



P.O. Box 5466
1710 St. Joe River Drive
Fort Wayne, Indiana 46895-5466
260.483.0514 or 800.752.4613

Truth in Savings Disclosure
Effective 4.01.2024

SAVINGS

Rate Information:

- The dividend rate for your account is 0.05% with an annual percentage yield of 0.05%.
- Your dividend rate and annual percentage yield may change at any time, at our discretion.

Minimum Balance Requirement:

- The minimum balance to open a membership savings is the purchase of a \$5.00 par value share, or a \$10.00 par value share for a joint membership savings. You must maintain this balance.
- There is no minimum balance to open or maintain subsequent savings accounts.
- You must maintain a minimum daily balance of \$125.00 to earn the annual percentage yield disclosed.

Fees: Fees may be charged to your account. See Fee Schedule.

Transaction Limitations: You may make unlimited transactions on your account.

CHECKING: ECHECKING, SIMPLE CHECKING, CHECKING PLUS, STUDENT CHECKING, AND EZ CHECKING

Rate Information:

- The dividend rate for your Checking Plus account is 0.05% with an annual percentage yield of 0.05%.
- eChecking, Simple Checking, Student Checking, and EZ Checking do not pay dividends.
- Your dividend rate and annual percentage yield may change at any time, at our discretion.

Minimum Balance Requirement:

- The minimum balance to open an eChecking, Simple Checking, Student Checking, or EZ Checking is \$25.00.
- There is no minimum balance to maintain an eChecking, Simple Checking, Student Checking, or EZ Checking.
- The minimum balance to open a Checking Plus is \$1,000.00.
- You must maintain the minimum balance of \$1,000.00 in your Checking Plus to avoid a fee. If during the month your Checking Plus falls below the minimum balance of \$1,000.00, your Checking Plus will be subject to a \$7.50 fee for that month.
- You must maintain a minimum daily balance of \$125.00 in your Checking Plus to earn the annual percentage yield disclosed.

Fees: \$5.00 per month for EZ Checking. Fees may be charged to your account. See Fee Schedule.

Transaction Limitations: You may make unlimited transactions on your account.

Bonuses: You will receive a \$25.00 deposit to your eChecking, Simple Checking, or Checking Plus if you use your Visa Debit Card 15 times each month in the first 3 months following card activation. You will receive a \$5.00 deposit to your Student Checking each month in which you use your Visa Debit Card 15 times.

CLUB SAVINGS: CHRISTMAS CLUB AND NAME YOUR OWN CLUB SAVINGS

Rate Information:

- The dividend rate for your account is 0.05% with an annual percentage yield of 0.05%.
- Your dividend rate and annual percentage yield may change at any time, at our discretion.

Minimum Balance Requirement:

- The minimum balance to open any Club Savings is \$1.00. You must maintain a minimum daily balance of \$1.00 in the account.
- You must maintain a minimum daily balance of \$125.00 to earn the annual percentage yield disclosed.

Fees: Fees may be charged to your account. See Fee Schedule.

Transaction Limitations: You may not make partial withdrawals of the funds in any Club Savings.

MONEY MARKET PLUS SAVINGS

Rate Information:

- A daily balance of \$.01 - \$2,499.99 will have a dividend rate of 0.05% with an annual percentage yield of 0.05% on the entire balance.

- A daily balance of \$2,500.00 - \$9,999.99 will have a dividend rate of 0.20% with an annual percentage yield of 0.20% on the entire balance.
- A daily balance of \$10,000.00 - \$24,999.99 will have a dividend rate of 0.45% with an annual percentage yield of 0.45% on the entire balance.
- A daily balance of \$25,000.00 - \$49,999.99 will have a dividend rate of 0.80% with an annual percentage yield of 0.80% on the entire balance.
- A daily balance of \$50,000.00 - \$99,999.99 will have a dividend rate of 1.00% with an annual percentage yield of 1.00% on the entire balance.
- A daily balance of \$100,000.00 or greater will have a dividend rate of 1.29% with an annual percentage yield of 1.30% on the entire balance.
- Your dividend rate and annual percentage yield may change at any time, at our discretion.

Minimum Balance Requirement:

- The minimum balance to open a Money Market Plus Savings account is \$2,500.00 and must be maintained to avoid a fee. If during the month your account falls below the minimum balance of \$2,500.00, your account will be subject to a \$10.00 fee for that month.
- Withdrawals must be made in a minimum amount of \$100.00.
- You must maintain a minimum daily balance of \$125.00 to earn an annual percentage yield of 0.05%; \$2,500.00 to earn an annual percentage yield of .20%; \$10,000.00 to earn an annual percentage yield of 0.45%; \$25,000.00 to earn an annual percentage yield of 0.80%; \$50,000.00 to earn an annual percentage yield of 1.00%; and \$100,000.00 to earn an annual percentage yield of 1.30%.

Fees: Fees may be charged to your account. See Fee Schedule.

Transaction Limitations: You may make unlimited transactions on your account.

TRADITIONAL IRA AND ROTH IRA SAVINGS

Rate Information:

- The dividend rate for your account is 0.15% with an annual percentage yield of 0.15%.
- Your dividend rate and annual percentage yield may change at any time, at our discretion.

Minimum Balance Requirement:

- The minimum balance to open a Traditional IRA is \$10.00.
- You must maintain the minimum balance of \$10.00.
- You must maintain a minimum daily balance of \$15.00 to earn the annual percentage yield disclosed.

Fees: Fees may be charged to your account. See Fee Schedule.

Transaction Limitations: The transaction limitations on IRAs are governed by a separate regulation and will be supplied to you upon specific request for IRA information. Deposits made by direct deposit, account transfer, through audio banking, and digital banking will be reported as attributable to the tax year deposited.

HEALTH SAVINGS CHECKING (HSA)

- A daily balance of \$.01 - \$999.99 will have a dividend rate of 0.05% with an annual percentage yield of 0.05% on the entire balance.
- A daily balance of \$1,000.00 - \$9,999.99 will have a dividend rate of 0.09% with an annual percentage yield of 0.10% on the entire balance.
- A daily balance of \$10,000.00 or greater will have a dividend rate of 0.24% with an annual percentage yield of 0.25% on the entire balance.
- You must maintain a minimum daily balance of \$125.00 to earn the minimum annual percentage yield disclosed.
- Your dividend rate and annual percentage yield may change at any time, at our discretion.

Fees: Fees may be charged to your account. See Fee Schedule.

Transaction Limitations: The transaction limitations HSAs are governed by a separate regulation and will be supplied to you upon specific request for HSA information. Deposits made by direct deposit, account transfer, through audio banking, and digital banking will be reported as attributable to the tax year deposited. Withdrawals made by a Visa Debit transaction, audio banking, digital banking, account transfer, check or cash will be reported as normal distributions.

THE FOLLOWING DISCLOSURES APPLY TO ALL OF THE ABOVE ACCOUNTS

Compounding and Crediting: For all accounts except IRAs, dividends will be calculated daily and will be compounded and credited monthly. Example, for January, dividends would be calculated for the period from January 1st to January 31st. For IRA accounts, dividends will be calculated daily and compounded and credited quarterly. Example, for 1st quarter, dividends would be calculated and paid for the period from January 1st to March 31st. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. If you close your account before dividends are credited, you will receive dividends in the amount that have been accrued.

Balance Computation: Dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in the account each day.

Accrual of Dividends. Dividends will begin to accrue on the business day you deposit non-cash items (i.e., checks) to your account.

Nature of Dividends. Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. The Dividend Rate and APY are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period.

Dividend Rates. The dividend rate and annual percentage yield for all these account types may change at any time, at our discretion.


Dividend Period. For all accounts except IRA Accounts, the dividend period is monthly. For IRA Accounts, the dividend period is quarterly.

Transaction Limitations. In addition to the transaction limitations noted above, ProFed reserves the right to require a member intending to make a withdrawal from any account (except a checking account) to give written notice of such intent not less than seven days and up to 60 days before such withdrawal.

National Credit Union Share Insurance Fund. Your savings is federally insured to at least \$250,000.00 and backed by the full faith and credit of the United States Government. IRA Accounts are separately insured to an aggregate amount of \$250,000.00.

Other Terms and Conditions. The terms and conditions of the accounts offered by ProFed are set forth in the Membership and Account Agreement, which is incorporated herein by reference.

Savings Type	Dividend Rate	Annual Percentage Yield (APY)	Minimum Balance to Open Account	Minimum Balance to Maintain Account	Minimum Average Daily Balance to earn the APY	Minimum Balance Monthly Fees**	Minimum Balance to Avoid Fees**	Transaction Limitations	Account Features	Bonuses
Membership Savings	0.05%	0.05%	\$5.00 Individual/ \$10.00 Joint	\$5.00 Individual/ \$10.00 Joint	\$125.00	None	\$0.00	Unlimited number	Required for membership	
Savings	0.05%	0.05%	\$0.00	\$0.00	\$125.00	None	\$0.00	Unlimited number		
eChecking	0.00%	0.00%	\$25.00	\$0.00	N/A	None	\$0.00	Unlimited number	Requires Digital Banking and eStatement enrollment; waiver of fees on de minimis overdrafts**	\$25.00 at the end of 3 months if there are at least 15 debit card transactions each of the first 3 months
Simple Checking	0.00%	0.00%	\$25.00	\$0.00	N/A	None	\$0.00	Unlimited number	Waiver of fees on de minimis overdrafts**	\$25.00 at the end of 3 months if there are at least 15 debit card transactions each of the first 3 months
Student Checking	0.00%	0.00%	\$25.00	\$0.00	N/A	None	\$0.00	Unlimited number	5 reduced fee overdrafts per month; up to \$15 foreign ATM fees refunded per month; waiver of fees on de minimis overdrafts**	\$5.00 each month there are at least 15 debit card transactions
EZ Checking	0.00%	0.00%	\$25.00	\$0.00	N/A	\$5.00	\$0.00	Unlimited number	Waiver of fees on de minimis overdrafts**	
Checking Plus	0.05%	0.05%	\$1,000.00	\$0.00	\$125.00	\$7.50	\$1,000.00	Unlimited number	Waiver of fees on de minimis overdrafts**	\$25.00 at the end of 3 months if at least 15 debit card transactions each of the first 3 months
Club Accounts	0.05%	0.05%	\$1.00	\$1.00	\$125.00	None	\$0.00	Partial withdrawals not allowed		
Money Market Plus Savings daily balance* of			\$2,500.00	\$0.00	\$125.00	\$10.00	\$2,500.00	\$100 minimum withdrawal amount; unlimited number of transactions		
\$0.01 - \$2,499.99	0.05%	0.05%								
\$2,500.00 - \$9,999.99	0.20%	0.20%								
\$10,000.00 - \$24,999.99	0.45%	0.45%								
\$25,000.00 - \$49,999.99	0.80%	0.80%								
\$50,000.00 - \$99,999.99	1.00%	1.00%								
\$100,000.00 or over	1.29%	1.30%								
Traditional IRA Savings	0.15%	0.15%	\$10.00	\$10.00	\$15.00	None	\$0.00	Per IRS regulations		

Roth IRA Savings	0.15%	0.15%	\$10.00	\$10.00	\$15.00	None	\$0.00	Per IRS regulations		
HSA Checking daily balance* of			\$0.00	\$0.00	\$125.00	None	\$0.00	Per IRS regulations		Effective 4.01.2024
\$.01 - \$999.99	0.05%	0.05%								
\$1,000.00 – \$9,999.99	0.09%	0.10%								
\$10,000.00 or over	0.24%	0.25%								
* The dividend rate applies to the entire balance of your Money Market Plus Account; **See Fee Schedule for All Other Fees **De Minimis fee waivers only apply to items covered by Overdraft Privilege.										



