

Outgoing wire transfer services are available for Midcoast Federal Credit Union Members Only.

**Cutoff time for same-day wires is 2:30PM EST.**

<b>OPERATIONS USE ONLY:</b> <input type="checkbox"/> Recurring Wire Transfer Date:		Amount:	Verified By:
<b>Member Information (Originator)</b>			
Name:		Date Requested:	
Street Address (No PO Boxes):			
City, State, Zip:			
Wire Transfer Amount \$:			
Account #: <input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Club <input type="checkbox"/> Other (Please Specify)			
Purpose of Wire (Select One): <input type="checkbox"/> Personal <input type="checkbox"/> Business			
Reason for Wire (Required):			
<b>Final Beneficiary Information (Receiver)</b>			
Beneficiary Name:		Beneficiary Account #:	
Contact Name (if business):		Contact Phone Number:	
Beneficiary Street Address (No PO Boxes):			
City, State, Zip:			
Financial Institution:		FI Routing/Transit #:	
FI Street Address (No PO Boxes):			
City, State, Zip:			
<b>Intermediary Financial Institution (if applicable)</b>			
Intermediary Financial Institution Name:		IFI Routing/Transit #:	
IFI Street Address (No PO Boxes):			
City, State, Zip:			
Additional Information:			
<b>Acknowledgement</b>			
<p>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. Refer to the Truth in Savings Disclosure for all wire fees. 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 day. By signing this form, you acknowledge receipt of the disclosure and agree to the conditions set forth.</p>			
Signature:			Date:

MCFCU RETAIL STAFF USE ONLY	
Request Received (select one): <input type="checkbox"/> In Person <input type="checkbox"/> Telephone <input type="checkbox"/> DocuSign <input type="checkbox"/> Online Banking	Received by:
Identification used:	For Recurring Wires: Passcode Verified? <input type="checkbox"/> Yes <input type="checkbox"/> No (if not, notify member that ops will call to verify)

MCFCU OPERATIONS DEPARTMENT USE ONLY				
Employee Performing Callback:			Callback # Used	
<b>Call back information to verify wire transfer:</b>				
Date:	Time:	Source of Verification/Callback Telephone #:		
Identification Questions/Answers used to verify wire transfer (ask at least 3):				
1.)				
2.)				
3.)				
For Recurring Wire Transfers Only				
Wire Date:	Amount:	Funds Withdrawn: <input type="checkbox"/> YES <input type="checkbox"/> NO	Verified by:	OFAC: <input type="checkbox"/> YES <input type="checkbox"/> NO

THESE ARE THE TERMS AND CONDITIONS WHENEVER YOU REQUEST A WIRE TRANSFER OF FUNDS FROM YOUR ACCOUNT(S) WITH US BASED UPON YOUR WRITTEN REQUEST. WE WILL PROVIDE WIRE TRANSFER SERVICES AS A MEANS TO INITIATE DOMESTIC AND INTERNATIONAL TRANSFERS FOR YOU, SUBJECT TO THE TERMS OF THIS AGREEMENT, WHICH YOU AGREED TO BY SIGNING YOUR APPLICATION FOR MEMBERSHIP WITH US AT THE TIME THAT YOUR ACCOUNT WAS ESTABLISHED.

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" mean the Account Owner that signs the transfer. The word "account" means any account or accounts designated on this agreement. The terms used in the Agreement have the meaning given to them in Article 4A of the Uniform Commercial Code. 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. The party(ies) named in your members application are the authorized persons who may issue payment orders to us for the initiation of wire transfers or to receive telephone calls from us, in accordance with this agreement, for the purpose of confirming payment orders for the initiation of wire transfers which have been transmitted to us under this agreement for any account designated in your membership application.

#### **Acceptance of Payment Orders**

In general, we will accept payment orders only if you have received 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 we have signed Wire Transfer Form, we will accept written payment orders from you, provided our request for confirmation of our security procedures are satisfactorily met by you.

You agree to re-execute this Agreement or to execute a new agreement if changes are necessary. All parties which you have authorized to issue wire transfer requests or to receive telephone confirmations from us are identified in your membership application. All modifications or additions to your membership application must be in writing.

