



WIRE TRANSFER AGREEMENT

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 transfer.

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 wire transfer. In this Wire Transfer Agreement ("Agreement"), the following words have the following meanings:

- "Sender," "you," "your," and "yours" mean each person (whether one or more persons) who has an account with Coast Central Credit Union and requests Coast Central Credit Union to send a wire transfer.
- "Coast Central," "we," "us," "our," and "receiving bank" mean Coast Central Credit Union.
- "Wire transfer" means one or more transactions, initiated by a sender's wire transfer request for the purpose of making payment to the beneficiary of the order.
- "Payment order" means a written wire transfer request by a sender, transmitted in person or electronically to Coast Central, 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. "Wire transfer request" shall have the same meaning as "payment order".
- "Beneficiary" means the person or entity to be paid by the beneficiary's bank. The word "recipient" shall have the same meaning as "beneficiary".
- "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. The words "recipient's bank" shall have the same meaning as "beneficiary's bank".
- "Receiving bank" means the bank to which the sender's instruction is addressed, which for purposes of this Agreement, is Coast Central.
- "Remittance transfer" means an outgoing international wire transfer sent by a sender who is a consumer, using funds from a natural personal account, for which the purpose of the wired funds are primarily for personal, family, or household purposes. Remittance transfers do not include international wire transfers in which the sender is a business or other non-consumer entity, the account from which the funds are wired is not a consumer account, or the wire is intended for a business or business-related purpose. Domestic wire transfers are not remittance transfers.
- "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.

This Agreement establishes the terms of agreement which will apply to all outgoing wire transfers which involve you and Coast Central Credit Union. Using Coast Central to send or receive wire transfers will constitute your acceptance of all of the terms and conditions contained in this Agreement.

To the extent that the terms contained in this Agreement may be different than those in any other Coast Central 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 that meet the above definition of a remittance transfer, Subpart B of Regulation E of the Consumer Financial Protection Bureau.

2. Coast Central may establish or change cut-off times for the receipt and processing of outgoing wire 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 Pacific Time on each weekday that Coast Central 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. Coast Central may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint owner or other authorized party with the right of access to your Coast Central account from which the wire transfer is to be made (collectively, your "Authorized Agents"). You understand and agree that you are fully responsible for all transactions conducted by your Authorized Agents, regardless of whether such transactions are authorized by you or exceed the amounts of any transaction authorized by you. You must promptly notify Coast Central Credit Union of any change in your Authorized Agents by providing written notification of such change and by completing and signing an updated Coast Central account application. Changes in Authorized Agents by you will be effective the business day following receipt of the completed and signed Coast Central account application.
4. Coast Central Credit Union may establish, from time to time, commercially reasonable security procedures to verify the authenticity of a payment order, which are set forth in the Security Procedures sections incorporated into this Agreement. You understand and agree that Coast Central may amend the security procedures at any time. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify Coast Central in writing that you do not agree to that security procedure. In that event, Coast Central will have no obligation to accept any payment order from you or other Authorized Agents on the account until you and Coast Central agree, in writing, on alternate commercially reasonable security procedures. You will be notified, in writing, if there are amendments to the security procedure that will be used to verify payment orders issued by you or for which your account will be liable. Provided Coast Central complies with the security procedure (or the security procedures as otherwise agreed, or as amended by Coast Central), you will be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by you. If Coast Central does not follow the security procedure, but can prove the transfer request was originated by you or your Authorized Agent, you will still be liable for the transfer amount plus transfer fees. You authorize Coast Central Credit Union to record electronically or otherwise any telephone calls relating to any wire transfer under this Agreement.
5. If you send or receive a wire transfer, Fedwire may be used. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J. If you request an international wire transfer that qualifies under the above definition of a remittance transfer, your rights and liabilities pertaining to such wire transfer will also be governed by Subpart B of federal Regulation E of the Consumer Financial Protection Bureau. Coast Central will be excused from delaying or failing to execute a wire transfer if it would result in Coast Central 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. You understand that it is your sole responsibility to provide correct wiring information. Coast Central is not responsible in any regard for your failure to provide accurate wiring information. This means that you will be responsible to Coast Central if the funds transfer is completed on the basis of the identifying account number and/or beneficiary bank routing number you provided to Coast Central, even if you provided other identifying information at Coast Central's request. Providing Coast Central with additional information to identify the account beneficiary, even at Coast Central's request, does not obligate Coast Central to process the payment order based on anything other than the account number alone and a request by Coast Central for such information does not constitute a separate undertaking or obligation by Coast Central to verify the account number or any other information provided.
7. If you give Coast Central a payment order which identifies the beneficiary by both name and the identifying account number and/or by any other identifying information, payment may be made by the beneficiary's bank on the basis of the identifying account number alone, even if the number identifies a person different than the named beneficiary (or a person different than indicated by any other identifying information provided). Additionally, if you give Coast Central a payment order which identifies an intermediary or beneficiary bank by both name and an identifying number, all parties 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 you will be responsible for any loss or expense incurred by the receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number you provided.

8. Coast Central will not be liable for acts or omissions by you 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 Coast Central Credit Union's agent.
9. If Coast Central Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that Coast Central is not obligated to provide you with next day notice of the receipt of the funds transfer. Coast Central will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which Coast Central provides. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received. If Coast Central receives notice that a transmitted wire transfer has been rejected, Coast Central will notify you of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. Coast Central will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original wire transfer request.

For domestic wire transfers, and for international wire transfers that do not meet the above definition of a remittance transfer, you have no right to cancel or amend any wire transfer request after it is processed by Coast Central. However, Coast Central will use commercially reasonable efforts to act on a cancellation or change request as long as it is received from you in accordance with the agreed-upon security procedures. Coast Central Credit Union will have no liability if the cancellation or change is not affected.

