#

# WIRE TRANSFER REQUEST

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| --- | --- | --- |
| **Type of Wire Transfer:** | [ ]  **Domestic (US)** | [ ]  **International** |
| **Sender/Requester is:** | [ ]  **A business** | [ ]  **A consumer (individual)** |
| **Primary Purpose of the Wire:** | [ ]  **Business transaction** | [ ]  **Personal, family, or household transaction** |
| ***Note: If all three in the column above are checked, disclosures are required by Reg. E.***  |

|  |  |
| --- | --- |
| **Purpose of Transfer:**       | **Relationship to Beneficiary (payee):**       |
| Branch Name |       | Date/Time Received |       |
| Branch Number |       | Date to Be Sent |   /  /     \***Do not enter date for consumer**  **international wire transfers.**  |
| Accepted By |       | Wire Amount | $      |
| Template # |       | Fee Amount |  Choose an item.  |
| Beneficiary Account Funds (required) | [ ]  Unknown [ ]  U.S. Dollar [ ]  Foreign Currency - type:       |
| **ORIGINATOR INFORMATION** | **BENEFICIARY (PAYEE) INFORMATION** |
| Name |       | Name |       |
| Account # |       | Account # |       |
| Address 1 |       | Address 1 |       |
| Address 2 |       | Address 2 |       |
| City, State, Zip |       | City, State, Zip |       |
| ID Information |       | Country |       |
| Phone Number |       | ID Information |       |
| ASB ABA # | 321370765 | Phone Number |       |
| **BENEFICIARY BANK INFORMATION** | INTERMEDIARY BANK INFORMATION |
| Bank Name |       | Bank Name |       |
| ABA # and/or SWIFT |       | ABA # or SWIFT |       |
| Address 1 |       | Address 1 |       |
| Address 2 |       | Address 2 |       |
| City, State, Zip |       | City, State, Zip |       |
| Country |       | Country |       |
| **ORIGINATOR TO BENEFICIARY INSTRUCTIONS (Maximum 140 Characters)** |
|       |
| **AGREEMENT** |
| By signing below, I/we agree with the terms of the Wire Funds Transfer Agreement on the back of this form and I/we authorize ASB to debit my account noted above (in the Originator Information section) for the amount of this wire and any related wire transfer fees. |
| **🗙** |  |   /  /     |  | **🗙** |  |   /  /     |
| **Originator Signature** |  | **Date** |  | **Originator Signature (if applicable)** |  | **Date** |
|  |
| **FOR BRANCH USE ONLY** |
| [ ]  Notified International Services if customer decided not to proceed with the wire transfer after receiving the Reg. E prepayment disclosure.  |
|  |  |  |
| **Approved By: (Print Name, Sign, Phone/Ext #)** |  | ***Callback Verification With:*** |
| **FOR INTERNATIONAL SERVICES USE ONLY** |
| Entered By: | Verified By: | Reference #: | Date Processed: | Verified With: |

**WIRE FUNDS TRANSFER AGREEMENT**

Requests to transfer funds are generally governed by Uniform Commercial Code – Funds Transfers, Haw. Rev. Stat. Ch. 490:4A. American Savings Bank, F.S.B. is referred to here as “ASB”, "we", "us", or "our,", and the terms "Bank", "Beneficiary", "Funds Transfer", "Funds Transfer Business Day", "Intermediary Bank" and "Payment Order" are used here as they are defined in Ch. 490:4A.

**Fedwire**

Fedwire is the funds transfer system of the U.S. Federal Reserve Bank. While we may select any Intermediary Bank, Funds Transfer System, or other reasonable means of transmittal to send your Payment Order (even if you specify a different method), we may use Fedwire when you send us a Payment Order. Other Banks involved in the Funds Transfer may use Fedwire as well. Any Funds Transfers carried by Fedwire will be governed by Regulation J of the Federal Reserve Board. All Funds Transfers we make will be subject to Federal laws and regulations, ASB’s rules, policies and procedures, laws and regulations of the State of Hawaii, and general banking practice in Hawaii.

**Responsibility**

You are responsible for the contents and accuracy of each Wire Transfer Request sent to or through us. We are not responsible for the detection of errors contained in any request and are entitled to rely on the information provided to us. We, and any other Bank executing a Payment Order, may rely: (a) on the number in the Payment Order that identifies a party, even if it is different from the party named as the Beneficiary; and (b) on the name and number of an Intermediary or Beneficiary Bank named in the transfer instructions, even if the name or number identifies different parties. We and any other Intermediary or Beneficiary Bank have no obligation to determine whether the name and number identify the same persons. You are solely responsible for the contents and accuracy of each Wire Transfer Request sent to or through us, and accordingly agree to sole responsibility for verifying completely the authenticity of the beneficiary (payee) and underlying transaction, and that if you are the victim of fraud due to that reason, that you are solely responsible for the loss you incur.

