



RBFCU Wire Transfer Services Agreement

This Agreement is effective November 2, 2022.

1. Introduction

This Agreement, together with Randolph-Brooks Federal Credit Union's ("RBFCU") Membership Agreement & Disclosures ("Disclosures"), contains the terms that govern the use of RBFCU's Wire Transfer Services ("Service").

In this Agreement, the words "you" and "your" refer to you as the Member or business entity entering into this Agreement, or any user you authorize to use the Service on your behalf. When you use the Service, you instruct RBFCU to transfer funds by wire from your funding account, such instruction being a Payment Order ("Order"). The words "we," "us," and "our" refer to RBFCU.

You acknowledge that you have read this Agreement and will retain a copy for your records. Your use of the Service constitutes your agreement with the terms and conditions contained herein. If we make changes to this Agreement, we will update the Agreement on our website. Terms used herein will be defined throughout, and are in accordance with applicable federal and state laws. In the event of conflict between a provision of this Agreement and any other agreement you may have with RBFCU, the terms of this Agreement will govern the subject matter of the Service.

This is the entire agreement between you and RBFCU concerning the Credit Union Wire Transfer Request and Agreement. If any provision of this request and agreement is not enforceable, the other provisions will still be enforceable.

NOTE: Outgoing Consumer International Wires (as defined below in Section 15.1) are subject to certain protections under Federal law which are in addition to the terms set forth in Sections 2 through 14 of this Agreement (in particular, terms relating to liability, disclosures, cancellation rights, and error resolution procedures).

2. Security Procedure

2.1 *General*

You agree to use the Security Procedure described in this section when you initiate an Order. The purpose of the Security Procedure is to verify the authenticity of an Order delivered to us in your name, and not to detect errors in the transmission or content of an Order. You agree the Security Procedure is commercially reasonable and, in view of your requirements, is a satisfactory method of verifying the authenticity of Orders. You agree you have accepted such security procedures and are bound by any Order, whether or not authorized, issued in your name and accepted by RBFCU in compliance with the Security Procedure.

2.2 *Online Initiated Orders*

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 (rbfcu.org). You access RBFCU Online Banking using a combination of a username, unique password and challenge question "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.

2.3 Telephone Initiated Orders

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 personalized passcode and challenge question. The effectiveness of the security of an account owner's personalized passcode and challenge question depends on each Authorized Person maintaining this information as confidential. Anything that permits any other party besides the Authorized Persons to learn the personalized passcode or challenge question destroys the safeguard of said passcode and challenge question. If you disclose your account numbers, usernames, or passwords/passcodes to any person(s) or entity, you assume all risks and losses associated with such disclosure. When initiating a Wire Transfer, the Authorized Person must contact us and provide Wire Transfer Instructions, the Authorized Person's personalized passcode and challenge question.

2.4 In-Person Initiated Orders

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 government-issued ID and required to sign the wire receipt at the time of the Wire Transfer request.

2.5 Authorized Persons

You understand and agree that the provisions of Section 8 (g) of our Disclosures will apply to the Service. Further, to initiate an Order, you must be an Owner or Authorized Representative of the account used to fund the wire transfer. RBFCU will be fully protected in relying on your designation as an Owner or Authorized Representative in determining proper access to the Service.

3. Wire Transfer Instructions

3.1 General

In order to complete your Wire Transfer, we must have: (1.) the Beneficiary's (recipient of the funds) name and address as it appears on the account at the Beneficiary's financial institution; (2.) account number; and (3.) financial institution name, and financial institution address (SWIFT code and IBAN may be necessary for international wires). All wiring Instructions received by us after the Cutoff Time (2:30 p.m. CST) will be reviewed and processed within a commercially reasonable time, generally within one Business Day (Monday-Friday, except Federal holidays).

3.2 Identifying Account Numbers

You agree that we can rely upon any identifying account number given to us in connection with any ACH or wire transfer, even if the number identifies a person different than the named Beneficiary or a financial institution different from the named financial institution. You agree that neither we nor any other institution involved in the transaction has a duty to determine whether the number given matches the intended beneficiary or the named financial institution. RBFCU may rely upon the identifying number of the Beneficiary or The Receiving/Beneficiary financial institution (such as routing number, account number), as instructed. The Receiving/Beneficiary financial institution may make payment using the account number even if it identifies a person or entity different from the named Beneficiary.

