

Wire Transfer Services Agreement

This agreement between Randolph Brooks Federal Credit Union and the Member and its authorized agents (hereafter Member) governs origination of domestic and international wire transfer services (hereafter the "Service"). The terms "RBFCU," "us," "we," or "our" mean Randolph Brooks Federal Credit Union, or any affiliate that we may, at our sole discretion, involve in the provision of the Service. "You" or "your" means (1) an individual, business, or entity that is the owner of an account or (2) an authorized signer on an account who has authority to effect transactions on such account.

- a. Definitions.** Unless otherwise defined, terms used in this agreement shall have the meanings provided in the State Uniform Commercial Code, Article 4A. As used herein, the terms below have the following meanings:
- **"Authorized Person"** means an individual authorized to transact on the account.
 - **"Beneficiary"** means the individual, entity or financial institution receiving the funds.
 - **"Business Day"** means Monday through Friday, excluding federal holidays.
 - **"Canceled"** means the request will neither be processed nor sent for any reason.
 - **"Completed"** means funds have been successfully processed from RBFCU.
 - **"Cutoff Time"** means 3:30 PM Central Standard Time on any Business Day or any earlier time.
 - **"Instructions"** means the information you provide in order for the funds to be delivered to the Beneficiary.
 - **"Wire Transfer"** refers to both domestic and international money transfers.
- b. Applicable Agreements.** This Agreement governs your use of the Service. Your access to and use of RBFCU's Online services shall also be governed by the applicable electronic access agreement(s), as amended from time to time, between you and RBFCU. You are additionally bound by the terms of RBFCU's Membership and Account Agreement. In the event of conflict between this Agreement and any other agreement with RBFCU, this Agreement shall prevail, unless otherwise provided herein or in the other agreement.
- When you use or permit any other person(s) to use our Service, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement (including any applicable fees and service charges) from time to time, in our sole discretion, by providing you reasonable notice in writing.
- c. Authorized Account.** An Authorized Account is a deposit account you have with us that you have designated as a source of payment orders that you issue to us.
- d. Wire Transfer Instructions.** In order to complete your Wire Transfer, we must have the Beneficiary's name and address as it appears on the account at the Beneficiary's bank, account number, bank name, and bank address (SWIFT code and IBAN may be necessary for international wires). All wiring Instructions received by us after the Cutoff Time will be reviewed and processed within a commercially reasonable time, generally within one Business Day. In accepting Wire Transfer Instructions we may rely upon the identifying number (such as routing number, account number or IBAN) of the Beneficiary, the Beneficiary's financial institution or any intermediary bank, as instructed. Also, the Beneficiary's bank in the Wire Transfer Instructions may make payment on the basis of the identifying number even if it identifies a person or entity different from the named Beneficiary. If you provided us with incorrect instructions or Beneficiary information you may lose the amount of the Wire Transfer.
- e. Intermediate Banks.** Notwithstanding any Instructions to the contrary, we reserve the right to use any funds transfer system and intermediary bank in the execution of your Wire Transfer

Instructions, and we may use any means of executing Wire Transfer Instructions that we deem reasonable in the circumstances. You authorize such funds transfer systems and any intermediary, receiving or beneficiary banks to deduct fees from the funds transferred. You understand that we or any intermediary, receiving or beneficiary banks may apply their prevailing exchange rate(s) in the conversion and payment of funds to any Beneficiary in other than U.S. currency.

