

X	AMERICAN Savings Bank
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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		
Beneficiary Account F	unds (required)	🗆 Unknown	🗆 U.S. [	Dollar	🗆 Fo	reign 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

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By signing below, I confirm the foregoing information, and acknowledge and agree with the following Wire Funds Transfer Agreement. I authorize American Savings Bank to debit my account noted above (in the Originator Information section) for this wire and any related transfer fees.

Date

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Originator	Cignoturo
Originator	Signature

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

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

- If you do not know them or have never met them in person, do not send the wire.
- If you think you do know them or know on whose behalf they are acting, check their story thoroughly.
- If you are being rushed to send funds or told that it is an emergency, slow down and ask questions to verify the legitimacy of the request.
- If you receive funds (by a wire, a check or some other method) 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 are dealing.
- In the event that you are the victim of a scam, you will be primarily responsible.

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 Haw. Rev. Stat. 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 solely 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 (i) sole responsibility for verifying completely the authenticity of the beneficiary (payee) and underlying transaction, (ii) that if you are the victim of fraud due to that reason, that you are solely responsible for the loss you incur, and (iii) that the Payment Order from you to us is irrevocable.

# **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 will deduct unilaterally their fees 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. At your request and for a fee, ASB will initiate a wire recall; however, there's no certainty that the receiving bank will return any wired amount or even respond to the request.

## 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 (a) 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 (b) 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 (a) 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 (b) 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.

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What to do if you think there has been an error or problem:

If you think there has been an error or problem with your remittance transfer:

- Call us during business hours at (808) 627-6900 or toll-free (800) 272-2566; or
- Write us at American Savings Bank, P.O. Box 2300, Honolulu, HI 96804-2300; or
- Send us a secure message.

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

- 1) Your name and address [or telephone number];
- 2) The error or problem with the transfer, and why you believe it is an error or problem;
- 3) The name of the person receiving the funds, and if you know it, his or her telephone number or address; and
- 4) The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three 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.

#### What to do if you want to cancel a remittance transfer:

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at the phone number above within 30 minutes of payment for the transfer.

When you contact us, you must provide us with the information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited to a recipient's account.