

DOMINION CREDIT UNION WIRE TRANSFER AGREEMENT

The following rules shall apply to all wire transfers services provided by Dominion Credit Union. As used in the Wire Transfer Request Agreement, the words "I," "us," "we" or "our" shall apply to and mean "Dominion Credit Union." The words "you" and "your" shall apply to and mean the member who has requested or utilized the wire transfer services stated herein. This Wire Transfer Agreement supersedes any inconsistent terms contained in Dominion Credit Union's member account agreements and any previous Wire Transfer Notice and/or Agreements. This Wire Transfer Agreement is subject to modification and or termination upon five days' written notice to you.

Acceptance of Payment Orders

In general, we will accept payment orders only if you have signed a Wire Transfer Agreement, have a sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and produce valid identification. Once you have signed a Wire Transfer Agreement, we will accept wire requests from you in person or by telephone provided our security procedures are followed.

Security Procedures

Once you have signed a Wire Transfer Agreement and provided us with a password/mother's maiden name, we will accept payment orders from you via telephone, provided you have a sufficient withdrawable balance on deposit in the appropriate account to execute the payment order, and you provide the information above to us when you call to make your payment order.

You hereby acknowledge that the security procedures described are commercially reasonable and that you have selected the security procedure offered by the Credit Union after due consideration of all such alternatives and your business circumstances, including the size, type, and frequency of payment orders that you anticipate issuing the Credit Union.

You hereby acknowledge that you will be liable for any payment order or communication amending or canceling a payment order, whether or not authorized, that is issued in your name and accepted by the Credit Union in compliance with the agreed-upon security procedure.

You hereby agree to follow the security procedure when making a payment order via telephone.

Impossibility of Performance

The Credit Union will not be liable for failure to comply with the terms of this 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 the control of the Credit Union.

Indemnification

You hereby indemnify the Credit Union, its agents, and employees against any loss, liability, or expense (including attorney's fees) resulting from or arising out of any claim of any person in connection with any matters subject to this agreement, except where applicable law precludes your notification.

Notification

We will provide you with notification of all incoming wire transfers as part of your periodic statement.

You hereby agree to notify us in writing of any unauthorized or erroneous payment order within thirty days from the date you first received notification from the Credit Union either that the order was accepted or your account was debited with respect to the order. Should you fail to promptly notify us of any unauthorized or erroneous payment order as discussed above, we will not be liable to you for any subsequent similar occurrence that we could have prevented had we received such notice.

Choice of Law

We may accept, on your behalf, payments to your account that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B – Funds Transfers Through Fedwire, and the applicable Federal Reserve Bank Operating Circular. Where none of the above-stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of the State of Virginia, including Article 4A of the Virginia Uniform Commercial Code.

Funds-Transfer Business Day

Funds transfers occur on non-holiday weekdays (Monday through Friday) only. Dominion Credit Union’s funds-transfer business days consists of the hours from 8:00 a.m. to 11:30 a.m. for International requests; and from 8:00 a.m. to 12:30 p.m. for domestic requests on those days that we are open for business. Any outgoing wire transfer requests received after 12:30 p.m. will be processed the following non-holiday weekday. Payment orders are executed as soon as possible after received; therefore, you should tell us immediately if you wish to cancel or modify wire instructions.

All incoming funds transfers will be processed by 4:00 p.m. EST on non-holiday weekdays (Monday through Friday) only.

Fees

We will charge you a fee to process each outgoing wire transfer request. The fee that the Credit Union will charge is disclosed in our current Rate and Fee Schedule. If wiring instructions you provide are incorrect and the wire transfer is returned to us for any reason, you can provide us with the correct information that will permit us to execute the payment order again, but in such a case you will be charged an additional fee. Dominion Credit Union makes no warranties with respect to fees charged by other financial institutions with respect to your payment orders.

There are no charges involved for incoming wire transfers on your behalf.

Your Liability for Incorrect Information

If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account number or some other identifying number (such as a Social Security, Taxpayer I.D. or driver’s license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identified the beneficiary’s financial institution in the funds transfer by name and Routing and Transit (“R/T”) or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation.

Limitation of Liability

If we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys fees, unless otherwise provided by law or regulation.

If you make a payment order which instructs us to wire funds to foreign countries, the wire will be made in US dollars unless you specify otherwise. If you want the wire made in the designated country’s currency, you must give us wire instructions denominated in that country’s currency. The Credit Union makes no representations to you regarding equivalent US dollars of your foreign currency wire instructions.

We will assume no liability as to the length of time necessary to complete such a transfer, provided we have acted in good faith, with ordinary care, and in compliance with applicable law.

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

Date: _____ Member’s Signature _____

Date: _____ Joint Owner’s Signature _____
(If person desires to initiate wire transfer)

Member Account or SS Number: _____

I/We would like to use the following password/mother’s maiden name when making a wire request:

(Please Print)