

INTERNATIONAL WIRE TRANSFER AGREEMENT FORM
FIRELANDS FEDERAL CREDIT UNION

Fee \$ _____ 3/16/2023

Remitter Information:

Member Name _____ Date _____ Time _____

Address _____ Teller _____ Branch _____

City _____ Phone Number _____

State _____ Zip _____

Account Number _____ Savings _____ Checking _____ Other _____

Reference Information _____

Amount _____

Beneficiary Bank Information:

Institution Name _____

SWIFT Code or other Bank Identifier _____

Address _____

Address 2 _____

City _____

Foreign Country _____

Beneficiary Information:

Beneficiary Name _____

Account Number _____

Address _____

Address 2 _____

City _____

Foreign Country _____

I authorize Firelands Federal Credit Union to transfer my funds as set forth herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Credit Union's Wire Transfer Agreement (see reverse side) and applicable fees.

Member Signature _____

ACCOUNTING USE ONLY

- ☐ OFAC Ck
- ☐ Post - Member's account
- ☐ WT Log
- ☐ Entered _____ Verified _____
- ☐ Scanned

FSR III/AM/BM Approval (\$0.01-\$99,999.99) _____
Operations VP+/BOSS Approval (\$100,000.00+) _____

I have read and agree to the Wire Transfer Agreement. Member Initials _____

**Firelands Federal Credit Union
Wire Transfer Agreement**

This is an agreement ("Agreement") entered into between the undersigned ("Member") and Firelands Federal Credit Union ("Credit Union") to provide for funds (wire) transfers from and to the Member. The words "you" and "your" mean the Member. The words "us," "we," and "our" mean the Credit Union.

Authorization. The Member authorizes the Credit Union to transfer funds as requested and specified herein using any means it or an agent considers suitable. The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.

Method Used to Make the Funds Transfer. The Credit Union may select any means for the transmission of funds that we consider suitable, including but not limited to Fedwire. We may make use of correspondents, agents, subagents, and funds transfer and communication systems. Such third parties shall be deemed your agents, and we shall not be liable for any errors, delay, misdelivery, or failure of delivery by any of them unless applicable law says otherwise.

Rejection of Funds Transfer Request. The Credit Union has no responsibility to accept any incoming funds transfer for your benefit. The Credit Union may also reject any funds transfer request for an outgoing funds transfer for reasons including, but not limited to, which exceeds the collected and available funds on deposit in the Member's designated account(s); is not authenticated to the Credit Union's satisfaction or which the Credit Union believes may not be authorized by Member; contains incorrect, inconsistent, ambiguous, or missing information; involves funds which are subject to a lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal. The Credit Union shall incur no liability to Member for any loss occasioned by Credit Union's refusal, with or without notice to Member, to honor any funds transfer instruction.

Transfer Request in Excess of Account Balance. In the event that there are insufficient available funds in Member's account(s) to cover Member's obligations under this Agreement, the Credit Union may at its sole discretion choose to complete funds transfers initiated by Member, and Member agrees to immediately repay the Credit Union the amount of any overdraft created thereby plus any overdraft charges imposed in connection therewith, without notice or demand to Member.

Amendment and Cancellation. Member shall have no right to cancel or amend a funds transfer instruction after its receipt by the Credit Union. However, Credit Union shall use reasonable efforts to act on a request by Member to cancel or amend an instruction prior to executing it, but shall have no liability if cancellation or amendment is not effected.

Cut-Off Times. The Credit Union may establish or change cutoff times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cutoff time will be at 2:00 pm. on each weekday that the Credit Union is open, which is not a holiday. Payment orders, cancellations, or amendments received after the applicable cutoff time may be treated as having been received on the next following funds transfer business day and processed accordingly.

Security Procedures. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

I have read and agree to the Wire Transfer Agreement. Member Initials _____

Inconsistency of Name and Account Number. You acknowledge and agree that when you (or your authorized representative) provide us with a name and account number in order for us to process a funds transfer, payment may be made by the beneficiary's/designated recipient's bank solely on the basis of the account number, even if the account number identifies a person different from the beneficiary so named. We or an intermediary bank may send a funds transfer to an intermediary bank or beneficiary's/designated recipient's bank based solely on the bank identifying number, even if the payment order indicates a different name. We may rely on all information contained in the funds transfer request, regardless of who may have provided the information. You further agree that your obligation to pay the amount of a funds transfer to us is not excused in such circumstances. Except as provided by applicable law, any losses resulting from an incorrect account number or your misidentification of the beneficiary/designated recipient is your responsibility and not ours.

