



CONSUMER DOMESTIC WIRE REQUEST FORM

TO BE COMPLETED BY THE MEMBER. ALL INFORMATION IS REQUIRED TO ENSURE THE WIRE MAY BE SENT.		
OUR Credit Union Member Information		
Member's Name:		Daytime Phone Number:
Street Address (cannot be a P.O. Box)		
City:	State:	Zip Code:
Date of Birth:		Email:
Account Number:	Share Type: ___ Checking ___ Savings	Wire Amount: \$ _____ Fee \$ _____ Total Amt to be Debited: \$ _____
Reason for Wire (Required):		
Intermediary/Correspondent Financial Institution (if applicable):		
Bank Name:		ABA/Routing #:
Bank Address:		Phone (if known):
Bank City & State:		
Beneficiary Financial Institution:		
Bank Name:		ABA/Routing #:
Bank Address:		Phone (if known):
Bank City & State:		
Beneficiary Information:		
Beneficiary Name:		Beneficiary Account Number:
Beneficiary Street Address (Cannot be a P.O. Box):		
Beneficiary City & State:		Zip Code:
Phone Number (if known):		Date of Birth (if known):
Beneficiary Reference Information or Special Instructions:		



PLEASE READ THE ACCOMPANYING CONSUMER WIRE TRANSFER AGREEMENT BEFORE SIGNING:

I have read the OUR Credit Union Consumer Wire Transfer Agreement ("Agreement"), the terms of which Agreement are incorporated herein. I authorize OUR Credit Union to transfer funds by wire as indicated above, constituting my acceptance of the Agreement. I understand that my account will be debited for the amount of the wire and any applicable fees to be disclosed prior to sending. I understand that if I provide an incorrect account number or beneficiary institution identifier, I could lose the transfer amount. I agree to hold OUR Credit Union harmless if the funds are not received and credited due to incorrect or incomplete instructions or information.

Member Signature

Date

MEMBER ACKNOWLEDGEMENT AND CERTIFICATION

Initials

_____ I understand that fraud and scams are an ever present concern with respect to wire transfers.

_____ I have thoroughly investigated the transaction for which I am initiating this wire transfer request, and I am confident of the legitimacy of the transaction.

_____ I am not relying upon OUR Credit Union to conduct any investigation or inquiry of any kind into the legitimacy or advisability of proceeding with this wire transfer request.

_____ I understand that OUR Credit Union's sole responsibility in this transaction is to transfer funds to the financial institution and account number I have provided to the Credit Union.

_____ I understand that I will have no recourse against OUR Credit Union for the Credit Union's following of my written wire transfer instructions and initiation of the wire transfer as I have requested.

_____ In signing below, I certify that I have read and understood the foregoing representations and warranties, and I am expressly authorizing the Credit Union to proceed with this wire transfer request.

Member Signature

Date

To Be Completed by FSRs, Tellers or Support Staff

Teller ID# _____ Initials: _____

Request Received (check one): ___ in person ___ fax

Type of Funds: ___ cash ___ Funds on Deposit ___ Check. If a check, was a hold placed? ___ Yes ___ No

ID Information:

Phone Number & Address on Wire Form Verified to Episys? ___ Yes ___ No

To Be Completed by Accounting Department

Received by Accounting Date & Time

Verified History to Ensure Funds Are Available: Yes/No

OFAC Completed By:

OFAC Record Number:

Wire Originated By:

Wire Verified By:



CONSUMER WIRE TRANSFER AGREEMENT

This Consumer Member Wire Transfer Agreement (“Agreement”) is made as of the date set forth on the last page of this Agreement (the “Effective Date”), by and between OUR Credit Union (“Credit Union” or “us”) and the undersigned Member (“Member” or “you”). This Agreement shall govern Member’s use of the Credit Union’s Wire Transfer Services. By using the Credit Union to send a wire transfer, Member agrees to all of the following terms and conditions.