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Truth in Savings Rate & Fee Schedule
Effective 04.01.2024

CHECKING SERVICES

Overdraft Transfer from Savings to Checking	\$5.00
Overdraft Transfer from Line of Credit to Checking	\$10.00
Non-Sufficient Funds (NSF Unpaid) Returned Item	\$29.00
Overdraft Privilege (NSF Paid) *	\$29.00
Student Checking – Overdraft Privilege (NSF Paid) *up to 5 per month/After 5, NSF applies	\$10.00/\$29.00
Overdraft Access to Line of Credit, Prime Line, Home Equity	\$12.00/annual
Check Cashing	\$3.00
Imaged Copy of Check	\$5.00
Counter Checks	\$1.00/page of 4
EZ Checking Account	\$5.00/month
Checking Plus Low Balance	\$7.50/month

MEMBER SERVICES

Cashier's Check	\$5.00
Money Orders	\$1.50
Collection Referral	\$25.00
Stop Payment	\$25.00
Account Reconciliation	\$20.00/hour & \$5.00/minimum
Money Market Plus Low Balance	\$10.00/month
Account History	\$1.00/page & \$5.00/mail
Account Research	\$20.00/information older than 90 days & \$5.00/minimum
Inactive Account	\$6.00/monthly after 6 months
Non-Notification of Address Change	\$2.00/month
Garnishment Processing	\$20.00
Tax Levy Processing	\$30.00
Statement Copy	\$1.00/page & \$5.00/mail
Incoming Wire	\$10.00
Outgoing Wire	\$18.00/Continental & \$50.00/Trans-Continental
Manual Reissue of Visa Debit or Credit Card	\$10.00
ACH/ATM/Visa Debit NSF Item	\$29.00
Paper Statement Fee**	\$5.00/month

*Fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means.

**[De Minimis fee waivers only apply to items covered by Overdraft Privilege.](#) A de minimis overdraft is a transaction that overdraws your account by \$5.00 or less. See the Membership and Account Agreement, which is incorporated herein by reference, for additional information.

**Paper Statement Fee applies to Digital Banking Users Not Enrolled in eStatements/Notices.

The rates, fees, and charges applicable to your accounts with ProFed are set forth on this disclosure. ProFed reserves the right to change the terms and conditions of these accounts from time to time without notice to you unless otherwise required by law.

ProFed Federal Credit Union (ProFed) Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, telephone us at 260-483-0514 OR 800-752-4613, or write us at PO Box 5466, Fort Wayne, IN 46895-5466 as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than **60 days** after we sent the **FIRST** statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

The daily periodic rate and the ANNUAL PERCENTAGE RATE used to compute the FINANCE CHARGE for each open-end loan is printed above the transaction relating to the loan. The FINANCE CHARGE for an open-end loan is computed by applying the periodic rate to each unpaid balance for the exact number of days each balance was outstanding. The balance used to compute the FINANCE CHARGE is the balance each day after credits are subtracted and new advances or other charges added.

Your Billing Rights – Keep This Notice for Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions about Your Bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at PO Box 5466, Fort Wayne, IN 46895-5466. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us at 260-483-0514 or 800-752-4613, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us 3 business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice:

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.



ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by ProFed Federal Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. EFT SERVICES — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.

a. ATM Card. If approved, you may use your card and personal identification number (PIN) in automated teller machines (ATMs) of the Credit Union, Pulse and PLUS® networks, and such other machines or facilities as the Credit Union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

At the present time, you may use your card to:

- Make deposits to your savings, checking, and money market accounts.
- Withdraw funds from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, and money market accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at POS terminals that carry Pulse and PLUS® network logo(s).

The following limitations on ATM Card transactions may apply:

- There is no limit on the number of cash withdrawals you may make in any one (1) day.
- You may withdraw up to a maximum of \$200.00 in any one (1) day, if there are sufficient funds in your account.
- There is no limit on the number of POS transactions you may make in any one (1) day.
- You may purchase up to a maximum of \$200.00 from POS terminals per day, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- If you are making a deposit today and want to withdraw cash from that same deposit, the maximum amount of cash you can withdraw is \$100.00 from a full-service Plus ATM.
- See Section 2 for transfer limitations that may apply to these transactions.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal.

b. Visa Debit Card. If approved, you may use your Visa® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of online gambling transactions. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Pulse and PLUS® networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa, Pulse and PLUS® networks. However, provisions



of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

At the present time, you may also use your card to:

- Make deposits to your savings, checking, and money market accounts.
- Withdraw funds from your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, and money market accounts.
- Make loan payments from your savings and checking accounts.
- Access your Line of Credit accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Visa Debit Card transactions may apply:

- There is no limit on the number of Visa Debit Card purchases you make per day.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$500.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.
- There are daily withdrawal and purchase limits. You will be notified of these limits by the Credit Union before you receive your access card.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

c. Health Savings Account. If you will be using your Visa® debit card to access a Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply. A HSA account is defined by the IRS as a trust account, and therefore is not covered under Regulation E. But portions of this Agreement, such as Visa zero liability provisions for unauthorized use for example, do apply. Funds to cover your card purchases will be deducted from your Health Savings account. You may use your card and personal identification number (PIN) in ATMs of the Credit Union, Pulse and PLUS® networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your Visa card without a PIN for certain transactions on the Visa Pulse and PLUS® networks. However, provisions of this Agreement relating only to Visa debit transactions, such as additional limits on your liability and streamlined error resolution procedures, do not apply to transactions processed through non-Visa networks. To initiate a Visa debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa network.

At the present time, you may also use your card to:

- Withdraw funds from your checking accounts.
- Transfer funds from your checking accounts.
- Obtain balance information for your checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Visa.
- Order goods or services online or by mail or telephone from places that accept Visa.

The following limitations on Health Savings Account transactions may apply:

- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not

guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

d. Audio Teller. If we approve Audio Teller for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Audio Teller to:

- Transfer funds from your savings, checking, loan, and money market accounts.
- Obtain balance information for your savings, checking, loan, money market, and mortgage accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Line of Credit and Credit Card account.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Place stop payments.
- Order check copies.
- Transfer to a ProFed employee.
- Check opt-in status.
- Change access codes.

Your accounts can be accessed under Audio Teller via a touch-tone telephone only. Audio Teller service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Audio Teller transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

e. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your ProFed account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

f. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

g. Digital Banking. If Digital Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Digital Banking to:

- Transfer funds from your savings, checking, loan, and money market accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, certificate, and mortgage accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Line of Credit and Credit Card accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Make loan payments from external accounts with another Financial Institution.
- Access eStatements.

Your accounts can be accessed under Digital Banking via personal computer. Digital Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Digital Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

h. Digital Banking App. If Digital Banking App is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Digital Banking App to:

- Transfer funds from your savings, checking, and money market accounts.
- Obtain balance information for your savings, checking, loan, IRA, money market, club, certificate, and mortgage accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access your Line of Credit and Credit Card accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Make deposits to your savings and checking account using a mobile device (refer to the separate ProFed Mobile Remote Deposit Capture Service Agreement for limitations and more details on this service).
- Access eStatements.

Your accounts can be accessed under Digital Banking App via mobile device or other approved access device(s). Digital Banking App will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Digital Banking App transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

i. Bill Pay. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Pay transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$19,999.99, if there are sufficient funds in your account.
- Maximum transaction amount of \$9,999.99 per payment.

2. TRANSFER LIMITATIONS — None.

3. CONDITIONS OF EFT SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. International Service Assessment.

Visa. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa itself

receives or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

d. Security of Access Code. You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

4. FEES AND CHARGES — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Schedule of Fees and Charges that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your permission and was a Visa transaction, you will have no liability for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

For all other EFT transactions involving your card or access code, including if you were negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

260.483.0514
1.800.752.4613
888.373.2880 after hours (lost/stolen)

or write to:

ProFed Federal Credit Union
P.O. Box 5466
1710 Saint Joe River Drive
Fort Wayne, IN 46895-5466

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

6. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, HSA debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 260.483.0514 or 1.800.752.4613. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

8. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.

- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

260.483.0514
1.800.752.4613

or write to:

ProFed Federal Credit Union
P.O. Box 5466
1710 Saint Joe River Drive
Fort Wayne, IN 46895-5466

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)** business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

** If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit as described above.

12. TERMINATION OF EFT SERVICES — You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

13. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Indiana, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

14. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

PROFED FEDERAL CREDIT UNION
P.O. Box 5466, 1710 St. Joe River Drive
Fort Wayne, Indiana 46895-5466

FUNDS AVAILABILITY DISCLOSURE
WIRE TRANSFER DISCLOSURE

This disclosure contains important information about your rights and liabilities. Please read thoroughly and retain with your valuable papers for future reference.

YOUR ABILITY TO WITHDRAW FUNDS AT
PROFED FEDERAL CREDIT UNION

This policy statement applies to Share Draft Accounts. These are our Transaction accounts, which permit an unlimited number of payments to third parties and unlimited number of telephone and pre-authorized transfers to other accounts of yours with us. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your deposit available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 7:30 P.M. EST on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 7:30 P.M. EST or on a day we are not open, we may consider that the deposit was made on the next business day we are open. Funds put into the Night Depositories after 8:00 A.M. and on weekends and holidays will be credited on the next business day.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$225 of your deposits will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (such as through the night depository, or by mail), or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following conditions:

- * We believe a check you deposit will not be paid.
- * You deposit checks totaling more than \$5,525 on any one-day.
- * You deposit a check that has been returned unpaid.
- * You have overdrawn your account repeatedly in the last six months.
- * There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the first business day we receive the deposit. Funds from the deposits of cash, wire transfers, and electronic payments, will be available on the first business day after the day of your deposit.

Funds from check deposits (except the special kinds of checks described below in this section) will be available on the ninth business day after the day of your deposit.

The first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit

slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than US Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Deposits at Interactive Teller Machines (ITMs)

OUR ITMs. Funds from any deposits at an ITM will follow the above stated availability.

All ITMs that we own or operate are identified as our machines.

Deposits at Automated Teller Machines Owned or Operated by Us

OUR ATMs. It is ProFed Federal Credit Union's general policy to allow members to withdraw funds on the first business day after we receive your deposit. For cash, U.S. Postal Service money orders, Federal Reserve Bank and Federal Home Loan Bank, State or local government checks, cashier's, certified, or teller's checks deposited into one of our ATMs, funds will be made available by the second business day.

All ATMs that we own or operate are identified as our machines.

ATMs NOT OWNED BY US. Funds from any deposits (cash or checks) made at ATMs we do not own or operate may not be available until the fifth business day after the day of your deposit.

Dividend Payment Policy

The dividend policy for this Credit Union is set forth in the Truth-In-Savings Rate and Fee Schedule.

WIRE TRANSFER DISCLOSURE

According to the Bylaws of the Credit Union and Subpart B of Regulation J by the Board of Governors of the Federal Reserve ("Reg. J"), the following disclosure governs the movement of funds by means of wire transfers, automated clearinghouse ("ACH") credits and some book transfers on the Credit Union records.

