OUTGOING WIRE TRANSFER TERMS AND CONDITIONS

Outgoing wire transfers sent through Sandia Laboratory Federal Credit Union (the “Credit Union” or “we”) by a member (“you”) are subject to the following terms and conditions.

You represent that the information on the wire transfer form is correct and acknowledge responsibility for any errors resulting from incorrect/inaccurate information provided. You authorize the Credit Union to use any means it deems suitable for the transmission of the funds and understand and agree that in carrying out this wire transfer, the Credit Union acts only as an agent. You hereby release the Credit Union from all liability from any loss unless the loss arises out of the Credit Union’s failure to exercise ordinary care, failure to act in good faith, or failure to act in accordance with your instructions as documented in the wire transfer authorization. The Credit Union assumes no responsibility for the timeliness of receipt or delivery. The Credit Union will not be liable for damages to you or a third party if the Credit Union carries out the written wire transfer instructions in a reasonable manner.

The Fedwire System may be used for this wire transfer and such wires are subject to the terms of Federal Reserve Regulation J and Article 4A of the Uniform Commercial Code (“Article 4A”). If you give the Credit Union a payment order (as defined in Article 4A) which identifies the beneficiary (the recipient of the funds) by both name and an 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 from the named beneficiary. If you 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 the number identifies a different institution than the named bank. The Credit Union will not be liable for failure to process a payment order due to 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. The Credit Union shall have no obligation to accept any payment order directed to or through persons, entities, or countries restricted by government regulation or as a result of prior Credit Union experience with particular countries.

You understand that the Credit Union charges a fee for domestic and international wire transfers. The fee is non-refundable if the wire transfer is unsuccessful and the funds are returned. You authorize the Credit Union to debit the amount shown on the payment order to pay for this transfer and any covered third-party fees, as such fees are defined under Consumer Financial Protection Bureau Regulation E. The Credit Union will not process a payment order if you do not have a sufficient available balance on deposit in the appropriate account to execute the payment order. The Credit Union has no influence or responsibility for non-covered third-party fees, such as fees or surcharges imposed by other financial institutions, other than those the Credit Union has partnered with, involved in the transfer of the funds; nor does the Credit Union have any influence or responsibility for foreign taxes imposed by foreign financial institutions, intermediaries, or governments. Any additional fees or taxes imposed by such other entities, such as foreign banks, will be deducted from the principal of the wire. If you make a payment order that instructs the Credit Union to wire funds to foreign countries, we assume no liability as to the length of time necessary to complete such a transfer. The Credit Union will not be liable to make any refund to you for cancelled requests until after we receive confirmation of the returned funds.

Daily cutoff time is 2:00 p.m. Mountain Time, Monday through Friday on days we are normally open for business, for all outgoing wire transfers. Payment orders received after those times, or on a day the Credit Union is open for business but the Federal Reserve Bank is closed, will be processed on the following business day. The Credit Union’s fraud screening procedures may result in a delay of up to one additional business day for processing of wire transfer requests above a certain amount.

Your signature, or authorization via telephone or secure email request, authorizes the Credit Union to: (a) accept future wire transfer requests in writing or over any telephonic device, or by computer (email or internet); and (b) rely on identification and/or a code word or other protected information obtained in person or over any telephonic device, or by computer request, as a reasonable security procedure to verify your identity as sender. By signing or authorizing (via telephone or secure email request) the wire transfer request and submitting it to the Credit Union, you agree that you have reviewed the information entered on the wire transfer request form and agree that it is correct.