- 1. Wire Transfer Services.** Subject to the terms and conditions set forth in this Agreement, you authorize the Credit Union, and the Credit Union agrees to honor, execute and charge to your designated Credit Union account(s), in-person requests by you for the wire transfer of funds (“Wire Transfers”).
- 2. Security Procedures.**

 - 2.1 The Credit Union has established security procedures in connection with Wire Transfers (“Security Procedures”). The Security Procedures shall include, but not necessarily be limited to, signature verification and positive identification by at least one photo identification and one other piece of identification and telephone call back procedures. You agree to supply Credit Union, upon request, any information the Credit Union may reasonably request in connection with the Wire Transfer.
 - 2.2. The Credit Union will reject any Wire Transfer request that cannot be verified as provided in this Section. You agree that any Wire Transfer request, or request for amendment to or cancellation thereof that is made pursuant to the Security Procedures set forth in this Section shall be conclusively deemed to be your instruction.
 - 2.3. Except where otherwise required by law, you bear the risk of loss where Wire Transfer instructions are unauthorized or otherwise fraudulent as the direct or indirect action of a person you entrusted at any time with duties to act for you with respect to any Wire Transfer Instructions or applicable Security Procedures, or who obtained information facilitating a breach of the Security Procedures, regardless of how the information was obtained or whether you were at fault.
- 3. Adequacy of Security Procedures.** You acknowledge that the Security Procedures set forth in this Agreement, and as otherwise implemented by the Credit Union from time to time, will not detect errors in the transmission or content of the Wire Transfer instructions. You acknowledge and agree that you will strictly adhere to the Security Procedures as set forth in this Agreement, and as otherwise implemented by the Credit Union from time to time. You further acknowledge and agree that the Security Procedures set forth in this Agreement, and as otherwise implemented by the Credit Union from time to time, are commercially reasonable, and you shall be bound by any Wire Transfer instructions issued in your name and accepted by the Credit Union in good faith and in compliance with the Security Procedures set forth herein and as may otherwise be implemented by the Credit Union from time to time.
- 4. Wire Transfer Instructions.**

 - 4.1. You acknowledge and agree that you are responsible for ensuring that your Wire Transfer instructions are accurate, clear and correct. You agree that you shall be solely responsible for the discovery and identification of any errors contained within the Wire Transfer instructions and will advise the Credit Union of any such error. You further acknowledge and agree that the Credit Union is under no obligation to detect errors, inconsistencies or conflicts in any Wire Transfer instructions. Except where otherwise required by law, you bear the risk of loss where Wire Transfer instructions are ambiguous, inconsistent, unclear or incomplete.
 - 4.2 You acknowledge and agree that if the Wire Transfer instructions identify the beneficiary by name and account number or some other identification number, such as a taxpayer identification number or driver’s license number, the Credit Union may transfer funds to the beneficiary in reliance on the number provided to the Credit Union, even if the number identifies a beneficiary different from the one name in the Wire Transfer instructions. You further agree the Credit Union will not be liable for losses resulting from the beneficiary’s financial institution paying the wrong person, even if the beneficiary’s financial institution knew or should have known that the number and name referred to different persons. The Credit Union will not be liable if the beneficiary’s financial institution does not accept the Wire Transfer or accepts it and then places the funds in a suspense or holding account due to the discrepancy and/or



accepting and posting any Wire Transfer to an incorrect account, whether based on your instructions or for any other reason not directly attributable to the Credit Union's material breach of this Agreement.

4.3. In the event you discover an error in your Wire Transfer instructions, you must notify the Credit Union immediately. Unless otherwise required by law, Wire Transfer instructions are irrevocable and may be cancelled after issuance only with the Credit Union's prior written consent. The Credit Union will make reasonable attempts to correct any errors of which it is notified if such notification is made at a time and in a manner that gives the Credit Union a reasonable opportunity to act on the request before it carries out the Wire Transfer instruction, however, unless applicable law requires otherwise, the Credit Union will not be liable for any losses caused by errors or inaccuracies in your Wire Transfer instructions. The Credit Union reserves the right to decline to act upon any Wire Transfer instructions it believes are ambiguous, unclear, incomplete, unauthorized, fraudulent, or which the Credit Union believes fail to conform to the Wire Transfer service it offers.