This disclosure sets forth the duties, responsibilities, and liabilities of all parties involved in a funds transfer. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of these terms.

To the extent that the terms of this disclosure are in conflict with any other disclosure previously presented to you concerning the terms and conditions of your membership and your accounts, the terms set forth in this disclosure shall control.

This disclosure applies to funds transfers as defined in Subpart B of Reg. J.

We may establish or change cut-off times for the receipt and processing funds transfer requests, amendments, or cancellations. Unless other times are posted for various types of fund transfers, the cut-off time will be at 4:00 p.m. on each day the branch is open and which is not a declared federal holiday by the Federal Reserve Board. Payment orders, cancellations, or amendments are received as of the next following funds transfer business day and are processed accordingly.

We may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.

We may require that any outgoing wire transfer be taken only from guaranteed and/or collected funds. We have a right at any time to refuse to complete an outgoing wire request if there is cause to believe the funds provided for the wire transfer are not collected and guaranteed.

We may establish, from time to time, security procedures to verify the authenticity of payment order. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire Transactions, setting forth your rights and liabilities in a wire transfer involving Fedwire.

If you give us a payment order which identifies the beneficiary ("recipient of the funds") by name and identifying account number, you are responsible to the Credit Union if the funds transfer is completed on the basis of the identification or account number you provided. This is true if the beneficiary's financial institution credits the Transaction based only on the identifying account number, even if the name on the account is a person different than the named beneficiary.

If you give us a payment order which identifies an intermediary or beneficiary's financial institution by name and identifying number, a receiving financial institution may rely on the number as the proper identification even if it identifies a different financial institution than named by the financial institution. Therefore, you are responsible for any loss or expenses incurred by a receiving financial institution that executes or attempts to execute the payment order in reliance on the identifying number you provided.

We may give you credit for ACH payments before it receives final settlement of the transfer funds. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and agree, if we do not receive such final settlement, that we are entitled to a refund from you of the amount credited to you in connection with that ACH entry. Therefore, you are responsible for funds advanced to you prior to final settlement, and may, if the funds are not actually received by us, have to repay any funds advanced on your behalf.

ACH Transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, you will receive notice of receipt of ACH items in the periodic statements of your account.

If we receive funds transfer for you or for other persons authorized to have access to your account, you agree that we will provide you with notification of the receipt of all funds transfer by including such items in the periodic statements of your accounts that we provide. You may inquire between receipt of your periodic statements whether or not a specific funds transfer has been received.

If the Credit Union becomes obligated under Reg. J to pay interest to you, you agree that the rate of interest to be paid shall be equal to the declared and calculated rate applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

By participating in any such Transaction named herein, is in itself your acceptance of these rules, policies, and procedures and any other policy or procedure set forth to you at the time of the Transaction.

The information contained herein is current as of 7/1/2020 and may change at any time.



P.O. Box 5466
1710 St. Joe River Drive
Fort Wayne, Indiana 46895-5466
260.483.0514 or 800.752.4613

MEMBERSHIP AND ACCOUNT AGREEMENT

*The information contained herein is accurate and effective as of 07.30.2021. If you have any questions or require current rate information on your Accounts, please call us, stop by our branch offices, or visit profedcu.org. **This disclosure includes Truth in Savings information about your accounts and sets forth your rights and obligations as a user of Credit Union services.***

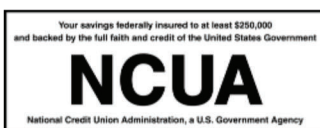
NOTICE OF ARBITRATION PROVISION AND CLASS ACTION WAIVER

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION, INCLUDING A CLASS ACTION WAIVER. IF A CLAIM BETWEEN YOU AND US IS ARBITRATED, YOU CANNOT GO TO COURT, HAVE A JURY TRIAL, OR BRING OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. INSTEAD, THE CLAIM WILL BE RESOLVED BY A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. THIS ARBITRATION PROVISION ALSO EXPLAINS HOW ARBITRATION WORKS AND SOME OF THE DIFFERENCES BETWEEN RESOLVING A CLAIM IN ARBITRATION AND RESOLVING ONE IN COURT.

YOU HAVE THE RIGHT TO OPT OUT OF ARBITRATION AS EXPLAINED IN THE ARBITRATION PROVISION.

ALL OF THE TERMS OF THE ARBITRATION PROVISION ARE SET FORTH IN THE SECTION ENTITLED "DISPUTE RESOLUTION, BINDING ARBITRATION, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER." PLEASE READ IT CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON YOUR LEGAL RIGHTS.

BY OPENING OR MAINTAINING AN ACCOUNT WITH US OR ACCEPTING OR USING ANY ACCOUNT SERVICES, YOU AGREE THAT YOU HAVE READ THE ENTIRETY OF THE ARBITRATION PROVISION AND YOU AGREE TO ALL OF THE TERMS OF THE ARBITRATION PROVISION UNLESS YOU OPT OUT OF ARBITRATION AS EXPLAINED IN THE ARBITRATION PROVISION.



Federally Insured by NCUA



TERMS AND CONDITIONS FOR YOUR ACCOUNTS AND OTHER MEMBERSHIP PROVISIONS

By completing a Membership Application or any other online agreements or agreement cards (individually or collectively the "Membership Application"), depositing the current par value of at least one share to a Membership Savings Account, and receiving approval from a Membership Officer, you have become a member of ProFed Federal Credit Union ("ProFed" or "Credit Union") with all the rights and privileges therein. Membership at the Credit Union comes with certain ongoing responsibilities, including those outlined in our Member Conduct policy. This Membership and Account Agreement, along with any other documents or disclosures we give you pertaining to your membership or account(s), including the Electronic Fund Transfers Agreement and Disclosure and Truth in Savings Rate and Fee Schedule (collectively the "Agreement"), is a contract that establishes the provisions and rules pertaining to your account(s) and your relationship with the Credit Union. Please read the Agreement carefully. By signing your Membership Application and opening an account(s) with us you and your joint account owner(s), if any, agree to be bound by the terms and conditions of the Agreement, as well as our bylaws, amendments to the bylaws, and applicable federal and state laws and regulations which govern our relationship with you. Your continued use of products and services, as they may be amended and modified from time to time, constitutes your agreement to be bound by these amendments and modifications, including modifications made to the Agreement.

Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular. As used in this Agreement, the words "we", "our", and "us" mean the Credit Union and the words "you", "your", and "yours" mean the Member and any individuals who own the account.

MEMBERSHIP. You are eligible to join the Credit Union provided you are an individual or entity qualifying under the field of membership of the Credit Union. You must maintain a Membership Savings Account in your own name or in your name joint with another member. You also must maintain a minimum balance of at least par value of a share, or two shares if joint membership, in your Membership Savings Account; failure to do so may terminate your membership. Your Membership Savings Account will be maintained as any other savings account. By your signature you have authorized us to check your financial history, including reports about your employment, credit and checking history and to verify your eligibility for the accounts and services you have requested **now and in the future**. You may retain your membership for life, providing your membership is active and in accordance with our bylaws.

You agree for yourself (and the person or entity you represent if you sign as representative of another) to the terms of this Agreement, including the fee schedule. You authorize us to deduct these fees and charges, without notice to you, directly from the account. You agree to pay any additional reasonable fees or charges for services you request which are not covered by this Agreement. You agree that, to the extent permitted by law and unless provided otherwise in this Agreement, you are liable for our reasonable costs and expenses, including attorneys' fees, incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint account owner, you and an authorized signer or similar party, or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes, us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute.

BYLAWS. Our bylaws, which we may amend from time to time, establish basic rules about our credit union's policies and operations which may affect your account and membership. You may obtain a copy of the bylaws on request.

ACCOUNT OWNERSHIP OPTIONS. An "Account" means any Savings, Checking, or Other Account Type selected by you. You can set your Account up as either a **single ownership**, where the Account belongs only to the member, no one else has access to the funds; or **joint ownership**, where the Account has two or more owners who have signed the Membership Application for the Account, each owner has the right to access the Account individually. Any act of a joint owner shall be considered the joint and several act of all joint owners. The primary person on the Account must be a member. A joint owner does not have to be a member.

A **single ownership Account** may be held by any individual, corporation, partnership, trust, or other organization qualified for Credit Union membership. The interest of a deceased individual owner will pass to the decedent's estate or Transfer on Death ("TOD") beneficiary(ies) under applicable laws and subject to any provisions of this Agreement governing withdrawal and transfer requests prior to notice of the owner's death.

A **joint ownership Account** may be held by two or more persons and shall be held with **rights of survivorship**, unless otherwise requested in writing by the owners. Upon the death of one of the joint Account owners, that individual's interest will become the property of the surviving joint Account owners.

Any **joint owner** may make deposits to or withdrawals from the joint ownership Account, may pledge the funds on a loan with us, and may give us instructions concerning the Account, unless we have received other specific directions signed by all joint owners. We have no duty to notify any joint owner of the action of the other owners. If we receive notice of a dispute between two or more joint owners, we may require the signatures of all joint owners for all transactions until the dispute is resolved to our satisfaction. We have a lien against the Account for any indebtedness of any joint owner and may enforce our rights against any or all funds in the joint Account, regardless of who contributed the funds to the Account. If we are served with legal process affecting the funds in a joint Account, we may take any action permitted or required by law, pending resolution of the matter. Ownership of the Account cannot be changed by will.

For the Membership Savings Account, the primary member is the only person who may authorize the withdrawal of the minimum required shares and the closure of the Account. If a joint owner tenders written release of his/her rights to the joint Account, that joint owner is still liable for funds and fees accrued or owed at that time, whether or not they have been assessed at that time, regardless of which joint owner caused the obligation.

SAVINGS ACCOUNTS. Savings Accounts are not transferable except on our books. Savings Accounts include the Membership Savings Account, Money Market Plus Savings Account, and any special account designated by you, such as Escrow, and Christmas Club Account, and will be governed by this Agreement, and any other restrictions given to you at the time of opening the Account or amendments made to the Account from time to time.

CHECKING ACCOUNTS. This is a transaction account and it may be accessed by Credit Union approved checks, electronic funds transfer items, or in person. Checking accounts may have automatic overdraft protection from designated Savings or Line of Credit Accounts, if funds are available, or it may qualify to be in the Overdraft Privilege Program.

OTHER ACCOUNTS. The Credit Union offers other accounts, such as Certificates and Individual Retirement Accounts ("IRAs"), that are covered by these rules and special rules disclosed to you at the time of opening the Account, including the Truth in Savings Rate and Fee Schedule.

TRANSFER ON DEATH (TOD) ACCOUNTS. Completion of the TOD beneficiary designation section of the Membership Application creates an Account payable to the owner or owners during their lifetimes, and upon the death of the last owner, payable to the named beneficiaries. Accounts payable to more than one beneficiary are owned jointly without rights of survivorship between the members. Unless otherwise designated by law, we have no obligation to notify any designated beneficiary of the existence of the Account or any vesting interest in the Account. IRA accounts are governed by separate beneficiary designation. We request the Social Security number and a current address and date of birth for each beneficiary added or updated on TOD Accounts or IRA Accounts. You should periodically review all your beneficiary designations and update as needed.

