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ProFed Messaging Terms of Service

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The following Messaging Terms of Service (“Messaging Terms of Service”) govern your access to and use of ProFed Federal Credit Union’s chat, text/SMS, video, cobrowsing, secure messaging, and related conversational support services (collectively, the “Services”). The Service may be available through our public website, mobile channels, SMS/text, and authenticated Digital Banking. For purposes of these Messaging Terms of Service, “ProFed” includes ProFed Federal Credit Union and all of its affiliates and subsidiaries.

By clicking “I agree,” checking a box, starting or continuing a conversation, enrolling in a text program, joining a video session, or otherwise using the Service in a manner we designate as acceptance, you acknowledge and agree to these Messaging Terms of Service.

These Messaging Terms of Service supplement our other applicable agreements and disclosures, including our Privacy Notice, Website Terms of Use, Membership and Account Agreement, and, where applicable, our Digital Banking Terms and Conditions. If there is a conflict between these Messaging Terms of Service and another applicable agreement, the more specific agreement will control for the matter at issue. We may maintain records of your acceptance, enrollment, and use of the Service, including the date, time, channel, authentication status, and device session information.

You should retain a copy of this Agreement for future reference.

Quick Guide

Public Website Chat

- Best for general questions, product information, branch or contact routing, and help getting to the right team member.

Authenticated Digital Banking Chat or Secure Messaging

- Generally the best option for account-specific questions, service requests, instructions, and eligible transaction-related matters

Standard Text Messaging

- Helpful for follow-up and service communications

When appropriate, we may ask you to move to a secure link, authenticated Digital Banking, video session, or another approved channel so we can verify your identity, review documents, or complete your request. Using the most appropriate channel helps us protect your information, reduce delays, and provide more complete assistance.

1. Scope of Service

Our messaging services are designed to help you connect with us quickly and conveniently. Depending on the channel, your authentication status, and the nature of your request, the Service may allow you to:

- Communicate with us through public website chat, SMS/text, video, or related channels
- Receive general information and member support
- Interact with an automated assistant and, where available, be connected to a team member
- Continue a conversation seamlessly across channels
- Submit questions, requests, documents, or information

Not every feature is available at all times, in every channel, or for every request. Information provided through the Service about rates, fees, product features, or account terms may be general in nature. Your applicable Membership and Account Agreement, Truth in Savings Disclosure, Rate and Fee Schedule, or other governing product disclosure will always control. Information provided through the Service should not be relied upon as a complete or official statement of rates, terms, approvals, or account statuses.

Communications provided through the Service are for general informational and service-support purposes only and are not a substitute for disclosures required by federal or state law. This includes, but is not limited to, disclosures required under the Truth in Lending Act (TILA), Equal Credit Opportunity Act (ECOA), the Electronic Signatures in Global and National Commerce Act (ESIGN), and other applicable laws and regulations. Required disclosures will be provided through authorized delivery channels in accordance with applicable law.

2. Automated Assistance and Live Representatives

Some of our messaging channels use automation to help answer routine questions, provide general information, gather details to route your inquiry, or connect you with a team member. Automated responses are generated from preconfigured text, website information, workflows, or programmed logic and are intended for general informational and service-support purposes.

You may not always be communicating with a live team member at the start of an interaction. A live team member may join or take over a conversation. Automated responses are for general guidance only and may not reflect every account-specific circumstance. If an automated response conflicts with a governing agreement, disclosure, or official credit union record, the official record controls.

Information provided through automated or live messaging channels may be incomplete, delayed, or may not reflect your most current account status, available balance, or eligibility for products, services, or transactions.

You should not rely on information provided through the Service as the sole basis for making financial decisions or taking action on your account. Official account records, confirmations, and applicable agreements control.

3. Reaching a Live Team Member

We are committed to connecting you with the right support. Live team members are available in many of our channels during business hours. Depending on volume and channel, we may use automated

assistance, queueing, callbacks, secure messaging, or text follow-up before a representative becomes available.

Response times vary by channel, staffing, business hours, message volume, and the nature of the request. We strive to respond as promptly as practicable, but do not guarantee response within a particular timeframe unless required by law or separately agreed in writing.