5. Credit Union's Right to Reject Wire Transfer Instructions and/or Terminate Wire Transfer Services.

5.1. You acknowledge and agree that the Credit Union has the right, in its sole and absolute discretion, to reject any Wire Transfer instructions, to set limits on the amounts you may wire, to impose conditions that must be satisfied before Credit Union will accept Wire Transfer instructions, to delay or suspend or cancel any Wire Transfer Instructions, and to refuse to provide Wire Transfer services on your behalf if (a) if you fail to comply with Security Procedures or other Credit Union procedures; (b) if you are in default under this Agreement or any other agreement with the Credit Union; (c) if your account does not contain sufficient available funds for the Wire Transfer, or if your account is frozen or unavailable for any reason whatsoever; (d) if necessary in order to comply with the terms and conditions of this Agreement or applicable law or regulation; (e) if to carry out any Wire Transfer instruction would be unlawful, illegal or in contravention of the requirements of funds transfer system rule, regulatory or governmental authority or third-party service provider, or impose excessive cost or expense on the Credit Union; (f) if you are insolvent, in bankruptcy, or otherwise unable to pay your debts as they become due; (g) if the Credit Union is prevented by an event or circumstances outside of its control; or (h) if the Credit Union is unwilling or unable to provide Wire Transfer services to you for any other reason.

5.2. If the Credit Union decides to impose conditions on, cancel, delay or suspend any Wire Instruction, or otherwise determined it will not provide you with Wire Transfer services, the Credit Union will use reasonable efforts to notify you of such determination.

6. Time of Wire Transfer Requests. The Credit Union's Wire Transfer Department is open Monday through Friday (excluding holidays) between the hours of 9 a.m. and 4 p.m. Eastern Standard Time. Outgoing wire transfer requests received prior to 3:00 p.m. Eastern Standard Time will be processed on the same business day, if funds are available and Security Procedures (described below) are successfully completed. The Credit Union may, in its sole discretion, process Wire Transfer requests received after 3:00 p.m. on the same business day or the Credit Union may process such requests on the next business day.

7. Sufficient Funds. The Credit Union shall not be required to honor Wire Transfer instructions, unless you have sufficient available funds in your account to cover the amount of the Wire Transfer and service fees to be charged in connection with the Wire Transfer.

8. Cancellation of Wire Transfer Instructions.

8.1 You may ask the Credit Union to cancel any Wire Transfer and Credit Union will use reasonable efforts to comply with such request, provided the request is made at a time and in a manner that gives the Credit Union a reasonable opportunity to act on the request before it makes the Wire Transfer as you originally requested. Unless otherwise required by law, you acknowledge and agree that the Credit Union shall not be responsible and will have no liability for any loss resulting from any delay in handling any such request, or for Credit Union's inability for any reason to cancel any Wire Transfer request.

8.2 If you ask the Credit Union to recover funds that the Credit Union has already transferred in accordance with Wire Transfer instructions, the Credit Union may do so in its sole discretion, however the Credit Union shall be under no obligation to seek recovery of funds. If the Credit Union agrees to attempt to recover funds, it will take such action as



it deems reasonable under the circumstances, however in no event will Credit Union be deemed to have guaranteed or otherwise assured the recovery of any funds transferred, nor to have accepted responsibility for any amount transferred before Credit Union received and had time to act upon the request to cancel the Wire Transfer.

9. **Recurring Wire Transfers.** Recurring Wire Transfers are Wire Transfers initiated on a scheduled basis as instructed by the Member. Recurring Wire Transfer authorizations shall continue and remain in full force and effect until Credit Union has received written notice from you revoking such recurring Wire Transfers in a form acceptable to Credit Union, and in a time and manner sufficient to provide Credit Union with a reasonable opportunity to act upon it.

10. **International Transfers.**

10.1 Wire transfers may be either domestic or international, provided, however, international wire transfers may not be sent through or into any country in violation of U.S. Laws.