Fees. The Member agrees to pay all fees according to the fee schedule then in effect plus any direct charges incurred by the Credit Union to make, cancel, or amend a request. The Credit Union may make the appropriate transaction to the account for the transfer and debit the account for fees and direct charges in connection with each transfer.

Foreign Currency Transactions. If Member requests a funds transfer in United States Dollars to a foreign country, Credit Union may transfer payment in the currency of the beneficiary's bank's country at Credit Union's, or Credit Union's paying correspondent's or agent's or sub-agent's, buying rate of exchange for United States Dollar transfers. If for any reason the transfer is returned, Member agrees to accept the refund in United States Dollars in the amount of the foreign money credit, based on the current buying rate of the bank converting the currency to United States Dollars on the date of refund, less any charges and expenses incurred by Credit Union. When remittance is made by Credit Union by telex, telegraphic cable, wireless, foreign government telegraphic service, telephone or mail, Credit Union is acting as agent of Member in transmitting the same.

Force Majeure. We will not be liable for our inability to perform our obligations under this Agreement when such inability arises out of causes beyond our control, including but not limited to, any act of God, accident, labor disputes, power failures, system failure, equipment malfunction, suspension of payment by another bank, refusal or delay by another bank to accept the funds transfer, war, emergency conditions, fire, earthquake, or the failure of any third party to provide any electronic or telecommunication service used in connection with the execution or cancellation of a funds transfer.

Account Statements. Except as provided by applicable law, you agree that we are not required to provide you with a separate notice of incoming or outgoing funds transfer. All funds transfers will be reflected on your periodic statement. Member shall notify Credit Union immediately, and in no event later than thirty (30) days after receipt of the periodic statement, of the existence of any errors, unauthorized transactions, or irregularities reflected on the statement. You may, of course, inquire before receipt of a periodic statement whether or not specific funds transfer has been received.

Cooperation. Member acknowledges that Credit Union may have certain legal recordkeeping and reporting requirements with respect to the services provided under this Agreement. Member consents to Credit Union's disclosure to government authorities of information concerning transactions which Credit Union believes to be appropriate or necessary to fulfill such legal requirements. Member agrees to cooperate fully with Credit Union to enable Credit Union to fulfill such requirements as may exist from time to time.

Recording of Communication. You agree that all telephone conversations made in connection with the Agreement may be recorded and retained by us.

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Limitation of Liability. Except as otherwise required by law, Credit Union shall not be responsible for any loss or liability arising from any inaccuracy, act or failure to act on the part of any person not within Credit Union's reasonable control, including but not limited to, the failure of other financial institutions to provide accurate or timely information to Credit Union or Member; the failure of other financial institutions to accept payment orders; Member's negligence or breach of this Agreement; any ambiguity or inaccuracy in any instruction or in the information set forth in this Agreement given to Credit Union by Member; or from any error, failure or delay in execution of any funds transfer instruction or cancellation or amendment, including, without limitation, any inoperability of computer or communication facilities, or other circumstances beyond Credit Union's reasonable control. Member agrees to take any and all reasonable action to mitigate any potential or actual Credit Union loss or liability. In all cases, Credit Union's liability for any act or failure to act under the Agreement shall be limited to the resulting direct loss, if any, of Member and payment of interest to the extent required by law. UNDER NO CIRCUMSTANCES SHALL CREDIT UNION BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGE WHICH MEMBER MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Credit Union's acts or omissions under this Agreement, unless the law otherwise requires.

Indemnification. In consideration of the Credit Union agreeing to accept the funds transfer requests in the manner set forth herein, you shall forever indemnify and hold the Credit Union, its officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless from and against all liability, claims, damages, costs, claims, or expenses (including reasonable attorneys' fees) that we may incur without regard to the merit or lack thereof, arising out of, or related in any way to the matters set forth herein, or to the funds transfer service, which shall be provided pursuant to the terms of this Agreement. Your agreement to indemnify us and hold us harmless shall survive the expiration and/or termination of this Agreement and all provisions contained herein.

Termination of Agreement. We may terminate the right to make Funds Transfers at any time or amend or change the terms of this Agreement or cancel this Agreement without advance notice to you.

Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Credit Union's principal office.

Headings. Headings are included for convenience and reference only and are not to be construed as part of the Agreement.

Entire Agreement; Waiver; Severability. This Agreement constitutes the entire agreement between Credit Union and Member pertaining to its subject matter, and supersedes all prior agreements or understandings relating to the subject matter. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver unless expressly agreed in writing. The provisions of this Agreement are severable, and if found to be unenforceable, the remaining portions shall remain full force and effect.