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ProFed Website Terms of Use

Last revised March 17, 2026

These terms of use, together with any documents expressly incorporated by reference (collectively, these “Terms of Use” or “Terms”), govern your access to and use of this website (the “Website”) operated by ProFed Federal Credit Union (“ProFed,” “Credit Union,” “we,” “us,” or “our”) and its contents, functionality, and services offered on or through the Website. These terms apply only to public website use. Use of Online Banking, Mobile Banking, or other account-related services is governed by separate agreements and disclosures. For purposes of these Terms of Use, “ProFed” includes ProFed Federal Credit Union and all of its affiliates and subsidiaries.

THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. IF YOU LIVE IN THE UNITED STATES, PLEASE READ CAREFULLY.

1. Acceptance and Changes to Terms of Use

Please read these Terms of Use carefully. By accessing or using the Website, you acknowledge that you have read, understand, and agree to be bound by these Terms of Use and our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you should not access or use the Website.

We may revise or update these Terms of Use from time to time in our sole discretion. Any changes are effective upon posting to the Website unless otherwise stated. Your continued use of the Website after the revised Terms of Use are posted constitutes acceptance of those changes. The “Last Revised” date displayed on these Terms of Use reflects the most recent revision. We encourage you to review these Terms each time you access the Website to remain informed of any updates.

2. Website Purpose and Content

The Website is designed to provide information about ProFed, our products and services, locations, and member resources, and to make it easier for you to communicate with us and access available services.

The content on the Website is provided for general informational purposes only and is not intended to constitute an offer, solicitation, or commitment by ProFed. Any products or services referenced on the Website are subject to eligibility requirements, approval, applicable disclosures, and the terms and conditions of separate agreements. In the event of any inconsistency, those separate agreements will control.

The Website does not provide personalized financial, legal, tax, or other professional advice. You should consult qualified professionals regarding your individual circumstances.



Use of the Website alone does not create membership, an account relationship, a fiduciary relationship, or any other special relationship with ProFed. Membership and account relationships are established only through applicable applications, eligibility requirements, disclosures, and agreements.

Rates, fees, product descriptions, and other information displayed on the Website are provided for general informational purposes and may change at any time without notice. Official terms, rates, fees, and conditions are provided in applicable account agreements, disclosures, or loan documents, which will control in the event of any inconsistency.

Content on the Website, including text, graphics, offers, rates, and descriptions, may be modified, updated, or removed at any time without notice. While ProFed strives to provide accurate and current information, Website content is not guaranteed to be complete, current, or error-free.

ProFed is committed to making its Website accessible to individuals with disabilities. Information regarding accessibility features and assistance is available in our Website Accessibility Statement.

3. Authenticated Services and Separate Agreements

Certain areas, features, or services available through the Website may require authentication. Access to and use of those services are governed by separate agreements, disclosures, and terms and conditions that apply in addition to these Terms of Use.

If there is any inconsistency between these Terms of Use and the agreement governing a specific authenticated service, the terms of the applicable service agreement will control with respect to that service.

4. Use of Website

a. Permitted Use

You may use the Website for lawful purposes and in accordance with these Terms of Use.

b. User Submissions

If you submit or transmit information through the Website, you are responsible for the content you provide. You agree that information you submit will be true, accurate, and complete to the best of your knowledge. We may rely on the information you provide, but reserve the right to require additional verification at any time.

c. Secure Communications

Your personal information is handled as described in our Privacy Notice, which is incorporated by reference. You agree to use only secure methods of communication when sharing confidential or personally identifiable information, such as account numbers or debit card numbers. Emails sent through the Website's general contact features are not encrypted, and you should not include account-specific or confidential information in those communications. To send a secure message, visit the Secure Email Message Center on the Website's Contact Us page.

5. Prohibited Uses

Any unauthorized use of the Website or the information contained on it is prohibited, including unauthorized access to ProFed’s systems or interference with the operation or security of the Website. Without limiting the foregoing, you agree that you will not use the Website in any manner that violates applicable law, infringes the rights of others, interferes with the operation or security of the Website, or exposes ProFed to liability.