10.2 Domestic wire transfers will settle only in U.S. Dollars. International wires may be in a foreign currency if accepted at our discretion. You will be responsible to ensure that the proper foreign currency is available and may be obtained through the Credit Union.

10.3 If you elect to initiate an international wire transfer in U.S. Dollars, you acknowledge and agree that the receiving financial institution may elect to pay the beneficiary in foreign currency at an exchange rate determined by the receiving financial institution. You agree to pay the Credit Union any costs and expenses of foreign currency conversion at the Credit Union's then-prevailing rates, terms and conditions.

10.4 With respect to any transfer to a beneficiary in a foreign country, you consent to conversion of the funds into foreign currency by the Credit Union, any correspondent bank or intermediary bank, the beneficiary's bank, or any other third party reasonably involved in the completion of the transfer, at conversion rates generally applied by that converting party. The Credit Union may, in its discretion, execute the transfer request in the currency of the country of the beneficiary's financial institution at either the Credit Union's buying rate of exchange for U.S. dollar transfers or the exchange rate of the beneficiary's institution. If the transfer is returned for any reason, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the date of the refund, less any charges and expenses incurred by the Credit Union.

10.5 You agree that you will bear all risk of loss due to fluctuation in exchange rates. You agree to pay the Credit Union any costs and expenses of foreign currency conversion at the Credit Union's then-prevailing rates, terms and conditions.

10.6 International wire transfers are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. The Credit Union has no obligation to accept any international Wire Transfer requests directed to or through persons, entities or countries restricted by government regulation or prior Credit Union experience with particular countries. Except as may otherwise be required by law, you agree to release and hold the Credit Union harmless from any loss or liability which you may incur after the Credit Union has executed the international Wire Transfer, including, but not limited to, any loss due to failure of a foreign financial institution or intermediary to deliver funds to a beneficiary, or errors, delays or defaults in the transfer of any messages in connection with an international Wire Transfer by any means of transmission.

10.7 In some cases, international funds transfers are considered "Remittance Transfers" and are governed by Regulation E. Please see Section 23 of this Agreement for special provisions related to "Remittance Transfers"

11. **Release and Indemnification of Credit Union.** You agree to release, indemnify and hold harmless Credit Union, its directors, officers, employees and agents ("Credit Union Indemnitees") from any and all claims, causes of action, damages, demands, judgments and expenses (including attorneys' fees), liabilities and other losses of any kind incurred by or asserted against the Credit Union Indemnitees in any way resulting from, relating to or arising out of the Wire Transfer services provided by Credit Union, the provision of invalid or inaccurate data or instructions by you or anyone else acting on your behalf, or any acts or omissions by you or any third party or otherwise, except to the extent that such claims or losses are the direct result of the Credit Union's gross negligence and/or willful misconduct. You acknowledge and agree that this Section shall survive the termination of this Agreement.