You agree to pay us the amount of any transfer request which we transmit pursuant to this Agreement when we execute a payment order to carry out your wire transfer request. You will not make any wire transfer request which would cause you to exceed the available balance in the Account designated to pay the transfer request. If a payment order is executed which creates an overdraft, with or without our prior consent, you agree to pay us the overdraft amount and any overdraft fee immediately upon our demand. We have the right to set-off the amount of any overdraft against the balance in any of your accounts with us and we may exercise any rights we have under any agreements which grant us security for the payment of your liabilities or obligations to us.

#### **Your Liability for Incorrect Information**

You understand and agree that the payment of a wire transfer request may be made by us, or any other financial institution used to carry out the transfer request on the basis of an identifying or account number which you have provided for a beneficiary, even if the number identifies a person different from your intended beneficiary. You also understand and agree that we or any other financial institution used to carry out a transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution which you have provided as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one you intended to identify. We or any other financial institution are not responsible for determining whether any identifying or account numbers you have provided to initiate a wire transfer are accurate. You will be liable to us for the amount of any transfer request even if payment of the transfer request is made to a person different from the named beneficiary based upon the beneficiary's identifying or account number provided by you, or payment of the transfer request is made to a financial institution different from the one identified by name based on the identifying number which you have provided to us.

## **Security Procedures**

You and the Credit Union agree that the following specified security procedures represent a commercially reasonable method of providing security against unauthorized payment orders: (a) Only individuals named in your membership application shall issue wire transfer requests to us; and (b) we reserve the right to contact by telephone any individual named in your membership application for the purpose of confirming a transfer request, regardless of amount, although we have no obligation to do so. If we cannot obtain a confirmation satisfactory to us, then we reserve the right to refuse to honor any wire transfer request. We have no responsibility to verify the identity of any party identifying themselves as an individual authorized to receive a telephone confirmation of any wire transfer request, other than to verify that the name given by such party corresponds to a party named in your membership application. If, for any reason, we are not satisfied that a wire transfer request was issued by an authorized party or confirmed by an authorized party, we may refuse to execute the transfer request. If we do so, we shall not incur any liability of any nature. You agree to prevent disclosure, other than on a need-to-know basis, of any of the aspects of the security procedures which you have agreed to with us. You will notify us immediately if you believe the confidentiality of the security procedures has been compromised and You shall act to prevent the security procedures from being further compromised.

## **Impossibility of Performance**

We have no liability of any nature for delays or mistakes, provided we act in good faith and with reasonable care. We are not responsible for delays or mistakes caused by other parties through whom we transmit funds whether such other parties were selected by you or us. We are not required to make a wire transfer on the day a wire transfer request is received, unless the wire transfer request is received within a reasonable time before any cut-off hour we have established. We will generally use the funds transfer system, but we may use any means and routes that we, in our sole discretion, consider suitable for the transmission of funds.

We 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. We will promptly notify you of any such failure or delay and will effectuate the transfer as soon as is reasonably possible.

## **Limitation of Liability**

We shall have no liability whatsoever for any special, consequential, punitive, or indirect loss or damage suffered by you in connection with services offered by us which are subject to this Agreement, regardless of whether we know or should have known such damages might be incurred. We have no responsibility for any attorneys' fees that you might incur.

## **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.

## **Instructions**

We have no obligation to accept or execute any wire transfer request. We will provide you notice via telephone of rejection. If we are unable to reach you by telephone, we may at our option give you notice of rejection in writing.

## **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. Our 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. You will have no right to cancel or amend a payment order to initiate a wire transfer after we receive it. We will make a reasonable effort to act on a cancellation or amendment of a payment order made by you prior to the time that we execute such payment order, but we have no liability if your cancellation or amendment is ineffective.

**Account Limitations**

It is the policy of Midcoast Federal Credit Union to accept funds transfers from your (Share, Share Draft or Club) accounts; however, with respect to Money Market 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**

Refer to the Truth in Savings Disclosure for all wire fees. 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 you payment orders.

**Limitation of Liability**

If we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest daily 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

**Termination**

We may terminate this Agreement at any time by giving written or oral notice to You. Unless We terminate this Agreement, the Agreement shall remain in effect until We receive written notice of termination from You and have been afforded a reasonable opportunity to act on Your termination notice. You may not assign this Agreement to any other party.

We may amend this Agreement, from time to time, by sending you a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a writing signed by you and us. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon You or Us.

If any provision of this Agreement is prohibited by applicable law, such prohibition shall apply only to that provision and all other provisions of the Agreement shall remain in full force and effect.