MINOR ACCOUNTS. A minor may establish any Savings Account with us; however, we reserve the right to require a guarantor of at least 18 years of age, who shall be primarily liable to us for any returned item, overdraft, or unpaid charges or amounts on such Account. We may make payments directly to the minor, unless we receive written notice from the minor's guardian to withhold payment from the minor and we have had a reasonable time to act on such notice. Unless the guardian is a joint owner of the Account, the guardian shall not have the right to access the Account. We have no duty to inquire of the use or purpose of any transaction by the minor or joint Account owner. We shall not change the Account status when the minor reaches age 18, unless authorized in writing by all Account owners.

TRUST ACCOUNTS. Trust accounts may be a Simple Trust, a Uniform Transfers/Gifts to Minors Account, or a Living Trust Account held by one or more trustees or custodians pursuant to a written document. One of the beneficiaries or grantors must be eligible for membership. We are under no obligation to act as trustee or custodian, to inquire as to the powers or duties of the trustee(s) or custodian(s), or to inquire of the use or purpose of any transaction by the trustee or custodian. We may place an administrative hold on the Account, in the event of the death of a trustee or custodian until receiving instructions from any person authorized by law or by court order.

POWER OF ATTORNEY/AGENCY. You may wish to appoint an Agent or Attorney in Fact to conduct transactions on your behalf. This may be done by a separate form such as a Power of Attorney. If you have a Power of Attorney on file with us, then the person you have appointed as an Agent or Attorney in Fact can withdraw funds and perform other transactions for you. An agency designation authorizes another person to make certain transactions on designated Accounts. The Agent or Attorney in Fact does not have ownership in the Account or voting rights in the Credit Union. We have no duty whatsoever to monitor or ensure that the acts of the Agent or Attorney in Fact are for your benefit or to inquire of the use or purpose of any transaction. We may rely on this written authorization until such time we are informed in writing of any changes and have had a reasonable opportunity to act on said notice. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an Agent or Attorney in Fact acting under a valid Power of Attorney or other written authorization from you.

NATIONAL CREDIT UNION SHARE INSURANCE FUND. Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States Government. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one form of "ownership"; a joint account, a pay on death-account and a self-directed qualified retirement account (e.g., IRA) are examples of other types of ownership. Share insurance for a member's IRA account is up to \$250,000. Funds are insured up to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. For a more detailed explanation or additional information, you may ask us or the NCUA. You can also visit the NCUA website at www.ncua.gov and click on the share insurance link.

BUSINESS AND ORGANIZATION ACCOUNTS. Accounts held in the name of a member, organization, or association for business purposes (collectively "Company") are governed by this Agreement and the following additional rules. The Account owners agree to inform us of the persons authorized to transact business on behalf of the Company. We may rely on the Account owner's written authorization until such time we are informed in writing of any changes and have time to act on said notice. Third party checks payable to the Company may not be cashed but must be deposited to an Account that has the proper "Doing Business As" (DBA) documentation on file. Unless we have written notice of any wrongdoing, we shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the entity.

DEPOSITS. You can deposit any amount of money you wish into your Account at any branch during our normal business hours. Deposits may be made for all Accounts, if permitted by law, by telephone transfer, at an Automated Teller Machine (ATM) or Video Teller Machine (VTM), by mail, through direct deposit of your recurring deposits, such as Social Security benefits and salary, by mobile deposit, by automatic transfers, or by transfers made via online or mobile banking.

Definitions

- **Banking day** is normally: 9:00 am to 5:00 pm EST Monday through Thursday and 9:00 am to 6:00 pm EST Friday. When Christmas Eve and New Year's Eve fall on a business day, the banking day will be 9:00 am to noon EST.
- **Business day** is a calendar day other than a Saturday or a Sunday, or our posted Observed Holiday schedule.

If your deposit is made after the close of our banking day, or on any non-business day, hereinafter referred to as an "after-hours deposit", we reserve the right to credit your account for the after-hours deposit on the next business day. If we decide to make your after-hours deposit available to you sooner than the next business day on one or multiple occasions, this does not obligate us to make any future after-hours deposits available before the next business day.

All deposits are accepted by us subject to verification. You should retain your copy of the receipt and any other document, which evidences your deposit. If you claim that a deposit was not properly credited to your Account, we may ask you to show us your receipt. You should not mail cash deposits. We will not be liable for any deposit which we do not receive. We shall not be responsible for deposits made by mail or at a special depository facility (such as an ATM or a night depository) until we actually receive the deposit. Use of special depository facilities is at your own risk until we have examined and verified the cash or items. We reserve the right to make adjustments to your Account for computation or other errors related to your Account.

All non-cash deposits are posted to your Account subject to our receipt of final payment. If final payment is not received, we will charge your Account for the amount of those deposits, for any dividend earned on those deposits and for our return of deposited item charge as well, even if those deposits have already been made available to you. If this charge

creates an overdraft, you agree to pay us the amount of the overdraft immediately and we may charge your Account a service charge for the overdraft. We receive final payment for deposit items at different times depending on the location of the financial institutions or other parties who will pay the items. Our receipt of final payment may be delayed further due to circumstances beyond our reasonable control. If we must pay any fees to collect your deposit, we will charge them to your Account and we may impose a service charge for the collection. We reserve the right to refuse or to return all or part of a deposit for collection at any time.

ENDORSEMENTS. The law allows us to supply a missing endorsement to a deposited check, draft, or other instrument. However, we reserve the right to refuse to accept for deposit any item which does not bear a proper endorsement, which is payable to someone other than you or under any other circumstances in our sole discretion. If a government, insurance, or other check or draft requires an endorsement set forth on the back of the check or draft, we may require endorsement as set forth on the item. Federal law specifies locations on drafts and checks for your and our respective endorsements. The allowable endorsement space for you measures 1 1/2 inches from the "trailing edge" of the item. (The trailing edge of an item is the edge where the words "pay to the order of" appear on the opposite side). If our endorsement is illegible because you have endorsed the item in the wrong location or if any other markings you or any prior endorser has made on the item cause any delay or error in processing the item for payment, you will be liable for any resulting losses.

ELECTRONIC/ACH CREDITS & WIRE TRANSFERS. If you receive a credit to your Account through the Automated Clearing House ("ACH") network (i.e., payroll, Social Security and retirement, or other government deposits), the rules of the National Automated Clearing House Association shall govern. ACH Credits and Debits will be posted on the settlement date provided by the originator. Wire transfers are governed by Federal Reserve Regulation J. When you agree for us to receive funds by wire or ACH transfer, we are not required to give you notice at the time the funds are received. Instead, we will notify you of the credit on your regular Account statement. Please refer to our Electronic Funds Transfer and Wire Transfer Disclosures.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES.

Generally. The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdraft fees and nonsufficient fund (NSF) fees is important and can help you avoid being assessed fees. The amount of our overdraft and NSF fee is disclosed in a separate Truth in Savings Rate and Fee Schedule.

An overdrawn account will typically result in you being charged overdraft fees or NSF fees. An overdraft fee is charged when your Available Balance is not sufficient to pay a request for payment of an item (e.g., check, wire transfer, ACH, ATM or debit card transaction) that is presented for permanent payment, but we pay or cover the request for payment anyway. You incur an overdraft fee but since we paid the request for payment on your behalf, the request for payment is not returned (e.g., no bounced check). An NSF fee is charged when your Available Balance is not sufficient to pay a request for payment of an item that is presented for permanent payment, we reject the request and the request for payment is returned unpaid. In either situation, we can charge you a fee(s).

The Credit Union's overdraft options are described below:

- **Overdraft Transfers** - you may opt in to overdraft transfers from a savings or a line of credit. Fees apply, as disclosed in the Truth in Savings Rate and Fee Schedule. This is the first method of overdraft attempted, before Overdraft Privilege is considered.
- **Overdraft Privilege Program** - you do not have to opt in to this purely discretionary program for items clearing by ACH, Checks, Wires, and recurring debit card items. ProFed may elect to pay items that are overdrawn after your overdraft transfer from a savings or line of credit balance is depleted using its discretionary Overdraft Privilege program. ProFed determines if your account is eligible for Overdraft Privilege as well as the Overdraft Privilege Limit (the amount that the account can be overdrawn and paid, including fees).
- **Overdraft Privilege Program for ATM and One Time Debit Card Transactions** - if the Credit Union determines that you are eligible for Overdraft Privilege, you may opt in to cover ATM and one time debit card transactions. For accounts with joint ownership, any owner may opt in to or opt out of Overdraft Privilege for ATM and one time debit card transactions.

If your account becomes overdrawn, you must deposit enough money into your account to pay both the overdraft items themselves and any fees we charge, and you must do so immediately and without notice or demand from us. Additional fees may be assessed if your account continues to be overdrawn.

Definitions

- **Available Funds** is the amount available in your account at any point in time for all withdrawals posting, and authorization requests. Your available funds determine whether an item is authorized, paid, or returned NSF.
 - For debit card authorizations, your Available Funds are calculated using your Actual Balance, minus any minimum balance requirement, minus any holds (including debit card authorization holds), plus any available Overdraft Transfer amount and, if applicable, your Overdraft Privilege Limit.
 - For all other transactions, including, debit card payments, your Available Funds are calculated using your Actual Balance, minus any minimum balance requirement, minus any holds (excluding debit card authorization holds), plus any available Overdraft Transfer amount and, if applicable, your Overdraft Privilege Limit.
- **Available Balance** is the amount of funds in your account at any point in time minus any minimum balance requirement, and minus holds (excluding debit card authorization holds). The Available Balance will be less than the Actual Balance when there are non-debit holds (e.g., funds held from deposits that are not yet fully available for withdrawal or transfer). This is the amount displayed as your available balance at an ATM/VTM, through online or mobile banking, and via interactive voice response systems. This is also the balance we use when posting withdrawals to your account to determine whether or not an NSF fee or overdraft fee should be charged. Your Available Balance may not reflect every withdrawal you have initiated or authorized (such as outstanding checks and automatic payments that you have authorized).
- **Actual Balance** is also known as the ledger balance. Your Actual Balance reflects all withdrawals that have settled and posted to your account up to that point in time. Your Actual Balance does not reflect outstanding withdrawals, such as checks that have not yet cleared and electronic transactions such as ACH withdrawals and debit card transactions that have been initially authorized but are still pending. Actual Balance does not take into account any holds, minimum balance requirements, or overdraft options.

It is important that you understand the difference between your Available Funds, Available Balance, and your Actual Balance.

Overdraft or NSF fees will be assessed and charged to you based on your Available Balance in your account at the time a request for payment of an item is presented for permanent payment. When we use the term “presented for permanent payment” or “presented for payment” or a similar phrase with respect to overdraft and NSF fees, we are referring to the time of settlement - when a request for payment settles and posts to your account, not the time of initial authorization. When we use the phrase “funds in your account” or similar phrase with respect to overdraft and NSF fees, we are referring to money in your account based on your Available Balance.

Debit Card Authorization Holds. When you use your debit card for transactions, the merchant requests us to initially pre-authorize the transaction. We rely on the merchant to inform us if a debit card transaction is a one-time or recurring transaction. At the time of the initial request, we approve or decline the merchant’s request based on your Available Funds. If we approve the request, we will reduce your Available Funds by the amount of the merchant’s authorization request. This is known as a debit card authorization hold. The merchant determines the amount of the hold. Some merchants (e.g., hotels, restaurants, gas stations, car rental companies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction in your Available Funds may be less or greater than the amount posted when the item is presented for permanent payment.