- 12. Limitation of Liability.** You agree that the Credit Union, in following applicable Security Procedures, shall be entitled to accept and rely on any representation made by you. THE CREDIT UNION SHALL BE UNDER NO OBLIGATION TO MAKE ANY INQUIRIES IN ORDER TO VERIFY OR CONFIRM ANY SUCH REPRESENTATION OR TO ASSURE THAT ANY FUNDS OF MEMBER ARE IN FACT APPLIED OR USED FOR THE PURPOSES SO REPRESENTED OR FOR ANY OTHER PROPER PURPOSE. THE CREDIT UNION SHALL IN NO EVENT BE RESPONSIBLE OR HELD LIABLE FOR ANY MISAPPLICATION OR MISUSE OF ANY FUNDS OR OTHER PROPERTY OF THE MEMBER TRANSFERRED OR DISPOSED OF PURSUANT TO ANY AUTHORITY GRANTED HEREIN. IN NO EVENT WILL CREDIT UNION BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR FAILURE OF PERFORMANCE OF WIRE TRANSFER SERVICES HEREUNDER, NOR SHALL THE CREDIT UNION BE LIABLE FOR THE INSOLVENCY, NEGLIGENCE, MISCONDUCT, MISTAKE OR DEFAULT OF ANOTHER FINANCIAL INSTITUTION OR PERSON INITIATING OR COMPLETING WIRE TRANSFER TRANSACTIONS.
- 13. Fees and Charges.** The Credit Union may charge your account(s) Wire Transfer fees in accordance with its Fee Schedule and may reimburse itself by debits to your account(s) for any direct charges incurred by Credit Union in connection with Wire Transfers, including, but not limited to, charges from third parties, transmission charges, transfer fees, international wire transfer charges, and other similar charges. The Credit Union specifically reserves the right to change the fees set forth on its Fee Schedule from time to time.
- 14. Compliance with Laws.** By using Wire Transfer services, you represent and warrant that are not subject to sanctions by the Office of Foreign Assets Control (OFAC). In accordance with OFAC rules, the Credit Union reserves the right to check the names of current and new members against the OFAC database, and block and/or reject transactions until the Credit Union is satisfied that you, or any of your beneficiaries, guarantors, co-signers and/or receiving parties are not subject to OFAC sanctions. You represent and warrant you will promptly notify the Credit Union if you or any of your beneficiaries, guarantors, co-signers and/or receiving parties has been, are now or ever become subject of OFAC sanctions.
- 15. Notices.** Any notice Member and/or Credit Union is required or permitted to give under this Agreement shall be in writing, sent via email to the following addresses:

If to Credit Union, to 3070 Normandy Rd, Royal Oak, MI 48073

If to Member, to Member's mailing address as shown on the Credit Union's records

You understand and agree that you have the responsibility to inform the Credit Union of any change to your mailing address and/or other contact details. Undeliverable mail attempts may cause the Credit Union to suspend your ability to initiate Wire Transfers until such time as a valid mailing address is provided. The Credit Union is not liable for any third-party incurred fees, other legal liability or any other issues or liabilities arising from notifications sent to an invalid mailing address provided by you.
- 16. Force Majeure.** The Credit Union shall not be liable for failure to perform, delays or errors that occur by reason of acts of civil or banking authorities, national emergencies, labor difficulties, acts of God, insurrection, war, power supply failure, malfunctions or unavoidable difficulties with the Credit Union's Wire Transfer equipment, delays, or failure to act by any carrier and/or agent Credit Union may use to perform Wire Transfer services or any other cause of condition beyond the Credit Union's control.
- 17. Termination.** This Agreement may be terminated by either party by written notice, which notice shall specify the date of such termination. The Credit Union may terminate this Agreement immediately if it has reasonable cause to believe you are committing or attempting to commit an illegal or otherwise improper act, or for any of the reasons set forth in Section 5 of this Agreement. Termination of this Agreement for any reason shall not affect the rights of obligations of either party accruing prior to the effective date of termination. All representations, warranties and obligations of Member shall survive any termination of this Agreement.
- 18. Governing Law; Arbitration.** This Agreement shall be governed by the laws and regulations of the state of Michigan, including Article 4A of the Uniform Commercial Code, as adopted in Michigan. In all cases, this Agreement shall be



governed by the laws and regulations of the United States. All Wire Transfer instructions issued to Credit Union shall be subject to the rules and regulations of any funds transfer system used by the Credit Union, and where applicable, Regulation J. Except where otherwise prohibited by law, this Agreement is subject to the Resolution of Disputes by Arbitration provision found in your Agreements and Disclosures, which are incorporated herein by reference. Except as may otherwise be provided in the Resolution of Disputes by Arbitration provision, you are liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you.

19. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of any legal successor to the Credit Union or Member, whether by merger, consolidation or otherwise. This Agreement may not be assigned or transferred by Member without the prior written consent of Credit Union.
20. **Severability.** Should any provision of this Agreement be declared invalid or unenforceable, the provision shall be ineffective only to the extent of the invalidity or unenforceability. The remaining provisions of this Agreement shall remain in full force and effect.
21. **Amendments and Modifications.** The Credit Union may amend, change or modify the terms and conditions contained in this Agreement by providing notice to you. By delivering Wire Transfer instructions to Credit Union on or after 30 days following the date of such notice, you will be conclusively deemed to have agreed to any such amendment, change or modification.
22. **Previous Agreements.** This Agreement and any Exhibits thereto supersede and replace any previous agreements between you and Credit Union with respect to Wire Transfer services.
23. **Your Regulation E Rights Regarding "Remittance Transfers".**

23.1 Your Regulation E Rights. Special provisions of the federal Consumer Financial Protection Bureau's Regulation E govern certain outgoing electronic international transactions initiated by consumers that are defined as "remittance transfers". Included within the definition of a remittance transfer are wire transfers of funds from any of your accounts with us that we may permit you to make under this Agreement to third parties who are located, or whose accounts are located, in foreign countries. Among other things, this means that when you request a remittance transfer:

- (a) You will receive specific disclosures about the details of the requested transfer before you will be permitted to complete the transfer.
- (b) The Credit Union will send you a special receipt containing additional information after you have made the transfer.
- (c) You have certain cancellation and refund rights in connection with these transfers if you change your mind within 30 minutes after making payment and the funds have not already been picked up or deposited into the recipient's account.
- (d) You have certain rights if you suspect an error or problem with a remittance transfer.
- (e) Certain provisions of this Agreement, which limit our liability to you or make you responsible for losses in certain circumstances, do not apply and the responsibility and liability of the Credit Union and you are instead governed by the Regulation E remittance transfer rules ("Regulation E Rules"). Among other things, the Regulation E Rules provide that if you give the Credit Union the incorrect account number or recipient institution identifier, you could lose the transfer amount.
- (f) There may be other provisions of this Agreement that are inconsistent with certain rights or responsibilities of you or the Credit Union under the Regulation E Rules. In the event of any such inconsistency, the Regulation E Rules will control, and this Agreement will be deemed modified so as to be consistent with the Regulation E Rules, without affecting the validity of any other terms and conditions of this Agreement



23.2 What to do if you want to cancel a remittance transfer. You have the right to cancel a remittance transfer and obtain a refund of all funds paid to the Credit Union, including any fees. To cancel, you must contact the Credit Union at 248-549-3838 within 30 minutes of making payment for the transfer. When you contact the Credit Union, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were to be sent. The Credit Union will refund your money within three business days of your request to cancel a transfer, as long as the funds have not already been picked up or deposited into the recipient's account.

23.3 What to do if you think there has been an error or problem with a remittance transfer. You can call us toll free at 248-549-3838, or write to us at OUR Credit Union, 3070 Normandy Rd, Royal Oak, MI 48073. You must contact us within 180 days of the date the Credit Union promised that the funds would be made available to the recipient. When you contact us, you must provide us with the following information:

- (a) Your name and telephone number or address;
- (b) The error or problem with the transfer and why you believe it was an error or problem;
- (c) The name of the person receiving the funds, and if you know it, his or her telephone number or address;
- (d) The dollar amount of the transfer; and
- (e) The confirmation code or number of the transaction.

The Credit Union will determine whether an error occurred within 90 days after you contact us, and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we determine that there was no effort, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

23.4 Exclusions from Regulation E. Because the Credit Union utilizes commercial wire systems to send these types of remittance transfers, they are not classified as "electronic fund transfers" under Regulation E, and therefore the "Disclosure Pursuant to Electronic Fund Transfer (EFT) Laws" and any provisions of the Membership and Account Agreement with respect to "electronic fund transfers" do not apply. Outgoing and incoming domestic wires within the United States and international wires into your U.S. accounts are not subject to the Regulation E remittance transfer rules, and further, are generally not subject to the "Disclosure Pursuant to Electronic Fund Transfer (EFT) Laws".

The Credit Union and Member have caused this Agreement to be signed as of the date set forth below.

MEMBER: _____
(Print Name)

X _____

OUR CREDIT UNION

X _____

By: _____
(Print Name)

Its: _____
(Title)