- f. Compliance.** We reserve the right to refuse to pay any Beneficiary whom you designate in the Wire Transfer Instructions. We will notify you promptly if we decide to refuse to execute your Wire Transfer Instructions. You represent and warrant to us that you will only make Wire Transfers to Beneficiaries that are in compliance with the laws and regulations of the United States of America, including without limitation, economic sanctions administered by the United States Treasury Department's Office of Foreign Asset Control ("OFAC") and any other applicable laws and regulations. We operate within the guidelines established by OFAC. Under penalty of Federal law, we are obligated to block transactions where any party is included on one of OFAC's list of designates. Proceeds from blocked transactions must be held until such entity is removed from the list or upon special permission from OFAC.
- g. Amendments, Recalls, and Tracers.** You agree that you will not hold us liable for any damages resulting from a Beneficiary's decision not to accept a payment made through our Service. If you request an Amendment to change a Wire Transfer that has already been Completed, we are not responsible for any fees, delay, misplacement, loss, errors, any act or failure to act by an intermediary bank or any other third party. Any acceptance by us of a request by you to amend, recall, or trace a Wire Transfer that has been Completed per your instructions, is made conditionally upon the express understanding by you that we cannot guarantee fulfillment of such a request and that we are not responsible for any failure to change, recall, or trace such Wire Transfer. We will return any unclaimed, recalled, or denied payment within 10 business days after we receive funds.
- h. Acceptance of Wire Instructions.** All Wire Transfer Instructions provided to us are subject to our review and acceptance. Our confirmation of the receipt of your transmission is an indication only that we have received your Instructions. You must have sufficient available funds in the applicable Authorized Account on the Wire Date. We will not be obligated to make any Wire Transfer unless there are sufficient available funds in the account indicated in your Wire Instructions on the Wire Date. We have the right to cancel the Wire Transfer without notice in the event of insufficient available funds.
- i. Cutoff Times.** You understand that any Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your personal device. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. Instructions entered after the Cutoff Time may start to process immediately, in our sole discretion.
- j. Security Procedures.** To prevent unauthorized access to your accounts, you agree to protect and keep confidential your account number, online username and passwords, or any other items of personal information that we may utilize to confirm your identity, from any person not authorized to access your accounts. This responsibility includes, without limitation, utilizing up to date web browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You acknowledge and agree that the security procedures used by RBFCU listed

in Schedule A are commercially reasonable.

In some cases we may take additional actions to those listed in Schedule A to verify the authenticity or detect an error in a Wire Transfer request. Any of these additional actions will not be considered part of this agreement and may only be used periodically.

If you disclose your account numbers, usernames, or passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use your account to request Wire Transfers or to access or use your account numbers, user names, passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity.

If you believe someone may attempt to use or has used the Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify the Payment Services Department at **1-800-580-3300, option 2, extension 4578 or 210-637-4578.**

- k. Contact Information.** You are obligated to maintain and update your account regularly with valid contact information, including, but not limited to, valid phone numbers, e-mail addresses, or other delivery location so that we may send you information related to your Wire Transfer request. Additionally, you agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or listed on your account, or your violation of applicable federal, state, or local law, regulation, or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.
- l. Indemnity.** You acknowledge and agree that you are personally responsible for your use of the Service and agree to indemnify and hold us harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Service or the use of the Service by anyone using your account number, username or password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.
- m. Governing Law.** This agreement is subject to all applicable U.S. Federal Laws, Regulations, rules and Wire Transfer arrangements, including, but not limited to, Regulations J of the Board of the Federal Reserve System and The Uniform Commercial Code Article 4A ("UCC4A") as incorporated by applicable Texas state law.

Wire Transfer Services Agreement

Schedule A – Security Procedure

The following sets forth the Security Procedure with which you agree to comply when using the Wire Transfer Service. You agree that the security procedure set forth below is commercially reasonable. For Online, Telephone, and In-Person Requests, you agree that you have sole responsibility for the security of the Authentication Information, PIN and challenge question and agree to hold us harmless for complying with Wire Transfer Instructions as long as we perform the security procedures outlined below.

Online Requests

We are authorized to honor, execute and charge the Authorized Account(s) for all Wire Transfer Instructions when such Instructions are received electronically from you through the use of RBFCU Online Banking (<http://www.rbfcu.org>). You access RBFCU Online Banking using a combination of a username, unique password and challenge question (the Authentication Information). The effectiveness of the Authentication Information depends on each Authorized Person maintaining this information confidential and limiting access to the Service to the Authorized Persons only. Anything that permits any other party besides the Authorized Persons to learn any of the unique Authentication Information pertaining to each Authorized Person and enables the outside party to input information into RBFCU Online Banking destroys the safeguard of the Authentication Information and the protection of Online Banking.

Telephone Requests

We are authorized to honor, execute and charge the Authorized Account(s) for all Wire Transfer Instructions when such Instructions are received by telephone from any of the Authorized Persons. Each Authorized Person has a unique personal identification number (“PIN”) and challenge question. The effectiveness of the security of an account owner’s PIN and challenge question depends on each Authorized Person maintaining this information confidential. Anything that permits any other party besides the Authorized Persons to learn the unique PIN or challenge question destroys the safeguard of the PIN and challenge question. When initiating a Wire Transfer, the Authorized Person must contact us and provide Wire Transfer Instructions, the Authorized Person’s PIN and challenge question.

In-Person Requests

We are authorized to honor, execute and charge the Authorized Account(s) for all Wire Transfer Instructions when such Instructions are received in person from any of the Authorized Persons. Any Authorized Person will be identified via a valid ID and required to sign the wire receipt at the time of the Wire Transfer request.