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ProFed Digital Banking Terms and Conditions

Last updated November 1, 2021

THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR USE OF PROFED DIGITAL BANKING SERVICES ("DIGITAL BANKING" OR, THE "APP") INCLUDING, WITHOUT LIMITATION, THE PAY A PERSON SERVICE AND THE TRANSFER MONEY SERVICE. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND PROFED FEDERAL CREDIT UNION ("PROFED"). PLEASE THOROUGHLY READ THESE TERMS AND CONDITIONS AND ALL DISCLOSURES REFERENCED HEREIN. BY CLICKING THE "I ACCEPT THE TERMS AND CONDITIONS" BUTTON, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. YOU SHOULD RETAIN A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

The ProFed Digital Banking Terms and Conditions constitute an agreement (the "Agreement") between each owner of an Eligible Account (as defined below) ("You" or "Your") and ProFed Federal Credit Union and any of its designated third-party processors or service providers (collectively, "We," "Us," "Our," or "ProFed") in connection with the services provided through the Digital Banking Service (each, a "Service" and collectively, the "Services"). An "Eligible Account" means any savings, checking, or other account type that you maintain with Us that is accessible for use in connection with a particular Service.

General Terms and Conditions

The provisions contained in this "General Terms and Conditions" section are applicable to all the Services offered by ProFed.

1. You agree that Your enrollment in and use of Digital Banking constitutes and shall be deemed to be an acceptance of the terms and conditions contained in this Agreement, the Electronic Funds Transfer Disclosure, and the Truth In Savings Rate and Fee Schedule.
2. You authorize ProFed to post transactions to Your account generated using Digital Banking and text services plus any new service delivery mechanisms which may be included as part of Digital Banking in the future.
3. You agree that You are responsible for all Digital Banking usage of Your accounts (pertains to all existing loan and savings accounts as well as those opened in the future).
4. You understand that You are responsible for keeping Your personal devices used to access Digital Banking secure, including by using current firewalls, spyware blockers, antivirus software, and system patch updates. ProFed strongly recommends enabling a device level password on all mobile devices.
5. You understand that using public WIFI or public devices to access Digital Banking is not recommended due to security concerns and recognize that You are accepting the associated risk if You choose to ignore these recommendations.
6. You understand that by registering for Digital Banking, You are agreeing to access Your statements electronically. You agree to enroll in eStatements & eNotices through Digital Banking, or pay a fee, as reflected in the Truth in Savings Rate and Fee Schedule, to receive paper statements and notices.
7. You agree to provide Us with a valid email address and phone numbers. You agree that if You should change Your email address or phone numbers, You will notify Us of the change or update Your email address or phone number through Digital Banking.
8. If You register for the optional Bill Pay service, You understand payments may be sent by check or electronically through the Automated Clearing House (ACH) system for Bill Pay, and it is solely Your responsibility to ensure payments are scheduled to allow sufficient time for delivery.
9. You agree ProFed will not be liable for any service fees or late charges incurred by usage of Digital Banking and/or the Bill

Pay service.

