

**ELECTRONIC FUNDS TRANSFER DISCLOSURE**

**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.

**ELECTRONIC FUND TRANSFERS  
RULES AND REGULATIONS**

The following governs any electronic fund transfer ("Transaction") made by you, or anyone authorized by you, in connection with your accounts at the PROFESSIONAL FEDERAL CREDIT UNION ("Credit Union"), whether initiated by an Automated Teller Machine ("ATM") or debit Card ("Card"), by pre-authorized Transaction (transfers authorized on a recurring basis at regular intervals), audio response, or by other means of access provided now or in the future. We will issue you a Personal Identification Number ("PIN") which you must use together with the Card to access the regional network of ATMs, or the national network of ATMs, or our own ATMs. The PIN will also be necessary to access such services as Point-of-Sale Terminals ("POS") and other electronic systems made available now or in the future to perform Transactions on your Credit Union accounts.

**AGREEMENTS.** Transactions may only be performed while your accounts have sufficient balances to complete the Transaction requested. Wrongfully obtaining funds from the Credit Union by use of a Card or PIN constitutes a federal criminal offense, punishable by fine or imprisonment, or both. All terms and conditions of any written agreements that have been previously made between you and the Credit Union regarding the use of the Card and PIN and any of your Credit Union accounts apply to all Transactions, unless any terms or conditions in those agreements conflict with the rules and regulations set forth in this disclosure, in which case the rules and regulations of this disclosure shall control. All Transactions, whether deposits, withdrawals, or transfers, made with the Card or PIN are subject to verification by us. Any Card or other instrument issued by us shall supersede the present instruments.

**PROPERTY RIGHTS.** The Card and the PIN are property of the Credit Union and your right to use these in connection with your Credit Union accounts may be terminated at any time without notice. You will surrender your Card or cease to use your PIN whenever we ask for them. **You will not allow any other person possession or use of the Card or PIN. It is your responsibility to prevent disclosure and unauthorized use of your Card and your PIN. If you allow any person to use your Card or your PIN, then you will be held liable for any use by that person. We will treat each transaction as having been made or authorized by you, unless you notify us that the individual is no longer authorized by you to make Transactions on your accounts.** We will, as soon as possible after notification, block further Transactions on your account.

**CHANGES.** We reserve the right to change or add to these rules and regulations at any time, upon giving you reasonable notice at least 21 days prior to the effective date of the change. Such notice may consist of enclosing a notice on or in the statement of the account or mailing a notice in a special mailing. Notice to any joint account holder of the Card or PIN is notice to all of you. In the event we determine that an immediate change is necessary to maintain or restore the security of the electronic fund transfer services or to any account, then we may make the necessary change without advising you in advance. We can delay enforcing any of our rights against you without losing them.

**ELECTRONIC FUNDS TRANSFER DISCLOSURE**

**YOUR OBLIGATIONS.** It is very important to keep your PIN confidential and separate from your Card and/or account number to prevent someone from using it to make Transactions without your permission.

Tell us AT ONCE if you believe your Card or PIN has been lost, stolen, or used without your permission. 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 is made with your Card or PIN without your permission, and is either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or card. Your liability for unauthorized use of your Card or PIN will be determined under the following paragraphs for transactions that are not Visa or Interlink transactions, for transactions at ATMs, or if you were grossly negligent in the handling of your Account, Card, or PIN.

If you tell us within two business days, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of the Card or PIN, and we can

prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Tell us AT ONCE, if your statement shows transfers that you did not make. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**NOTIFICATION OF LOSS.** If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, **call: (260) 483-0514 in Fort Wayne or 1-800-752-4613 outside Fort Wayne;** or **write: Professional Federal Credit Union, P.O. Box 5466, Fort Wayne, Indiana 46895-5466.**

**OUR OBLIGATIONS.** 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 will be liable for your losses or damages. However, there are some exceptions. We will NOT BE LIABLE, for instance:

- \* If, through no fault of ours, you do not have enough money in your account to make the transfer.
- \* If, when applicable by prior agreement, the transfer would go over the limit on your overdraft line.
- \* If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- \* If the system that you are using does not have enough cash to complete the Transaction.
- \* If the Electronic Funds Transfer system is not working properly and you know this at the time of transfer.
- \* If the system malfunctions or ceases to operate during a Transaction.
- \* If you make a mistake using the ATM, Point-of-Sale, or any other terminal device provided now or in the future.
- \* If we correct the error before the error causes you any actual damage.
- \* If funds in your account have been attached, garnished, levied against or we are prohibited by law from paying on your account.

There may be further exceptions stated in agreements with you, which may be changed from time to time without notice to you.

**BUSINESS DAYS.** Our business days are Monday through Friday. Credit Union holidays are not included.

**ACCOUNT ACCESS.** Any Transaction at an ATM, POS, and any other terminal or device provided now or in the future that is initiated by use of your Card or PIN or both, including:

- \* Cash withdrawals from your Savings or Share Draft Accounts.
- \* Deposits made to your Savings or Share Draft Accounts.
- \* Transfers between your Savings and Share Draft Account.
- \* Balance inquiries for a current amount in your Savings or Share Draft Accounts. This figure may not agree with your records, as some withdrawals, share drafts, or deposits may not yet be posted to your account.
- \* Pay for goods or services from merchants with POS Terminal.
- \* Not all services are available at every terminal.

