OUTGOING WIRE TRANSFER 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 Northern New Mexico School Employees Federal Credit Union (“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 on this 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 it carries out the written instructions in a reasonable manner. The Credit Union may rely on account numbers or routing numbers that you, as sender, furnish to us or that another institution transmits to us for your benefit. The Credit Union is not obligated to verify that any account or routing number belongs to the entity named in a transfer request. The Credit Union has no obligation to correct erroneous spellings of names or erroneous account numbers in sending or receiving wire transfer proceeds. The Credit Union will not be liable for consequential damages in the event that loss is sustained because it has failed to carry out instructions in a reasonable manner.

The Fedwire System may be used for this wire transfer and are subject to the terms of Federal Reserve Regulation J and Article 4A of the Uniform Commercial Code. If you give the Credit Union a payment order which identifies the beneficiary (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 it 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 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 fees. 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 fees or surcharges imposed by other financial institutions involved in the transfer of the funds. Any additional fees imposed by other financial institutions will be deducted from the principal of the wire.

If you make a payment order that instructs us 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 the Credit Union receives confirmation of the returned funds.

Daily cutoff time is 2:00 p.m. for wire transfers, Monday through Friday on days we are normally open for business. 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.

Your signature, or authorization via email, telephone or internet request authorizes the Credit Union (a) to accept future wire transfer requests in writing or over any telephonic device, or by computer (email or internet) and (b) to 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 email, telephone or internet 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. You have also read, understand, and agree to the terms and conditions as stated above.

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