



# DOMESTIC WIRE TRANSFER ORDER

Note: Wire transfer deadline for current business day's wire is 1:30pm, Monday through Friday.

Originator / Sender Information			
Name:		Account #: (not member number)	Callback Phone Number:
Wire Purpose:		Wire Amount:	
Street Address:			
City:		State:	Zip:
Beneficiary / Receiver Information			
Name:		Account #:	Phone Number:
Street Address:			
City:		State:	Zip Code:
Originator to Beneficiary Information (optional):			
Beneficiary / Receiver Financial Institution Information			
Bank Name:		Bank ABA #:	
Street Address:			
City:		State:	Zip Code:
Additional Bank Information (optional):			
Bank to Bank Information (optional):			
Intermediary Financial Institution Information (If Applicable)			
Bank Name:		Bank ABA#	
Street Address:			
City:		State:	Zip Code:
<b>ORIGINATOR AUTHORIZATION</b>			
I have read the Excite Credit Union Wire Transfer Agreement located on the back of this form, and hereby authorize Excite Credit Union to transfer funds by wire as shown above. I understand that my account presented will be debited for the amount of the wire and any applicable fees. I agree to hold Excite Credit Union harmless if the funds are not received and credited due to incorrect or incomplete instructions or information.			
I understand that this Wire Transfer Request and Agreement is subject to Excite Credit Union's Security Procedures that involve government-issued photo identification, signature identification and/or call back procedure. I understand that this Wire Transfer Order may be delayed until such Security Procedures are completed.			
<b>Wire Transfer Fee: (Please Refer to the Current Fee Schedule)</b>			
<b>Member Signature and Date:</b>			
Internal Staff Call Back Verification			
Performed By:		Name of Member Confirming Request:	
Phone Number Called:		Source of Phone Number Used:	
File Maintenance Lookback 45 days	<input type="checkbox"/>	Account History Review 45 Days	<input type="checkbox"/>
Date of Call:		Time of Call:	
Information Verified:			

You may identify the payee or any financial institution by name and by account number or other appropriate identifier. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification, even if it identifies a different party or institution. You authorize the Credit Union to transfer funds as described herein and debit your account in the amount transferred, plus applicable charges. Fund/Wire transfers may be governed under Article 4A, dependent upon the nature of the transaction. If a wire transfer is cleared through the Federal Reserve, the transaction will also be governed by Regulation J.

# DOMESTIC WIRE TRANSFER AGREEMENT

The State of California has adopted as law, Article 4A of the Uniform Commercial Code and the Board of Governors of the Federal Reserve has amended Subpart B of Regulation J. This law and regulation covers the movement of funds by means of wire transfers, Automated Clearing House (ACH) credits, and some book transfers on the Credit Union's records. The law is intended to establish a comprehensive legal framework covering the duties, responsibilities, and liabilities of all parties involved in a funds transfer.

This Funds Transfer Agreement (Agreement) contains several notices which Excite Credit Union is required to provide to its members and establishes other terms of agreement which will apply to all funds transfers which involve you and the Credit Union. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of all of the terms and conditions contained in this Agreement. To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement shall control and be deemed to modify such other agreements or terms of account.