If your matter is urgent, time-sensitive, or involves a possible financial consequence, please contact us by phone, use authenticated Digital Banking, or visit a branch. ProFed Credit Union member services can be reached at **260-373-1633** or toll-free at **800-752-4613** (ext. 1633), available Monday–Friday, 8:30 AM to 7:30 PM. For lost or stolen cards, call 260-373-1632 or 888-373-2880 after hours. Our public website messaging services are not intended for urgent matters.

4. Channel Security and Trust Levels

Different channels offer different levels of security, identity assurance, and functionality.

We will never request your authentication credentials, passwords, PINs, or one-time passcodes through unsecured or unsolicited communications. If you receive such a request, treat it as suspicious and contact us directly through an official channel or by calling our published phone number.

Here is a quick guide to channel security:

Public website chat

Intended for general information, support, and contact initiation. This is not an authenticated channel, so we are not able to act on sensitive account-specific instructions until your identity has been verified through an approved method.

Standard SMS/text

Ordinary text messages are generally less secure than authenticated secure messaging. Text messages may be delayed, stored on your device, or handled by your carrier in ways outside our control. Please do not send passwords, PINs, full Social Security numbers, full account numbers, or other highly sensitive information through standard text messaging unless we specifically direct you to a secure method.

Authenticated Digital Banking chat or secure messaging

This channel supports additional functions and account-specific assistance, subject to verification and applicable agreements.

Video, co-browsing, and document exchange

These features may involve additional permissions, device settings, and security considerations. Availability may vary.

5. Public Website and Unauthenticated Use

If you use the Service through our public website or another unauthenticated channel, we are happy to help with general questions, publicly available information, and routing you to the right department. For your protection, we are not able to process account instructions, transaction requests, or sensitive service directions through unauthenticated channels until your identity has been verified and we confirm the request may be handled through an approved channel.

This includes requests involving balances, transfers, stop payments, disputes, address changes, account maintenance, password resets, loan servicing, card controls, wire instructions, or similar matters. We may invite you to continue through a secure channel so we can assist you fully.

A communication sent through unauthenticated chat is not deemed received, accepted, authorized, or effective merely because it was transmitted to us.

If we are unable to verify your identity or if a request is submitted through an unauthenticated channel that is not authorized for the type of request, we may decline to act on the request or require that it be resubmitted through an approved channel.

Information provided or communications sent through unauthenticated channels should not be relied upon as a basis for taking action on your account. For your protection, account instructions, transactions, and other sensitive requests will only be acted upon after appropriate verification and confirmation through an approved channel.

Public website use of the Service is also subject to our Website Terms of Use.

6. Authenticated Digital Banking Use

When you use the Service while authenticated in Digital Banking, additional features become available. Depending on the channel, the type of request, and our internal procedures, authenticated use may permit certain account-specific assistance, service requests, instructions, or transaction-related activity, whether handled through automation, a live team member, or both.

Even in authenticated Digital Banking, some requests may require additional verification, documentation, or completion through another channel before we act on them. We may also need to escalate a conversation to a live team member for review, verification, or follow-up. These steps are in place to protect your account and ensure accuracy.

Applicable transfer rules, posting rules, cutoff times, business-day limitations, account restrictions, and other terms governing the underlying account, payment method, or service remain in effect. Your use of the Service within authenticated Digital Banking is subject to our Digital Banking Terms and Conditions and any other applicable account or service agreements.

A communication submitted through authenticated chat or secure messaging is not effective merely because it is transmitted, displayed, routed, or acknowledged, and is not binding on us unless and until accepted by us in accordance with applicable procedures and agreements. Unless we expressly confirm otherwise, an acknowledgment, routing message, status display, automated response, conversation history entry, uploaded document receipt, or similar indicator does not mean that a request, transaction, instruction, or document has been approved, accepted, processed, or completed. Please review any confirmation we provide and contact us if you do not receive the expected confirmation.

Even within authenticated Digital Banking, information provided through chat or messaging may not reflect real-time account activity or final transaction status. Please review your account records and confirmations before relying on any information provided through the Service.

7. Identity Verification and Session Controls

To protect you and your account, we may use one or more authentication methods in connection with the Service, including passwords, device recognition, one-time passcodes, two-factor authentication, single sign-on, session validation, knowledge-based verification, or other security procedures. We may require re-authentication or additional verification at any time before discussing account information or acting on a request.

You are responsible for maintaining the security of your devices, passwords, and authentication credentials, and for notifying us promptly of unauthorized use, changes to your mobile number, or loss of device control.

