

# **CONNECTION CREDIT UNION**

## **Wire Transfer Request Agreement**

The following rules shall apply to wire transfer services provided by Connection Credit Union. As used in the Wire Transfer Request Agreement, the words "I," "us," "we" or "our" shall apply to and mean "Connection Credit Union". The words "you" and "your" shall apply to and mean the member and all owners listed on the account that have requested or utilized the wire transfer services stated herein. This Wire Transfer Agreement supersedes any inconsistent terms contained in Connection Credit Union's member account agreements and any previous Wire Transfer Notice and/or Agreements. This Wire Transfer Agreement is subject to modification and or termination upon five days' written notice to you.

Any accountholder signature on this agreement allows that all owners of the account have authorization to perform wire transfer transactions provided the security procedures listed in this agreement are followed.

You agree to be bound by the terms and conditions found within your application for membership and to the bylaws, rules and regulations of Connection Credit Union in effect from time to time. You further acknowledge receiving a copy of the "agreements and Disclosures" related to your account(s) and you agree to be bound by the terms and conditions found therein.

### **Acceptance of Payment Orders**

In general, we will accept payment orders only if you have signed a Wire Transfer Agreement, signed an member wire request form, have a sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and produce valid identification. Once you have signed a Wire Transfer Agreement, we will accept telephonic payment orders from you, provided our security procedures are followed.

### **Security Procedures**

Once you have signed a Wire Transfer Agreement and provided us with a member-created password, we will review the wire request and perform a call back to the member for verification on wires of \$5,000.00 or more. Once a member created password is established we will accept payment orders from you via fax or telephone, provided you have a sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and you provide the information above to us when you call to make your payment order.

You hereby acknowledge that the security procedures described are commercially reasonable and that you have selected the security procedure offered by the credit union after due consideration of all such alternatives and your business circumstances, including the size, type, and frequency of payment orders that you anticipate issuing to the credit union.

You hereby acknowledge that you will be liable for any payment order or communication amending or canceling a payment order, whether or not authorized, that is issued in your name and accepted by the credit union in compliance with the agreed-upon security procedure. You hereby agree to follow the security procedure when making a payment order via telephone.

### **Impossibility of Performance**

The credit union will not be liable for failure to comply with the terms of a wire transfer agreement caused by legal constraint interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond the control of the credit union.

### **Indemnification**

You hereby indemnify the credit union, its agents, and employees against any loss, liability, or expense (including attorney's fees) resulting from or arising out of any claim of any person in connection with any matters subject to this agreement, except where applicable law precludes your notification.

### **Notification**

You will not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of incoming wire transfers as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account these rules do not require that we provide you with next-day notice of receipt of an ACH item. As such, we will also provide you with notification of the receipt of these items as part of your periodic statement.

You hereby agree to notify us in writing of any unauthorized or erroneous payment order within thirty days from the date you first received notification from the credit union either that the order was accepted or your account was debited with respect to the order. Should you fail to promptly notify us of any unauthorized or erroneous payment order as discussed above, we will not be liable to you for any subsequent similar occurrence that we could have prevented had we received such notice.

**Choice of Law**

We may accept on your behalf, payments to your account that have been submitted by Fedwire and that are not subject to the Electronic Funds Transfer Act (“Regulation E”). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Funds Transfers through Fedwire, and the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction that does not involve Fedwire, the rules of that ACH will govern that part of the transaction. Where none of the above-stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of the State of Washington.

**Funds-Transfer Business Day**

Funds transfers occur on nonholiday weekdays (Monday through Friday) only. Connection Credit Union's funds-transfer business hours are 9:00 AM. To 1:00 P.M. for wire over \$5,000.00 and from 9:00 A.M. to 2:00 P.M. for wires under \$5,000.00 (any wire transfers or receipts after 2:00 P.M. will be processed the following nonholiday weekday). Payment orders are executed as soon as possible after received; therefore, you should tell us immediately if you wish to cancel or modify wire instructions.

