



(888) 800-3328 • Fax (323) 874-1397

Fee Schedule & Processing Time Notice
Domestic Wires - \$25.00
For all wires, completed form and photo identification must be presented to First Entertainment in person before 12:00 noon for same day processing.

DOMESTIC Wire Transfer Request

\*\*COPY OF PHOTO IDENTIFICATION REQUIRED WITH RETURNED COMPLETED FORM. PRINT CLEARLY OR TYPE\*\*

AMOUNT \$

RECEIVING FINANCIAL INSTITUTION INFORMATION

Financial Institution: Routing #: (9 Digit #)

Street Address:

City: State: Zip:

SECONDARY BANK INFORMATION (Complete if necessary for further credit to another institution)

Financial Institution: Account No.:

Street Address:

City: State: Zip:

\*\* Complete name and address for recipient and originator are required for the timely processing of the wire transfer request\*\*

RECIPIENT INFORMATION (Individual or Entity receiving funds/Final credit)

Name: Account No.:

Street Address:

City: State: Zip:

Country:

Additional Information (optional): (For Escrow/Title Co., please provide escrow/title number)

ORIGINATOR INFORMATION (Member sending funds)

Member Name: Account No.: Share:

Street Address:

City: State: Zip:

Country: Additional Identification:

Email Address required for verification:

Member Signature Date Call back phone # required for verification

By signing above, I hereby request that the Credit Union attempt to perform the funds transfer described above. I understand and agree that this transaction is also subject to the Funds Transfer Agreement and Notice attached hereto, the Member Account Agreement and Disclosure, and Schedule of Fees and Charges, which are incorporated by this reference.



## FUNDS TRANSFER AGREEMENT & NOTICE

Article 4A of the Uniform Commercial Code, as adopted by the State of California, Subpart B of Regulation J, as promulgated by the Board of Governors of the Federal Reserve, and Subpart B of Regulation E, as promulgated by the Consumer Financial Protection Bureau, are the laws and regulations that cover the movement of funds by means of wire transfers, Automated Clearing House (ACH) credits, and some book transfers on the Credit Union's records.

The foregoing laws and regulations are intended to establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. In this Funds Transfer Agreement & Notice ("Agreement"), the following words have the following meanings:

- "I," "me," "my" and "sender" mean each person (whether one or more persons) who has a deposit account with First Entertainment Credit Union and requests First Entertainment Credit Union to send a funds transfer to a designated beneficiary.
- "You," "your," "yours," "Credit Union" and "receiving bank" mean First Entertainment Credit Union.
- "Funds transfer" means the series of transactions, beginning with the originator's payment order, made for the purpose of making payment to the beneficiary of the order.
- "Payment order" means an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary, provided that (1) the instruction does not state a condition to payment to the beneficiary other than time of payment; (2) the receiving bank is to be reimbursed by debiting an account of, or otherwise receiving payment from the sender; and (3) the instruction is transmitted by the sender directly to the receiving bank or to an agent, funds-transfer system, or communication system for transmittal to the receiving bank.
- "Beneficiary" means the person to be paid by the beneficiary's bank.
- "Beneficiary's bank" means the bank identified in a payment order in which an account of the beneficiary is to be credited pursuant to the order.
- "Receiving bank" means the bank to which the sender's instruction is addressed, which, for purposes of this Agreement, is the Credit Union.
- "Sender" means the person giving the instruction to the receiving bank.
- "Originator" means the sender of the first payment order in a funds transfer.
- "Fedwire" means the funds-transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by Subpart B of Regulation J of the Board of Governors of the Federal Reserve. Fedwire does not include the system for making ACH transfers.

This Agreement contains several notices which the Credit Union is required to provide to me and establishes other terms of agreement which will apply to all funds transfers which involve me and the Credit Union. Using the Credit Union to send or receive funds transfers will constitute my acceptance of all of the terms and conditions contained in this Agreement.

To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement will control and be deemed to modify such other agreements or terms of account. If any part of this Agreement is invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

1. This Agreement applies to funds transfers as defined in Article 4A of the Uniform Commercial Code (Division 11 of the California Uniform Commercial Code), Subpart B of Regulation J of the Board of Governors of the Federal Reserve, and, for international funds transfers, Subpart B of Regulation E of the Consumer Financial Protection Bureau.
2. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for all wire transfers (both domestic and international) will be at 12:00 noon on each weekday that the Credit Union is open which is not a federal holiday. Payment orders, cancellations, or amendments received after the applicable cut off time may be treated as having been received on the next business day and processed accordingly.
3. The Credit Union may charge my account for the amount of any funds transfer initiated by me or by any person authorized by me as a joint owner or other authorized party with the right of access to the account from which the funds transfer is to be made (collectively, my "Authorized Agents). I must provide you with a complete list of my Authorized Agents at the time the funds transfer is initiated, as only I and my Authorized Agents will be permitted to initiate funds transfers from my accounts at the Credit Union. I understand and agree that I am fully responsible for all transactions conducted by my Authorized Agents, regardless of whether such transactions are authorized by me or exceed the amounts of any transaction authorized by me. I must promptly notify the Credit Union of any changes in my Authorized Agents by providing written notification of such change. Changes in Authorized Agents by me will be effective the business day following receipt of written notice.
4. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. I understand and agree that the Credit Union may amend the security procedure(s). I will be notified at the time the payment order is requested of the security procedure, if any, to be used to verify payment orders issued by me or for which my account will be liable. I agree that the authenticity of payment orders may be verified using that security procedure unless I notify the Credit Union in writing that I do not agree to that security procedure. In that event, the Credit Union will have no obligation to accept any payment order from me or other Authorized Agents on the account until I and the Credit Union agree, in writing, on an alternate security procedure. Provided the Credit Union complies with the security procedure (or the security procedures as otherwise agreed, or as amended by you), I will be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by me. If the Credit Union does not follow the security procedure, but can prove the transfer request was originated by me or my Authorized Agent, I will still be liable for the transfer amount plus transfer fees. I authorize the Credit Union to record electronically or otherwise any telephone calls relating to any funds transfer under this Agreement.
5. If I send or receive a wire transfer, Fedwire may be used. This means that my rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J. If I request a wire transfer to be sent to a beneficiary in a foreign country, my rights and liabilities pertaining to such wire transfer will also be governed by Subpart B of Regulation E of the Consumer Financial Protection Bureau. The Credit Union will be excused from delaying or failing to execute a funds transfer if it would result in the Credit Union's exceeding any limitation on its intra-day net funds position established through the Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities.
6. If I give the Credit Union a payment order which identifies the beneficiary by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying account number, even if the number identifies a person different than the named beneficiary. This means that I will be responsible to the Credit Union if the funds transfer is completed on the basis of the identifying account number I provided the Credit Union.
7. If I give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person or institution than the named financial institution. This means that I will be responsible for any loss or expense incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number I provided.