8. Moving Between Channels

We may allow conversations to continue across channels, including public chat, secure chat, SMS/text, video, callback, and other supported communication channels. Because different channels offer different capabilities, we may ask you to move to a different channel to verify your identity, collect documents, or handle certain requests securely.

By using the Service, you authorize us, where permitted by law and consistent with your communication preferences, to continue a conversation across available channels in order to respond to your request, verify your identity, provide updates, or complete service.

Some channel transitions, including transitions to or from SMS/text messaging or other channels subject to additional legal or consent requirements, may require your prior consent, confirmation, or re-authentication. We will not move you into a channel that requires additional consent without first obtaining that consent in accordance with applicable law. We may maintain records of your consent, confirmation, or re-authentication associated with such channel transitions.

To support continuity, our service providers and we may generate, store, and use conversation notes, summaries, routing information, and related metadata. These are intended to support efficient service and do not necessarily reflect a complete verbatim account of every interaction.

9. Text Messaging Programs and Enrollment

By providing your mobile number, initiating or continuing a text conversation, enrolling in a text program, or otherwise opting in to receive text messages, you agree to receive text messages from us in accordance with your consent and applicable law.

Your consent to receive text messages may include consent to receive messages sent using automated technology, including an automatic telephone dialing system, where permitted by law. Consent to receive text messages is not a condition of establishing membership or obtaining any product or service.

Text messages may be sent using automated systems or other technology. Where applicable, messages may include prerecorded or artificial voice content if delivered through supported channels. Your consent, where required by law, includes consent to receive such communications using these technologies.

You may receive the following categories of text messages, depending on your preferences and

consent:

Informational and Service Messages (no marketing content):

- Service and support messages, including conversational follow-up and responses to your requests
- Operational or account servicing messages, where permitted
- Security and fraud-related alerts
- Appointment, branch, or service notices

Marketing and Promotional Messages (only with separate consent where required)

- Marketing or promotional texts regarding products, services, offers, or events, but only where you have provided any required prior express written consent under applicable law

These categories may be administered through separate programs, numbers, or workflows. Message and data rates may apply depending on your mobile carrier and plan. Message frequency may vary.

You represent that any mobile number you provide is accurate and that you are the subscriber, owner, or authorized user of that number. Please notify us promptly if your mobile number changes or if you are no longer authorized to use it.

10. Opting Out of Text Messages

You may opt out of a particular text program by following the instructions in the message, including replying **STOP** where applicable. Different text programs may have separate enrollment and opt-out processes. Opting out of one program may not affect other texts you separated, requested, or consented to.

You may receive messages for a short period while we process your request, and you may receive a final confirmation message. We may change the number, short code, or sending method used for a text program.

11. Text Message Security

Ordinary text messages are not encrypted. Please do not send passwords, PINs, full account numbers, full Social Security numbers, or other highly sensitive information through standard text messaging unless we specifically direct you to a secure method. If we need to exchange sensitive information with you, we will direct you to a secure link, authenticated Digital Banking, secure messaging, or another approved channel. Please always verify you are using an authentic and secure channel before providing sensitive information.

12. Documents, Uploads, and Secure Links

We may allow you to upload, transmit, receive, or review documents, images, forms, links, or other materials through the Service or through a secure link associated with the Service. We may review, request resubmission of, or decline to rely on submitted materials for security, quality, authenticity, completeness, or operational reasons.

When we request documents, forms, or sensitive information, we may direct you to a secure link,

secure portal, authenticated Digital Banking, secure messaging, or another protected workflow. For your protection:

- ✓ Use only the secure method we provide
- ✓ Verify the destination before uploading or submitting any information
- ✓ Complete all requested steps promptly
- ✓ If a link appears suspicious, expired, inaccessible, or inconsistent with our instructions, do not use it. Contact us directly through an approved channel.

Submission of materials through the Service or use of a secure link or upload tool does not by itself complete a request, satisfy a legal requirement, or mean that a request has been accepted or approved. Submission of a document, image, or other material through the Service or a secure link does not constitute receipt by us for purposes of any requirement under applicable law, or regulation, including any requirement to deliver notices, disputes, error claims, or other communications in a specified manner. Documents or communications that are required by law to be delivered through a designated method will not be considered received or effective unless submitted through that required method. We will confirm acceptance and any additional required steps. Uploaded materials may not be reviewed immediately and may remain subject to verification, completeness review, and operational processing time. Once submitted, uploaded materials may be stored or retained in accordance with our records-retention practices and cannot always be withdrawn or deleted upon request.

