

# PROFED FEDERAL CREDIT UNION

## Website Terms of Use

### **ProFed Federal Credit Union Terms of Use**

These terms of use, together with any documents expressly incorporated by reference (collectively, these “Terms of Use”) govern your access to and use of ProFed Federal Credit Union’s website (the “Website”) and its contents, functionality and services offered on or through the Website. PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING THIS WEBSITE OR VIEWING ITS CONTENTS, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND OUR PRIVACY AGREEMENT, WHICH IS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE. If you do not agree to these Terms of Use, do not use the Website. For purposes of these Terms of Use, “ProFed” includes ProFed Federal Credit Union and all of its affiliates and subsidiaries.

### **Minimum Operating Requirements**

This Website is designed to operate properly using the latest versions of Chrome, Safari, IE/Edge, and Firefox. The features and functionality of the Website may work in a limited manner on other web browsers, but the Website was not designed for use on web browsers other than those listed above. We recommend against the use of web browsers other than those listed above.

### **Use of Information**

All content (words and graphics) on the ProFed Website pages, including terms, special offers, and descriptions are subject to change. Any unauthorized use of the Website or information contained on the Website is forbidden. This includes unauthorized access into ProFed Federal Credit Union’s systems.

### **Submitted/Posted Information**

Your personal information will be handled as described in our Privacy Notice. When submitting information to ProFed via the Website, you agree to provide true and accurate information. You also agree to only use secure methods of communication for sharing confidential or personally identifiable information such as social security numbers, account numbers, debit card numbers, etc.. Posting secure information via social media or through a website form is unsafe and should not be done. Therefore, while the Website includes the ability for you to email ProFed with questions, it is important that no account specific or other confidential information be included using this feature. Emails sent through this channel are not encrypted. Communication using ProFed’s secure email is an acceptable manner for communication of such information. If you have logged into ProFed’s online banking services, emails sent through the online banking system are delivered in a secure manner and you may include account specific information if desired. You are solely responsible for content submitted or posted using the Website. Please review ProFed’s Privacy Notice, which you also agree to by using this Website.

### **Third Party Links**

This Website may include content provided by third parties. Links to websites outside of the ProFed Website are intended as a courtesy to you. ProFed is not responsible for the content or security of the third-party websites and is not implying endorsement of the websites or companies as a result of the link. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by ProFed, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of ProFed. ProFed is not liable for any failure of products or services offered or advertised on third-party sites or for the content or accuracy of any materials provided by any third parties. These sites may contain privacy policies that differ

from ProFed's Privacy Agreement and their websites may provide less security than the ProFed Website. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **Linking to the Website and Social Media Features**

You may link to ProFed's homepage, provided you do so in a way that is fair and legal and does not damage ProFed's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on ProFed's part without ProFed's express written consent.

## **Additional Terms**

Terms and disclosures contained within the Website are separate from, and in addition to, these Terms of Use. In the event of a conflict, the additional terms and conditions will govern for those Website sections or pages.

## **Changes/Disruption of Service**

ProFed reserves the right to change this Website (or any part) and any service or material provided on the Website, in ProFed's sole discretion without notice. The Website may experience disruption to service, planned or unplanned, periodically. Limited or slowed access to the Website may also occur. ProFed is not liable for any damages that may occur as a result of Website slowness or inaccessibility.

## **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) 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 may not be copied, distributed, republished, downloaded, uploaded, transmitted, otherwise used in any manner without ProFed's express written consent. These Terms of Use permit you to use the Website for your personal, non-commercial use only. You may download and print information for your personal use, provided that no copyright, trademark or other proprietary notices are removed. No intellectual property or other rights in or to the Website or its contents are 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.

## **Prohibited Uses**

You may use this Website only for lawful purposes and in accordance with these Terms of Use. You agree that:

- You will not transmit, post, send, upload, distribute, submit or otherwise make available any materials or content that violate any law or that constitute false, harmful, threatening, abusive, tortious, defamatory, libelous, disparaging, vulgar, obscene, or pornographic material or material that promotes violence, racial hatred, terrorism or illegal acts, or is otherwise objectionable (as determined by ProFed in its sole discretion) or in any way violates any federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- You will not transmit, post, send, upload, distribute, submit or otherwise make available any content that is unlawful or 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.
- You will not interfere with or disrupt the use and enjoyment of the Website by ProFed or any third party, or which (as determined by ProFed in its sole discretion) may harm ProFed or users of the Website or expose them to liability.