Debit card transactions will be reflected as pending transactions from the time we receive the initial request until the merchant presents the item for permanent payment, which is typically 1-3 days, or the hold is expired, whichever comes first.

Debit card authorization holds are used in determining your Available Funds and whether or not a request for payment from a merchant should be approved or declined. Debit card authorization holds are not used in determining your Available Balance and whether an overdraft or NSF fee will be charged.

Example:

A transaction may still result in an overdraft even if your **Available Balance** appears sufficient for the transaction at the time you make the transaction. This is because your **Available Balance** may not reflect all of your outstanding checks, bill payments, or other transactions that have not yet been presented for permanent payment from the account.

For example, assume you have an **Available Balance** of \$100 and **Available Funds** of \$300, which includes \$200 of overdraft options. You have opted in to use Overdraft Privilege for one-time ATM and debit card transactions.

If you were to use your debit card to make a signature transaction for an \$90 purchase, the merchant would ask us to pre-authorize a payment in the amount of \$90. Thus, we would place a debit card authorization hold on your Account for \$90.

- Your **Available Funds** are now \$210. This is the amount we would use to approve additional authorizations.
- Your **Available Balance** is still \$100 because we exclude the debit authorization holds when calculating your Available Balance.
- Your **Actual Balance** is still \$100 because this transaction has not yet been presented for permanent payment.

Before the merchant's charge of \$90 is sent to us for permanent payment, you make a \$40 withdrawal at an ATM/VTM.

- Your **Available Funds** are now \$170. This is the amount we would approve for additional authorizations.
- Your **Available Balance** is \$60 because the ATM transaction posted to your account and we continue to exclude the debit authorization hold when calculating your Available Balance.
- Your **Actual Balance** would be \$60 because the ATM transaction has posted, but the debit transaction has not yet been sent to us to withdraw from your account.
- When the debit card transaction (\$90 purchase) is now presented for permanent payment, your Available Balance is insufficient. Your Available Funds, including your Overdraft Privilege, are sufficient to cover the item and you will be charged an overdraft fee.

WITHDRAWALS. Money can be withdrawn from your Account in different ways, as permitted for each type of Account. Some, but not necessarily all, of the ways you can "withdraw" the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems, and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

If you make withdrawals by check, the check must be properly completed and signed by you or your representative whose authority is on file with us. We are authorized to recognize your signature but are not liable for refusing to honor any item or instruction of yours if we believe in good faith that the signature on such item is not genuine.

Checks or other debit items presented against your Account are paid based upon your Available Funds. We are only required to permit a withdrawal if your Available Funds is sufficient to cover the whole amount of the withdrawal. Checks or other debit items presented against an insufficient Available Balance may be subject to a service charge as disclosed in our current Truth in Savings Rate and Fee Schedule. The use of Overdraft Privilege for ATM and one time debit card transactions requires a separate opt-in.

Your Available Funds is the amount of money in your Account that is available to you and may include any Overdraft Transfer amount and, if applicable, your Overdraft Privileges limit. Use of funds including Overdraft Transfer plans may incur charges or fees. We will use Overdraft Transfer options that are available to you in this order: transfers from savings, transfers from loans, use of Overdraft Privilege limits, unless you have specified otherwise.

The determination of whether your Available Funds is sufficient to cover the whole amount of the withdrawal may be made by us at any time between presentation of an item and our return deadline with only one review of the Account required. We have no duty to notify you of an insufficient funds or overdraft item.

If there are sufficient funds to cover some but not all of your withdrawal orders, we will allow those withdrawals, which can be paid, in the order in which they are received; for checks received in the same file, we will post the items by check number order. Our payment order may not be the same as the order in which you conducted a transaction and could result in overdraft or NSF fees if you do not have sufficient funds in your Available Balance at the time the withdrawal is presented for permanent payment. If in our sole discretion, we choose to allow withdrawals for which there are not sufficient available funds, you agree to immediately repay us the funds advanced to you. We may also assess your Account a service charge or fee. We may charge an overdraft or NSF fee each time an item is submitted or resubmitted for permanent payment and you do not have sufficient funds in your Account; therefore, you may be assessed more than one fee for the same item as a result of a returned item being resubmitted. There is no limit on the amount of overdraft or NSF fees that we may charge on any one day or in any month. At no time shall we be

required to allow you to overdraw your Account, even if we had allowed such activity on one or more previous occasions.

In writing checks, we strongly suggest that you date them with the current date. We will not have liability to you for paying checks, which are postdated, stale dated or do not bear a date. We are under no obligation to examine for postdated or stale dated checks and are under no obligation to pay a check drawn on your Account, which is presented more than 6 months after its date.

Checks are truncated (not returned with your monthly statement) and are itemized on the monthly statement in a manner so that you may determine if the item was authorized by you or by a person you authorized to perform the transaction. The non-return of the items to you does not relieve you of your obligation to examine all transactions made to your account. Copies of checks are available to you as set forth in the Truth in Savings Rate and Fee Schedule.

We reserve the right to require you to give notice in writing of any intended withdrawal from any Account, of not less than 7 days, and up to 60 days in accordance with applicable law before such withdrawals. However, if we permit you to make withdrawals without giving us notice, we may still require you to give us notice at a later time.

PAYMENTS. You can make payments of any amount up to the total amount owed on your loan at any branch during our normal business hours. Payments may be made for all loans, if permitted by law, by telephone, online, or mobile transfer, at an ATM or VTM, by mail, through direct deposit, or by transfers from external (non-ProFed) accounts. Unless otherwise specified by you, in your loan agreement, or pursuant to the terms of a special lending program, payments will be posted first to late fees, next to interest owed, and last to principal.

If your payment is made after the close of our business day, or on any non-business day, hereinafter referred to as an "after-hours payment", we reserve the right to credit your account for the payment on the next business day. If we decide to credit your after-hours payment sooner than the next business day on one or multiple occasions, this does not obligate us to credit any future after-hours payments before the next business day.

All payments are accepted by us subject to verification. You should retain your copy of the receipt and any other document, which evidences your payment. If you claim that a payment was not properly credited to your Account, we may ask you to show us your receipt. You should not mail cash payments. We will not be liable for any payment which we do not receive. We shall not be responsible for payments made by mail or at a special depository facility (such as an ATM or a night depository) until we actually receive the item. Use of special depository facilities is at your own risk until we have examined and verified the cash or items. We reserve the right to make adjustments to your loan Account for computation or other errors related to your loan Account.

All non-cash payments are posted to your loan Account subject to our receipt of final payment. If final payment is not received, we will charge your loan Account for the amount of the payment, for any interest which should have been charged back to the date of the payment, for any late fees which may be incurred as a result of the payment being reversed, and for our return charges on the item that was used to make the payment. We receive final payment for payment items at different times depending on the location of the financial institutions or other parties who will pay the items. Our receipt of final payment may be delayed further due to circumstances beyond our reasonable control. If we must pay any fees to collect your payment item, we will charge them to your Account and we may impose a service charge for the collection. We reserve the right to refuse or to return all or part of a payment item for collection at any time.

STOP PAYMENT. You may stop payment on any check, telephone, or pre-authorized debit entries. Stop payment procedures for pre-authorized debit entries are explained in your Electronic Funds Transfer Disclosure.

- For Consumer Accounts, in order for your stop payment order on a pre-authorized debit entry to be considered timely, we must receive the order of recurring entries, either verbally or in writing, at least 3 business days before the scheduled date of any debit entry. A stop payment on a single debit entry must allow us a reasonable opportunity to act upon the order. A verbal stop payment order will cease to be binding unless you provide ProFed a written confirmation within 14 days of the verbal order. A written stop payment order will remain in effect until the earlier of: (a) the withdrawal of the stop payment order, or (b) the return of the debit entry, or; where a stop payment order applies to more than one debit entry relating to a specific authorization involving a specific Originator, the return of all such debit entries.

- For Non-Consumer Accounts, you must allow us a reasonable opportunity to act upon the stop payment order prior to acting on the debit entry. A verbal stop payment order is only valid for 14 days unless the order is confirmed in writing within the 14-day period. A written stop payment order will remain in effect until the earlier of: (a) The withdrawal of the stop payment order by the receiver, (b) the return of the debit entry, or (c) 6 months from the date of the stop payment order, unless it is renewed in writing.

In order for your stop payment order on a check or other similar item to be considered timely, we must receive your order at a time and in a manner, which gives us a reasonable opportunity to act on it prior to payment. A written stop payment order on a check or other similar item is effective for 6 months and may be renewed for additional 6-month periods. An oral stop payment order on a check or other similar item is effective for 14 days unless you confirm it in writing with us during that time. If an oral stop payment order is confirmed, it is effective for 6 months from the time the order was first given orally. We will accept stop payment orders provided they are properly authorized by any person with signing authority on your Account, regardless of who initiated the check or other withdrawal order.

Stop payment orders are subject to our current charge for that service as set forth in the Truth in Savings Rate and Fee Schedule. You may not stop payment on any certified check, or any other withdrawal order guaranteed by you or the Credit Union. You may place a stop payment order at any branch office, by calling us at the number, or writing us at the address, shown on your statement, or by any other means that becomes available.

We will request the following information about the check or other withdrawal order to be stopped: Account number; amount; check or item number; name of party to be paid; date; and your name and address. You are responsible to review the written stop order and report any errors to us. Stop payment orders are processed by computer. Unless the amount of the check or other transfer or withdrawal order and other information are reported accurately, we cannot assure you that the item you want stopped will not be paid. You agree to hold ProFed harmless and indemnify it for all expenses, costs, and damages incurred by payment of an item if such payment is the result of your failure to furnish any item of information requested above completely, accurately, correctly, and according to the timing requirements set forth above. If the item is paid through no fault of yours, we will only be liable for actual damages you incur, not to exceed the amount of the item.

DIVIDENDS. Dividends will be calculated on your dividend bearing Accounts and credited directly to your Account as set forth in our Truth in Savings Rate and Fee Schedule. The Truth in Savings Rate and Fee Schedule sets forth the following information (which is incorporated in this Agreement by reference): rate information; nature of dividends; compounding and crediting of dividends; accrual of dividends; balance information; and account limitations. Your dividend rate and annual percentage yield may change. At our discretion, we may change the dividend rate on your Accounts at any time without notice to you. We may also change the manner in which the dividend is calculated and/or credited to your Account, by mailing notice of such change to you, by posting the change in our branch offices and/or online at profedcu.org, by making such information available upon request in our branch offices, or in any other manner permitted by law. If you desire current dividend rate and annual percentage yield information, please ask in any branch office.

We reserve the right to calculate dividends for those dividend-bearing Accounts, which are used for personal, household, or family purposes in a manner different from those dividend-bearing Accounts, which are used for business, or other non-personal purposes.

We must report dividends on your Account to the appropriate government agencies. It is your responsibility to give us your correct Social Security number or TIN and to make certain written certifications to us as required by law. If you fail to give us your number or the required certifications, we may withhold and pay to the government a percentage of the dividend earned on your Account, as required by law. You may also be subject to government penalties.

ACCOUNT TRANSACTION LIMITATIONS. The Truth in Savings Rate and Fee Schedule sets forth the transaction limitations for each type of Account offered by us.