10. You understand that when registering Your account, You will be asked to select a username and password. You understand that selecting a username and password that is unique to ProFed and does not contain any personally identifiable information is recommended. You also understand that longer and more complex usernames and passwords are more secure.
11. You understand that Your username and password will be used to access Digital Banking. You agree to keep these credentials confidential, to not record them with Your account number, and to not store them on any device with access to Digital Banking. You accept all liability for failure to follow these requirements.
12. You understand that You will be required to setup Enhanced Login Security (ELS) credentials to be used to verify Your identity. Some examples of when ELS may be used would be to verify when You login from a new or unrecognized device, or to reset Your password. ELS options include text messages or voice phone calls to telephone numbers You specify. You understand it is critical that You select telephone numbers that are strictly under Your control and that others could not use to compromise Your account.
13. After entering Your ELS credentials on an unrecognized device, You will be prompted for whether or not the device should be remembered for future access. You agree that You will NOT select the option to remember this device if it is a public device or a device not under Your control. You further agree that if You dispose of or transfer a device that has been marked as a recognized device, it is Your responsibility to either securely wipe the device before disposal or transfer to another individual.
14. You agree to immediately notify ProFed of loss, theft, or unauthorized usage of Your Digital Banking account access. These terms are set forth in the Electronic Funds Transfer Disclosure.
15. If You enable biometrics such as fingerprint ID or Face ID to login for Digital Banking, this information is stored on Your device only. You understand that anyone with a fingerprint ID or Face ID registered on Your device may be able to login to Digital Banking.
16. You understand that ProFed reserves the right to refuse any transaction which would exceed a credit limit, exceed the funds available, or fail to meet minimum advance/withdrawal amounts.
17. You understand that ProFed reserves the right to block access to Digital Banking for Your protection, if alerted to possible suspicious activity. You understand ProFed will never send You an email asking you to click on a link to confirm Your credentials under any conditions. ProFed may call, email or text you with account alerts. Always call Us back at our published numbers if you have any questions about your account or have been contacted about possible fraudulent activity: 260.373.1633 or 800.752.4613 ext. 1633 or contactus@profedcu.org.
18. You authorize ProFed to obtain inquiries through ChexSystems, credit bureaus, or other appropriate credit reporting agencies.
19. You understand that ProFed reserves the right to terminate Your Digital Banking account if it is inactive for 180 days, or if You have not logged in for 90 days. If You have registered for Bill Pay, You understand that this service may be canceled after 90 days of inactivity. You also understand that You may be denied services for any reason allowed by applicable law, including causing a loss to ProFed.
20. This Agreement is the complete and exclusive statement of the agreement between Us and You with respect to the subject matter hereof and supersedes any prior agreement(s) between Us and You with respect to the subject matter. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which We are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and We shall incur no liability to You as a result of such violation or amendment. No course of dealing between Us and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between Us and You regardless of whatever practices and procedures We and You may use.

21. Except as otherwise expressly provided herein, We shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter. We shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered through Digital Banking or through the App) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.
22. From time to time, We may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective at the time they are posted unless a delayed effective date is expressly stated in the revision. Any use of Digital Banking or the App after a notice of change or after the posting of a revised version of this Agreement will constitute your agreement to such changes and revised versions. Additionally, We may, from time to time, revise or enhance the Services and/or related applications, which may render prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Services, and/or related applications, and limit access to only the Services' more recent revisions or enhancements.

Pay A Person (P2P) Service

The provisions contained in this "Pay A Person (P2P) Service" section are applicable to Your use of the Pay A Person Service (the "P2P Service") in Digital Banking or the App. The P2P Service enables you to instruct us to send funds from an Eligible Account to the account of your designated recipient (a "Recipient") at any U.S. financial institution (a "P2P Payment Instruction"). Although the ACH Network is often used to execute P2P Payment Instructions, other payment networks may be used to facilitate the execution of Payment Instructions. In addition to the provisions of this Agreement, your use of the P2P Service is subject to the rules and regulations that govern the applicable funds transfer systems (the "Rules").

1. Eligibility: The P2P Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the P2P Service is not offered to minors.
2. Initiating P2P Payment Instructions: All P2P Payment Instructions must be initiated through Digital Banking or the App and are subject to the terms of this Agreement, the Rules, and applicable laws and regulations, in each case as in effect from time to time.
3. Security Procedure:
 - a. We require You to use security credentials to gain access to the P2P Service, and You will not be allowed to access the P2P Service without correctly entering your security credentials. We may provide you a security code for your use of the P2P Service or for any reset of your settings and You will be required to select or create personalized security credentials thereafter. From time to time, we may require You to select or create different security credentials and may change the types of security techniques used to access for the P2P Service.
 - b. You agree and acknowledge that use of the security credentials and any other security procedures are used to authenticate your identity and verify the instructions you provide to Us, and are not used to detect errors in the instructions, transmission or content of communications. You bear sole responsibility for detecting and preventing any such errors. You authorize Us to follow any and all instructions entered, and transactions initiated using applicable security procedures unless and until You have notified Us, according to notification procedures herein, that such instruction is incorrect or that the security procedures or your security credentials have been stolen, compromised, or otherwise become known to persons other than You and until We have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction using applicable security procedures constitutes sufficient authorization for Us to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your Eligible Account, and you agree and intend that the submission of P2P Payment Instructions using the security procedures shall be considered the same as your written signature to execute such transaction. You acknowledge and agree that you shall be bound by any and all transactions and activity effected through the P2P Service through the use of such security procedures, whether you actually authorized the transaction or not, to the fullest extent allowed by law.
 - b. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your Eligible Account, your security credentials and transmission of P2P Payment Instructions. You warrant that no