1. This Agreement applies to Funds Transfers as defined in the Article 4A of the Uniform Commercial Code (Division 11 of the California Uniform Commercial Code) and Subpart B of Regulation J of the Board of Governors of the Federal Reserve.
2. The Credit Union may establish or change cut-off 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 cut-off time for Electronically Requested Wire Transfers will be 1:30 pm (Pacific Time) on each weekday that the Credit Union is open that is not a federal holiday. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next following business day and processed accordingly.
3. 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.
4. If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that each of our rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J and this Agreement.
5. If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identifying account number you provided the Credit Union.
6. If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person or institution than the named bank. This means that you will be responsible for any loss or expense incurred by a receiving bank that executes or attempts to execute the payment order in reliance on the identifying number you provided.
7. If the Credit Union received a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which the Credit Union provides. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.
8. The Credit Union may, in its sole discretion, reject any funds transfer request which:
  - (1) exceeds the collected and available funds on deposit in your designated account(s);
  - (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by you;
  - (3) contains incorrect, incomplete, or ambiguous information;
  - (4) involves funds subject to a lien, hold, dispute, or legal process pending their withdrawal; or
  - (5) involves a transfer that is prohibited under applicable law, rule, or regulation. You understand and agree that the credit union shall incur no liability for any loss occasioned by the credit union's refusal to accept any funds transfer order.
9. The Credit Union shall have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union in the event that no account is designated or in the event that a designated account has insufficient collected funds to cover the amount of a funds transfer request. The Credit Union may charge a service charge for services relating to the sending or receiving of the funds transfer request. Such charge(s) are set forth in the Credit Union's Fee Schedule, which is incorporated by this reference.
10. If you initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, the Credit Union may transfer payment in the currency of the beneficiary bank's country at the Credit Unions buying rate of exchange to United States dollars. If the transfer is returned for any reason, you agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars at the date of refund, less any charges and expenses incurred by the Credit Union.

# DOMESTIC WIRE TRANSFER AGREEMENT

11. Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that the Credit Union will not be liable for any loss or liability arising from:

- (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers) which you fail to report to the Credit Union within thirty (30) days after your receipt of notification of the transfer;
- (2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information;
- (3) the failure of other financial institutions to accept a funds transfer order;
- (4) your negligent or intentional action or inaction and/or breach of this Agreement;
- (5) any ambiguity or inaccuracy in any instruction given to the Credit Union by you or your authorized agent; or
- (6) any error, failure, or delay in execution of any funds transfer instruction, cancellation, or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction.

Except as otherwise provided by applicable state or federal laws or regulations, the Credit Union's liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to your direct loss and payment of interest.

**UNDER NO CIRCUMSTANCES SHALL THE CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES WHICH YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.**

12. Subject to applicable state and federal laws and regulations, the Credit Union may amend the terms of this Agreement at any time.

13. Except as otherwise expressly provided by applicable state and federal laws and regulations, this Agreement and all transactions initiated hereunder shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict of laws doctrines of such state to the contrary.

14. Security Procedure and Transfer Requests: In some cases, the Credit Union may, at its sole discretion, take additional actions to verify the identification of the Member or its agent, or to detect potential fraud or an error in the transmission or content of the transfer request. The Credit Union may establish security procedures to verify the authenticity of a payment order. You agree that the authenticity of payment orders may be verified using that security procedure prior to completing your wire transfer.

You agree that if the Credit Union is unable to complete the additional security procedure, a delay in sending your wire transfer may occur. If a delay does occur, you understand and agree that the Credit Union will not be liable for any loss or liability arising from the delay. You authorize the Credit Union to record electronically or otherwise any telephone calls relating to any transfer under this Agreement. You authorize the Credit Union to contact you on your cell phone regarding this Agreement.

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## **Section Descriptions: (Please note within every section ALL FIELDS ARE REQUIRED)**

**Originator / Sender Information** – This is your information (the member).

**Beneficiary / Receiver Information** – This information is for the recipient of the wire transfer. All of the information, including address is required. **Without this information there will be a delay in processing.**

- Originator to Beneficiary Information – This is for any information your receiver may need in order to route your request. An Example would be an Escrow Number or an Invoice Number.

**Beneficiary / Receiver Financial Institution Information** – This is the financial institution where the beneficiary will receive their funds. All fields are required.

- Additional Bank Information- This might be a specific location number or name, or even a banker/realtor/escrow officer.
- Bank to Bank Information-If there are additional instructions for the receiving bank this would be where that information would go.

**Intermediary Financial Institution Information** (if applicable) – If you are sending money and the beneficiaries financial institution is a member of a Corporate Bank or Corporate Credit Union, you will need this section to be filled out. Please note, if you have wiring instructions from the Beneficiary's Financial Institution we will be better suited to help.

**Account must have a current and valid ID or Driver's License on file  
in order to proceed with the Transfer Request.**