Without limiting the foregoing, you agree that you will not:

- a. Transmit, post, send, upload, distribute, submit, or otherwise make available any materials or content that
 - violate any law;
 - are false, harmful, threatening, abusive, tortious, defamatory, libelous, disparaging, vulgar, obscene, or pornographic;
 - promote violence, racial hatred, terrorism, or illegal acts;
 - or are otherwise objectionable as determined by ProFed in its sole discretion.
- b. Transmit, post, send, upload, distribute, submit, or otherwise make available any content that infringes, violates, or misappropriates any patent, trademark, trade secret, publicity right, privacy right, copyright, or any other intellectual property rights or any other rights of any third party.
- c. Interfere with or disrupt the use and enjoyment of the Website by ProFed or any third party, or engage in any conduct that ProFed determines may harm ProFed or users of the Website or expose them to liability.
- d. Introduce, transmit, post, send, upload, distribute, submit, or otherwise make available any viruses, malware, Trojan horses, worms, logic bombs, or other harmful or technologically disruptive materials.
- e. Impersonate or attempt to impersonate ProFed, a ProFed employee, another user, or any other person or entity, or otherwise misrepresent your identity or the origin of any communication or content.
- f. Use the Website to transmit, post, send, upload, distribute, submit, or otherwise make available through the Website any personal advertising, junk mail, spam, chain letters, pyramid schemes, or solicitations, except where expressly authorized by ProFed.
- g. Access, monitor, scrape, copy, extract, or collect any content, data, or information from the Website using automated means, including bots, spiders, crawlers, scripts, artificial intelligence tools, machine learning systems, data mining tools, or similar technologies, without ProFed’s prior written permission.

You assume full legal responsibility for any of your edits, comments, contributions, or other conduct relating to your use of the Website. ProFed reserves all rights not expressly granted under these Terms of Use and may take any action it deems appropriate in response to prohibited or unauthorized use, including restricting or suspending access to the Website.

6. Virtual Assistant, Chat, and Automated Tools

The Website may include a virtual assistant or automated chat tool designed to help users locate information and navigate Website content. Responses are generated automatically using predefined logic, available data, or other automated technologies and may not account for all circumstances.

Use of chat, messaging, or related communication features is subject to our Messaging Terms of Service, which describe how these services function, applicable limitations, authentication requirements, and how requests are handled.

The virtual assistant may not fully address every question and does not replace assistance from a ProFed team member. Responses may be incomplete, delayed, or inaccurate and are provided for general informational purposes only. Information provided through the virtual assistant does not constitute financial, legal, tax, or investment advice.

Users should not rely on the virtual assistant for account-specific matters, transaction instructions, or time-sensitive requests. Account-related inquiries or requests should be directed through Digital Banking Services or other official ProFed service channels.

The virtual assistant may not be available at all times and may be modified, suspended, or discontinued without notice. Conversations conducted through the virtual assistant may be monitored, recorded, or retained for quality assurance, training, fraud prevention, security, or compliance purposes.

Use of the virtual assistant does not create a contractual, advisory, fiduciary, or other special relationship between you and ProFed.

7. Intellectual Property/Copyright

The Website and its entire contents, features and functionality, including all information, software, text, displays, images, videos and audio, and the design elements (collectively, the “Content”), are owned by ProFed, its licensors or other providers of such material and are protected by copyright, trademark, patent, trade secret or other intellectual property laws and proprietary rights laws.

These Terms of Use permit you to use the Website and its Content solely for your personal, non-commercial use. You may download and print copies of Content for your personal use, provided that no copyright, trademark, or other proprietary notices are removed or altered. Except as expressly permitted by these Terms of Use, you may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit, or otherwise use any Content without ProFed’s prior written consent. No right, title, or interest in or to the Website or its Content is transferred to you. Any downloading of content or other material contained in the Website, or of any site linked to the Website, may be a violation of trademark and copyright laws.

If you submit feedback, suggestions, ideas, or other non-confidential materials regarding the Website or ProFed’s services, you grant ProFed a non-exclusive, perpetual, irrevocable, royalty-free right to use, reproduce, modify, implement, and incorporate such feedback for any lawful purpose, without compensation or obligation to you. ProFed is under no obligation to use or respond to any feedback you provide.

ProFed reserves the right to seek injunctive or other equitable relief, in addition to any other remedies available at law or in equity, to prevent or address unauthorized use, infringement, or misappropriation of the Website or its contents.

8. Third Party Websites, Links, and Social Media

a. Links to Third-Party Websites and Platforms

The Website may contain links to websites, applications, or platforms operated by third parties, as well as references to third-party products, services, vendors, or technologies. These links and references are

provided solely for your convenience and for informational purposes only. ProFed does not control, endorse, sponsor, or assume responsibility for any third-party content, websites, products, or services, whether or not they are linked to or referenced on the Website.

