



**Wire Transfer Information**

(Member must sign a Wire Agreement & Disclosure Form)

LGEWire@lgeccu.org /770-424-0060 ext. 55105

Amount \$ \_\_\_\_\_ (USD) Convert to \_\_\_\_\_ (Foreign Type) \_\_\_\_\_ (Numeric Foreign Amount)

Minimum of \$100.00 USD!!

Member Name: \_\_\_\_\_ Daytime Phone # \_\_\_\_\_

LGeccu Member Account # \_\_\_\_\_ Share ID # \_\_\_\_\_

Purpose of wire transfer (Required for all wires): \_\_\_\_\_

**WIRE TO:**

Bank/Institution Name \_\_\_\_\_

**Complete Bank Address** \_\_\_\_\_

*(Required for International Wires only)*

\_\_\_\_\_  
\_\_\_\_\_

**Bank's R/T, ABA, Bank or Swift Code #** \_\_\_\_\_

**Branch or Intermediary Institution** \_\_\_\_\_

*(If applicable)*

**Account Number** \_\_\_\_\_

*(Of Branch/Intermediary)*

**Final Credit (Beneficiary Name)** \_\_\_\_\_

**Account Number** \_\_\_\_\_

**Account Holder Address** \_\_\_\_\_

*(Required for International Wires only)*

\_\_\_\_\_

**Special Instruction:** \_\_\_\_\_

*I hereby request LGeccu to initiate the above transfer. I acknowledge reading and agreeing to LGeccu Wire Agreement & Disclosure Form.*

\_\_\_\_\_  
*Member Name (printed)*

\_\_\_\_\_  
*Member Signature*

\_\_\_\_\_  
*Date*

**Accounting Use Only:**

Email must be verified by calling the member back using preferred contact number on the system.

Phone # called: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Identification questions asked:  
\_\_\_\_\_

LGE Representative: \_\_\_\_\_



# Wire Transfer Agreement & Disclosures

- 1. Summary and Definitions.** The following rules shall apply to all wire transfers services provided by **LGE Community Credit Union**. The terms and conditions of your Membership Agreement and Disclosures and Online Banking Agreement & Electronic Consent apply are incorporated herein to the extent not expressly changed by this Agreement. As used in this Agreement, the words "I," "us," "we" "our" or Credit Union" shall apply to and mean "**LGE Community Credit Union**". The words "you" and "your" shall apply to and mean the person(s) who has/have requested or utilized the wire transfer services stated herein. This Wire Transfer Agreement supersedes any inconsistent terms contained in any other or prior agreements and any previous Wire Transfer Notice or Request. This Agreement governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System (generally referred to as "Fedwire" or "wholesale" wire transfers). This Agreement does not apply to any transaction, or any part of any transaction governed by the Electronic Funds Transfer Act and Regulation E ("EFTA/Reg E) except as expressly provided otherwise in EFTA/Reg E. Further, to the extent that this Agreement varies any provision of Article 4A, or Regulation J, this Agreement shall govern, except where specifically prohibited by applicable law. This Wire Transfer Agreement is subject to modification, amendment and/or termination upon five days' written notice to you.

**Certain Wire Transfers are "Remittance Transfers."** A "remittance transfer" is an electronic transfer of funds of more than \$100.00 requested by a sender to a designated recipient in a foreign country that is sent by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein as transfers that are not "remittance transfers" and: (1) Are disclosed in the terms of your Membership Agreement; (2) Any receipt we may provide to you in connection with a request for a remittance transfer; or (3) in separate provisions as designated herein.

- 2. Services Available.** You authorize us to transfer funds in accordance with your request(s) to and from your account(s) with us, or to and from another institution or person. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any payment order if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the payment order is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have cause for rejecting the payment order. We may also accept on your behalf payments to your account(s); and such transfers shall be subject to the terms in this Agreement.