13. Video, Co-Browsing, and Enhanced Support Features

The Service may include video sessions, screen sharing, co-browsing, document exchange, or related features. By enabling these features, you consent to the temporary use of your device permissions, such as camera, microphone, or screen-sharing access, as needed for the session.

If you participate in co-browsing or screen sharing, you consent to our viewing the content you choose to display. Please close or conceal any unrelated confidential or personal information before sharing your screen or browser.

Video sessions may be used for identity verification, document review, fraud prevention, or service completion. We may ask you to present identification or respond to verification questions. We may pause or discontinue an enhanced session if technical, security, or compliance concerns arise.

14. Monitoring, Recording, and Recordkeeping

Please be aware that your communication with us through the Service may be monitored and recorded. This notice is provided to all members regardless of location, including members in states that require all parties to a communication to be informed before recording takes place, such as California, Connecticut, Delaware, Florida, Illinois, Maryland, Massachusetts, Michigan, Montana, Nevada, New Hampshire, Pennsylvania, and Washington. By initiating or continuing to use the Service after this notice has been presented to you, you acknowledge and consent to monitoring and recording as described in this section, to the fullest extent permitted by applicable law.

Our service providers and we may monitor, record, transcribe, retain, review, and use communications and related data associated with the Service, including text messages, chat transcripts, secure messages, video sessions, audio, screenshots, shared content, uploads, device

session metadata, timestamps, authentication events, and routing data, for purposes including:

- Quality assurance, team member training, and service improvement
- Security and fraud prevention
- Account servicing and operational support
- Legal compliance and regulatory response
- Dispute resolution and recordkeeping

Monitoring and recording may occur at any time during your use of the Service, including during automated interactions, live team member sessions, and video sessions. Your continued use of the Service after receiving this notice constitutes your acknowledgment and consent to monitoring and recording for the purposes described above, to the fullest extent permitted by applicable federal and state law.

Records generated through the Service may be maintained as business records and relied upon in connection with account servicing, dispute resolution, investigations, regulatory response, and other lawful purposes. If you do not wish to be monitored or recorded, please do not use the Service. You may contact us through alternative channels, such as by phone or in person at a branch location.

Recordings, transcripts, and related records may be used and relied upon as evidence in connection with account servicing, dispute resolution, investigations, legal proceedings, and regulatory matters, to the extent permitted by applicable law.

15. Privacy and Data Use

Our collection, use, disclosure, and retention of personal information in connection with the Service are governed by our Privacy Notice and any other applicable privacy disclosures or account agreements. These Messaging Terms of Service do not replace those privacy disclosures. Use of the Service may also involve the collection of technical, device, usage, and session information necessary to operate, secure, and improve the Service.

16. Multilingual Support

We are pleased to offer support in languages other than English. Any translated, interpreted, or multilingual communication is provided for your convenience. Unless we expressly provide an official translated agreement or disclosure, the English-language version of any governing agreement, disclosure, or record controls.

17. General Information Only – Not Professional Advice

Information delivered through the Service, whether automated or provided by a team member, is for general informational or service-support purposes and does not constitute legal, tax, accounting, investment, or financial planning advice. Your use of the Service does not create a fiduciary, advisory, or agency relationship between you and us.

18. Service Availability

We work hard to keep our messaging services reliable and available. However, the Service is provided

on an “as is” and “as available” basis. Delays, outages, transcription errors, routing issues, and other technical interruptions may occasionally occur. If your request is time sensitive or has a possible financial consequence, please use another approved channel if you do not receive a timely confirmation. We may suspend, modify, or discontinue any part of the Service for operational, security, legal, or compliance reasons, and will communicate changes to the extent practicable.

The Service is not a real-time communication system and may be subject to delays, interruptions, or delivery failures. Message delivery is not guaranteed and may be affected by factors outside our control, including network conditions, device settings, carrier limitations, third-party service providers, or system availability.

You are responsible for ensuring that time-sensitive requests, transactions, notices, or instructions are submitted through an appropriate channel that provides confirmation of receipt and processing. We are not responsible for delays or failures in message transmission, delivery, or processing caused by third-party systems, communication networks, or circumstances outside our control.

