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# Wire Transfer Agreement

By signing a Wire Transfer Authorization ("Wire Transfer Authorization") or requesting or authorizing a representative of yours to initiate a wire transfer order, you agree to the terms and conditions of this Wire Transfer Agreement ("Agreement"). This Wire Transfer Agreement between America's Credit Union ("Credit Union") and Member and authorized agents ("Member") governs the origination of wire transfers on behalf of the Member.

**1. Definitions** The party whom the Member is transferring the funds to is the "Beneficiary." The bank or financial institution at which the Beneficiary maintains the account to which the funds are being transferred or the bank disbursing the funds to the Beneficiary is the "Beneficiary Bank." The entire series of transactions, commencing with the request for a wire transfer, up until and including the payment to the Beneficiary shall be referred to as a "funds transfer" or "wire transfer."

**2. Service Description.** The Credit Union offers a wire transfer service that enables Members to transfer funds by wire from specific Member account(s) to any other account(s) specified by the Member, whether such accounts are at the Credit Union or another financial institution. Members may initiate a funds transfer through the Credit Union's online banking service or by contacting the Credit Union in the manner the parties mutually agree. The Credit Union offers a service for sending outgoing funds transfers on a scheduled recurring basis from Member accounts in accordance with the terms and conditions of the Wire Transfer Authorization form which is incorporated herein. The Member may select the day the funds transfer should occur and the Credit Union will, subject to the terms and conditions set forth in the Authorization, send the funds transfer on the designated date in accordance with the instructions outlined by the Member.

**3. Funds Transfer Business Days & Cutoff Times.** Funds transfers occur on non-holiday weekdays (Monday through Friday) only. The Credit Union's funds-transfer cut-off hours are 1:00 PM PST for domestic wires. Payment orders received after the applicable cut-off times may be treated as having been received on the next following business day and processed accordingly. Wire requests may be subject to further review which may cause a delay or cancellation of the request. The receiving institution may also take additional time to process. If you have a situation where you need research done please keep in mind that the Credit Union may take additional time to process this research. The Credit Union may establish or change from time to time cutoff times for the receipt and processing of funds transfers requests, amendments or cancellations. Wire Transfers, cancellations or amendments received after the applicable cutoff time may be treated as having been received on the next Business Day and processed accordingly.

**4. Fees.** The Credit Union may charge an account(s) for the amount of any funds transfer initiated by any person authorized on the account from which the funds transfer is to be made, any Wire Transfer Recurring Fees and any additional applicable fees for wire transfers set forth in the our Membership and Account Disclosure and Deposit Rate and Fee Schedule. All fees are subject to change from time to time at the discretion of the Credit Union.

**5. Member Indemnity.** The Member shall be liable to the Credit Union for and shall indemnify and hold the Credit Union harmless from any and all claims, causes of action, damages, expenses (including reasonable attorneys fees and other legal expenses), liabilities and other losses resulting from acts, omissions, by the Member or any other person acting on the Member's behalf, including without limitation: (i) a breach by the Member of any provision of this Agreement; (ii) the Credit Union debiting or crediting the account of any person as requested by the Member; (iii) the failure to act or the delay by any financial institution other than the Credit Union; and (iv) the Credit Union accepting any verbal wire transfer requests or information by telephone through the Credit Union's Call Center without the signature or proper identification of Member or Member's representative requesting the transfer.

**6. Credit Union Liability.** The Credit Union shall be responsible only for performing the wire transfer services provided in this Agreement and should be liable only for its negligence or willful misconduct in performing the services. The Credit Union shall not be liable for acts or omissions by the Member or any other person; including without limitation any wire transfer system, any Federal Reserve Bank, any Beneficiary Bank, and any Beneficiary, none of which shall be deemed the Credit Union's agent. Without limitation, the Credit Union may be excused from delaying or failing to act if caused by illegal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes or other circumstances beyond the Credit Union's control. In no event shall the Credit Union be liable for any consequential, special, punitive or indirect losses or damages incurred relating to this Agreement, including without limitation, subsequent wrongful dishonor resulting from the Credit Union's acts or omissions.

