

Wire Transfer Agreement



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By signing a Wire Transfer Request (“Wire Transfer Request”) or requesting or authorizing a representative of yours to initiate a wire transfer request, you agree to the terms and conditions of this Wire Transfer Agreement (“Agreement”). This Wire Transfer Agreement between Colorado Credit Union (“Credit Union”) and Member and its authorized agents (hereafter “Member”) governs the origination and receipt of wire transfers on behalf of the Member. This Wire Transfer Agreement and the Member Service Agreement shall apply to any funds transfer as defined in Article 4A of the Uniform Commercial Code (“UCC Article 4A”).

a. Definitions

UCC Article 4A and Federal Reserve Regulation J establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. Unless otherwise specified in this Agreement, the definitions in UCC Article 4A and Federal Reserve Regulation J apply to terms used in this Agreement. 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.”

b. 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 by contacting the Credit Union in the manner the parties mutually agree. The Member selects the day the funds transfer should occur and the Credit Union will, subject to the terms and conditions set forth in the Wire Transfer Request, send the funds transfer on the designated date in accordance with the instructions outlined by the Member.

c. Funds Transfer Business Days & Cutoff Times.

Funds transfers occur on non-holiday weekdays (Monday through Friday) only. The Credit Union's cut-off time for domestic wires is 5:00 pm on each weekday that the Credit Union is open that is not a holiday. The Credit Union's cut-off time for International wires is 4:00 pm on each weekday that the Credit Union is open that is not a holiday. 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. The Credit Union may establish or change from time to time cutoff times for the receipt and processing of Wire Transfer 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.

d. Restriction on Internet Gambling Transactions.

You may not initiate any wire transfer to facilitate any transaction related to internet gambling.

e. Service Charges.

The Credit Union may charge an account(s) for the amount of any funds transfer initiated by any person authorized to the account from which the funds transfer is to be made, any Wire Transfer Recurring Charges and any additional applicable charges for wire

transfers set forth in “Our Rates & Service Charges” disclosure. All service charges are subject to change from time to time at the discretion of the Credit Union.

f. 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 attorney 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 without the signature or proper identification of Member or Member's representative requesting the transfer.

g. 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.

h. 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 transmission of 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 sixty (60) days after notification 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 sixty (60) 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.

i. International Wire Transfers.

The Member acknowledges that international wire transfers may take as much as 30 days to be received by the beneficiary bank

or financial institution. Any inaccurate or missing information in the payment order may result in unnecessary delays or non-receipt of funds. Because of this, and because of variations in banking laws in other countries, the Credit Union cannot guarantee safe completion of international wire transfers. All wires will be sent in U.S. Dollars. The Member bears any risk associated with exchange rates.

j. Security Procedures.

When a Wire Transfer Request is issued by a Member, 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 callback procedures agreed by the Member and the Credit Union. The Credit Union and the Member have agreed to any security procedure option(s) selected above in Section 5 and the format requirements as shown on the Credit Union's current Wire Transfer Request form for each transfer request (and cancellation of a transfer request) transmitted to the Credit Union.

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. Any of these additional procedures will not be considered part of this agreement and may only be used periodically. 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 service charges, 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 Wire Transfer Request was originated by the Member, the Member will still be liable for the transfer amount plus transfer service charges. 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.

k. 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 Transfer 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 may reject any Wire Transfer Request or incoming wire transfer that 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 Wire 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 Wire 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 Wire

Transfer Request or internal transfer if it complies with the terms of this Agreement.

l. Rejection of Credit Union's Wire 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 Wire Transfer Request.

m. Cancellation and Change by Member.

The Member shall have no right to cancel or amend any Wire 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 the main branch of the Credit Union at PO Box 270010, Littleton, CO 80127-0001.

n. Governing Law.

We may accept on your behalf, payments to the 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 the 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 Colorado and UCC Article 4A. In the event of a dispute under this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

o. Amendments, Assignments and Termination of Agreement.

The Credit Union shall be entitled to amend this Agreement at any time which will become effective immediately upon the Member's receipt of notification or upon later date specified in such notification. The Member may not amend any portion of this Agreement without the Credit Union's prior written consent at which time a new agreement will be established. Either the Credit Union or the Member may terminate this Agreement at any time by giving written notice to the other party. Termination by the Credit Union shall be effective immediately upon the Member's receiving written notice. Termination by the Member shall be effective the second business day following receipt of written notice. Any termination shall not affect any obligations occurring prior to termination.