**Account Limitations**

It is the policy of Connection Credit Union to accept funds transfers from any of your share accounts; however, with respect to your Money Market accounts, we will allow you to make no more than six withdrawals or transfers to another credit union account that you own, or to third parties, by means of a preauthorized or automatic transfer, or telephonic order or instruction, or similar order, per month. Your account may be subject to closure if you exceed these limits.

**Fees**

We will charge you a fee each wire transfer payment order you give to us. The fee may be subject to change; please see our Fee Schedule or the Wire Transfer Request form for the current fees. If wiring instructions you provide are incorrect and the wire transfer is returned to us for any reason, you can provide us with the correct information that will permit us to execute the payment order again with no additional charge to you. Connection Credit Union makes no warranties with respect to fees charged by other financial institutions with respect to your payment orders.

**Provisional Credit**

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (the originator) shall not be deemed to have paid you the amount of the credit entry.

**Your Liability for Incorrect information**

If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account number or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit (“R/T”) or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation.

**Limitation of Liability**

If we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys fees, unless otherwise provided by law or regulation.

If you make a payment order which instructs us to wire funds to foreign countries, we assume no liability as to the length of time necessary to complete such a transfer, provided we have acted in good faith, with ordinary care, and in compliance with applicable law.

**Acknowledgement/Acceptance of Wire Transfer Agreement:**

**Member #:** \_\_\_\_\_

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Connection Credit Union Member Wire Request

Members Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Credit Union Account Number: \_\_\_\_\_ drawn from (S1, S10, etc.) \_\_\_\_\_

**In-person Request:** A Wire Transfer Request Agreement must be provided to, and signed by, the member. A password will be established on the account for security purposes. The member's identification must be verified.

I.D. type \_\_\_\_\_ I.D. number \_\_\_\_\_ Expiration date: \_\_\_\_\_

I.D. Verified By: \_\_\_\_\_ Password established on account \_\_\_\_\_

**Telephone Request Policy:** A signed Wire Transfer Request Agreement must be on file and a password is required for all members' telephone wire requests. If both are not already established, the member must first come in to sign an agreement and/or establish a password. Password Verified By: \_\_\_\_\_

**Callback Policy:** Phone and fax requests for more than \$5,000.00 must be verified by calling the member back at their home or work phone number on the system. If the member is away from these numbers, ask for and write down the phone number at which they can be reached. \_\_\_\_\_

Transfer Amt \$ \_\_\_\_\_ Fee  \$15.00 (US)  \$35.00 (Int'l) Total Amt \$ \_\_\_\_\_

ABA No. of Receiving Financial Institution \_\_\_\_\_

Name of Receiving Financial Institution \_\_\_\_\_

Account number to credit \_\_\_\_\_

Name of accountholder being credited \_\_\_\_\_

Address of accountholder being credited \_\_\_\_\_

Phone number of Bank/Credit Union receiving wire \_\_\_\_\_

Intermediary F/I name and account number (if applicable) \_\_\_\_\_

For international wires: Country \_\_\_\_\_ Convert US \$\$ to foreign currency? (circle one) N Y

IBAN: \_\_\_\_\_ SWIFT Code: \_\_\_\_\_

I hereby request that Connection Credit Union initiate the above wire transfer. I understand and have agreed to the terms of the Wire Transfer Request Agreement (also to be used for subsequent wire transfers requests) between myself and Connection Credit Union. I realize that requested wire transfers which are received by Connection Credit Union later than 2:00 P.M. for wires under \$5,000.00 and 1:00 P.M. for wires over \$5,000.00 will be completed the following business day.

Member's Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature \_\_\_\_\_ Time Request Taken \_\_\_\_\_

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## Credit Union use only

Call back performed by: \_\_\_\_\_ date & time of callback: \_\_\_\_\_ Call back # used:  home  work  other

Sent by \_\_\_\_\_ Date & time sent \_\_\_\_\_ Verified by \_\_\_\_\_

Posted by \_\_\_\_\_ date & time posted \_\_\_\_\_ Corporate Confirmation # \_\_\_\_\_