**7. Notice of Errors.** All transfers will appear on the Member's regular account statement. It is the Member's obligation to examine the statement for any discrepancy concerning any Wire Transfer. If the Member fails to notify the Credit Union of any such discrepancy within thirty (30) days after the Member received the statement or other sufficient information to detect such discrepancy, the Credit Union shall not be liable for and the Member shall indemnify and hold the Credit Union harmless from any loss of interest with respect to the Wire Transfer and any other loss which could have been avoided had the Member given such notice. Within thirty (30) days after notification has been received that the Wire Transfer has been executed, the Credit Union must be notified of any errors, delays or other problems related to the order. If the Member fails to notify the Credit Union within thirty (30) days after receiving the statement, the Member is precluded from any claim against the Credit Union. In the event that the funds transfer is delayed or erroneously executed and a loss is suffered as a result of the Credit Union's error, its sole obligation is to pay or refund such amounts as may be required by applicable law. If the Credit Union becomes obligated under Article 4A to pay interest, the rate of interest to be paid shall be equal to the dividend rate on a daily basis, 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.

**8. Security Procedures.** Member and Credit Union shall comply with the security procedure requirements described in the Wire Transfer Authorization. In addition, the Credit Union may but is not required to take additional actions to those selected to verify the identification of the Member or its agents, or to detect any error in the transmission or content of any wire transfer request. Provided the Credit Union complies with the security procedures selected by the Member and accepted by Credit Union, the Member shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request is not actually transmitted or authorized by the Member. If the Credit Union does not follow the agreed security option, but can prove the transfer request was originated by the Member, the Member will still be liable for the transfer amount plus transfer fees. The Member authorizes the Credit Union to record electronically or otherwise any telephone calls relating to any transfer under this Agreement. The security procedures established hereunder are commercially reasonable and Member agrees to comply in all respects with such procedures.

**9. Inconsistent Data and Rejections by Credit Union.** If a wire transfer request indicates an intermediary bank or Beneficiary Bank inconsistently by name and identifying number, the execution of the wire request may be based solely upon the number even if the number identifies a bank different from the named bank or a person who is not a bank. If a wire transfer request describes a Beneficiary inconsistently by name and account number, payment might be made to the Beneficiary Bank solely upon the account number even if the account number identifies a person different from the named Beneficiary. Member's obligations shall not be excused in these circumstances. The Credit Union shall reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, or other requirements set forth in this Agreement, such as availability of funds on deposit. The Credit Union may reject, except when prohibited by law, at its sole discretion, any transfer request it receives from the Member for any reason. The Credit Union shall notify the Member of the Credit Union's rejection of the transfer request by telephone, electronic message or U.S. Mail. The Credit Union will comply with regulations issued by the U.S. Treasury's Office of Foreign Asset Control (OFAC) any transfer request that is to an entity listed on OFAC's list of specially designated nationals and blocked persons by law the Credit Union shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to the Credit Union. The Credit Union shall have no liability to the Member as a result of Credit Union's rejection of any transfer request or internal transfer if it complies with the terms of this Agreement.

**10. Rejection of Credit Union's Transfer Request.** If the Credit Union receives notice that a wire transfer transmitted by the Credit Union has been rejected, the Credit Union shall notify the Member of such rejection, including the reason given for rejection by telephone, electronic message or U.S. Mail. The Credit Union will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.

**11. Cancellation and Change by Member.** The Member shall have no right to cancel or amend any transfer request after receipt by the Credit Union; however, the Credit Union shall use reasonable efforts to act on a cancellation or change request so long as it is received from the Member or its authorized agent in accordance with the security procedure set forth in this Agreement and the Credit Union has reasonable time within which to act upon such instructions. The Credit Union shall have no liability if the cancellation or change is not effected. Any written notice to the Credit Union by the Member must be hand delivered or sent by U.S. Mail or express carrier to any Credit Union branch location.

**12. Amendments.** We reserve the right to amend this Wire Transfer Agreement upon thirty (30) days' written notice to you.

**13. Governing Law.** The origination of Wire Transfer orders through the Credit Union shall be governed by the laws of the state of Washington, UCC Article 4A, and Federal Reserve Regulation J, this Agreement and the Membership and Account Agreement. To the extent of any inconsistency between the terms of these Agreements, the terms of this Agreement shall govern. In the event of a dispute under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

**14. Termination.** Either party may terminate this agreement with or without cause by giving thirty (30) days prior written notice. Notwithstanding the foregoing, the Credit Union may terminate this agreement immediately at any time upon notification to the Member, if (i) Credit Union has a reasonable concern about a funds transfer or a possible loss that might be suffered by the Credit Union, (ii) Member has breached or may breach this agreement, or (iii) Credit Union becomes aware of information which may indicate illegal or improper transactions.