



Community Resource

CREDIT UNION

P.O. Box 3181, Baytown, Texas 77522 • 1.800.238.3228 • www.crcu.org

Wire Transfer | ACH Origination Request Agreement

Description:

- This agreement must be signed before a wire transfer or an ACH (Automatic Clearing House) Origination/Direct Payment Authorization can be processed
- ACH-Automatic Clearing House is a way to move funds from one financial institution to another

Instructions:

- Please fill out form completely and sign
- Completed form may be mailed or brought in to any CRCU branch location

For questions please call our Member Contact Center at 281.422.3611 or visit any CRCU branch location.



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The following rules shall apply to wire transfer/ACH origination services provided by Community Resource Credit Union. As used in the Wire Transfer/ACH Origination Request Agreement, the words "I," "us," "we" or "our" shall apply to and mean "Community Resource Credit Union". The words "you" and "your" shall apply to and mean the member and all owners listed on the account that have requested or utilized the wire transfer/ACH origination services stated herein. This Wire Transfer/ACH Origination Agreement supersedes any inconsistent terms contained in Community Resource Credit Union's member account agreements and any previous Wire Transfer/ACH Origination Notice and/or Agreements.

Each accountholder(s), joint owner(s), authorized signer(s), and custodian(s) must sign this agreement to have authorization to perform wire transfers/ACH origination transactions provided the security procedures listed in this agreement are followed.

You agree to be bound by the terms and conditions found within your application for membership and to the bylaws, rules and regulations of Community Resource Credit Union in effect. You further acknowledge receiving a copy of the "agreements and disclosures" related to your accounts(s) and you agree to be bound by the terms and conditions found therein.

Acceptance of the Request

In general, we will accept the request only if you have signed a Wire Transfer/ACH Origination Agreement, signed a member wire request form, have a sufficient withdrawable balance on deposit in the appropriate account to execute the request, and produce valid identification. Once you have signed a Wire Transfer/ACH Origination Agreement, we **MAY** accept telephone, mail, fax, or e-mail requests from you, provided our security procedures are followed.

Security Procedures

Community Resource Credit Union requires a signed copy of this agreement on file prior to executing any request to transfer money by Wire or ACH Origination. A Wire or ACH Origination request received in person will also require a valid form of picture identification before the request can be honored. Requests received other than in person for amounts greater than \$1,000 will require a valid call back verification before the request can be honored, and may require other verification procedures at the discretion of the credit union. Any call back verification must be to a telephone number on file for the account. Requests other than in person for amounts less than \$1,000 may be verified at the discretion of and by whatever means deemed appropriate by the credit union. We **MAY** accept requests from you via telephone, mail, fax, or e-mail provided you have a sufficient withdrawable balance on deposit in the appropriate account to execute the request, and you provide the wire information to us when you call to make your request.

You hereby acknowledge the security procedures described are commercially reasonable and 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 requests you anticipate issuing to the credit union.

You hereby acknowledge you will be liable for any request or communication amending or canceling a request, 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 request via telephone, mail, fax, or e-mail.

Impossibility of Performance

The credit union will not be liable for failure to comply with the terms of a Wire Transfer/ACH Origination 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.



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Notification

You will not be provided with separate notification each time we receive a wire transfer/ACH into your account. We will provide you with notification of incoming wire transfer/ACH as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses (ACH), the operating rules of the National Automated Clearing House Association (NACHA) will be applicable to ACH transactions involving your account. These rules do not require we provide you with next-day notice of receipt of an ACH item. As such, we will also provide you with notification of the receipt of these items as part of your periodic statement.

From the date, you first received notification from the credit union, either when the order was accepted or your account was debited with respect to the order, you hereby agree to notify us in writing of any unauthorized or erroneous wire transfer requests within 30 days or 60 days for ACH origination transactions. Should you fail to promptly notify us of any unauthorized or erroneous request as discussed above, we will not be liable to you for any subsequent similar occurrence we could have prevented had we received such notice.

Choice of Law

We may accept on your behalf, payments to your account that have been submitted by Fedwire or Federal Home Loan Bank and 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 or Federal Home Loan Bank, and the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction that does not involve Fedwire, the rules of that ACH will govern that part of the transaction. Where none of the above-stated rules applies, the laws of the State of Texas, including Article 4A of the Texas Uniform Commercial Code, shall govern the transactions contemplated by this agreement.

Funds Transfer Business Day

Funds transfers occur on non-holiday weekdays (Monday through Friday) only. Community Resource Credit Union's funds transfer business hours are from 9:00 A.M. to 12:00 P.M. International wires must be received by 12:00 P.M.. Any wire transfer/ACH origination after 12:00 P.M. may be processed the following non-holiday weekday. Requests are executed as soon as possible after received; therefore, you should tell us immediately if you wish to cancel or modify wire instructions.

Account Limitations

It is the policy of Community Resource Credit Union to accept funds transfers from any of your share accounts; however, with respect to your Money Market accounts, we will allow you to make no more than six withdrawals or transfers to another credit union account you own, or to third parties, by means of a preauthorized or automatic transfer, or telephonic order or instruction, or similar order, per month. Your account will be charged an excess usage fee and may be subject to closure if you exceed these limits. Please see current Fee Schedule for excess usage fee.

Fees

We will charge you a fee according to the current Fee Schedule for each request you give to us. If wiring instructions you provide are incorrect and the wire transfer/ACH origination is returned to us for any reason, you can provide us with the correct information that will permit us to execute the request again with no additional charge to you. Community Resource Credit Union makes no warranties with respect to fees charged by other financial institutions with respect to your requests.

Provisional Credit

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified the party making payment to you (the originator) shall not be deemed to have paid you the amount of the credit entry.



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Your Liability for Incorrect information

If you give us a request identifying 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 request identifying 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.

Your Liability for Rules Violations

If you initiate an ACH Origination transaction, your liabilities shall include, but are not limited to, the amount of any fines assessed against Community Resource Credit Union for a rules violation caused by you.

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 attorney's fees, unless otherwise provided by law or regulation.

If you make a request, which instructs us to, wire funds to foreign countries, we 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.

Member Authorization:

Member Signature:	Date:
Joint Owner or Authorized Signer:	Account #: