



Funds Transfer Agreement for Relay Calls

The following Terms and Conditions govern any transfer requested. "Account Owner" means any person designated on the account signature card to make withdrawals. "Credit Union" means Elevations Credit Union.

1. Upon the instructions of any Account Owner, the Credit Union is authorized and directed to transfer funds by wire or other means from the account maintained with the Credit Union to any financial institution that may be designated from time to time by an Account Owner. The Credit Union is also authorized to act upon such directions and instructions relating to such transfers, including the cancellation or termination of prior requests for such transfers, as may be provided to the Credit Union from time to time by any such Account Owner. The authority given the Credit Union shall continue and remain in full force and effect until written notice of revocation or amendment thereof has been received by the Credit Union.
2. At the expense and risk of the Account Owner, the Credit Union agrees to transfer funds by wire or other means in the amount and manner indicated at the same time of each transfer request. The Account Owner hereby agrees that the Credit Union shall not be liable for any miscarriage, mistake, or delay on part of any agent or agency selected by the Credit Union for the execution of any transfer or related act, so long as the Credit Union shall have used reasonable care in selecting said agent or agency, and the Account Owner further releases the Credit Union and agrees to indemnify and hold the Credit Union harmless from and against any and all loss, damage, expense or liability caused or occasioned by any act, neglect, or circumstances beyond the immediate control of the Credit Union. The Credit Union shall not be liable for any delay in the transfer resulting from any cause other than the Credit Union's own negligence. The Credit Union's liability in any event shall be limited to refunding any funds which were requested to be transferred and which were actually withdrawn and negligently misdirected until such funds have been repaid to, credited to the account of, or transferred to the proper party on behalf of, the Account Owner. The Credit Union's liability in no event shall include any special, incidental or consequential damages, such as, but not limited to, loss of profits or income, regardless of whether the Credit Union knows or should have known such damages might be incurred.
3. The Credit Union shall not be liable for any transfer made from any account of the Account Owner for the account of the Account Owner or of any third party or for any other act performed by the Credit Union relating to such transfer, if such transfer or related act is instituted by an employee of the Credit Union in the regular course of his or her duties in response to an instruction, written or oral (including telephonic), which such employee reasonably and in good faith believes to be that of an Account Owner. The Credit Union reserves the right to verify any request for a transfer or related act by subsequent telephone calls to the alleged originator of such transfer or other instruction, or by any other means which the Credit Union may deem appropriate. Failure to verify a transfer will not be considered negligence. The Credit Union shall not be liable for its refusal to honor any request for a transfer or related act if the Credit Union in good faith is unable to satisfy itself, in its absolute discretion, that the individual requesting such transfer or related act has the authority to do so.
4. Other than those transfers duly authorized on the Re-occurring wire agreements; promptly upon making any transfer, and in any event not later than the business day next following the day on which such transfer is made, the Credit Union shall mail a confirmation stating the date and amount of the transfer. Promptly upon receipt of such confirmation, the Account Owner will examine it and will immediately notify the Credit Union of any discrepancy or error.
5. The Account Owner agrees that in the event that he or she revokes or cancels any previously issued request for a transfer or other related act, he or she will hold the Credit Union harmless for the amount of the transfer, and for all expenses, costs or other liability incurred by the Credit Union on the account of same.
6. The Account Owner acknowledges that the Credit Union may record telephone calls requesting transfers or otherwise giving instructions with respect thereto and expressly consents to the recordation thereof. The Account Owner further agrees to indemnify and hold the Credit Union harmless from and against any and all liability the Credit Union may incur as a result of such recordation.
7. The Account Owner agrees to pay all charges which the Credit Union may, from time to time, impose for transfers and related acts, and it further agrees to reimburse the Credit Union for any expenses incurred by the Credit Union to initiate or terminate any transfer or related act requested by the Account Owner.
8. This agreement shall be subject to the Rules and Regulations of Elevations Credit Union, and any other agreement between the Account Owner and the Credit Union. The Credit Union reserves the right to amend the terms and conditions of this Agreement, or terminate this Agreement in whole or in part, at any time upon written notice to Account Owner.

I authorize Elevations Credit Union to transfer funds by wire or other means to another financial institution according to my written or oral instructions. The funds transferred are to be withdrawn only from the account number specified. Transfer requests received after 1:00 p.m. may not be processed until the next business day.

I understand that (1) the financial institution receiving a transfer may pay the funds on the basis of the identifying number or account number I give, even if that number identifies a person different from the person I name, and (2) any financial institution involved in the funds transfer process may rely on the identifying number or routing number I give as proper identification, even if that number identifies an institution different from the one identified by name, and (3) Fedwire may be used in the funds transfer process. Regulation J is the law governing Fedwire transactions. I am responsible for supplying the correct information, and the Credit Union shall not be liable for an error on my part. By signing below, I confirm that I have reviewed and agree to all terms and conditions stated on this agreement.

Member Signature

____/____/____
Date

Please fax BOTH PAGES of the completed form to accounting at 303-402-5197