Information provided through the Service may not reflect real-time account activity, transaction status, or processing outcomes. Message history timestamps, delivery indicators, or automated status updates do not determine when a request is received, processed, or effective.

You should confirm the status of any request or transaction through an official channel before relying on the information provided.

19. Service Errors, Failed Requests, and Problem Reporting

If you believe the Service provided incorrect information, failed to submit or complete a request, did not upload or display a document properly, disconnected unexpectedly, or otherwise did not function as expected, please contact us promptly through another approved channel, such as phone, secure messaging, or an in-person visit.

A confirmation screen, message history, routing message, or “sent” indicator does not by itself mean that a request has been received, accepted, processed, or completed. If your request is time-sensitive or involves a transfer, payment, stop payment, dispute, fraud concern, or other matter with a possible financial consequence, please follow up directly with us to confirm completion.

We may investigate reported service issues using available transcripts, logs, session records, screenshots, authentication records, and other business records.

20. Accessibility and Alternative Service Options

We are committed to making the Service usable and accessible to all members. If you have difficulty using chat, text, video, co-browsing, secure messaging, or another supported channel because of a disability, assistive technology need, language barrier, device limitation, or connectivity issue, please contact us, and we will work with you to identify another available way to assist you.

Alternative service options may include phone support, secure messaging, in-person assistance at any of our 13 branch locations, or another channel we make available for the type of request involved. We are committed to providing an alternative way to assist you if a channel limitation prevents effective use of the Service.

21. Prohibited Use

You may not use the Service in any unlawful, abusive, harassing, fraudulent, defamatory, obscene, disruptive, or security-threatening manner, or in any way that interferes with the Service, our staff, our members, our vendors, or our systems. We may restrict or end access to the Service for conduct concerns, security, fraud prevention, legal compliance, or other operational reasons.

22. Scope Exclusions

Unless we expressly state otherwise in writing, the Service is not a designated channel for:

- Service of legal process, formal legal notices, or subpoenas
- Document preservation demands
- Time-sensitive stop-payment orders that must be delivered through another permitted channel
- Error-resolution notices required to be delivered in a specified manner under applicable law
- Wire transfer instructions or beneficiary changes
- Any transaction or servicing request that we expressly require to be completed by phone, in person, through Digital Banking, through a signed form, or through another designated channel

If you submit one of these through the Service, we may ask you to resubmit through the appropriate channel and will help direct you to it.

23. Member Feedback and Escalation

We value your feedback and want to know if something is not working. If you are unsatisfied with a service interaction or feel your concern was not resolved, you may ask to speak with a supervisor, contact our Member Services team directly, or visit any branch location. We are committed to addressing concerns promptly and fairly.

24. Notices and Operational Controls

We may present supplemental notices, prompts, acknowledgements, or disclosures at or before the point of interaction. For example, when a chat begins, when a conversation moves to another channel, when you enroll in text messaging, or when you submit a request through authenticated Digital Banking. These notices are intended to clarify the limits and permitted uses of the Service in each channel and to make your experience as transparent as possible.

We may maintain records of the presentation of and your assent to these Messaging Terms of Service and any related notices, prompts, acknowledgments, or enrollment disclosures, including version, date, and time, channel, authentication status, and relevant device, session, user, or system information.

25. Changes to These Terms

We may revise these Messaging Terms of Service from time to time. Where required by law or regulation, we will provide advance notice of material changes. We will post updated terms and,

where appropriate, seek your acceptance before continued use of affected Service features.

26. Order of Precedence

These Messaging Terms of Service supplement other applicable agreements and disclosures. In the event of a conflict between these Messaging Terms of Service and another applicable agreement or disclosure, the following order of precedence will apply:

- Applicable law and required regulatory disclosures control to the extent required by law.
- The Membership and Account Agreement
- Any agreement governing a specific account, product, payment method, or loan controls with respect to that account or product.
- Digital Banking Terms and Conditions control matters related to authenticated access, account instructions, and transactions conducted through Digital Banking.
- Website Terms of Use control public website access and general website use.

These Messaging Terms of Service apply to the Service and will govern to the extent they do not conflict with the agreements above. In addition, channel-specific disclosures, including text messaging program terms or alert enrollment disclosures, apply to the specific program or communication to which they relate and do not replace other governing agreements.