CHARGES. Your Account may be subject to various charges, including item charges, a monthly service charge and charges for the use of certain Account services, including electronic services. Please be aware that these charges reduce your Account balance and may cause you to become overdrawn or your outstanding checks, drafts or other orders to be returned unpaid.

If we are served with a subpoena, restraining order, writ of attachment, levy, garnishment, search warrant, or similar order relating to your Account (termed “legal action” in this section) or are otherwise prohibited from paying on your account under the law, we will comply with that legal action or law. In such cases, we may, in our discretion, freeze the funds in the Account and not allow any payments out of that Account until a final court determination. We may assess a tax levy, garnishment or other legal process fee or charge. Any such legal action may reduce your Account balance and cause your outstanding checks, drafts and other orders to be returned unpaid. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action or law. You are liable for the fees and expenses we incur relating to that legal action or matter (including without limitation reasonable attorneys’ fees and our internal expenses). We may charge those fees and expenses against your account.

All charges and other fees mentioned in this Agreement or otherwise applicable to your Account are detailed in our Truth in Savings Rate and Fee Schedule, a copy of which has been given to you, and which is part of this Agreement. We reserve the right to make changes to our fees and other charges from time to time. Such changes shall become effective 30 calendar days after posting the changes in our branch offices and/or online at profedcu.org, and/or upon delivery of the changes to the last address which you have specified for the Account or otherwise as required or permitted by law.

STATEMENTS. We will make available or send a statement to the last address, which you have specified, for your Account. We may give you access in electronic format if we receive proper authorization from you.

- Monthly statements will be made available or sent for accounts with a checking or for any month in which an electronic funds transfer has occurred.
- Quarterly statements will be made available or sent for accounts without a checking for any month in which no electronic funds transfers have occurred.

Statements will list all activity which relates to your Account during the statement period and any other information required by law.

Your duty to report unauthorized signatures, alterations and forgeries:

You must examine your account statements with reasonable promptness. If you discover (or reasonably should have discovered) any unauthorized signatures, alterations, or forgeries, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share any loss with us or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstances, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation in this paragraph is in addition to that contained in the above paragraph of this section.

Your duty to report other errors: In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers: For information on errors relating or authorized activity relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to the Electronic Funds Transfer Agreement and Disclosure and the sections on consumer liability and error resolution.

Address and phone number changes: Please notify us of any change in your physical and/or email address and/or phone number(s). If your statement is returned to us, we will suspend further mailings until a current address and/or email is received, and your account may be assessed a fee as described in our current Truth in Savings Rate and

Fee Schedule. It is your responsibility to keep your addresses current. You can notify us of an address change in person or by mail or by an authenticated online or mobile banking session.

ACCOUNT ACCESS. You agree that all owners and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans, or other services with us. You acknowledge and agree that any owner of a joint account or service, or any co-borrower may provide authority to others, who will have access to all such information as to all owners' and or co-borrowers. Further, if a single account card is used to establish multiple forms of ownership (e.g.: a single card is used to open a joint savings account for A & B and also a checking account for B only, we are authorized to send a single statement jointly to all parties, which may provide such information as to all accounts evidenced by or opened through the single account card.)

COMMUNICATIONS:

- **TEXT:** By providing ProFed with my cell phone number or by texting ProFed, I give express authorization to ProFed to contact me via text messages at this number. I may also verbally provide ProFed express authorization to contact me via text at any cell phone number that I control. I may revoke this authorization at any time by replying STOP to any ProFed text message, or by sending a request in writing to ProFed, PO Box 5466, Fort Wayne, IN 46895-5466.
- **E-MAIL:** You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim, or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to e-mail at either the address provided with the communication or the e-mail address in your membership agreement and Membership Application. You also agree not to communicate personally identifiable information in an unsecured email or unsecured document which you transmit to us via email. This includes information such as Social Security numbers, account numbers, credit and debit card numbers, and any other information considered confidential. ProFed provides encrypted email service and encrypted document services you may use for these purposes.
- **PHONE:** By providing ProFed with phone numbers, including home, work, and mobile, you authorize us to contact you at any of these numbers.
- **PREFERENCES:** If you have indicated a communications preference, we will use our best efforts to contact you first via your chosen method of communication.
- **SECURITY:** We will not call, email, or text you asking for your Social Security number, Credit Card number, Account number, or online banking credentials. If you initiate a call to us at our published numbers, we may ask for information to confirm your identity or to provide you with products and services; however, we will not ask you for your online banking password, your online banking MFA token, or your credit or debit card 3-digit CVV codes (unless you are using your credit or debit card to initiate a loan payment to ProFed.)

OTHER SERVICES. If you use other services (for example, direct deposit, ATM, interactive voice response system, etc.) in connection with your Account, and there is any inconsistency between the terms and conditions stated for those services and this Agreement, then the terms and conditions stated for the additional services shall control, but only to the extent necessary.

DEATH/INCOMPETENCE OF ACCOUNT OWNER. Following the death or the adjudication of incompetence (by court order) of an Account owner, the amount credited to the Account shall be payable in accordance with applicable law. This includes our right to pay any checks and to carry out any transfer orders authorized by the deceased Account owner for a period of 10 days after the date of death, unless we receive instructions to stop payment on those orders from a surviving joint owner, in case of a joint Account, or the legal representative of the deceased member, in the case of a single Account. In the case of an adjudicated incompetent Account owner, we may process deposits and pay withdrawals and transfers on the Account until we are properly notified of the proceedings and have had a reasonable opportunity to act on it. Each joint Account owner agrees to notify us upon the death or adjudication of incompetence of any other joint owner. We reserve the right to refuse withdrawals from your Account until legal requirements are complied with.

INACTIVE ACCOUNTS. If your account is inactive (no deposits or withdrawals) and you have not otherwise communicated with us about your Account for the period provided by law, we will be required to transfer the balance of your Account to the appropriate state authority, as abandoned property. If your Account is inactive for the period

of time specified in our Truth in Savings Rate and Fee Schedule, we reserve the right to impose an inactivity charge on your account. You also agree that if your Account becomes inactive, it will be subject to any new fees or fee increases which go into effect during the period of inactivity.

MONEY OWED. If you have a loan with us, we have the right, unless otherwise provided for in the loan, to set off the balance in the Account to pay in whole or in part any outstanding loan balance that you or your joint owner may have.

In addition, you and any joint owners give us a lien on the balance in any Account in your individual or joint names to secure the payment of any other obligation to us of any joint owner. This shall apply to all Accounts, including joint Accounts owned by husband and wife. Obligations shall include, but not be limited to, overdrafts, or overpayments, whether caused by error, mistake, inadvertence or otherwise.

We may use the funds in your Accounts to pay the amount, which is due, and owing, to the extent permitted by law. We may exercise this right without advance notice to you and without regard to any other right, which we may have against you, or any other party.

DEALER AND REFINANCE PAYOFFS. You may apply for additional financial services or seek to refinance your loan and other obligations from time to time with other lenders or financial service providers. You may also seek to sell, trade, or exchange collateral pledged to secure your obligations with us. In this regard you authorize and specifically grant us permission to provide orally, electronically, or in writing "payoff" and other information including amounts you owe on all obligations to us, if we receive a request which we in good faith believe to be related to any such application, refinancing, sale, trade, or exchange.

DISPUTE RESOLUTION, BINDING ARBITRATION, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER
PLEASE READ THIS SECTION (ARBITRATION PROVISION) CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. THIS ARBITRATION PROVISION AFFECTS YOUR LEGAL RIGHTS BY PERMITTING EITHER YOU OR US TO ELECT TO RESOLVE ANY DISPUTES THROUGH INDIVIDUAL (AND NOT CLASS-WIDE) BINDING ARBITRATION, SUBJECT TO LIMITED EXCEPTIONS. ARBITRATION REPLACES YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL AND THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION. IN ARBITRATION, A LEGAL DISPUTE IS SUBMITTED TO A NEUTRAL PARTY (AN ARBITRATOR) INSTEAD OF A JUDGE OR JURY. IN GENERAL, ARBITRATION PROVIDES A QUICKER AND MORE COST-EFFECTIVE MECHANISM FOR RESOLVING LEGAL DISPUTES, BUT YOU SHOULD BE AWARE THAT IT ALSO IS SUBJECT TO DIFFERENT RULES THAN IN COURT, INCLUDING LIMITATIONS ON INFORMATION-GATHERING (DISCOVERY), AND DECISIONS OF AN ARBITRATOR ARE SUBJECT TO LIMITED REVIEW BY COURTS. **YOU HAVE THE RIGHT TO OPT OUT OF ARBITRATION AS EXPLAINED BELOW.**

Arbitration Provision Generally. This arbitration provision describes when and how a dispute (defined below) may be arbitrated. **By opening or maintaining an account with us or accepting or using any account services, you agree that you have read the entirety of this arbitration provision and you agree to all of the terms of this arbitration provision unless you opt out of arbitration as explained below.**

Agreement To Arbitrate Claims; Effect Of Arbitration. Either you or us may elect, without the other's consent, to require that any dispute between us be resolved by binding arbitration, except for those disputes specifically excluded below. **If either you or we make an election to arbitrate a dispute, arbitration will be mandatory and the exclusive manner for resolving the dispute.**

If a dispute is arbitrated, neither you nor we will have the right to: (a) have a court or a jury decide the dispute; (b) engage in information-gathering (discovery) to the same extent as in court; (c) bring or participate in a class action, private attorney general action, or other representative action in court or in arbitration; (d) join or consolidate a dispute with those of any other person; or (e) appeal the arbitrator's decision, except for any right of appeal provided by the Federal Arbitration Act, 9 U.S.C. § 1 *et. seq.* (the "FAA").

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE DISPUTE AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS

UNDERLYING THE DISPUTE OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Disputes Subject To Arbitration. You and we agree to arbitrate any and all disputes, except for those disputes specifically excluded below. A “dispute” means any claim, dispute, demand, complaint, controversy or cause of action (including any that may have accrued in the past) between you and us, of any nature whatsoever, regarding any past, present or future conduct or facts, which are based upon, arise out of, relate to, or concern your account(s), this agreement (or a prior account agreement), our relationship, use of our facilities, or our services, including but not limited to (a) any services relating to your account (e.g., safe deposit box, wire transfer, electronic banking, bill pay, and overdraft services), (b) the application for or approval or establishment of your account, (c) any service or account fee or charge (e.g., overdraft fees, nonsufficient funds (NSF) fees), (d) any means of accessing your account, (e) any account disclosures, notices or statements, and (f) any advertisement, solicitation, promotion or oral or written statement related to or concerning your account or our services, ***regardless of whether that dispute or the facts underlying or giving rise to the dispute arose before or after your receipt of this arbitration provision.***

Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability, validity, scope or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to your accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to ProFed, but also our parent, affiliates, successors, assignees, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a dispute which is included under this arbitration provision, the other party may elect to proceed in arbitration pursuant to this arbitration provision.

Disputes Excluded From Arbitration. A dispute filed by you or by us individually in a small claims court is not subject to arbitration, so long as the dispute remains in such court and proceeds only as an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that dispute shall be subject to this arbitration provision and you or we have the right to elect arbitration. Disputes arising from your status as a borrower under any loan agreement with us are also excluded from this arbitration provision.

