

WIRE TRANSFER APPLICATION AND INSTRUCTIONS TERMS

1. Your Payment Order. You (customer) authorize us (the Bank) to initiate the funds transfer described on the reverse side. You agree to indemnify, defend and hold us harmless from any claim, action, loss and damage that occurs if your payment order is incomplete, ambiguous or incorrect. If you identify the Beneficiary or the Beneficiary Bank by name and number, payment of your order may be made based on the number alone, even if it identifies a person or bank different from that shown on this form.
2. Payment Date. If we receive your payment order after our processing cutoff hour or on a Saturday, Sunday or holiday, we may process it on our next funds-transfer business day. A delay may occur if an intermediary bank or the Beneficiary Bank is not accepting payment orders (e.g., due to a local holiday).
3. Foreign Transfers. Foreign transfers may be subject to delays, charges imposed by other banks, and changes in foreign currency exchange rates. We may convert foreign currency transfers at our selling rate or the buying rate in effect at the Beneficiary Bank.
4. Cancellation. You do not have a right to cancel or amend your payment order. You agree to indemnify, defend and hold us harmless from all claims, actions, losses and damages, however, if we attempt (successfully or otherwise) to comply with your request to do so.
5. Transaction Record. If your transfer is made from an account with us, it will be reflected on your next periodic statement. You will not receive any other notice from us regarding your transfer.
6. Notifying Us About Problems. You agree to notify us immediately if there is any discrepancy between your statement and this payment order or you discover a problem with your transfer. You must send us a written notice of the problem, including statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date you first discover the problem or receive a statement or notice reflecting the erroneous transfer, whichever occurs first).
7. Limitation on Liability. We will not be liable for consequential, special or exemplary damages or losses of any kind. We will not be liable for any failure to act or delay due to: a lack of sufficient available funds in your account; circumstances beyond our reasonable control; fire, flood, power outages, or natural disasters; communication failures; any inaccuracy or ambiguity in your instructions; the action or inaction of others; or any applicable government or funds-transfer system rule, policy or regulation. If we cannot complete a transfer for any reason, we will attempt to notify you orally or in writing by the end of our next banking day.
8. Payment. You agree to pay us our fund transfer service fee. If you have an account with us, we may charge the transaction and our fee to your account.