individual will be allowed to initiate P2P Payments on Your behalf and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, security credentials and related instructions relating to your account, Digital Banking or the App, the P2P Service, or otherwise provided by Us. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Us immediately. The occurrence of unauthorized access will not affect any P2P Payments made in good faith by Us prior to receipt of such notification plus a reasonable time period thereafter for Us to act on such notice.

4. Compliance with Security Procedure:

- a. If a request for a P2P Payment (or a request for cancellation or amendment of a P2P Payment) received by Us purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Us, and We shall initiate the P2P Payment on Your behalf and, except as limited by applicable law, You shall be obligated to pay Us the amount of such P2P Payment even though the P2P Payment (or request) was not authorized by You, provided We accepted the P2P Payment in good faith and acted in compliance with the security procedures referred to in this Agreement with respect to such P2P Payment. We shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the initiation of a request for a P2P Payment matches the password associated with Your Eligible Account on Digital Banking or the App.
- b. If a request for a P2P payment (or request for cancellation or amendment of a P2P Payment) received by Us was transmitted or authorized by You, You shall pay Us the amount of the P2P Payment, whether or not We complied with the security procedure with respect to that P2P Payment and whether or not that P2P Payment was erroneous in any respect or that error would have been detected if We had complied with such procedure.

5. Payment Authorization and Remittance:

- a. By providing Us with names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct payments, you authorize Us to follow the P2P Payment Instructions that We receive through the P2P Service.
- b. When We receive a P2P Payment Instruction from You, You authorize Us to debit Your Eligible Account and remit funds on your behalf. You also authorize Us to credit Your Eligible Account for the receipt of payments returned to Us because the processing of Your P2P Payment Instruction could not be completed.
- c. We will use reasonable efforts to complete all your P2P Payment Instructions properly. However, We shall incur no liability if We are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 - i. If, through no fault of Ours, the Eligible Account does not contain sufficient funds to complete the P2P Payment Instruction or the P2P Payment Instruction would exceed the credit limit of your overdraft account;
 - ii. The P2P Service is not working properly, and you know or have been advised by Us about the malfunction before you execute the P2P Payment Instruction;
 - iii. The payment is refused or returned by Recipient or Recipient's financial institution;
 - iv. You have not provided Us with the correct information, including but not limited to the correct P2P Payment Instructions or Eligible Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a P2P Payment Instruction; and/or
 - v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution or interference from an outside force) which prevent the proper execution of the P2P Payment Instruction.
- d. It is Your responsibility to ensure the accuracy of any information that You enter into the P2P Service (including but not limited to the P2P Payment Instructions and name, mobile phone number and/or email address for the Receiver to whom you are attempting to send the P2P Payment Instruction), and for informing Us as soon as possible if You

become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but We do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by You.

6. Your Representations and Agreements; Indemnity: With respect to each and every request for a P2P Payment initiated by You, You represent and warrant to Us that:
 - a. You are authorized to initiate such request for a P2P Payment and hereby authorize Us to initiate each P2P Payment requested by You;
 - b. Your P2P Payments are not prohibited as set forth in Section 7;
 - c. You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC; and
 - d. You shall comply with and perform all of your obligations described in any other applicable agreement with Us. You shall indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or warranties.

7. Prohibited Payments: The following types of payments are prohibited through the P2P Service, and We have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:
 - a. Payments to persons or entities located in prohibited territories (including any territory outside of the United States);
 - b. Payments that violate any law, statute, ordinance or regulation;
 - c. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
 - d. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
 - e. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services; and
 - f. Tax payments and court ordered payments including but not limited to Alimony and Child Support.