Commencing Arbitration. If you or we elect to arbitrate a dispute, the party electing arbitration must notify the other party in writing. Your notice to us shall be sent to ProFed Federal Credit Union, Attn: President, 1710 St. Joe River Drive, Fort Wayne, Indiana 46805. Our notice to you shall be sent to the most recent address for you in our files. Arbitration may be elected at any time, even when there is a pending lawsuit, unless a trial has begun, or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To elect arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required forms and requisite filing fees to the arbitration administrator.

Arbitration Administration and Rules. The party electing arbitration must choose between one of two administrators: the American Arbitration Association (“AAA”) or JAMS and follow its rules and procedures for initiating and pursuing an arbitration. The administrator chosen will apply its rules in effect at the time arbitration is elected. You may obtain a copy of the rules, and more information about initiating an arbitration, by contacting AAA at 1-800-778-7879 (toll-free) or visiting www.adr.org, or contacting JAMS at 1-800-352-5267 (toll-free) or visiting

www.jamsadr.com. The Claim will be resolved by a single, neutral arbitrator. The arbitrator is bound by the terms of this arbitration provision. The arbitrator shall be competent in the substantive laws applicable to the dispute's subject matter and will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. If, for any reason, AAA or JAMS is unable or unwilling or ceases to serve as the administrator then the dispute shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or if the parties cannot agree, selected by a court in accordance with the FAA). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above Class Action Waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect member account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by a court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Each of you and we shall be entitled to be represented in any arbitration, at such party's sole expense (except as otherwise provided in this arbitration provision), by an attorney or other representative of such party's choosing. You and we agree that the arbitration is confidential, and neither the arbitrator, you, nor we will disclose the existence, content, subject, or results of any arbitration beyond the arbitration proceeding itself, except as required by law or as is necessary to carry out the terms of the arbitration decision.

Means And Location Of Arbitration. Arbitration may be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the applicable arbitration rules. Any in-person arbitration hearing shall be conducted at a location reasonably convenient to your residence unless the parties agree to a different location in writing.

Costs. The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your initial filing fee. All other arbitration fees and costs will be allocated in accordance with the rules of the AAA or JAMS and each party shall be responsible for and pay their own respective costs and expenses including attorneys' fees, incurred by them in connection with the arbitration, unless permitted by applicable law and awarded by the arbitrator.

Right to Resort to Provisional Remedies. Nothing in this arbitration provision limits or constrains any (a) right to self-help remedies, such as the right of set-off or the right to restrain funds in an account, (b) individual judicial action by you or we that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind, (c) right or obligation to interplead funds in the event of a dispute, (d) right to exercise any security interest or lien in property, (e) obligation to comply with legal process, or (f) right to obtain provisional remedies with respect to funds or property, such as injunctive relief, seizure, attachment, or garnishment by a court having appropriate jurisdiction.

Right To Discovery. In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, the arbitrator shall have discretion, subject to any claims of privilege, to grant or deny a written request of either party to expand the scope of discovery normally allowable under the arbitration rules of the administrator.

Applicable Law. You and we agree that our relationship includes transactions involving interstate commerce, and, as a result, the FAA governs the interpretation and enforcement of this arbitration provision. To the extent state law is applicable, the laws of the State of Indiana shall apply.

Arbitration Award. At the timely request of either you or we, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply

under applicable law to an individual action brought in court. The arbitrator's authority is limited to the dispute between you and us. The arbitrator's award shall be final and binding on you and us, except for any right of appeal provided by the FAA. Judgment upon the award rendered in the arbitration may be entered in a court having proper jurisdiction.

Class Action Waiver. IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE AGREE THAT NEITHER YOU NOR WE WILL HAVE THE RIGHT TO (AND YOU AND WE HEREBY WAIVE THE RIGHT TO: (A) PROCEED ON ANY DISPUTE IN COURT OR IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION; (B) PARTICIPATE IN, OR BE REPRESENTED IN, A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; (C) JOIN OR CONSOLIDATE DISPUTES WITH CLAIMS OF ANY OTHER PERSONS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT); OR (D) SEEK ANY AWARD, REMEDY, OR RELIEF AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ACTION. No arbitrator shall have any authority to conduct any arbitration in violation of this arbitration provision (including this Class Action Waiver) or to issue any relief that applies to any person other than you and/or us individually.

You and we agree that this Class Action Waiver is material and essential to the arbitration of any disputes and is non-severable from this arbitration provision. If this Class Action Waiver is voided, found unenforceable, or limited with respect to any dispute, then this arbitration provision (except for this sentence and the Jury Trial Waiver) shall be null and void with respect to such dispute, subject to the right to appeal the limitation or invalidation of this Class Action Waiver. However, the arbitration provision shall remain valid with respect to all other disputes. You and we acknowledge and agree that under no circumstances will a class action be arbitrated.

Conflicts; Severability; Survival. In the event of a conflict or inconsistency between the provisions of this arbitration provision and the applicable arbitration rules, or any other terms of this agreement, the provisions of this arbitration provision shall control. Subject to the subsection above entitled "Class Action Waiver," if any part of this arbitration provision is deemed or found to be invalid or unenforceable for any reason, the remainder shall be enforceable. No portion of this arbitration provision may be amended, modified, severed, or waived absent a written agreement between you and an authorized officer of ProFed. This arbitration provision shall survive (a) the termination or closing of your account or related services and the termination of any relationship between you and us, including the termination of this agreement, (b) any changes or amendments to the account or related services or this agreement, (c) any legal proceeding, (d) any use of the right of set-off or any other self-help remedy or other remedy or action, (e) any transfer or assignment of the account, and (f) any bankruptcy of any party (to the extent consistent with applicable bankruptcy law).

Jury Trial Waiver. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IF A CLAIM IS RESOLVED IN COURT RATHER THAN ARBITRATION, YOU AND WE HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY CLAIM, DISPUTE, CONTROVERSY, OR CAUSE OF ACTION BASED UPON, ARISING OUT OF, RELATED TO, OR CONCERNING YOUR ACCOUNT, THIS AGREEMENT, OUR RELATIONSHIP, OR OUR SERVICES.

Time Limits to Bring a Claim. You must file any demand for arbitration or, if a claim is resolved in court rather than arbitration, lawsuit against us within two (2) years after the claim arises, unless Federal law or the laws of the State of Indiana or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim. If Indiana law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two (2) years, you agree to the shortest permitted time under Indiana law. Any claim against us must be brought within the period that the applicable law requires us to preserve records, unless applicable law or this agreement provides a shorter limitation period.

Your Right To Opt Out. YOU MAY CHOSE TO REJECT (OPT OUT OF) THIS ARBITRATION PROVISION BY **SENDING US WRITTEN NOTICE** by first class mail or certified mail, return receipt requested, to ProFed Federal Credit Union, Attn: President, 1710 St. Joe River Drive, Fort Wayne, Indiana 46805. Your notice must state that you opt out of arbitration and include your name, address, account number(s) for which you wish to opt out of arbitration, and personal signature. For accounts with joint ownership, either account owner may send a notice. To be effective, we must receive your notice within thirty (30) calendar days after either (a) the date this arbitration provision was first delivered or otherwise made available to you, in paper or electronic form, or (b) the day you open your account, whichever is later. These are the only procedures you can use to opt out of arbitration. If you fail to opt-out within this thirty (30) day period, you are bound by this arbitration provision. If you exercise your right to opt-out, your opting out

of arbitration will not affect your ability to obtain any account, product, or service from us, or your other rights or responsibilities under this agreement. Opting out of arbitration applies only to the account(s) identified in your notice. If this arbitration provision has already been delivered or otherwise made available to you, amendments to this agreement will not give you a new right to opt out of arbitration, unless we amend a substantive clause of this arbitration provision. **Opting out of arbitration does not affect the jury trial waiver or the time limits to bring a claim contained in this arbitration provision. The jury trial waiver and the time limits to bring a claim remain valid and will still apply if you opt out of arbitration.**

CLOSING THE ACCOUNT. You or the Credit Union can close your Account at any time for any reason. Reasons for such action include, but are not limited to, the following: a change in owners or authorized signers; a forgery or fraud reported or committed involving your Account; a dispute as to ownership of the funds in the Account; any checks, PIN or debit card lost or stolen; excessive returned unpaid items not covered by overdraft protection; any misrepresentation or any other abuse of any of your Accounts; or, if we reasonably believe it necessary to prevent a loss to the Credit Union. We reserve the right to require the consent of all joint Account owners for closing of a joint Account. You will still be liable to us for any service charges or overdrafts, which may occur after an Account is closed.

TERMINATION OF MEMBERSHIP. You may terminate your membership with us after giving notice of your intent to withdraw from membership. You may be denied services or your membership may be terminated by us for any reason allowed by applicable law, including you directly or indirectly causing a loss to the Credit Union or taking any action which endangers or has the potential to endanger the safety, health or well-being of another person or which otherwise disrupts the business operations of the Credit Union.

ACCOUNT SECURITY. If you wish to report any irregularity with respect to your Account, you should contact us immediately at the number shown on your statement or at any branch office. We may require you to close your Account or transfer the balance to another Account to prevent security risks, at our discretion.

CREDIT UNION LIABILITY. We will exercise ordinary care in the handling of your Accounts. All applicable state law, federal rules, and regulations shall guide us, and the banking practices followed in our trade area. If there is a conflict between this Agreement and something said by an employee or Officer of the Credit Union, this Agreement will be followed. You agree that in performing the duties imposed under this Agreement, we shall be liable only if grossly negligent and in no event shall we be liable for any consequential, indirect, or special damages.

INFORMATION. We adhere to the Member Financial Privacy Act and Policy. You acknowledge that you have received a copy of that policy and that you have read and understand the terms of that policy. Annual changes, if any, will be made available to you by posting them on the profedcu.org website. If you choose not to opt-out, you authorize the exchange of information concerning you or your financial transactions among us and those vendors or affiliates providing services to us. You also agree to cooperate with us in any record keeping and reporting which we believe to be necessary to fulfill government requirements.

CHILDREN'S ONLINE PRIVACY PROTECTION ACT (COPPA). ProFed complies with the Children's Online Privacy Protection Act (COPPA). Our website is not intended for children under the age of 13 and we do not knowingly collect, maintain, or use personal information from our website about children under the age of 13 without parental consent. For more information about the Children's Online Privacy Protection Act, visit the Federal Trade Commission website: www.ftc.gov.

MARKETING. You agree we may use the email address you have provided us to send product information we feel may benefit you.

WITHDRAWING YOUR CONSENT FOR MARKETING EMAILS ONLY. If you do not wish to receive marketing emails, you may send a written request including your name, account number(s), and signature to: ProFed Member Services, PO Box 5466, Fort Wayne, IN 46895-5466. Marketing messages included within emails for account notices and disclosures will continue to be sent unless you withdraw your consent for receiving all electronic statements, notice, and disclosures from us as described below.

