



8889 Rio San Diego Drive Ste 100
San Diego, CA 92108
619-641-1100 ~ 877-473-6328 (toll free) ~ Fax 619-641-1111

Member Wire Transfer Agreement

1. Member's Name:

Social Security #:

Driver's License #:

Address:

2. Members Account Number and Share Type (funds withdrawn from)

Acct#:

Share Type:

3. Telephone Number member can be reached at ()

4. Dollar Amount to be sent \$

5. Receiving Bank's Wiring Instructions:

ABA 9-digit Routing Number:

Bank Name:

Branch Address:

City/State/Zip Code:

Bank Telephone Number:

Special Instructions (Name on Escrow Account & Number, Final Credit Information, etc.)

6. Name on Account of Receiving Bank:

7. Account Number at Receiving Bank:

8. Type of Account at Receiving Bank (i.e. savings, checking)

I hereby authorize SD Medical Federal Credit Union to transfer funds by wire as shown above. I understand that my account shown will be debited for the amount of the wire and any applicable fees. I agree to hold SD Medical Federal Credit Union harmless if the funds are not received and credited due to incorrect information provided.

I have read the wire transfer request disclosures and received a copy provided to me by SD Medical FCU and agree to all the terms and conditions.

Member's Signature: Date:

*Internal Use: VERIFICATION METHOD

Driver's License Signature Person Known Last ATM W/D Mother's Maiden Name

Call Back: Member's Phone No. (If amount is over \$2,500) Time

Supervisor/Manager Signature: Staff:

Date & Time Processed:

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READ CAREFULLY BEFORE SIGNING AUTHORIZATION

Wire Transfer: You (“I” or “you”) request that San Diego Medical Credit Union (“Credit Union”, “we” or “us”) send the wire transfer *described on the reverse*. As used in this Agreement, the term “wire transfer” means “funds transfer” as defined in California’s Commercial Code, Division 11 *Uniform Commercial Code, Section 4A*. A wire transfer may be requested for either the same Business Day or may be “Valued-Dated” for a future Business Day. A Business Day is defined as Monday through Friday, excluding Federal holidays. Your Wire Transfer request must be received by us prior to our cutoff hours in order to be sent on the same Business Day. If your Wire Transfer Request fails to reach us prior to our cutoff hour and is not Value- Dated, we will send the Wire Transfer on our next Business Day.

Transmitting and Recording Information about You in the Wire Transfer Process: Any wire transfer executed by us is subject to rules and regulations applicable to wire transfers, including, without limitation; Regulation J and the Federal Bank Secrecy Act and its regulations. In order to comply with applicable laws and regulations, in executing any wire transfer, we may transmit information regarding you, such as your name, address and account number, as part of the payment process. By sending wire transfers through us, you agree that you will assist us in complying with the applicable laws and regulations and hold us harmless from any liability in connection with our compliance with the laws and regulations.

Rejection of Wire Transfer Request: You understand that the Credit Union may reject any Wire Transfer Request without liability, if you (i) have failed to maintain sufficient available funds in the account from which funds are to be debited for payment to us; (ii) fail to pay in acceptable immediately available funds the amount of each wire transfer transmitted by us or (iii) cannot, or will not provide all information which we are required to obtain to comply with any law or regulation, including, without limitation, the Federal Bank Secrecy Act; (iv) is not authenticated to the Credit Union’s satisfaction or which the Credit Union reasonably believes may not be authorized by you; (v) contains incorrect, incomplete, or ambiguous information; (vi) involves funds subject to a lien, hold, dispute or legal process pending their withdrawal. 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. Notice of such rejection will be given on the Business Day which we reject the Wire Transfer Request.

Cancellations or Amendments of Wire Transfer Request: The Credit Union may establish or change cut-off times for the receipt of funds transfer requests, amendments or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for wire transfer will be 1:00pm PST on each weekday that the Credit Union is open which 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.

Inconsistency of Name and Number: You acknowledge and agree that, if a wire transfer describes the Beneficiary, the Beneficiary’s Bank or any Intermediary Bank inconsistently by name and number, payment of the wire transfer transmitted by us may be made on the basis of the account number or the bank number alone even if the number identifies a person or bank different from the named Beneficiary, Beneficiary Bank or Intermediary Bank. Your obligation to pay the amount of the wire transfer to us is not excused in such circumstances.

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Payment: You agree to pay us and we may, without prior notice or demand, obtain payment of any amount due to and payable to us under this Agreement by debiting any deposit account you maintain with us, on either the Business Day we transmit the wire transfer request, or, for the Value-Dated Payment Orders, the date you submit the wire transfer instructions to us or on such other date as is agreed to by us in writing. You shall pay us the fees for the services provided for herein according to our current fee schedule, as it may be amended from time to time.

Foreign Currency Transactions: You understand that foreign currency wire transfers must be based on a currency traded by us, through a correspondent financial institution, and that the rate of exchange will be the rate in effect at the time of the wire transfer is transmitted by us. If the wire transfer is returned for any reason, you agree to accept the refund in United States Dollars based on our then-current buying rate, converting the currency to United States Dollars on the date of refund, less any charges and expenses incurred by the Credit Union.

Your Representations and Agreement; Indemnity: You represent to us and agree that you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, and you shall indemnify us against any loss, liability or expense, resulting from or arising out of any breach of any of the foregoing representations or agreements.

Our Liability; Limitations on Liability; Indemnity:

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: (I) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which the Credit Union failed to abide by the agreed upon security procedures) which you fail to report to the Credit Union within thirty (30) days after your receipt of notification of the transfer: (ii) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control including, but limited to the failure of other financial institutions to provide accurate or timely information: (iii) the failure of other financial institutions to accept a funds transfer order: (iv) your negligence or intentional action or inaction and/or breach of this Agreement (v) any ambiguity or inaccuracy in any instruction or information given to us by you or your authorized agent; or (vi) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but 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.***

- If the Credit Union becomes obligated under Article 4A (Division 11 or the California Uniform Commercial code) to pay interest to you, you agree that 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.
- Without limiting the generality of the foregoing provisions, we shall be excused from failing to transmit or delay in transmitting a wire transfer if such transmittal would result in our violating any provision of any present or future risk control program of the Federal Reserve Bank or any rule or regulation of any other U.S. governmental regulatory authority.

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- Notwithstanding any provision of the California Commercial Code to the contrary, you agree that attorney's fees are not recoverable, by either you or us, in any action or proceeding undertaken to enforce or interpret the terms of this Agreement or which arises in connection with wire transfer services rendered under this Agreement.

Notification: 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 or periodic statements, whether or not a specific funds transfer has been received.

Security: 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 procedures. 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 alternative security procedure.

Notices and Instructions: Any written communication required or permitted to be given under this Agreement shall be hand delivered, or sent by United States first-class mail, postage pre-paid, or by express carrier. We shall be entitled to rely on any written notice or communication believed in good faith to be genuine and to have been signed by you or your authorized representative, and any such notice or communication shall be deemed to have been signed by such person. Any such notice shall be effective no later than the next business day following the day of our receipt thereof. A notice of a returned wire transfer shall be given to you no later than the next business day following our receipt of the returned wire transfer.

Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of California. With respect to wire transfer systems used by us to execute your wire transfers, you agree to be bound by the State and Federal laws and rules governing the Wire Transfer system to the extent we are bound.