8. For international funds transfers, I understand that I will receive a notice regarding my error resolution and cancellation rights at the time I request the international funds transfer, but prior to payment for the transfer.
9. The Credit Union will not be liable for acts or omissions by me or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's bank, and any beneficiary, none of which will be deemed the Credit Union's agent.
10. The Credit Union may give me credit for ACH payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. I am hereby notified and agree that if the Credit Union does not receive such final settlement it is entitled to a refund from me of the amount credited to me in connection with that ACH entry. This means that the Credit Union may provide me with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on my account and I would be liable to repay the Credit Union.
11. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide me with next day notice of receipt of ACH credit transfers to my account. I will continue to receive notices of receipt of ACH items in the periodic account statements which you provide.
12. If the Credit Union receives a funds transfer for me or for other persons authorized to have access to my account, I agree that the Credit Union is not obligated to provide me with next day notice of the receipt of the funds transfer. The Credit Union will provide me with notification of the receipt of all funds transfers by including such items in the periodic account statements which the Credit Union provides. I may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received. If the Credit Union receives notice that a wire transfer transmitted by the Credit Union has been rejected, the Credit Union will notify me of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. The Credit Union will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.

For domestic funds transfers, I have no right to cancel or amend any transfer request after it is received by the Credit Union; however, the Credit Union will use commercially reasonable efforts to act on a cancellation or change request as long as it is received from me in accordance with the agreed-upon security procedures. The Credit Union will have no liability if the cancellation or change is not effected.

For international funds transfers, my right to cancel any such transfer will be set forth in a notice provided to me at the time I request the international funds transfer, but prior to payment for the transfer. Generally, if I think there was an error in connection with my international funds transfer request, I must contact you within 180 days at 888-800-3328 or [fxwires@firstent.org](mailto:fxwires@firstent.org). I may cancel an international funds transfer request within 30 minutes of payment, unless the funds have been picked up or deposited.

13. If the Credit Union becomes obligated under Article 4A of the Uniform Commercial Code (Division 11 of the California Uniform Commercial Code) to pay dividends to me, I agree that the dividend rate to be paid will be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.
14. The Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in my designated account(s); (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by me; (3) contains incorrect, incomplete, or ambiguous information; (4) involves funds subject to a lien, hold, dispute, or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. I understand and agree that the Credit Union will incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.
15. The Credit Union will have the right to charge the amount of any funds transfer request to any of my accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of a funds transfer request. The Credit Union may charge a service charge for services relating to the sending or receiving of the funds transfer request. Such charge(s) are set forth in the Credit Union's Schedule of Fees and Charges, which is incorporated by this reference.

16. For international funds transfers, I understand that the Credit Union is required to determine the exchange rate to be used to effectuate the transfer. I understand and agree that there may be instances in which I request funds to be delivered in a particular currency, but the funds are later converted into another currency due to facts that cannot be known by you. In such case, you will disclose the exchange rate based on my request, even if the funds are ultimately received in a different currency.

If I do not know the currency in which the funds will be received, or, if I request funds to be received in the currency in which the transfer is funded, you may assume that the currency in which funds will be received is the currency in which the funds transfer is funded.

I further understand and agree that if the Credit Union does not have specific knowledge regarding the currency in which the funds will be received, the Credit Union may rely on my representation as to the currency in which the funds will be received for purposes of determining whether an exchange rate is applied to the transfer.

If an international funds transfer is returned for any reason, I agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars as of the date of refund, less any charges and expenses incurred by the Credit Union.

17. Except as expressly prohibited by applicable state and federal laws and regulations, I understand and agree that the Credit Union will not be liable for any loss or liability arising from: (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which the Credit Union failed to abide by the agreed upon security procedures) which I fail to report to the Credit Union within thirty (30) days after my receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) my negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to the Credit Union by me or my Authorized Agent; or (6) any error, failure, or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction.

Except as otherwise provided by applicable state or federal laws or regulations, the Credit Union's liability for any negligent or intentional action or inaction in connection with any funds transfer request will be limited to my direct loss and payment of interest. UNDER NO CIRCUMSTANCES WILL THE CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES WHICH I MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.

18. Subject to applicable state and federal laws and regulations, the Credit Union may amend the terms of this Agreement at any time by providing notice of such amendment to me in writing. By thereafter using or continuing to use the Credit Union's funds transfer services, I agree to such amendments.
19. Except as otherwise expressly provided by applicable state and federal laws and regulations, this Agreement and all transactions initiated hereunder will be governed by and constructed in accordance with the internal laws of the State of California, notwithstanding any conflict of laws doctrines of such state to the contrary.