

**PEOPLES
ADVANTAGE**
FEDERAL CREDIT UNION
WIRE TRANSFER FUNDS AGREEMENT

This Wire Funds Transfer Agreement is entered into as of the _____ day of _____, 20_____, by and between Peoples Advantage Federal Credit Union (herein referred to as the "Credit Union") and (Please print name(s) as it appears on the account) (herein collectively if more than one, referred to as "Member").

Member and Credit Union agree as follows:

1. **Wire Security Code.** Member's Name _____
Member Number _____
Member's Telephone Number (Home) () _____ - _____.
(Work) () _____ - _____.
(Cell) () _____ - _____.

Member's Wire Security Code: _____

The Wire Security Code may consist of letters and/or numbers and is secret and strictly confidential. If we receive the correct Wire Security Code, we will seek no further verification of identity of Member, however, we will do a call back to verify member request as noted in section 5 of this agreement.

❖ ***It is very important you remember the Wire Security Code you choose.***

2. **Agreement.** The terms used in this agreement have the meaning given to them in Article 4A of the Uniform Commercial Code – Funds Transfers (UCC 4A). This agreement will be governed by the law of the state in which your account with us is located. This agreement is also subject to all funds-transfer system rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us.

3. **Funds Transfer.** A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. A funds transfer does not include any transaction if any part of the transfer is covered by the Electronic Fund Transfer Act of 1978, as amended from time to time. You may give us a payment order orally, electronically or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment.

4. **Authority to Wire Transfer Funds.** Member authorizes Credit Union to honor, execute and charge to Member's Deposit Account any and all telephonic, telegraphic, oral or written requests for the wire transfer of funds, up to the amount on deposit in Member's Deposit Account, when such requests are received. If the appropriate wire security code is given, it will be conclusively presumed that any requests are received from Member or an authorized agent of Member. Upon receipt of any request, Credit Union is specifically authorized to wire transfer funds from Member's Deposit Account to any other specified account(s) of Member or of a third party, at another financial institution.

NOT WITHSTANDING, ANY INSTRUCTIONS TO THE CONTRARY, WHETHER CONTAINED ON MEMBER'S SIGNATURE CARD(S) OR ELSEWHERE REGARDING AUTHORIZED REPRESENTATIVES OR MINIMUM NUMBER OF SIGNATURES REQUIRED FOR THE WITHDRAWAL OF FUNDS FROM MEMBER'S DEPOSIT ACCOUNT, CREDIT UNION IS AUTHORIZED TO ACT ON ANY AND ALL TELEPHONIC, TELEGRAPHIC, ORAL OR WRITTEN INSTRUCTIONS OR ANY PERSON WHO PROVIDES THE PROPER SECURITY CODE.

(This Agreement must be signed by all signers on the Account)

5. **Wire Transfer Request.** Credit Union shall use its best efforts to execute all authorized wire transfer requests on the date received, provided (i) that day is a business day for the Credit Union, for the communications facility selected by Credit Union, and for the receiving financial institution to which the wire is directed, and (ii) the request is received by Credit Union before 4:00 p.m. EST.

You may identify the beneficiary or any financial institution by name and by account number (or ABA routing number). The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. If the wire transfer is cleared through the Federal Reserve, Regulation J governs the transaction. You authorize the Credit Union to transfer funds as described herein and debit your account in the amount transferred, plus applicable charges.

- All wires require a call back to member to verify requests.
- All wires are sent in US Dollars.

Credit Union reserves the right to dishonor any wire transfer request for any reason and without notice and shall not be held responsible for any loss occasioned by such refusal.

Credit Union is authorized to use any means Credit Union considers suitable for the transmission of funds. Credit Union may refuse to honor an instruction if the party to receive the transmission of funds is not a financial institution.

6. **Wire Security Code.** Member agrees that at the time of each wire transfer request, Member shall provide Credit Union with Member's:

- Name and CU Member Number.
- Wire Security Code.
- The Name and Routing/ABA No. of receiving financial institution.
- The Name and Address of recipient if different from Member.
- Deposit Account No. at receiving financial institution
- If wiring funds internationally, Member must also provide the intermediate financial institution's Name and Routing/ABA No. or Swift Code.

***It is the sole responsibility of Member to provide correct wiring information.**

7. **Credit Union's Liability.** Credit Union is entering in this Agreement as an accommodation and convenience to Member, and Member will indemnify and hold Credit Union free and harmless from and against any and all claims, demands, actions or suits, whether groundless or otherwise, whether based on contract, negligence or otherwise, and as may arise out of any act or failure to act on the part of Credit Union. Credit Union shall incur no liability to Member or any other person in the event the intended party does not receive the funds if Credit Union shall have acted reasonably in transmitting the funds in accordance with Member's instructions.

IN NO EVENT SHALL CREDIT UNION BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES THAT DEPOSITOR MAY INCUR OR SUFFER BY REASON OF THIS AGREEMENT OR ANY TRANSFER AFFECTED OR NOT AFFECTED UNDER THIS AGREEMENT.

Credit Union shall not be held liable or responsible for failures, delays, errors, claims or damages in the execution or effectuation of any transfer occasioned by the fault or negligence of any correspondent bank, agent or agency selected by Credit Union for purposes of making or completing the transfer of funds. Credit Union may select any wire system it deems appropriate for a transfer.

8. **Statement.** Credit Union shall prepare a statement ("Statement") for Member's Deposit Account at agreed intervals. Any discrepancies between Member's records and the Statement shall be brought to the attention of Credit Union in writing within thirty (30) days after the Statement date.

9. **Cancellation Request.** If Member shall cancel or otherwise order any wire transfer stopped under this Agreement, Credit Union shall make every reasonable effort to carry out Member's order, but shall incur no liability to Member if Credit Union is unable to stop the wire transfer. Credit Union will not be required to refund any wired funds transferred until Credit Union shall confirm the wire transfer is canceled or stopped and the funds are returned to Credit Union. **International wires cannot be cancelled once sent.**

10. **Termination of Agreement.** This Agreement shall remain in full force and effect until terminated. Credit Union may terminate this Agreement at any time upon notice to Member to be effective on the date of such notice. Member may terminate this Agreement at any time, but only in writing to be effective three days after notice is received by Credit Union.

11. **Provisional Credit.** You agree to be bound by the automated clearing house association operating rules that provide that payments made to you, or originated by you, by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code.

12. **Erroneous Execution.** If we receive an order to pay you and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

IN WITNESS WHEREOF, the parties have signed this Wire Funds Transfer Agreement as of the day and year first above written.

Dated: _____

All Account Holder Signature(s)

Signature of Witnessing Credit Union Employee or Notary