

**One-Time Wire Transfer**
 **Recurring Wire Transfer**

Date \_\_\_\_\_

Wire Amount \_\_\_\_\_

 Deposit Operations Dept. Use Only – Recurring  
 Wire Date: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Verified By: \_\_\_\_\_

**Member Information:**

Member Name \_\_\_\_\_

 Member Address \_\_\_\_\_  
 \_\_\_\_\_

Account # from Which Funds Are To Be Withdrawn \_\_\_\_\_

 Checking     Savings     Club     Other \_\_\_\_\_

**Institution Where Funds Are Being Wired:**

Institution Name \_\_\_\_\_

 Institution Address \_\_\_\_\_  
 \_\_\_\_\_

Bank Routing # (ABA number) \_\_\_\_\_

Name on Account \_\_\_\_\_ Account Number \_\_\_\_\_

Address on Account \_\_\_\_\_

 Personal or  Business Purpose: \_\_\_\_\_

I hereby request that Midcoast Federal Credit Union initiate the above wire transfer. I understand and have agreed to the terms and conditions of the **Wire Transfer Agreement**. There is a \$20.00 fee for all U.S. wires, a \$40.00 fee for all foreign wires, and a \$5.00 fee for Member to Member wires. The Credit Union assumes no liability for errors due to our receiving incorrect information from our members. **If any information, other than the dollar amount, changes for a recurring wire transfer authorization you must complete a new form with the updated information.** Information must be received at the Credit Union before 2:30 p.m. for money to be wired the same

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Credit Union Information:**

Received By \_\_\_\_\_

 In-person     Other \_\_\_\_\_

Funds Verified By \_\_\_\_\_

Callback By \_\_\_\_\_

Callback Date \_\_\_\_\_

Callback Phone# \_\_\_\_\_

Callback Phone# Source \_\_\_\_\_

Callback ID Questions \_\_\_\_\_

**Wire Transfer Agreement**

The following rules shall apply to all wire transfer services provided by Midcoast Federal Credit Union. As used in the Wire Transfer Agreement, the words "I," "us," "we" or "our" shall apply to and mean "Midcoast Federal Credit Union." The words "you" and "your" shall apply to and mean the member who has requested or utilized the wire transfer services stated herein. This Wire Transfer Agreement supersedes any inconsistent terms contained in Midcoast Federal Credit Union's member account agreements and any previous Wire Transfer Notice and/or Agreements. This Wire Transfer Agreement is subject to modification and or termination upon five days' written notice to you.

**Acceptance of Payment Orders**

In general, we will accept payment orders only if you have signed a Wire Transfer Agreement, signed an Authorization for Transfer form, have a sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and produce valid identification upon request. Once you have signed a Wire Transfer Agreement, we will accept written payment orders from you, provided our request for confirmation of our security procedures are satisfactorily met by you.

**Security Procedures**

Once you have signed a Wire Transfer Agreement and provided us with a written authorization, the Credit Union will initiate its security call back procedure prior to performing the wire transfer request. You may choose to also provide us with a previously created password. The password must be member created, in writing and must be in place prior to the date of the wire transfer. We will accept payment orders from you, provided you have a sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and you provide the information above to us when you make your payment order. You hereby acknowledge that the security procedures described are commercially reasonable and that you have selected the security procedure offered by the Credit Union after due consideration of all such alternatives and your business circumstances, including the size, type, and frequency of payment orders that you anticipate issuing to the Credit Union.

You hereby acknowledge that you will be liable for any payment order or communication amending or cancelling a payment order, whether or not authorized, that is issued in your name and accepted by the Credit Union in compliance with the agreed-upon security procedure. You hereby agree to follow the security procedure when making a payment order.

**Impossibility of Performance**

The Credit Union will not be liable for failure to comply with the terms of a Wire Transfer Agreement caused by legal constraint, interruption or failure of transmission and/or communication facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond the control of the Credit Union.

**Indemnification**

You hereby indemnify the Credit Union, its agents, and employees against any loss, liability, or expense (including attorney's fees) resulting from or arising out of any claim of any person in connection with any matters subject to this agreement, except where applicable law precludes your notification.

**Notification**

You will not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of incoming wire transfers as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next-day notice of receipt of an ACH item. As such, we will also provide you with notification of the receipt of these items as part of your periodic statement.

You hereby agree to notify us in writing of any unauthorized or erroneous payment order within thirty days from the date you first received notification from the Credit Union either that the order was accepted or your account was debited with respect to the order. Should you fail to promptly notify us of any unauthorized or erroneous payment order as discussed above, we will not be liable to you for any subsequent similar occurrence that we could have prevented had we received such notice.

**Instructions**

Your Credit Union is not obligated to accept any instruction(s) from you relating to any funds transfer. If your Credit Union rejects a payment you issue, you will be notified of the rejection in writing. The notice will be sent via the U.S. Postal Service, postage prepaid, to you at your address as listed in your Credit Union's records.

**Choice of Law**

We may accept, on your behalf, payments to your 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 ACH is used as part of a transaction that does not involve Fed wire, 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 Maine, including Article 4A of the Maine Uniform Commercial Code.

**Funds-Transfer Business Day**

Funds transfers occur on non-holiday weekdays (Monday through Friday) only. Midcoast Federal Credit Union's funds transfer business days consists of the hours from 8:00 A.M. to 2:30 P.M. on those days that we are open for business. Any wire transfers or receipts after 2:30 P.M. will be processed the following non-holiday weekday. Payment orders are executed as soon as possible after received; therefore, you should tell us immediately if you wish to cancel or modify wire instructions.

**Account Limitations**

It is the policy of Midcoast Federal Credit Union to accept funds transfers from your (Share or Share Draft) accounts; however, with respect to (Money Market, Share Certificate, Club) accounts, we will allow you to make no more than six withdrawals or transfers to another Credit Union accounts that you own, or to third parties, by means of a preauthorized or automatic transfer, telephonic or facsimile order or instruction, or similar order, per month. Your account will be subject to closure if you exceed the limits.

**Fees**

We will charge you a fee of \$20.00 for US Wires, \$40.00 for Foreign Wires and \$5.00 for In-State CU to CU Wires, for each payment order you give to us. If wiring instructions you provide are incorrect and the wire transfer is returned to us for any reason, you can provide us with the correct information that will permit us to execute the payment order again. Midcoast Federal Credit Union makes no warranties with respect to fees charged by other financial institutions with respect to your payment orders.

**Provisional Credit**

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (the originator) shall not be deemed to have paid you the amount of the credit entry.

**Your Liability for Incorrect Information**

If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account number or some other identifying number (such as a Social Security, Taxpayer I.D., or driver's license number), we may pay the beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and routing and transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation.

**Limitation of Liability**

If we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages, court costs or attorney fees, unless otherwise provided by law or regulation. If you make a payment order which instructs us to wire funds to foreign

countries, we assume no liability as to the length of time necessary to complete such a transfer, provided we have acted in good faith, with ordinary care, and in compliance with applicable law.

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

Date: \_\_\_\_\_

Member's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Owner's Signature: \_\_\_\_\_