- 3. Security Procedure.** When a payment order is issued by an account owner, the Credit Union's security procedure may involve use of identification methods that may include, photo identification requirements, signature verification, data/password verification, use of a personal identification number, and/or callback procedure by us. In certain situations, some or all of the above may be required. You agree that the security procedures established hereunder which we elect to utilize in any particular transaction are commercially reasonable and you agree to comply in all respects with such procedures. You agree that you will be bound by any payment order issued in your name, whether or not it is authorized, that we accept in good faith and in compliance with the security procedure. You may choose not to allow outgoing funds transfers on your accounts by informing us in writing, in person, by phone or e-mail via our secure internet banking service, and we shall honor such request if given within a sufficient time on a business day to allow us to accommodate the request. If you have chosen not to allow funds transfers on your account, you may reinstate the service via the same methods as for disallowance. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period we deem appropriate.



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**3.1 Security Election Agreement** can be required before completing online wire or accepting electronic signed Wire Request Form.

**3.2 For its Security Procedure for online initiated Orders** leverages and employs the security procedures described in the Online Banking Agreement & Electronic Consent related to security for Online Financial Services, including specifically the provisions related to password security. When you use the Service, you will use a username and a password, and/or such other security and authentication methods as we may require from time to time. We may require you to answer security questions, use random number generators, one-time passcodes and/or a "selfie" to verify photo identification presented by you or on file. You agree that you will be bound by any payment order issued in your name, whether or not it is authorized, that we accept in good faith and in compliance with the security procedure.

**4. Person(s) Authorized to Make Transfers.** You agree that you, any owner of an account, or any person authorized by a written instrument by you or any other owner, that is acceptable to us, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint owner until we receive written notice revoking or modifying that authority.

**4.1 Online Orders.** You understand and agree that the provisions of Online Banking Agreement & Electronic Consent Password Protection and liability for Unauthorized Access will apply to the Online Wire Transfer Service. Further, to initiate an Order online, you must be an Owner or Authorized Representative of the account used to fund the online wire transfer. LGEccu will be fully protected in relying on your designation as an Owner or Authorized Representative in determining proper access to the Online Wire Transfer Service.

**5. Time Limitations for Acceptance of Orders.** We may establish and change cut-off times for the receipt and processing of funds transfer orders, amendments, or cancellations. For the services subject to this Agreement, every day is a business day except Saturdays, Sundays, and Federal holidays. **Any request received after 1:00 p.m. will be processed on the following business day.** Your request for transfer(s), amendment(s) and cancellation(s) is considered accepted when executed by us.

**6. Reliance on Information Provided; Inconsistency of Name and Number; Complete and Accurate Information.** If an Order describes the person to receive the wire transfer ("Beneficiary") inconsistently by name and account number, the wire transfer may be made based on the account number even if the account number identifies a person different from the Beneficiary. If a wire transfer request describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. You acknowledge that you are responsible for providing LGEccu with all information required by the Beneficiary's bank, including the reason for payment, if required. Sending wires without the required information can cause the wire to be delayed, returned, or assessed additional fees. You further acknowledge the Beneficiary account number and Beneficiary's bank identification number (e.g., IBAN, RTN, IRC, and/or SWIFT BIC) you provide in connection with an Order will be complete and accurate, and you understand you could lose the transfer amount if the information is incorrect. Likewise, wire transfer received by us for your benefit may be paid by us solely on the basis of account number.

**7. Currency.** An Order expressed in U.S. Dollars will be sent in U.S. Dollars. You may request that prior to executing an Order, LGEccu convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"). Prior to initiating a wire, you should confirm that your beneficiary can receive the currency you select in your Order. If you do not do so, your Order may be rejected or additional fees and currency conversion charges may apply, if the beneficiary's account is in a different currency.

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The exchange rate LGEccu provides to you may be different from exchange rates you see online, in publications, at other banks or other foreign exchange providers. Also, different customers may receive different exchange rates for transactions that are the same or similar. The exchange rate may depend on the type of transaction being conducted, the dollar amount, type of currency, the date and time of the exchange and/or the factors noted above. The foreign exchange market is dynamic, so exchange rates can change rapidly. If you delay executing a transaction, the exchange rate may change and could even be significantly different. LGEccu reserves the right to refuse to process any request for a foreign exchange transaction.

If the financial institution designated to receive the funds for an Order does not pay the Beneficiary specified in the Order and the Order is payable in a Foreign Currency and the funds are returned to LGEccu, you may receive less U.S. dollars than the amount you provided to us. This is because exchange rate applied to the original conversion may differ from the exchange rate applied at the time of the cancellation of the Order when it is converted back to U.S. Dollars. LGEccu will not be liable to you for a sum in excess of the value of the Order after it has been converted back to U.S. Dollars at the exchange rate applied by LGEccu at the time the cancellation of the Order is confirmed by LGEccu.

**8. Cancellation or Amendment of Transfers Other than Remittance Transfers.** Except for Remittance Transfers, you can cancel future-dated domestic transfer prior to midnight ET on the date processing for the transfer is scheduled to be initiated by *the assigned cut off time*. If you direct us to begin processing a transfer immediately or a transfer's status is In Process or Processed, you no longer have the right to cancel it. However, the Credit Union at its option, may attempt to cancel the transaction. We shall have no liability if such cancellation or amendment is not effected. Furthermore, you shall be solely liable for any and all damages arising or related to any amendment or cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer.

**9. Errors** If you think there has been an error or problem with your remittance transfer, call us at 770-424-0060 Ext. 55105, write us at P.O. Box 1188, Marietta, GA 30061, attention: Accounting Department or email us at [LGEwire@LGEccu.org](mailto:LGEwire@LGEccu.org).

**9.1 Remittance Transfers.** The following rules apply to remittance, or international transfers and apply to the extent they vary any of the other terms of this agreement. You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us: (1) Your name and address; (2) The error or problem with the transfer, and why you believe it is an error or problem; (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address; (4) The dollar amount of the transfer; and (5) The confirmation code or number of the transaction. We 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 (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

**9.2 Erroneous execution** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**10. Account Statements and Notices.** All transfers subject to this Agreement will be reflected on your periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been



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received at any time during our normal business hours. You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error or within 60 days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

- 11. Method Used to Make the Wire Transfer.** We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own internal systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.
- 12. Limitation of Credit Union's Liability.** In addition to any defense or exception from liability provided in under applicable law, we shall only be responsible for performing the funds transfer service provided in this agreement pursuant to the instruction you give (when acceptable to us and under applicable law) and shall be liable only for our failure to act with "ordinary care" or we if act with willful misconduct, which failure or willful conduct is the proximate cause of such liability. However, our liability in any such case shall be limited to actual damages; and in no matter or case shall we be liable for any special, indirect, exemplary, consequential or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made. If you make a request which instructs us to wire funds to any foreign country, we have no liability arising or relating to length of time necessary to complete such transactions provided we have acted with ordinary care, and without willful misconduct.
- 13. Your Liability to the Credit Union.** You shall be liable to us for and shall indemnify and hold us harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by you.
- 14. Provisional Payment.** We may in our sole discretion give you a credit for automated clearing house (ACH) payments or wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.
- 15. Refund.** If the Beneficiary's bank does not pay the Beneficiary specified on the Order, a refund will be made only after LGEccu has received confirmation of the effective cancellation of the Order and LGEccu is in free possession of the funds debited or earmarked in connection with the Order. Any charges assessed by the beneficiary bank or intermediary bank related to the return will be deducted from any refund. For refunds of Orders payable in Foreign Currency, please see Section 7, above, for additional information.
- 16. Choice of Law.** Except as otherwise required by applicable law, this agreement and any dispute arising hereunder or relating hereto shall be construed and governed by the laws of the **State of Georgia**.



## Wire Transfer Agreement & Disclosures

17. **Fees.** You agree to pay current online wire transfer service fees in the amounts and manner disclosed to you. A copy of current fee schedule is also available to you upon request.
18. **Indemnification** You agree to indemnify and hold LGEccu, its directors, officers, employees and agents harmless from all third-party claims, demands, judgments, and expenses (including reasonable attorney's fees) arising out of or in connection with your use of the Service. This indemnification will survive the termination of this Agreement.
19. **Termination.** The Credit Union may terminate this agreement with or without cause by giving thirty (30) days prior written notice. Notwithstanding the foregoing, we may terminate this agreement immediately at any time upon telephone notification to you if (i) we reasonably deem the Credit Union insecure; (ii) you have breached this agreement; or (iii) we become aware of information which may indicate illegal or improper transactions.

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

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

Date \_\_\_\_\_