In no event shall We or our independent contractors or other third parties to whom We assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to Us of any violations of this section or the Agreement generally

8. Our Responsibilities, Liability, Limitations on Liability; Indemnity: In the performance of the Services, We shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. We shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any P2P Payments initiated by You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of a P2P Payment by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Our agent. You agree to indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that We are responsible for any act or omission of You or any other person.
- a. IN THE EVENT OF OUR LIABILITY, WE SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY US AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
 - b. Without limiting the generality of the foregoing provisions, We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Our reasonable control. In addition, We shall be excused from failing to transmit or delay in transmitting a P2P Payment if such transmittal would result in Our having exceeded any limitation upon Our intra-day net funds position established pursuant to present or future regulatory guidelines or in Our reasonable judgment otherwise violating any provision of any present or future risk control program or any rule or regulation of any regulatory authority.
 - c. Subject to the foregoing limitations, our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank for the period involved. At our option, payment of such interest may be made by crediting Your Eligible Account resulting from or arising out of any claim of any person that We are responsible for any act or omission by You or any other person described herein.
9. Inconsistency of Name and Account Number: You acknowledge and agree that, if a P2P Payment describes the Receiver inconsistently by name and/or account number, P2P Payment may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that Your obligation to pay the amount of the P2P Payment to Us is not excused in such circumstances.
10. Cooperation in Loss Recovery Efforts: In the event of any damages for which We or You may be liable to each other or a third party pursuant to the services provided under this Agreement, We and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.
11. Text and Email Alerts: You may request automated alert messages to be sent by text or email for P2P payments. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.
- a. General Provisions for All Text Alerts: By requesting text services, you agree that We may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither We nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call Us at 260-373-1633 or 800-752-4613 ext. 1633 or at contactus@profedcu.org.

Transfer Money (A2A) Service

The provisions contained in this “Transfer Money (A2A) Service” section are applicable to your use of the Transfer Money (A2A) Service (the “A2A Service”) and any portion of Digital Banking or the App through which the A2A Service is offered. The A2A Service enables you to authorize Us to initiate credit and debit entries (each an “Entry”) by means of the Automated Clearing House (ACH) Network pursuant to the terms of this Agreement and the Rules. Each Entry shall be pre-authorized and evidenced by a request initiated electronically as described herein, and will be received by a financial institution with which You have a deposit relationship (an “External Account”)

1. Transmittal of Requests for Entries By You: You shall transmit requests for transfers, either credit or debit Entries to Us via the forms and formats accessible on Digital Banking or the App. Before You will be permitted to submit any request for an Entry, You will be required to verify that you are authorized to transact business on the relevant External Account.
2. Security Procedure:
 - a. We require You to use security credentials to gain access to the A2A Service, and You will not be allowed to access the A2A Service without correctly entering your security credentials. We may provide you a security code for your use of the A2A Service or for any reset of your settings and You will be required to select or create personalized security credentials thereafter. From time to time, we may require You to select or create different security credentials and may change the types of security techniques used to access for the A2A Service.
 - b. You agree and acknowledge that use of the security credentials and any other security procedures are used to authenticate your identity and verify the instructions you provide to Us, and are not used to detect errors in the instructions, transmission or content of communications. You bear sole responsibility for detecting and preventing any such errors. You authorize Us to follow any and all instructions entered and transactions initiated using applicable security procedures unless and until You have notified Us, according to notification procedures herein, that such instruction is incorrect or that the security procedures or your security credentials have been stolen, compromised, or otherwise become known to persons other than You and until We have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction using applicable security procedures constitutes sufficient authorization for Us to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your Eligible Account and you agree and intend that your transmittal of a request for Entries using the security procedures shall be considered the same as your written signature to execute such transaction. You acknowledge and agree that you shall be bound by any and all transactions and activity effected through the A2A Service through the use of such security procedures, whether you actually authorized the transaction or not, to the fullest extent allowed by law.
 - c. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your Eligible Account and your security credentials. You warrant that no individual will be allowed to authorize Us to initiate Entries on Your behalf and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, security credentials and related instructions relating to your account, the Site, the A2A Service, or otherwise provided by Us. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Us immediately. The occurrence of unauthorized access will not affect any Entries initiated in good faith by Us prior to receipt of such notification plus a reasonable time period thereafter for Us to act on such notice.
3. Compliance with Security Procedure:
 - a. If a request for an Entry (or a request for cancellation or amendment of an Entry) received by Us purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Us, and We shall initiate the Entry on your behalf and, except as limited by applicable law, You shall be obligated to pay Us the amount of such Entry even though the Entry (or request) was not authorized by You, provided We accepted the Entry in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such Entry. We shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for an Entry matches the password associated with Your Eligible Account on Digital Banking or through the App.

