

Online Banking Business Wire Transfer Agreement



By initiating a wire transfer request through Online Banking you agree to the terms and conditions of this Wire Transfer Agreement ("Agreement"). This Wire Transfer Agreement between iQ Credit Union ("Credit Union") and the Member governs the origination of domestic and international wire transfers by the Member through the Online Banking service. This Wire Transfer Agreement and the Business Membership and Account Agreement applicable to Member's account(s) shall govern each funds transfer as defined in Article 4A of the Uniform Commercial Code ("UCC Article 4A") and as covered by Regulation J of the Board of Governors of the Federal Reserve System ("Regulation J").

- 1. Definitions.** The party whom the Member is transferring the funds to is the "Beneficiary." The financial institution ("bank") 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." Each request to initiate a funds transfer is referred to as a "payment order." All other definitions in the Uniform Commercial Code shall also apply in this Agreement.
- 2. Service Description.** The Credit Union offers a wire transfer service that enables the Member 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. Member may initiate a funds transfer by contacting the Credit Union in the manner specified by the Credit Union. Member shall designate persons authorized to initiate payment orders pursuant to this Agreement and shall inform the Credit Union of such designation in the manner specified by the Credit Union. The Credit Union may honor instructions submitted by any such designated person until Credit Union has received notice from Member that such person's authority to initiate payment orders has been revoked, and Credit Union has had reasonable opportunity to act on such notice. The Credit Union will, subject to the terms and conditions set forth in the authorization or confirmation form provided by the Credit Union, send the funds transfer on the designated date in accordance with the instructions outlined by the Member. Member acknowledges that all transactions must comply with all applicable U.S. and foreign law, and that transfers may be delayed if necessary, in order to verify compliance with applicable law.
- 3. Cutoff Times.** The Credit Union may establish or change from time to time cutoff times for the receipt and processing of funds transfers requests, amendments or cancellations. Unless other times are posted for various types of funds transfers, the cutoff time will be 11:00 a.m. PST on each weekday that the Credit Union is open that is not a holiday. 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.
- 4. 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's 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 through the Credit Union's Member Contact Center without the signature or proper identification of Member or Member's representative requesting the transfer.
- 5. 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.

6. **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, iQ 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.
7. **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 fourteen (14) 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 ninety (90) days after transmission of 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 ninety (90) 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.
8. **Security Procedures.** Security procedures for initiation of wire transfers are specified in Exhibit A. Member agrees that the security procedures established hereunder are commercially reasonable and Member agrees to comply in all respects with such procedures. If the Credit Union complies with the security procedures, the Member shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request is not actually transmitted or authorized by the Member. The Member authorizes the Credit Union to record electronically or otherwise any telephone calls relating to any transfer under this Agreement.
9. **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 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 by 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 shall reject any transfer request or incoming wire transfer which 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 transfer request it receives from the Member for any reason. The Credit Union shall notify the Member of the Credit Union' rejection of the transfer request by telephone, electronic message or U.S. Mail. The Credit Union shall have no liability to the Member as a result of Credit Union's rejection of any transfer request or internal transfer if it complies with the terms of this Agreement.
10. **Rejection of Credit Union's 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 transfer request.

11. **Cancellation and Change by Member.** The Member shall have no right to cancel or amend any 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.
12. **Termination.** Either party may terminate this agreement at any time with or without cause by giving written notice.

EXHIBIT A Security Procedures

Member agrees that the Security of Access Codes for Online Banking as explained in the Business Online Banking Disclosure and the following security procedures are a commercially reasonable means of verifying payment orders through the Business Wires Widget. Member shall establish authorization levels for each authorized user under Business Admin Widget in Online Banking. Authorization levels specify the permissions, limits, and amounts of transactions as well as the accounts that a specific user is authorized to perform. In addition, Member shall establish whether a separate approval must be provided before any specific transfer is completed. Approval categories are as follows:

- (1) One Different User Required: A different user than the one who activated the transaction can approve the transaction. The approver cannot be the person who activated the transaction.
- (1) Any User Allowed to Approve: Any user with approval rights and the proper permissions is eligible to approve the transaction is allowed. This could be the same user who activated the transfer or another user with approval rights.
- (2) Two Different Users: Requires two users to approve the transaction. The user who activated the transaction can be either the first or second approver. However, the same user may not approve the same batch twice. Also note transaction limits are charged to the second (or final) approver in addition to being charged against your business limits.

Identity of individual users is authenticated through the Online Banking logon process. Once an individual has logged onto Online Banking, they may initiate any payment order within their authority as specified by Member.