WITHDRAWING YOUR CONSENT FOR ALL NOTICES AND DISCLOSURES. If you agree to receive statements, notices and disclosures from us electronically, you may at any time withdraw your consent and inform us you want to receive required statements, notices and disclosures only in paper format. To inform us you no longer want to receive future statements, notices and disclosures in electronic format through online banking you may log into online banking

and click on the E-statements tab. Select the link "Opt Out of E-statements and E-notices by clicking here" and follow the instructions. Or, you can send a written request including your name, account number(s), and signature to: ProFed Member Services, PO Box 5466, Fort Wayne, IN 46895-5466

CONSEQUENCES OF CHANGING YOUR MIND. If you elect to receive required notices and disclosures only in paper format, it will slow the delivery of statements, notices, and disclosures to you. In addition, you will be charged a monthly fee, as currently disclosed in our Truth in Savings Rate and Fee Schedule, if you remain enrolled in online banking and opt to receive paper statements and notifications. Your acceptance of electronic disclosures, notices, or marketing is not required to do business with the Credit Union.

NOTIFYING US OF CHANGES IN YOUR PHYSICAL ADDRESS OR EMAIL ADDRESS OR PHONE NUMBER(S). It is your responsibility to keep your address, email address, and phone number(s) current and you agree to notify us of any changes. You can notify us of any changes in person at any branch location; or by sending a written request including your name, account number(s), signature, and old and new address, email address(s) or phone number(s) to: ProFed Member Services, PO Box 5466, Fort Wayne, IN 46895-5466; or by an authenticated online or mobile banking session; or by calling us at 260-373-1633; or using the secure message link on our home page profedcu.org.

Please do not use unencrypted email to send us any confidential information, including account numbers, Social Security numbers, and card numbers.

REQUESTING PAPER COPIES. You have the right to receive account statements, notices, and disclosures in paper form at any time upon request. If you request a paper copy of any document(s) we have previously provided to you electronically, fees may be charged, as disclosed in our Truth in Savings Rate and Fee Schedule. You may request a paper copy of a statement by: requesting in person at any branch location; sending a written request including your name, account number(s), signature, and the date and type of document(s) requested to: ProFed Member Services, PO Box 5466, Fort Wayne, IN 46895-5466; calling us at 260-373-1633; or using the secure message link on our home page profedcu.org

Please do not use unencrypted email to send us any confidential information, including account numbers, Social Security numbers, and card numbers.

SPECIAL INSTRUCTIONS. From time to time, you may have special circumstances, which may require special restrictions on an account you wish to open at the Credit Union. We reserve the right to refuse any special arrangement that may create a liability for us. We may not give legal advice concerning any trust, will or litigation or whether any account at the Credit Union would satisfy the terms of a trust, will or litigated item. If you have outside legal counsel approval to use the Credit Union for your special circumstance, we reserve the right to require you to protect us through an indemnification agreement, which may include a bond.

AMENDMENT/WAIVER. We may amend our bylaws and any term of this Agreement from time to time. Rules governing changes in rates are provided separately in the Truth-in-Savings Rate and Fee Schedule or in another document. An amendment will be effective upon posting the amendment in our branch offices or upon delivery of notice to the last address which you have specified for your Account or otherwise as required or permitted by law. You must keep us informed of your current address at all times. If notice is given by mail, only one notice will be required in the case of a joint Account. Notice from us to any one of you is notice to all of you. If we have given notice of an amendment or change in any term of your account or this Agreement and you continue to have your account after the effective date of the amendment or change, you have agreed to the new term(s). Any waiver of any term or condition in this Agreement must be in writing and signed by a Credit Union authorized employee and shall not be considered a waiver of any future obligation or right.

SEVERABILITY. If any provision of this Agreement or portion thereof is found to be unenforceable, all remaining provisions will continue in full force and effect.

GOVERNING LAW. The laws and regulations of the state of Indiana and the United States of America, as amended from time to time govern this Agreement.

DISCLOSURES. In connection with your Account, we may give you certain disclosure statements or policies, and may revise them from time to time. All such statements, policies, and revisions shall be considered to be a part of this Agreement.



US PATRIOT ACT — IDENTIFICATION DOCUMENT REQUIREMENTS

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open your account, we will ask for your name, address, date of birth, and other information that will allow us to identify you.

We may also ask to see your driver's license or other identifying documents.

In conformance with the US Patriot Act – Identification Document Requirements, ProFed Federal Credit Union is required to request a valid identification document for each member/owner. Acceptable identification must be one of the following:

- A valid drivers license
- A valid state identification card
- Military identification card
- Un-expired passport
- Non resident alien card

Other forms of identification may be acceptable in certain situations. Those methods are subject to supervisor approval.

What does ProFed Federal Credit Union do with your personal information?

Privacy Notice

Rev. 03/20

<p>Why?</p>	<p>Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.</p>
<p>What?</p>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • account balances and payment history • credit history and credit scores <p>If you are a <i>new</i> member, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>
<p>How?</p>	<p>All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons ProFed Federal Credit Union chooses to share; and whether you can limit this sharing.</p>

Reasons we can share your personal information	Does ProFed share?	Can you limit this sharing?
<p>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</p>	Yes	No
<p>For our marketing purposes – to offer our products and services to you</p>	Yes	No
<p>For joint marketing with other financial companies</p>	Yes	No
<p>For our affiliates' everyday business purposes – information about your transactions and experiences</p>	No	We do not share
<p>For our affiliates' everyday business purposes – information about your creditworthiness</p>	No	We do not share
<p>For our affiliates to market to you</p>	No	We do not share
<p>For nonaffiliates to market to you</p>	No	We do not share

<p>Questions?</p>	<p>Call 260-483-0514 or 800-752-4613, go to www.profedcu.org, or email contactus@profedcu.org. If you are a California resident and have questions on our policy regarding the CCPA, please call 800-752-4613.</p>
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Who we are	
Who is providing this notice?	ProFed Federal Credit Union (ProFed)
What we do	
How does ProFed protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does ProFed collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> • Open an account or deposit money • Pay your bills or apply for a loan • Use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial or nonfinancial companies. <ul style="list-style-type: none"> • <i>ProFed does not share with our affiliates</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial or nonfinancial companies. <ul style="list-style-type: none"> • <i>ProFed does not share with nonaffiliates so they can market to you</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Our joint marketing partners include insurance providers, investment providers, credit card companies</i>

OVERDRAFT PRIVILEGESM

BRINGING YOU BACK
INTO THE BLACK

PROFED'S OVERDRAFT PRIVILEGESM

WHAT IS IT?

Overdraft PrivilegeSM (ODP) is a service to help you avoid the embarrassment and hassle of returned checks, and other debit items. An item that previously would have been returned due to non-sufficient funds (NSF) will now be considered for payment up to your ODP limit. (See the Overdraft PrivilegeSM Service Agreement for limit details.) Paying an item presented for permanent payment instead of returning it will enable you to avoid merchants' fees on NSF items. Since ODP is not a loan, no interest is charged to your account. This service is provided in addition to any other forms of overdraft coverage you may already have on your account.

HOW IT WORKS

All NSF Checks, Wire Transfers, Automated Clearing House (ACH) Items, and recurring debit card transactions are considered for coverage by Overdraft PrivilegeSM; however, the credit union does not guarantee payment. Payment of overdrafts caused by ATM and everyday debit card transactions will only be considered for coverage if you have separately opted-in to that service.

If the credit union pays an item for you, your account balance will be negative, and you will be charged our standard NSF/ODP fee* for each item each time it is presented. There is no limit on the number of fees that you may be charged per day. You will be notified each time an item is paid by ODP or is returned.

ENROLLMENT IN ODP

If you qualify for Overdraft PrivilegeSM, you are automatically added to the program. (See the Overdraft PrivilegeSM Service Agreement for account qualifications.)

REPAYMENT PERIOD

From the date your account first goes negative, you have 30 days to bring your account to a positive balance. If your account has had a negative balance for more than 30 days or if you are over your ODP limit, overdrafts will not be covered on your account. For details on ProFed's overdraft program, see the Membership and Account Agreement.

OVERDRAFT PRIVILEGESM SERVICE AGREEMENT

It is the policy of ProFed Federal Credit Union to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards. An overdraft fee is charged when your Available Balance is not sufficient to pay a request for payment of an item (e.g., check, wire transfer, ACH, ATM or debit card transaction) that is presented for permanent payment, but we pay or cover the request for payment anyway. You incur an overdraft fee but since we paid the request for payment on your behalf, the request for payment is not returned (e.g., no bounced check/item). An NSF fee is charged when your Available Balance is not sufficient to pay a request for payment of an item that is presented for permanent payment, we reject the request and the request for payment is returned unpaid. In either situation, we can charge you a fee(s).

If your account qualifies for Overdraft PrivilegeSM, we will consider—without obligation on our part—approving your overdrafts up to your ODP limit rather than automatically returning them as unpaid. The initial ODP limit for eChecking, Simple Checking and Checking Plus accounts is \$100. The ODP limit for eChecking, Simple Checking and Checking Plus accounts may be increased to \$400 and Student Checking accounts may be eligible for a limit of \$150 if (i) the account has been open for a minimum of 60 days, (ii) your membership with the credit union is in good standing (e.g. your account is not in default on any loan or subject to any legal or administrative order or levy); (iii) you have deposited \$400 or more (\$50 or more for Student Checking) into the account within the past 30 days (for initial qualification only); (iv) you have brought the account to a zero or positive balance in every instance where it has been overdrawn previously; (v) the account is a personal checking account (e.g. primarily used for personal and household purposes); and (vi) the primary account holder is at least 18 years of age. The ODP limit for eChecking, Simple Checking and Checking Plus accounts that satisfy the above criteria and have been open for more than one year or are enrolled in direct deposit may be increased to up to \$700. ODP limit increase requests on a Student Checking account will be handled on a case-by-case basis.

Credit union fees and charges, including without limitation our non-sufficient funds/overdraft fees* will be included in your overdraft privilege limit and may cause you to exceed your limit. The credit union may also limit the number of overdrafts paid on eligible Student Checking to five (5) monthly. The order in which transactions are processed by the credit union may affect the total amount of overdraft fees you incur. The credit union may charge a fee each time an item is submitted or resubmitted for payment. There is no limit on the number of fees that you may be charged per day. Fees are disclosed in the Truth in Savings Rate and Fee Schedule.

The program does not obligate the credit union to pay future overdrafts even if your account is in good standing and we have paid overdrafts for you in the past. The amount of any overdraft(s) plus our Non-Sufficient Funds and/or Overdraft (NSF/ODP) Fee(s) that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent, if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/or Overdraft PrivilegeSM (NSF/ODP) Fee(s)*.

You may "opt-out" of Overdraft PrivilegeSM at any time. You MUST submit your request in writing to any ProFed office to decline this service. The credit union must be given reasonable time to act upon your request.

LIMITATIONS: Available only to eligible personal checking accounts primarily used for personal and household purposes (Business Accounts, HSAs, EZ Checking, Minor Accounts, and Trust Accounts are ineligible for this service) and we may limit the number of accounts eligible for Overdraft PrivilegeSM Service** to one account per household.



November 2021 | Federally Insured by the NCUA



*Effective 6/15, the NSF/ODP fee is \$29.00 per item on standard checking accounts, \$10.00 per NSF/ODP item up to 5 items per month then the standard NSF/ODP fee applies on eligible Student Checking accounts. **The Overdraft PrivilegeSM Service does not constitute an actual or implied agreement between you and the credit union. Nor does it constitute an actual or implied obligation of or by the credit union. This service represents a purely discretionary courtesy or privilege that the credit union may provide to you from time to time and which may be withdrawn or withheld by the credit union at any time without prior notice, reason, or cause.