ProFed is not responsible for the content, accuracy, security, availability, or privacy practices of any third-party websites or platforms. Any statements, opinions, or materials expressed by third parties are solely those of the respective third party and do not necessarily reflect the views of ProFed. If you choose to access any third-party websites or platforms, you do so entirely at your own risk and subject to the terms and conditions and privacy policies of those third parties.

b. Linking to the ProFed Website and Use on Social Media

You may link to ProFed’s home page or share links to the Website through social media or other online platforms, provided that you do so in a manner that is fair, lawful, and does not damage or take advantage of ProFed’s reputation. Any such linking must not suggest or imply any form of affiliation, approval, sponsorship, or endorsement by ProFed without ProFed’s prior written consent.

You may not frame, embed, or display the Website or its Content in a manner that alters its appearance or creates a false association with ProFed, nor may you use ProFed’s name, logos, or trademarks in connection with linking without prior written permission. ProFed reserves the right to withdraw linking permission at any time, in its sole discretion.

9. DISPUTE RESOLUTION; MEDIATION; BINDING ARBITRATION; CLASS ACTION AND JURY TRIAL WAIVER

This section applies only to claims or disputes arising out of or relating to your access to or use of the Website or these Terms of Use (“Website Disputes”). It does not apply to disputes relating to any deposit account, loan, membership, digital banking service, or other product or service governed by a separate agreement. If you have agreed to arbitration or dispute resolution provisions in any other agreement with ProFed, those provisions shall govern disputes covered by those agreements.

Any Website Dispute shall be resolved by final and binding arbitration administered by the American Arbitration Association (“AAA”) or JAMS in accordance with its applicable Consumer Arbitration Rules. This arbitration agreement is governed by the Federal Arbitration Act. Arbitration shall be conducted before a single arbitrator in Indiana, unless otherwise agreed. Judgment on the arbitration award may be entered in any court having jurisdiction.

Website Disputes must be brought in an individual capacity only and not as a plaintiff or class member in any purported class, collective, consolidated, representative, or private attorney general proceeding. The arbitrator shall have no authority to conduct any proceeding on a class or representative basis.

To the extent any Website Dispute proceeds in court rather than arbitration, you and ProFed knowingly and voluntarily waive any right to trial by jury. Either party may bring an individual claim in small claims court, if eligible.

If you do not wish to be bound by the Dispute Resolution Provision, including the mediation, arbitration, and no class action waiver provisions in these Terms of Use, you must immediately cease using the Website.

10. Disclaimers and No Warranties

The information provided on or through the Website is made available solely for general informational purposes. ProFed does not warrant the accuracy, completeness, timeliness, or usefulness of any information on the Website, and any reliance you place on such information is strictly at your own risk. ProFed expressly disclaims any liability or responsibility arising from errors or omissions in the Website's content or from reliance on any information obtained through the Website. The Website, its content, and any services or items obtained through the Website are provided on an "as is" and "as available" basis, without warranties of any kind, whether express, implied, statutory, or otherwise. To the fullest extent permitted by applicable law, ProFed disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, availability, and freedom from errors, defects, viruses, or other harmful components.

Use of the Website involves inherent risks associated with internet communications. ProFed does not guarantee the security of information transmitted through non-secure channels, and you acknowledge and accept the risk that communications sent over the internet may be intercepted, lost, delayed, or altered. You are responsible for using appropriate security measures when accessing or communicating through the Website.

Nothing in these Terms of Use or your use of the Website, including information provided through automated tools or features, creates or is intended to create any partnership, joint venture, agency, fiduciary, or other special or representative relationship between you and ProFed. ProFed does not assume any duties or obligations beyond those expressly stated in applicable account agreements, disclosures, or governing law.

The foregoing disclaimers do not affect any warranties or rights that cannot be excluded or limited under applicable law.

11. Limitation of Liability

To the fullest extent permitted by applicable law, ProFed, its directors, officers, employees, agents, and service providers shall not be liable for any damages of any kind arising out of or relating to your use of, or inability to use, the Website or any content made available through the Website, regardless of the form of action or legal theory asserted. This includes, without limitation, any direct, indirect, incidental, consequential, special, or punitive damages, whether arising under contract, tort, statute, or any other legal theory, even if ProFed has been advised of the possibility of such damages.

Without limiting the foregoing, ProFed shall not be liable for damages resulting from errors, omissions, interruptions, defects, delays in operation or transmission, computer viruses, or unauthorized access to or alteration of Website content, or from your reliance on information obtained through the Website. By accessing the Website subject to these Terms of Use, you understand, acknowledge, and agree that you are waiving rights with respect to claims that are at this time unknown or unsuspected.

Nothing in these Terms of Use is intended to exclude or limit any liability that cannot be excluded or limited under applicable law.

