Alabama State Employees Credit Union
PO Box 231150
Montgomery, AL 36123-1150
334-270-9011 or 800-634-9171
www.yourasecu.com

WIRE TRANSFER AGREEMENT AND DISCLOSURE

This agreement covers the movement of funds by means of wire transfers and automated clearinghouse (ACH) transactions. Wire transfers are electronic funds transfers that are performed through the Fedwire system of the Federal Reserve banks, which is regulated and monitored by the Board of Governors of the Federal Reserve. ACH transactions are processed through the Automatic Clearing House Network which is an established electronic payment system governed by the National Automated Clearing House Association (NACHA). This agreement establishes the terms and conditions of all such funds transfers involving you and us. Using us to send or receive funds transfers shall constitute your acceptance of these terms and conditions. To the extent that the terms contained in this agreement are different than those in any other agreement or terms of account, this agreement shall control and be deemed to modify such other agreements or terms of account.

Scope. This Agreement and Disclosure applies to funds transfers as 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 (herein collectively referred to as "wire transfers"). It does not apply to any electronic funds transfer governed by the Electronic Funds Transfer Act and its implementing Regulation E. (e.g., debit card purchases and transactions).

Transfer Services; Fees. You authorize us to transfer funds according to your instructions ("transfer request") to and from your designated account(s), or to and from another financial institution. If you do not designate an account, we may transfer funds from any of your accounts and such account shall be deemed to be your designated account. Transfers shall be made in accordance with the security procedures set forth in this Agreement. We may debit your designated account(s) for the amount of the funds transfer, as well as any related fees or services charges. Any fees and service charges are disclosed on the Rates & Fees Schedule provided to you when you opened your account(s).

Processing of Transfer Requests; Cut-off Times. We may establish or change cut-off times for the receipt and processing of transfer requests, amendments, or cancellations. The cut-off times are disclosed on the Wire Transfer Request form that you use to initiate a transfer request. We will use ordinary care to process the transfer request on the same funds-transfer business day that it is received, if it is received prior to the cut- off time. Transfer requests, cancellations or amendments received after the applicable cut-off time will be treated as having been received on the next following funds transfer business day and processed accordingly.

Authorized Persons. You agree that any one of the authorized signatories on the designated account may initiate any transfer request. We are not required to obtain authorization from all signatories and we shall not be liable for following the instructions of only one signatory. If we receive conflicting verbal and written instructions, we will follow the written instructions. You or any of your joint account holders may also authorize by written instrument any other person who is acceptable to us to initiate transfers to and from the account. We may rely on any such written authorization until we receive written notification revoking or modifying that authorization.

Security Procedures. We may establish, from time to time, security procedures to verify the authenticity of a transfer request. You will be notified of the security procedures, if any, to be used to verify transfer requests issued by you or for which your account will be liable. You agree that the authenticity of transfer requests may be verified using that security procedure unless you notify us in writing that you do not agree to that security procedure. In that event, we shall have no obligation to accept any transfer request from you or other authorized parties on the account until you and we agree, in writing, on an alternate security procedure.

Identifying Account and Routing Numbers. When processing a transfer request, payment may be made based solely on the account number provided in the transfer request, even if that account number identifies a beneficiary other than the one that you name in the transfer request. Similarly, if the transfer request identifies the name, routing number and transit number of the beneficiary's financial institution, payment may be made solely on the basis of the routing and transit number, even if those numbers do not correspond to the name of the financial institution that you supplied. You agree that your obligation to pay the wire transfer is not affected if the identifying numbers do not match the named beneficiary or financial institution. You are also responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the transfer request in reliance on the identifying number you provided. We may also pay wire transfers received by us for your benefit based solely on the account number.

Acceptance and Execution of Transfer Requests; Rejection. Nothing in this Agreement shall obligate us to accept or execute any transfer request, or an amendment or cancellation thereof, and we shall be deemed to have accepted a transfer request or its amendment or cancellation only upon execution thereof. We may reject or refuse to accept or execute a transfer request if (1) the designated account(s) does not contain sufficient available or collected funds; (2) the account number that you provide on the transfer request does not correspond to any known account with us; (3) the transfer request is not authorized or does not comply with applicable security procedures; (4) we are prohibited from doing so due to applicable law; or (5) we have a good-faith, reasonable cause for rejecting the transfer request.

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Method of Making Transfers. We may select any means that we deem suitable to transmit funds under this Agreement, including, but not limited to, our internal systems or Fedwire. Any subsequent financial institution may use Fedwire as well. Your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J and other applicable Fedwire rules.

Account Statements; Notices. ACH transactions are governed by the operating rules of the National Automated Clearing House Association. All transfers under this Agreement shall be shown on your periodic account statement and reflection on the statement shall constitute notice of receipt of the transfer. You may inquire whether a specific transfer has been received at any time during our normal business hours and/or by any means that we provide you for making inquiries on your accounts.

Provisional Credit. You may be credited for ACH payments or wire transfers before we receive final settlement of the funds transfer. This means that we may provide you with access to the funds before we actually receive the money. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and agree that, if we do not receive such final settlement, we are entitled to a refund from you for the amount credited to you in connection with the entry, and the party making payment shall not be deemed to have paid you for that amount.

Limitation of Liability. We are not responsible for any transmission performance failure as a result of interruption in transfer facilities; power failures; equipment malfunctions; labor disputes; emergency conditions; fire, flood, or other natural disasters; war or terrorist attack; or other circumstances beyond our control. We are also not responsible for transfer failures due to suspension of payment by another party, or refusal or delay by another financial institution to accept the transfer, or if we are prohibited from performing under any applicable law. We shall not be liable for any special, indirect, consequential or punitive damages arising from any failure or delay in processing a transfer request or any other obligation under this Agreement. In no case shall we pay attorney's fees or other legal expenses incurred in connection with this Agreement.

Interest. If we become obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the interest rate, on a daily basis, applicable to the account to which the funds transfer was made.

International Wire Transfers. If you send an international wire transfer that identifies a beneficiary bank located outside of the United States, you agree that we do not guarantee the receipt or timely processing of the funds on the part of the foreign beneficiary bank. At the time of the international transfer request, you will receive a receipt and disclosures regarding the transfer, including your rights regarding cancellation and resolution of errors, in accordance with Regulation E. By sending an international wire transfer, you understand that we have no control over how or when the funds are received or processed by the foreign beneficiary bank and that it could take up to one month or longer for the wired funds to be processed by the foreign beneficiary bank. Therefore, except as otherwise provided in Regulation E, (a) you understand and acknowledge that by sending an international wire transfer according to the financial institution and account information you provide us, you accept all risk associated with your wire transfer request; and (b) we will not be held liable or responsible to refund you any of the funds or costs associated with executing your request where the funds you sent were lost, destroyed, not processed, or not received by the foreign beneficiary bank. You further acknowledge that we are prohibited from processing and executing requests where the federal government has enforced economic and trade sanctions against named foreign countries, or where the federal government has prohibited us from doing business with named financial institutions.

Choice of Law. We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by Regulation J, Article 4A, and the laws of the state in which our headquarters are located, and as provided by the operating rules of the National Automated Clearing House Association.

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