- You will not transmit, post, send, upload, distribute, submit or otherwise make available any viruses, Trojan horses or other harmful, disruptive or destructive files or material that interfere with ProFed's or any third party's use and enjoyment of the Website and any other software, hardware and data.
- You will not impersonate or attempt to impersonate any person or entity, or otherwise disguise the origin of any content transmitted through the Website or to ProFed (including but not limited to by using email addresses associated with another person).
- You will not transmit, post, send, upload, distribute, submit or otherwise make available through the Website any personal advertising, junk mail, spam, chain letters, pyramid schemes or offer for sale of any products or services, except in areas, if any, specifically designated for such purposes.

You assume full legal responsibility for any of your edits, comments, contributions or other conduct relating to your use of the Website.

## **Disclaimer**

The information provided on or through the Website is made available solely for general information purposes. ProFed does not warrant the accuracy, completeness or usefulness of this information. No warranties of any kind are given in conjunction with the information contained within this Website. Any reliance you place on such information is strictly at your own risk. ProFed expressly disclaims all liability and responsibility arising from any errors or omissions and/or any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. ProFed may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and ProFed is not under any obligation to update such material. ProFed is not liable for any damages, losses, or expenses associated with this Website or any linked websites.

## **Revisions**

ProFed reserves the right in its sole discretion to modify, alter or otherwise change these Terms of Use from time to time. All changes are effective immediately when they are posted. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You also agree that the form and nature of the Website may change from time to time without prior notice to you including, without limitation, certain features, services or functionality no longer being available.

## **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Indiana (and any applicable federal law) without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Indiana in each case located in the City of Fort Wayne and Allen County, although ProFed retains the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country.

## **No Warranties**

ProFed is not liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or any services or items obtained through the Website or to your downloading of any material posted on it, or on any website linked to it.

Your use of the Website, its content and any services or items obtained through the Website is at your own risk. The Website, its content and any services or items obtained through the Website are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither ProFed nor any person associated with ProFed makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Website. Without limiting the foregoing, neither ProFed nor anyone associated with ProFed represents or warrants that the Website, its content or any services or items obtained through the Website will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the Website or the server that makes it available are free of viruses or other harmful components or that the Website or any services or items obtained through the Website will otherwise meet your needs or expectations.

ProFed disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

## **Limitation on Liability**

To the fullest extent permitted by applicable laws, in no event shall ProFed or its licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Website, any websites linked to it, any content on the website or such other websites or any services or items obtained through the Website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

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.

ProFed has the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. 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.

## **Geographic Restrictions**

ProFed, the owner of this Website, is located in the State of Indiana in the United States, and this Website is operated in and controlled from the United States. The Website is for use only by persons located in the United States. ProFed makes no claims that the Website or any of its content is accessible or appropriate outside of the United States. If you access the Website from other locations, you are solely responsible for compliance with any applicable laws.

## **Indemnification**

You agree to indemnify and hold harmless ProFed, its licensors and assigns, and their respective directors, officers, members, agents, and employees, from and against any and all claims, losses, damages, and liabilities, including legal fees and expenses, arising out of your use or misuse of the Website, any violation by you of these Terms of Use, or any breach of the representations, warranties, and covenants made by you herein, or

any violation of any law or regulation. ProFed reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify ProFed, and you agree to cooperate with the defense. ProFed will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it. This indemnification section will survive any termination or expiration of these Terms of Use.

## **Waiver & Severability**

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, and any failure of 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 or part of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision or part shall be eliminated or limited to the minimum extent such that the remaining provisions of any such agreement will continue in full force and effect.

## **Comments and Concerns**

This Website is operated by ProFed Federal Credit Union, 1710 St Joe River Drive, Fort Wayne, Indiana 46805. Any feedback, comments or requests for technical support or other communications relating to the Website should be directed to [contactus@profedcu.org](mailto:contactus@profedcu.org). You should not include any account specific or other confidential information when emailing ProFed using this email address.