12. Enforcement

ProFed may monitor use of the Website as necessary to operate, secure, and maintain the Website. Nothing in these Terms of Use creates any obligation to monitor or review user activity. ProFed may investigate suspected or actual violations of these Terms of Use or misuse of the Website and may take appropriate action consistent with these Terms of Use and applicable law, including restricting or suspending access to the Website where appropriate. ProFed may cooperate with law enforcement authorities, regulators, or comply with court orders, subpoenas, or other legal processes relating to use of the Website or user activity, as required or permitted by law. Such cooperation or compliance may occur without prior notice where notice is not legally required. To the extent permitted by law, ProFed shall not be liable for claims arising out of actions taken in good faith in connection with monitoring, investigation, enforcement, or cooperation with law enforcement or regulatory authorities. You waive and hold harmless ProFed and its affiliates, licensees, and service providers from any claims resulting from any action taken by any of the foregoing parties during or as a result of its investigations and from any actions taken as a consequence of investigations by any such parties or law enforcement authorities.

13. Indemnification

You agree to indemnify, defend, and hold harmless ProFed, its affiliates, licensors, assignees, and service providers, and their respective officers, directors, employees, agents, and representatives from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your violation of these Terms of Use, your misuse of the Website, or your violation of any applicable law or the rights of any third party. ProFed reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, without waiving any rights to indemnification or recovery of costs, and you agree to cooperate reasonably with such defense. This indemnification obligation will survive the termination of these Terms of Use and your use of the Website.

14. Website Operation & Availability

a. Technical Requirements and Compatibility

The Website is designed to operate using current versions of commonly used web browsers, including Chrome, Safari, Edge, and Firefox. While the Website may function on other browsers or devices, ProFed does not represent or guarantee full functionality, compatibility, or performance in environments other than those expressly supported.

You are responsible for obtaining and maintaining all devices, software, internet connections, and security measures necessary to access and use the Website. ProFed is not responsible for any issues arising from your equipment, software, internet service, or configuration.

b. Availability, Changes, and Disruptions

ProFed reserves the right to modify, suspend, restrict, or discontinue the Website or any portion, feature, content, or service offered through the Website at any time, with or without notice. ProFed does not guarantee that the Website or any specific content, feature, or functionality will be available at all times for any particular duration.

The Website may experience interruptions, delays, errors, or unavailability due to maintenance, updates, system limitations, or other planned or unplanned events. You acknowledge that you have no right to continued access to the Website or to any specific content, feature, or functionality, and ProFed shall not be liable for any unavailability or discontinuation of the Website or any part thereof.

ProFed has no obligation to update, correct, or continue to publish any content on the Website, including historical information, and disclaims any duty to revise or correct previously available content.

c. Force Majeure

ProFed shall not be liable for any failure or delay in the performance or availability of the Website resulting from events beyond its reasonable control, including acts of God, natural disasters, power or telecommunications failures, labor disputes, governmental actions, civil disturbances, cyber incidents, or other circumstances outside ProFed's reasonable control.

15. Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, including any dispute or claim arising out of or relating to the Website or these Terms of Use (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Indiana and applicable federal law, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to these Terms of Use or the Website shall be instituted exclusively in federal courts of the United States or the courts of the State of Indiana, in each case located in Allen County, Indiana.

16. Geographic Restrictions

ProFed is located in the State of Indiana in the United States, and the Website is operated and controlled from within the United States. The Website is intended for use by individuals located in the United States in accordance with applicable U.S. laws and regulations. ProFed makes no representation that the Website or its content is appropriate for, available to, or compliant with laws outside the United States. Access to the Website from locations outside the United States is undertaken at your own initiative, and you are responsible for compliance with any applicable local laws or regulations.

17. Assignment

ProFed may assign or transfer these Terms of Use, in whole or in part, in connection with its operations or as otherwise permitted by law. You may not assign or transfer these Terms of Use without ProFed's prior written consent.

18. Waiver, Severability, and Interpretation

No waiver by ProFed of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure by ProFed to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed, and the remaining

provisions shall continue in full force and effect. The headings in these Terms of Use are for convenience only and do not affect the interpretation of these Terms of Use.

19. Notices and Contact Information

This Website is operated by ProFed, 1710 St. Joe River Drive, Fort Wayne, Indiana 46805. Any feedback, comments, questions, or requests for technical support or other communications relating to the Website or Terms of Use should be directed to contactus@profedcu.org. You should not include any account-specific or other confidential information when emailing ProFed using this email address.

Any notices intended to be legally binding or formal in nature must be provided in writing and delivered to ProFed at its principal place of business. General inquiries submitted through the website contact forms or non-secure email channels do not constitute formal legal notice.

ProFed may provide notices or communications regarding these Terms of Use by posting information on the Website or, where appropriate, by other reasonable means.