4. Responsibility of RBFCU

RBFCU may send an Order by wire or other transmission method RBFCU considers to be reasonable. RBFCU may transmit an Order directly to the Beneficiary's financial institution, or indirectly to the Beneficiary's

financial institution through another financial institution, government agency, or other third party that RBFCU considers to be reasonable. RBFCU may utilize any reasonably selected funds transfer system or intermediary financial institution. You acknowledge and agree that your Order will also be governed by the applicable operating rules and other governing documents for the applicable funds transfer system. If there is a conflict between those operating rules and this Agreement, this Agreement will govern.

5. Additional Actions by RBFCU

Any action RBFCU takes to detect an erroneous Order, or any actions RBFCU takes beyond those described above in an attempt to detect an unauthorized Order, will be taken at RBFCU's sole discretion. No matter how many times RBFCU takes this action, it will not become part of RBFCU's standard procedures for attempting to detect such erroneous or unauthorized Orders, and RBFCU will not in any situation be liable for failing to take or to correctly perform the action. For additional terms governing Outgoing Consumer International Wires ("Remittance Transfers"), please see Section 15 below.

6. Liability; Interest Payable

We may be responsible for your direct expenses if we fail to exercise ordinary care in carrying out your instructions in connection with a wire transfer transaction. IN NO EVENT, HOWEVER, WILL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OF ANY KIND. WE ARE NOT REQUIRED TO PAY INTEREST ON ANY AMOUNT WE MAY OWE TO YOU DUE TO AN UNAUTHORIZED WIRE TRANSFER ARISING OUT OF OUR ERROR UNLESS YOU EXERCISE ORDINARY CARE TO DISCOVER THE UNAUTHORIZED TRANSFER AND PROMPTLY ADVISE US OF THE RELEVANT FACTS WITHIN THE TIME PERIOD SET FORTH BELOW IN THE ACCOUNT STATEMENTS PARAGRAPH. ANY RATE OF INTEREST THAT WE MIGHT BE OBLIGATED TO PAY TO YOU AS A MATTER OF LAW FOR A DELAY OR INCORRECT TRANSFER ARISING OUT OF OUR ERROR WILL BE THE LOWER OF THE FEDERAL FUNDS RATE AT THE TIME OF THE CORRECTION OR THE DIVIDEND RATE THAT WE PAY ON THE ACCOUNT TO OR FROM WHICH THE FUNDS TRANSFER SHOULD HAVE OCCURRED. RBFCU WILL NOT BE LIABLE FOR ANY LOST OR MISAPPLIED FUNDS CAUSED BY ERRONEOUS TRANSFER DETAILS PROVIDED TO US. PLEASE ENSURE YOU VERIFY ALL TRANSFERS DETAILS TO ENSURE PROMPT AND ACCURATE DELIVERY. For additional terms governing Remittance Transfers, please see Section 15 below.

The Credit Union 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 communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond our control.

7. Refund

If the Beneficiary's financial institution does not pay the Beneficiary specified on the Order, a refund will be made only after RBFCU has received confirmation of the effective cancellation of the Order and RBFCU is in free possession of the funds debited or earmarked in connection with the Order. Any charges assessed by the Beneficiary financial institution or intermediary bank related to the return will be deducted from any refund. For additional information regarding refunds of Orders payable in Foreign Currency, please see Section 13, below. For additional terms governing Remittance Transfers, please see Section 15 below.

8. Failure to Transfer Proper Amount

If RBFCU is notified that it did not transfer the full amount stated in an Order, RBFCU's sole liability will be to correct the error as required by applicable law. If RBFCU executes an instruction in excess of the amount stated in an Order, to the extent that you, as the originator of the Order (the "Originator") do not receive the benefit of the Order, RBFCU will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Order instructions. For additional terms governing Remittance Transfers, please see Section 15 below.

9. Indemnification

You agree to indemnify and hold RBFCU, 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.

10. **Cancellation and Amendment**

Except for the 30 minute cancellation window for Remittance Transfers set forth in Section 15 below, an Order is final and cannot be canceled or changed by you. However, at your request, RBFCU can attempt to cancel or change an Order, but we will not be liable if we are unable to do so. For additional terms governing Remittance Transfers, please see Section 15 below.

11. **Immediately Notify RBFCU of Unauthorized Activity or Errors**

You are responsible for promptly examining each Account statement. Any objection you may have respecting any unauthorized withdrawal or any payment order (including a wire transfer) will be waived unless you have notified RBFCU on or before the 33rd day following the date the statement is delivered, subject to applicable law. You agree that we will not be liable for any unauthorized withdrawal, any payment order, or any other error or discrepancy if you fail to notify us within the applicable time period. For additional terms governing Remittance Transfers, please see Section 15 below.