Any arbitration or dispute resolution provision contained in the Membership and Account Agreement applies to disputes arising from or related to the Service.

27. Dispute Resolution

Disputes arising from or related to the Service, including disputes regarding a specific interaction, a request submitted through chat or secure messaging, a text message sent or received, a video session, an alleged failure to process a request, an unauthorized communication, or any other matter connected to your use of the Service, are subject to the dispute resolution and arbitration provisions contained in your Membership and Account Agreement. Those provisions are incorporated here by reference.

If you believe the Service caused an error, failed to complete a request, or otherwise resulted in harm to you, we ask that you first contact us through the Member Feedback and Escalation Process described in Section 23. Many concerns can be resolved quickly and informally, and we are committed to addressing them promptly and fairly. Use of the internal escalation process does not waive any rights you may have under applicable law, and you are not required to exhaust internal remedies before pursuing a legal right or remedy to which you are entitled.

Nothing in these Messaging Terms of Service creates a separate or independent dispute resolution process from the procedures that otherwise govern your membership and account relationship with ProFed. Where these Messaging Terms of Service are silent on a dispute resolution procedure, the applicable account or Digital Banking agreements control.

28. Governing Law; Severability; Headings

These Messaging Terms of Service are governed by applicable federal law and, to the extent not preempted, the laws of the State of Indiana. If any provision of these Messaging Terms of Service is

determined to be invalid or unenforceable, the remaining provisions will remain in full force and effect. Headings are included for convenience only and do not affect interpretation.

29. Electronic Consent and Communications

By agreeing to these Messaging Terms of Service or using the Service, you consent to receive disclosures, notices, and communications related to the Service electronically, including through chat, secure messaging, text message, or other digital channels where permitted by law.

You agree that your electronic acceptance, including by clicking, tapping, checking a box, or continuing to use the Service after being presented with these terms, constitutes your electronic signature and has the same legal effect as a handwritten signature, to the extent permitted by applicable law, including the Electronic Signatures in Global and National Commerce Act (E-SIGN) and applicable state electronic signature laws.

You are responsible for maintaining access to a device capable of receiving electronic communications and for retaining copies of the Messaging Terms of Service and any related disclosures for your records.

30. Limitation of Liability

To the fullest extent permitted by applicable law, the Service is provided on an “as is” and “as available” basis, and we disclaim all warranties of any kind, whether express or implied, including any implied warranties for merchantability, fitness for a particular purpose, and non-infringement.

We are not liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to your use of, or your inability to use, the Service, including but not limited to delays, errors, interruptions, incomplete transmissions, or failure to act on a request submitted through the Service.

To the extent liability cannot be disclaimed, our liability is limited to the maximum extent permitted by law. Nothing in these Messaging Terms of Service limits any rights you may have under applicable consumer protection laws that cannot be waived or limited.

31. Compliance with Applicable Law

We operate the Service in accordance with applicable federal, state, and local laws, including laws governing privacy, consumer protection, electronic communications, accessibility, and security. Your use of the Service is subject to these laws and to the agreements and disclosures that govern your accounts, products, and services with us.

You agree to use the Service only for lawful purposes and in a manner consistent with these Messaging Terms of Service and all applicable laws and regulations. This includes your responsibility to ensure that any information you provide to us is accurate and that any instructions or content you submit through the Service do not violate applicable law or infringe on the rights of others.

To comply with applicable law, regulations, supervisory guidance, industry standards, or directives from a regulatory authority, we may modify, limit, restrict, or suspend any feature or function of the

Service at any time. Where required by law and where circumstances allow, we will provide advance notice of material changes.

Nothing in these Messaging Terms of Service is intended to waive or limit any rights you may have under federal or state law that cannot be waived, including rights under applicable consumer protection statutes. To the extent any provision of these Messaging Terms of Service conflicts with a non-waivable right, that right will control.

32. No Waiver; Severability; Headings

Failure by ProFed to enforce any provision of this Agreement or to exercise any right or remedy shall not constitute a waiver of that provision, right, or remedy, nor shall it prevent ProFed from enforcing that provision or exercising that right or remedy at a later time.

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, the remaining provisions will remain in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it enforceable.

Section headings in this Agreement are included for convenience only and do not affect the interpretation of any provision.