For international wire transfers that meet the above definition of a remittance transfer you will have thirty (30) minutes from the time you pay for the wire to cancel the request and obtain a full refund of all funds paid to us, including fees, provided that the funds have not yet been picked up or deposited and you provide specified beneficiary contact information and enough information for Coast Central to identify the transaction. In addition, if you think there was an error or problem with your international wire remittance transfer you must contact us within one hundred and eighty (180) days of the date we indicated that the funds would be made available to the recipient, by calling us at 707-445-8801, writing to us at Coast Central, 1968 Central Ave, McKinleyville, CA 95519, or emailing us at support@coastccu.org. Upon contact, please provide us with your name, telephone number, applicable details of the wire, and a description of the issue experienced. We will determine whether an error occurred within ninety (90) days after you contact us and we will attempt to correct any error (as defined by 12 C.F.R. § 1005.33) promptly, subject to the provisions of this Agreement, including any incorporated applicable law. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

10. If Coast Central becomes obligated under Article 4A of the Uniform Commercial Code (Division 11 of the California Uniform Commercial Code) to pay interest to you, you agree that the rate of interest to be paid will be equal to the dividend rate, on a daily basis, applicable to your Coast Central account to which the funds transfer should have been made or from which the funds transfer was made.
11. Coast Central Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to our satisfaction or which we reasonably believe may not be authorized by you; (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. You understand and agree that Coast Central Credit Union will incur no liability for any loss occasioned by its refusal to accept any wire transfer request.
12. Coast Central Credit Union has the right to charge the amount of any wire transfer request and the related fee to any of your Coast Central accounts in the event that no account number is designated, or in the event that a designated account has insufficient collected funds to cover the amount of a wire transfer request and fee. Coast Central may charge a fee for services relating to the sending of the wire transfer request. Such fees and charge(s) are set forth in the Coast Central Credit Union Schedule of Fees.
13. International wires can take days or weeks to move through international banking systems and be credited to the recipient. Coast Central has no control over the credit or return of the funds if there is a problem. Coast Central is allowed to send a trace (request for information) on international wires. Any fees Coast Central is charged for a trace will be passed on to you as the sender.
14. For international wire transfers to be sent in a foreign currency, you understand that Coast Central is required to determine the exchange rate to be used to effectuate the transfer. You understand and agree that there may be instances in which you request such 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 Coast Central. In such case, Coast Central will disclose the exchange rate based on your wire transfer request, even if the funds are ultimately received in a different currency.

If you do not know the currency in which the funds are to be received, or, if you request funds to be received in U.S. Dollars, you and Coast Central may assume that the currency in which funds will be received is U.S. Dollars.

You further understand and agree that if Coast Central does not have specific knowledge regarding the currency in which the funds will be received, Coast Central may rely on your representation as to the currency in which the funds will be received for purposes of determining whether an exchange rate is applied to the international wire transfer.

If an international wire transfer is returned for any reason, you agree to accept refund of the foreign currency amount in U.S. Dollars, based on the then-current buying rate of the financial institution converting the currency to U.S. Dollars as of the date of refund, less any charges and expenses incurred by Coast Central.

15. Except as expressly prohibited by applicable state and federal laws and regulations, including Subpart B of federal Regulation E, you understand and agree that Coast Central 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 Coast Central failed to abide by the agreed upon security procedures) which you fail to report to Coast Central within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within Coast Central 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) your negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to Coast Central by you or your Authorized Agent; or (6) any error, failure, or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond Coast Central 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, Coast Central Credit Union's liability for any negligent or intentional action or inaction in connection with any funds transfer request will be limited to your direct loss and payment of interest. UNDER NO CIRCUMSTANCES WILL COAST CENTRAL CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES WHICH YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.

16. Subject to applicable state and federal laws and regulations, Coast Central may amend the terms of this Agreement at any time by providing notice of such amendment to you in writing. By thereafter using or continuing to use Coast Central Credit Union's wire transfer services, you agree to such amendments.
17. 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.
18. It is your responsibility to promptly notify us of any change to the Email Address, Access Code/Password or Callback Telephone Number. All wire transfer requests must be submitted in writing on approved Coast Central forms or through our online banking platform. Oral requests via telephone are accepted as exceptions only and require management approval.
19. Security procedures for in-person wire transfer requests shall consist of verification of sender's identity and signature by review and comparison to the Sender's government- issued photo identification. Sender agrees to present such identification upon request.
20. Security procedures for wire transfer requests not received in person, an original, notarized, DocuSign or faxed signature on this form as well as a prior execution of our wire transfer agreement is needed for any wire. In the event of a telephone or pre-arranged telephone transfer request, the wire must be approved by the Member Services Branch Manager. Exceptions to any security procedures outlined in this disclosure must be approved and signed by the VP of either Member Services, Member Loan Services, Member Digital Services, AVP of the MSBs or Sr. AVP, Compliance and Risk prior to sending the wire.
21. Security procedures for transfers not initiated in person, a telephone call back must be performed to identify the originator of the request. Nonstandard information may be requested as part of verification, and the option to create an account password is available to all account holders in place of a nonstandard question.

For questions or complaints about Coast Central Credit Union, contact:

Department of Financial Protection and Innovation
1-866-275-2677

Consumer Financial Protection Bureau
855-411-2372
855-729-2372 (TTY/TDD)
www.consumerfinance.gov

NOTE: All parties to this wire transfer are subject to Bank Secrecy Act compliance



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