- b. If a request for an Entry (or request for cancellation or amendment of an Entry) received by Us was transmitted or authorized by You, You shall pay Us the amount of the Entry, whether or not We complied with the security procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if We had complied with such procedure.
4. Processing, Transmittal and Settlement by Us: Except as provided Section 5 Rejection of Entries, We shall (i) process requests for Entries received from You that comply with this Agreement and the Rules, (ii) create Entries on your behalf, and serve as their Originator, as such is defined in the Rules, (iii) transmit such Entries as an Originating Depository Financial Institution to the applicable ACH acting as an Automated Clearing House Operator, and (iv) settle for such Entries as provided in the Rules.
5. Rejection of Entries: We may reject any request for an Entry which does not comply with the requirements of Section 1, Transmittal of Requests for Entries by You, or Section 2, Security Procedures. We may reject a request for an Entry for any reason, including without limitation any request for an Entry that fails to comply with its account balance obligations under Section 9, The Eligible Account, or the security requirements and procedures on Digital Banking or through the App or this Agreement. We shall notify You by e-mail to your e-mail account associated with your access to the App, by telephone, and/or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by Us to the ACH or, its Effective Entry Date. We shall have no liability to You by reason of the rejection of any such request for an Entry, any actual Entry or the fact that such notice is not given at an earlier time than that provided for herein. We may impose restrictions or terminate your ability to participate in the A2A Service in the event of excessive returns or any other practice it deems to constitute a risk.
6. Cancellation or Amendment by You: You shall have no right to cancel or amend any request for an Entry after its receipt by Us. The App will prompt you to verify the accuracy of each request prior to its transmission to Us. However, if such request is pending, but not transmitted to the ACH, We shall use reasonable efforts to act on a request by You for cancellation or amendment of an Entry prior to transmitting it to the ACH but shall have no liability if such cancellation or amendment is not affected. You shall reimburse Us for any and all expenses, losses, or damages We may incur in effecting or attempting to affect any request for an Entry, or the cancellation or amendment of an Entry.
7. Notice of Returned Entries: We shall notify You by e-mail to your e-mail account associated with your access to Digital Banking or the App, by telephone, and/or in writing of the receipt of a returned Entry from the ACH within a reasonable time after We receive such notice. Except for an Entry retransmitted by You in accordance with the requirements of Section 1, Transmittal of Entries by You, We shall have no obligation to retransmit a returned Entry to the ACH if We complied with the terms of this Agreement with respect to the original Entry. You shall reimburse Us for any and all expenses, losses, or damages incurred by Us relating to or in connection with any returned Entry.
8. Payment by You for Entries: You shall ensure the amount of each Entry transmitted to the ACH, for debit transactions with an External financial institution, by Us pursuant to this Agreement, is available in the applicable Eligible Account at such time on the Settlement Date with respect to such Entry.
9. The Eligible Account: You shall at all times maintain a balance of available funds in the Eligible Account sufficient to cover Your payment obligations under this Agreement. In the event there are not sufficient available funds in the Eligible Account to cover Your obligations under this Agreement, You agree that We may, without prior notice or demand, debit any account maintained by You with Us or any affiliate of ours or that We may set off against any amount it owes to You, in order to obtain payment of Your obligations under this Agreement.
10. Account Reconciliation: Entries transmitted by Us or credited to a Receiver's account maintained with Us will be reflected on Your periodic statement issued by Us with respect to the Eligible Account pursuant to the agreement between Us and You. You agree to notify Us promptly of any discrepancy between Your records and the information shown on any periodic statement. If You fail to notify Us of any discrepancy within thirty (30) days of mailing (or in the case of eStatements & eNotice, making available by Us) of a periodic statement containing such information, You agree that We shall not be liable for any other losses resulting from Your failure to give such notice or any loss or interest or any interest equivalent with respect to an Entry shown on such periodic statement, and You shall be precluded from asserting such discrepancy against Us, except as limited by applicable law. Notwithstanding the foregoing, in the event of a conflict or inconsistency between this Agreement, or your Membership and Account Agreement with Us, your

Membership and Account Agreement shall control.

11. Your Representations and Agreements; Indemnity: With respect to each and every request for an Entry initiated by You, You represent and warrant to Us that:
- a. You are authorized to initiate such request for an Entry and hereby authorize Us to initiate each Entry requested by you to initiate the crediting or debiting of the External Account on the Transfer Date shown on such request for an Entry, in the amount provided;
 - b. such authorization is operative at all relevant times, including without limitation (i) at the time you establish the pre-authorization on Digital Banking or through the App, (ii) at the time you request an Entry, and (ii) at the time of transmittal or debiting by Us as provided herein;
 - c. requests for Entries transmitted to Us by You are limited to those types of Entries set forth in Section 1, Transmittal of Requests for Entries By You;
 - d. You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC;
 - e. You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution of final settlement for such Entry; and
 - f. You shall comply with and perform all of your obligations described in any other applicable agreement with Us. You specifically acknowledge that You have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and You shall not be deemed to have paid the Receiver the amount of the Entry.

You shall indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

12. Our Responsibilities, Liability, Limitations on Liability; Indemnity: In the performance of the services required by this Agreement, We shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. We shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any request for Entry received from You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of an Entry by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed our agent. You agree to indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that We are responsible for any act or omission of You or any other person described in this Section 12(a).
- a. IN THE EVENT OF OUR LIABILITY, WE SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY US AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
 - b. Without limiting the generality of the foregoing provisions, We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our reasonable control. In addition, We shall be

excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in our having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of our, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

- c. Subject to the foregoing limitations, our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank for the period involved. At our option, payment of such interest may be made by crediting the Eligible Account resulting from or arising out of any claim of any person that We are responsible for any act or omission of You or any other person described in Section 12(a).
13. Inconsistency of Name and Account Number: You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Us to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by You, even if it identifies a person different from the named Receiver, and that Your obligation to pay the amount to the Entry to Us is not excused in such circumstances.
14. Notifications of Change: We shall notify You of all notifications of change received by Us relating to requests for Entries transmitted by You by e-mail to your e-mail account associated with your access to Digital Banking or through the App, by telephone, and/or in writing within a reasonable time after the receipt thereof.
15. Evidence of Authorization: You agree that your authorization provided on Digital Banking or through the App is conclusive evidence that with regard to each request for an Entry, You authorize and are empowered to authorize Us to submit Entries on your behalf, and that you are and continue to be authorized to transact business on each External Account, for which You have established a pre-authorization. In addition, You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.
16. Cooperation in Loss Recovery Efforts: In the event of any damages for which We or You may be liable to each other or a third party pursuant to the services provided under this Agreement, We and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.
17. Termination: You may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of our receipt of written notice of such termination or such later date as is specified in that notice. We reserve the right to terminate this Agreement immediately upon providing written notice of such termination to You. Any termination of this Agreement shall not affect any of our rights and Your obligations with respect to Entries initiated by You prior to such termination, or Your payment obligations with respect to services performed by Us prior to termination, or any other obligations that survive termination of this Agreement.
18. Text and Email Alerts: You may request automated alert messages to be sent by text or email for the A2A Service. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.
 - a. General Provisions for All Text Alerts: By requesting text services, you agree that We may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither We nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call Us at 260-373-1633 or 800-752-4613 ext. 1633 or at contactus@profedcu.org.