**Electric Check Transactions Covered:** Transactions include ACH transfers when you have provided a check to a merchant or payee to capture information to initiate the transfer and ACH payments by a bill payer under a bill payment service available via electronic means unless the service terms state that payment will be solely by paper instrument. Also, furnishing a check to a merchant or other payee constitutes authorization for a one-time transaction where you receive notice that the transaction will be processed as an ACH and you complete the transaction.

**ATM SURCHARGES:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry).

**LIMITATIONS.** You may make unlimited transfers up to the amount of funds in your Savings and Share Draft Accounts through the ATM or POS during any one-business calendar day. You also may make unlimited deposits. However, you may only make withdrawals for combined cash total per day per Card as disclosed to you at the time of approval. For security reasons, there are limits on the dollar amounts for transfers and withdrawals when using our telephone and internet banking services. You may contact the credit union to find out the limits for your account. During any interruption of the electronic services system ("off-line" situation), the dollar amount and frequency of Transactions may be reduced. All Transactions made with the Card or a PIN will be subject to the rules, regulations, bylaws or operating procedures of this Credit Union.

**ACKNOWLEDGMENTS.** You will receive a receipt as an acknowledgment for each Transaction made to or from your account at any electronic terminal provided by us now or in the future. Electric terminals do not include telephones or home banking devices. You will receive a monthly statement on your account

unless there are no monetary Transactions in a particular month. In which case you will receive a quarterly or annual statement on your Savings Account.

**IN CASE OF QUESTIONS OR ERRORS.** If you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt, notify us as soon as you can during business hours:

**call: (260) 483-0514 in Fort Wayne or 1-800-752-4613 outside Fort Wayne; or write: Professional Federal Credit Union, P.O. Box 5466, Fort Wayne, Indiana 46895-5466.**

We must hear from you no later than 60 days after we first sent the FIRST statement on which the problem or error appeared.

1. Tell your name and account number; and
2. Describe the error or 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; and
3. Tell the dollar amount or suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days. We will tell you the results of the investigation within 10 business days after hearing from you and will correct any error promptly. If more time is needed, however, we may take up to 45 days (or 90 days for a point-of-sale Transaction, or a Transaction outside the United States) to investigate your complaint or question. If this decision is made, we will recredit your account within 10 business days for the amount you think is in error (5 days for unauthorized Visa debit card transactions), so that you will have the use of the money during the time it takes us to complete the investigation. If you have been asked to put your complaint in writing and we do not receive it within 10 business days, the account may not be recredited. If the account has been opened within the past 30 days we may take up to 20 days to provide provisional credit and may take up to 90 days to complete the investigation.

If we decide that there was no error, you will be sent a written explanation within 3 business days after the investigation is finished. You may ask for copies of documents that were used in the investigation.

**PRE-AUTHORIZED DEBITS.** If you have a written agreement with us or any company so authorized to initiate such agreement on your account, then we will debit your account as you ordered with the following conditions.

If you told us in advance to make regular payments out of your account you can stop these payments by the following:

Contact the company so authorized in writing stating that you would like to cancel the pre-authorized debit and call or come into one of our branches and complete a Statement Under Penalty of Perjury for Unauthorized ACH debit. If you call, we will also require you to put your request in writing within 14 days after you first notified us. This Statement Under Penalty of Perjury must be on file at the credit union to document the consumer debit as unauthorized. The Statement Under Penalty of Perjury indicates that the item; 1) was never authorized; 2) had been previously revoked – a copy of the written letter sent to the company canceling the authorization may be requested and attached to the Statement Under Penalty of Perjury; or 3) was either earlier than expected or of the wrong amount. The member, by signing the Statement Under Penalty of Perjury, in effect swears that the originator did not possess or no longer possesses a valid authorization for the debit in question. The credit union must have your notification 3 business days or more before the payment is scheduled to be made. If you follow these procedures to stop one of these payments 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. This liability will be limited to the dollar amount of the transfer plus any fees and charges which may result from the transfer.

**PRE-AUTHORIZED CREDITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from any company, individual, or the government, you may call us at (260) 483-0514 in Fort Wayne or 1-800-752-4613 outside Fort Wayne to find out whether or not the deposit has been made. You will receive a quarterly statement of your account unless other activity warrants more frequent statements.

**THIRD PARTY DISCLOSURE:** We will disclose information to third parties about your account or transfers you made as follows:

1. Where it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with a government agency or court orders; or
4. If you give us your written permission.

We will disclose information to third parties about your account or transfers you made in compliance with the Member Privacy Act and applicable law.

## **YOUR ABILITY TO WITHDRAW FUNDS AT PROFESSIONAL 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 second business day after the day of your deposit. However, the first \$200 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 a way; 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 \$5,000 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 the first \$5,000 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 \$5,000 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 \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

## Deposits at Automated Teller Machines

**OUR ATMs.** It is ProFed Credit Union's general policy to allow members to withdraw funds on the first business day after we receive your deposit. Funds from electronic deposits will be available on the day we receive the deposit. In some cases, we may delay funds beyond the first business day. In this case, funds would generally be available by the second business day after the day of deposit.

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 second 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 3:00 p.m. on each day the office 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 will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. 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 or 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 or account number, even if it the name on the account is a person different than the named beneficiary.

If you give us a payment or 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 person 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 07/21/2011 and may change at any time.**