12. **Fees**

You agree to pay RBFCU's current Service fees in the amounts and manner disclosed to you. A copy of RBFCU's current Fee Schedule is available to you online at rbfcu.org/forms-disclosures or upon your request. You also agree to pay any other additional fees that may apply. Additional fees can be charged to the funding account or deducted from the transfer amount, as applicable, and may include, but are not limited to: an additional fee for bank initiated transactions, statement fees, fees assessed by beneficiary and intermediary banks, etc.

13. **Currency**

An Order expressed in U.S. Dollars will be sent in U.S. Dollars. You may request that prior to executing an Order, RBFCU 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.

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 RBFCU, you may receive less U.S. dollars than the amount you provided to us. This is because the 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.

14. **Governing Law; Rules and Regulations**

This Agreement is subject to all applicable U.S. federal laws, regulations, rules and Wire Transfer arrangements, including, but not limited to, Regulation J of the Board of the Federal Reserve System and The Uniform Commercial Code Article 4A ("UCC 4A") as incorporated by applicable Texas state law. We may delay posting international wire transfers to your Account if such action is necessary to comply with requirements set forth by the Office of Foreign Assets Control (OFAC). We may refuse to credit an Account for a wire transfer if such action would violate OFAC requirements.

15. **Additional Terms Governing Remittance Transfers**

15.1 General

This Section contains additional terms applicable only to Orders initiated by a natural person in the United States to transfer funds to a Beneficiary in a foreign country for personal, family, or household purposes (each, a Remittance Transfer). Note: If the Beneficiary resides in a country where OFAC sanctions have been imposed, the transfer Order could be blocked or delayed, pending further investigation. This Section does not apply to any Order sent to a Beneficiary in the United States, to any Order initiated by a non-consumer, or to any Order initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this Section and a provision in the rest of this Addendum or in

the Agreement governing your funding account, the provision in this Section 15 will control with respect to Remittance Transfers.

15.2 Disclosures

Prior to sending a Remittance Transfer, RBFCU will provide you with certain important disclosures regarding your transaction including, to the extent applicable: the amount that will be transferred to the Beneficiary; a description of any fees and taxes imposed by RBFCU; the total amount of the transaction; the exchange rate to be used if applicable; the amount to be transferred; a description of any fees imposed by third parties; and the amount that will be received by the Beneficiary. If you choose to send your Order in Foreign Currency, the amount to be transferred, a description of any fees imposed by third parties, and the amount that will be received by the Beneficiary will be disclosed in the Foreign Currency. Once you complete your transaction, you will receive a receipt that includes the above information, as well as the availability date, error resolution and cancellation right information and other disclosures.

15.3 Liability

Except as otherwise agreed in writing, RBFCU is liable only for damages required to be paid as provided under Regulation E, Subpart B or, to the extent applicable, UCC 4A (except as expressly modified by this Agreement). Except as required by Regulation E, subpart B, RBFCU will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed RBFCU's agent. IN NO EVENT SHALL RBFCU HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.4 Cancellation

You have the right to cancel a Remittance Transfer and obtain a refund of all funds paid to us, including fees. In order to cancel, you must contact us toll free at 1-800-580-3300 within 30 minutes of submitting the remittance transfer request. When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location of where the funds were sent. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been retrieved or deposited into a recipient's account.

15.5 Error Resolution

In the event that you believe an error has occurred with respect to a Remittance Transfer, you must notify us within 180 days of the date we provided to you when the funds would be made to the recipient. You may notify us by calling our **Payment Services Team** toll free at **1-800-580-3300, ext. 74578** or direct at **(210) 637-4578**. If you fail to notify us within this time period, RBFCU will not be liable for any error or loss of interest or any interest equivalent relating to the erroneous transaction.

When you contact us, please tell us: (a) your name and address; (b) the Beneficiary's name and, if known, their address; (c) the dollar amount of the transfer; (d) the sequence number of the transaction; and (e) the error or problem with the wire transfer, and why you believe it is an error or problem.

We will determine whether an error occurred within 90 days after you contact us, and we will correct any error promptly. We will contact you with 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 request copies of any documentation we used in our investigation. For more information about your error resolution and cancellation rights, you may access [Notice for Error Resolution and/or Cancellation of an International Wire Remittance Transfer](#).