be liable to you if the PROFED CARDS DIGITAL APP Service is not available to you due to any planned downtime, circumstances beyond our reasonable control, or outages on any mobile phone network or where you are not in an area of mobile coverage.

10.7 The PROFED CARDS DIGITAL APP application is provided "as is" with no representation, guarantee, or warranty of any kind as to its functionality. We cannot guarantee that the application will be compatible with every type of mobile phone.

10.8 PROFED FEDERAL CREDIT UNION, VISA INC. AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF PROFED FEDERAL CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF PROFED FEDERAL CREDIT UNION, VISA AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.

10.9 IN NO EVENT WILL PROFED FEDERAL CREDIT UNION BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM THE PROFED CARDS DIGITAL APP SERVICE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE, OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

11. YOUR RIGHT TO CANCEL

11.1 If you wish to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions and then delete the software application from your mobile phone.

11.2 It is your responsibility to delete the software application from your mobile phone if you change your mobile phone or dispose of it.

11.3 You agree that we will not be liable to you or any third party for any modification or discontinuance of the PROFED CARDS DIGITAL APP Service.

12. OTHER IMPORTANT INFORMATION

12.1 We have the right to change these Terms and Conditions at any time and you will be notified in writing by us with regards to the changes.

12.2 If we believe that any price increase or change to the Terms and Conditions is likely to cause you material disadvantage we will let you know as soon as possible prior to any change.

12.3 If you do not agree with any change to the Terms and Conditions, you are free to stop using the PROFED CARDS DIGITAL APP Service at any time. If you wish us to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions, and then delete the software application from your mobile phone.

12.4 We may not necessarily keep a copy of your order and these Terms and Conditions. Accordingly, we advise you to keep a record of your order and a copy of these Terms and Conditions for your information and reference.

12.5 The contract and all communications between us will be conducted in the English language.

12.6 Our relations with you and the formation, existence, construction, performance, validity and all aspects whatsoever of these Terms and Conditions or of any term of these Terms and Conditions will be governed by the laws of Indiana whose courts shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms and Conditions.

12.7 If you have any complaints about the PROFED CARDS DIGITAL APP Service please write to us at 1710 St. Joe River Dr., Fort Wayne, IN 46805 or telephone 1-800-752-4613.

12.8 You acknowledge that there may be third parties who have rights under these Terms and Conditions (including, without limitation, our suppliers, the software application developer and the manufacturer of your mobile phone) and you acknowledge that, to the extent permitted by law, those third parties may exercise their rights under these Terms and Conditions even though they are not a party to them.

Cardholder Terms and Conditions for Mobile Location Confirmation Service

The Service: The Mobile Location Confirmation service (“MLC”) helps to reduce the likelihood that ProFed Federal Credit Union will mistakenly decline a transaction when you are transacting outside your normal purchasing areas. MLC uses location updates sent by your mobile device to help ProFed Federal Credit Union know the difference between fraud and legitimate transactions. Once you enroll, your device will send location updates anytime you are connected to a cell or Wi-Fi network and location services are turned on for your device.

Enrollment and Un-Enrollment: You may choose to enroll or un-enroll one or more cards at any time by using ProFed Cards, ProFed Federal Credit Union’s mobile app. If you un-enroll a card but keep another card enrolled, then location updates will continue to be sent from your device, but ProFed Federal Credit Union will only use your device’s location data in connection with the card(s) remaining enrolled. If no cards are enrolled, your device will not send any location updates in conjunction with MLC. If you choose to un-enroll from MLC, it will not turn off any other location based service offered through this ProFed Federal Credit Union app.

Location Updates: When you enroll in MLC, you agree to allow your mobile device to automatically send location updates. Each location update contains a unique device identifier generated by your card issuer, a timestamp, the event that triggered the location update such as a cell tower change or connection to a Wi-Fi network, and a latitude and longitude which represents the approximate location of your mobile device. This approximate location may be derived from the location of the cell phone tower to which your device is connected, the locations of Wi-Fi networks in the area of your device, or the location of your device. On occasion, if you have GPS turned on, your device’s GPS coordinates may be sent. Location updates sent from your device will not distinguish whether the location sent was of a cell tower, Wi-Fi connection point, or an individual device. The location Appendix Mobile Location Confirmation Service Description updates are sent to ProFed Federal Credit Union and to one or more vendors who help to provide MLC and are contractually obligated to follow ProFed Federal Credit Union policies.

Frequency: Your device may send a location update each time your mobile device either switches from one cell tower to another or connects to a Wi-Fi network. To reduce the number of location updates sent from the device, the application automatically filters out certain updates. Which updates are filtered depends on the movement of the device, the amount of time since the last location update, and whether or not a “Home Area” has been established for the device.

Home Area: After you enroll, it takes two weeks to establish the Home Area of your device. This Home Area is a circular region with a 50 mile radius centered around where your mobile device is most commonly located. As long as your device remains within the Home Area, location updates will generally be sent no more than once every 24 hours. If your Home Area is not yet defined, if your Home Area is being re-validated, or if your device is outside of the Home Area, location updates will be sent more frequently, particularly when the device is in

transit. Your Home Area will be re-validated once every 6 months or if you do not return to your previously defined Home Area after more than 30 days. If you un-enroll in MLC through your mobile app, your Home Area will be purged. If you later re-enroll, it will be necessary to re-establish a Home Area. If your mobile device is most typically located less than 50 miles from a national border, your Home Area will have a radius of less than 50 miles, with the radius equaling the distance to the national border.

Limited Use of Data: ProFed Credit Union and its vendors will use location update data for fraud screening and to improve fraud screening services. We will not share personally identifiable location update data with any third party without your consent, except to comply with court orders, valid legal process such as a warrant or subpoena, and other legal requirements. This mobile app may use data you have provided through the app apart from MLC in other ways described by these Terms and Conditions.

Data Retention: ProFed Federal Credit Union and its vendors will store location update data for a maximum of 18 months, except as required to comply with court orders, valid legal process such as a warrant or subpoena, or other legal requirements.

Data Storage: ProFed Federal Credit Union, and the service providers we may engage, may store and process personal information in different countries from where you reside, including in the United States. Please note that these countries may have different laws and requirements about privacy and data use than where you live.

Charges and Fees: You are solely responsible for acquiring any hardware, devices, software, wireless and internet access, and/or other items required in connection with your enrollment in MLC, and any associated fees, expenses, taxes, or other charges, including but not limited to any mobile data and roaming fees.

Proprietary Rights: All ownership rights in MLC are retained by ProFed Federal Credit Union and its vendors and protected under applicable intellectual property laws and international treaties. All rights not expressly granted to you through these Terms and Conditions are retained by ProFed Federal Credit Union and its vendors. Nothing in these Terms and Conditions grants to you any right to use any trademarks, service marks, logos or other indicia of origin of ProFed Federal Credit Union or its vendors.

Changes to MLC: ProFed Federal Credit Union may, in its discretion, terminate, change, modify, suspend, make improvements to, or discontinue any or all aspects of MLC, temporarily or permanently, including the availability of any service, at any time with or without notice to you. You agree that ProFed Federal Credit Union and its vendors shall not be liable to you or to any third party as a result of taking any of these actions.

Disclaimer of Warranties/Limitation of Liability: MLC, IN WHOLE AND IN PART, INCLUDING ALL SERVICES, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF TITLE OR IMPLIED

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NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVIDERS' CUMULATIVE LIABILITY TO YOU ARISING FROM ANY CAUSE OF ACTION WILL AT ALL TIMES BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL LOSS; OR (B) \$100.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE PROVIDERS' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.