

FORT LIBERTY FEDERAL CREDIT UNION
Wire Transfer Agreement

1. **Summary and Definitions.** The following rules shall apply to all wire transfer services provided by Fort Liberty Federal Credit Union. The terms and conditions of your Membership Agreement and Disclosures apply and are incorporated herein to the extent not expressly changed by this Agreement. As used in this agreement, the words “I,” “we,” “our,” or “Credit Union” shall apply to and mean ‘Fort Liberty Federal Credit Union.’ The words “you” and “your” shall apply to and mean the person(s) who has/have requested or utilized the wire transfer services stated herein. This Wire Transfer Agreement supersedes any inconsistent terms contained in any other or prior agreements and any previous Wire Transfer Notice or Request. This Agreement governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as “Fedwire” or “wholesale” wire transfers). This Agreement does not apply to any transaction or any part of any transaction governed by the Electronic Funds Transfer Act and Regulation E (“EFTA/Reg E”) except as expressly provided otherwise in EFTA/Reg E. Further, to the extent that this Agreement varies any provision of Article 4A, or Regulation J, this Agreement shall govern, except where specifically prohibited by applicable law. This Wire Transfer Agreement is subject to modification, amendment, and/or termination upon five days’ written notice to you.

Certain Wire Transfers are “Remittance Transfers.” A “remittance transfer” is an electronic transfer of funds of more than \$15.00 requested by a sender to a designated recipient in a foreign country that is sent by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein as transfers that are not “remittance transfers” and : (1) Are disclosed in the terms of your Membership Agreement; (2) Any receipt we may provide to you in connection with a request for a remittance transfer; or (3) In state provisions as designated herein.

2. **Services Available.** You authorize us to transfer funds in accordance with your request(s) to and from your account(s) with us, or to and from another institution or person. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have cause for rejecting the payment order. We may also accept on your behalf payments to your account(s); and such transfers shall be subject to the terms in this Agreement.
3. **Person(s) Authorized to Make Transfers.** You agree that you, any owner of an account, or any person authorized by a written instrument by you or any other owner, that is acceptable to us, may initiate, request, cancel, amend, or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint owner until we receive written notice revoking or modifying that authority.
4. **Security Procedure(s).** When a payment order is issued by an account owner, the Credit Union’s security procedure may involve use of identification methods that may include photo identification requirements, signature verification, data/password verification, use of a personal identification number, and/or callback procedure by us. In certain situations, some or all of the above may be required. You agree that the security procedures established hereunder which we elect to utilize in any particular transaction are not commercially reasonable and you agree to comply in all respects with such procedures. You may choose not to allow outgoing funds transfers on your accounts by informing us in writing, in person, by phone or email via our secure internet banking service, and we shall honor such request if given a sufficient time on a business day to allow us to accommodate the request. If you have chosen not to allow funds transfers on your account, you may reinitiate the service via the same methods for disallowance. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.
5. **Time Limitations for Acceptance of Orders.** We may establish and change cut-off times for the receipt and processing of funds transfer orders, amendments, or cancellations. For the services subject to this Agreement, our business days are our regular business hours and days of operation, excluding holidays. Any request received after 4:00 p.m. will be

processed on the following non-holiday weekday. Your request for transfer(s), amendments(s), and cancellations(s) is considered accepted when executed by us.

- 6. Cancellation or Amendment of Transfer Request(s) and Termination.** Remittance Transfers to a beneficiary in a foreign country covered under Regulation E will be held for 30 minutes upon your receipt of our combined disclosure of your payment order. You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not effected. Furthermore, you shall be solely liable for any and all damages arising or related to any amendment or cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs, and expenses we may incur in attempting to cancel or amend any transfer. The Credit Union may terminate this agreement with or without cause by giving thirty (3) days prior written notice. Notwithstanding the foregoing, we may terminate this Agreement immediately at any time upon telephone notification to you if (i) we reasonably deem the Credit Union insecure; (ii) you have breached this Agreement; or (iii) we become aware of information which may indicate illegal or improper transactions. In addition, we require thirty (30) days' notice from you to discontinue a "reoccurring funds transfer" that was previously authorized by you.
- 7. Errors on Remittance Transfers.** The following rules apply to remittance transfer and apply to the extent they vary any of the other terms of this Agreement. If you think there has been an error or problem with your remittance transfer, call us, write us, or email us using the contact information listed on the back of this publication. You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us: (1) Your name and address [or telephone number]; (2) The error or problem with the transfer, and why you believe it is an error or problem; (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address; (4) The dollar amount of the transfer and (5) The confirmation code or number of the transaction. We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. 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 any documents we used in our investigation.
- 8. Account Owners Instructions Identifying Beneficiary or Financial Institution.** You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary's financial institution name, routing, and transit number may result in payment solely on the basis of the routing and transit number even if the name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number.
- 9. Account Statements and Notices.** All transfers subject to this Agreement will be reflected on your periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours. You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error or within **30** days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.
- 10. Remittance Transfers:** Wire transfer orders to a beneficiary in a foreign country covered under Regulation E will be held for 30 minutes upon your receipt of our combined disclosure of your payment order. You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at the phone number or e-mail address of the back of this publication within one (1) business day of payment for the transfer. When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

11. **Method Used to Make the Wire Transfer.** We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own internal systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power facilities, equipment malfunctions, suspension of payment by another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake, or other circumstances not within our control.
12. **Limitation of Credit Union's Liability.** In addition to any defense or exception from liability provided in under applicable law, we shall only be responsible for performing the funds transfer service provided in this Agreement pursuant to the instruction you give (when acceptable to us and under applicable law) and shall be liable only for our failure to act with "ordinary care" or if we act with willful misconduct, which shall be limited to actual damages; and in no matter or case shall we be liable for any special, indirect, exemplary, consequential, or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made. If you make a request which instructs us to wire funds to any foreign county, we have no liability arising or relating to length of time necessary to complete such transactions provided we have acted with ordinary care; and without willful misconduct.
13. **Your Liability to the Credit Union.** You shall be liable to us for and shall indemnify and hold us harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities, and other loses resulting from acts, omissions, or provision of invalid or inaccurate data by you.
14. **Provisional Payment.** We may in our sole discretion give you a credit for automated clear house (ACH) payments or wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credit.
15. **Choice of Law.** Except as otherwise required by applicable law, this Agreement and any dispute arising hereunder or relating hereto shall be construed and governed by the laws of the State of North Carolina.
16. **Fees.** We will charge you a fee of \$15.00 for outgoing domestic wires and \$45.00 for outgoing international wires.

I/We have read the above Wire Transfer Agreement and agree to its terms and conditions.

Print Full Name: _____ Date: _____

Account Owner's Signature: _____

Print Full Name: _____ Date: _____

Account Owner's Signature: _____