**Liability**

We shall be liable only for our failure to act to the extent set out in this agreement with you unless otherwise provided by law. We shall not be liable for loss or damage for circumstances beyond our reasonable control, for equipment failure or if you have failed to notify us of any error in any transfer within the period required for prior notice, if any. We shall not be liable for punitive, special, indirect or consequential damages even if we have been advised of such damages. We are not responsible for the fees, offsets, acts, or failure to act of any other person, including without limitation, any Intermediary Bank, our correspondent, any Federal Reserve Bank, the Funds Transfer network, other Banks involved in the transfer, or the ultimate payer Bank (including the failure of the payer Bank to identify or pay the Beneficiary), and by signing on the reverse of this form, you agree to indemnify and hold American Savings Bank harmless for the same. We do not control the fees or collection methodologies of intermediary or beneficiary banks. Intermediary or beneficiary banks sometimes deduct their fees directly from the wire amount.

**Execution**

We reserve the right to reject your Wire Transfer Request. We may reject your Wire Transfer Request if you have insufficient available funds in your account, if your Wire Transfer Request is incomplete or unclear, or if we are unable to or in our sole discretion decide not to fulfill your Wire Transfer Request for any other reason. If we are unable to execute or accept your Wire Transfer Request, we may give you notice of rejection by any means we select, including orally. We are not liable for any rejection, and we are not obligated to pay you interest for any period before you receive the notice of rejection. If we cannot execute a Payment Order because of circumstances beyond our reasonable control, we will, without prior notice to you, execute the Payment Order on the next Business Day, if then possible. If we complete a Payment Order request that results in an overdraft to your account, we may charge you an overdraft fee in effect at that time. If we must refer the collection of the overdraft to an agency, you will be responsible for reasonable fees and costs.

**Cutoff Times**

We have established deadlines or cutoff times on Funds Transfer Business Days for receiving and processing Payment Orders and related communications. The cutoff times may be changed from time to time without prior notice to you and may vary depending upon the branch and type of Payment Order. This means that for same-day Fedwire transactions, amendment or cancellation will not be possible.

**Special Provisions for Consumer and Non-Consumer Domestic Wire Transfers**

You agree (i) to notify us within 14 days after the date of the Wire Transfer Request if you discover an error or if you believe the transaction was unauthorized, and (ii) to waive all claims and rights against us if we do not receive your notice during that period. The cutoff time to cancel or amend a payment order is 2:00 p.m. Hawaii Standard Time on the Funds Transfer Business Day before the Date to be Sent. We have no obligation to cancel or amend a Payment Order after we accept it. We shall not be liable for any reason for failure to amend or cancel a Payment Order we have accepted. You agree to reimburse us for any losses, costs or damages we incur in connection with your request to amend or cancel a Payment Order.

**Special Provisions for Consumer International Wire Transfers**

A consumer international wire transfer of primarily personal, family, or household purposes will also be governed by Regulation E of the Consumer Financial Protection Bureau. The cutoff time to initiate a payment order is 2:00 p.m. Hawaii Standard Time.

**Special Provisions for Non-Consumer International Wire Transfers**

You agree (i) to notify us within 14 days after the date of the Wire Transfer Request if you discover an error or if you believe the transaction was unauthorized, and (ii) to waive all claims and rights against us if we do not receive your notice during that period. The cutoff time to initiate a payment order is 11:00 a.m. Hawaii Standard Time. We have no obligation to cancel or amend a Payment Order after we accept it. We shall not be liable for any reason for failure to amend or cancel a Payment Order we have accepted. You agree to reimburse us for any losses, costs or damages we incur in connection with your request to amend or cancel a Payment Order.

**Did someone ask you to wire money?  Please consider**:

• If you don't know them, don't send the wire.

• If you think you do know them or know on whose behalf they're acting, check their story thoroughly.

• If you receive a wire or get a check with a request to wire back part of the payment, be very cautious, and consider inquiring with law enforcement.

• You are responsible for verifying the authenticity of the person with whom you're dealing.

• In the event that you're the victim of a scam, you will be primarily responsible.