



**Capitol  
Federal**

**CONSUMER WIRE TRANSFER SERVICE AGREEMENT**

For use with Genuine and Simple Blue Checking, Money Market, Passcard and Statement Savings products

Customer Information		
<b>Customer Name</b> <input type="text"/>	<b>CIF (Bank provided)</b> <input type="text"/>	<b>Tax ID</b> <input type="text"/>
<b>Street Address</b> <input type="text"/>		<b>Phone</b> <input type="text"/>
<b>City</b> <input type="text"/>	<b>State</b> <input type="text"/>	<b>Zip</b> <input type="text"/> - <input type="text"/>
<b>Account Number(s):</b> <input type="text"/>		

This CONSUMER WIRE TRANSFER SERVICE AGREEMENT ("Agreement") is entered into between Capitol Federal® Savings Bank ("Bank") and  ("Customer") on this  day of , 20 .

The Customer and Bank agree as follows:

**1. Scope of Agreement**

This Agreement governs the Customer's origination and receipt of wire transfers. Wire transfers are generally governed by the Bank's Disclosure & Agreement for Savings and Transaction Accounts ("Account Agreement"), into which this Agreement is incorporated by reference. This Agreement supplements the wire transfer provisions in the Account Agreement, and if there are any conflicts between this Agreement and the Account Agreement, this Agreement shall control to the extent of the inconsistency.

**2. Consumer Accounts**

This Agreement applies only to wire transfers originated from and received in consumer (personal) accounts associated with the Customer's CIF record. Each joint account owner or other person authorized to transact business on such accounts, if any, shall be required to execute a separate Consumer Wire Transfer Service Agreement to make wire transfer requests.

**3. Wire Transfer Requests**

For each wire transfer that the Customer wishes to send, it must make a request for the transfer that is in a form acceptable to the Bank. The Bank will designate the methods by which the Customer may request wire transfers. Methods that are currently available are listed in Schedule A, which is attached to this Agreement and incorporated by reference. The Bank reserves the right to change, discontinue, or add new methods for requesting wire transfers at any time without advance notice to the Customer. Rules governing cutoff times for wire transfer requests are set forth in the Account Agreement. The Bank is not obligated to accept any wire transfer request it receives from the Customer. The Bank shall not be liable for the rejection of any wire transfer request, and shall not be obligated to pay interest to the Customer for the period before it

receives notice of such rejection. See the Account Agreement for provisions governing rejection notices.

#### **4. Processing Wire Transfers**

If the Bank accepts a wire transfer request from the Customer, it shall be authorized to transfer funds in accordance with such request and shall further be entitled to debit the designated account for the payment of the wire transfer and any related fees and charges. The Bank reserves the right to reject a wire transfer request if collected funds are not available. If the Bank executes the wire transfer and collected funds are not available, the Bank may charge additional fees, including overdraft and insufficient funds (NSF) fees. If the Customer fails to pay, the Bank shall be entitled to request cancellation of the wire transfer or undertake any other legal means to collect the amount of the wire transfer and related fees and charges, including exercising the right to set off any of the Customer's accounts. The Bank may exercise this right of setoff, without prior notice to the Customer.

#### **5. Cancellation or Amendment of a Wire Transfer Request**

The Customer has no right to cancel or amend any wire transfer request that has been submitted to the Bank. However, the Bank will use reasonable efforts to act on a cancellation or amendment request if it is received from the Customer in accordance with the Security Procedures set forth in Schedule A. The Bank shall have no liability if a cancellation or amendment request is not effected. Recalled funds will be credited back to the applicable account only after the funds have been returned to the Bank. Moreover, the Customer agrees to reimburse the Bank for any costs (including reasonable attorneys' fees), losses or damages it incurs in connection with any cancellation or amendment request submitted by the Customer.

#### **6. Security Procedures**

The Customer agrees that the security procedures set forth in Schedule A ("Security Procedures") shall be used to verify the authenticity of each wire transfer request and wire transfer cancellation or amendment request the Customer transmits to the Bank. The Customer understands that the Security Procedures are not intended to detect errors (including but not limited to duplicate payments or errors in beneficiary or amount) in the transmission or content of the Customer's wire transfer requests and that the Bank is not obligated to detect such errors. The Customer agrees to keep the Security Procedures confidential and agrees to not disclose them to anyone. The Customer acknowledges and agrees that the Security Procedures are a commercially reasonable method of providing security against unauthorized payment orders. If the Bank is unable to comply with the Security Procedures, the Bank shall not be obligated to send the wire. If the Bank complies with the Security Procedures, the Customer shall be liable for payment of the transferred amount plus any related fees and charges, even if the wire transfer was not actually originated or authorized by the Customer. If the Bank does not follow the Security Procedures, but can prove the wire transfer was originated and authorized by the Customer, the Customer will still be liable for the transfer amount plus any related fees and charges. The Bank has the right to record any telephone call relating to a wire transfer under this Agreement.

#### **7. International Wire Transfers**

- a. **Error Resolution and Cancellation Rights.** Special rules regarding error resolution and cancellation rights may apply if a wire transfer will be received at a location outside of the United States. If these rules apply, a remittance transfer disclosure will be provided by the

Bank at the time the transfer is initiated. To the extent the remittance transfer disclosure is inconsistent with the terms of this Agreement, the remittance transfer disclosure shall control.

- b. **Currency Conversion.** If the Customer submits a US dollar-denominated international wire transfer request, the Bank shall charge the designated account for that amount and then convert the request to the currency of the country in which the beneficiary bank is located at the Bank's buying rate for the foreign currency in effect at that time. If the Customer submits an international wire transfer that is not US dollar-denominated, the Bank will forward the request in the foreign funds amount and calculate the conversion of the foreign funds to US dollars at the Bank's buying rate in effect at that time to charge the designated account. The Bank may choose to send international wire transfer requests through an intermediary or third-party bank and additional time delays and fees may apply. If, for any reason, the wire is returned to the Bank, the Customer will accept the refund in US dollars of the amount of the foreign funds credit, based on the Bank's current buying rate on the date of the refund, less any charges or expenses to the Bank.

## 8. Wire Transfer Notifications

Incoming and outgoing wire transfer notifications may be sent to the Customer; provided, however, that the Bank has no duty to provide notice to the Customer of the receipt of any incoming wire transfer of which the Customer is the beneficiary. No wire transfer notification shall be deemed a privileged communication, despite any notice of the contrary provided on such notification. The Customer agrees to examine any and all wire transfer notifications promptly upon receipt and notify the Bank immediately of any discrepancy between the notification and the Customer's records. The Bank shall not be liable for interest compensation, as provided in Section 9 below, unless the Customer notifies the Bank of the discrepancy within 30 days from the date the Customer receives the notification or the periodic statement showing the transfer, whichever is later.

The Bank may send certain wire transfer notifications by email or text message, and the Customer may provide contact information for such notifications on Schedule B, which is attached to this Agreement and incorporated by reference. The Customer expressly authorizes the Bank and its service providers to contact the Customer for non-marketing purposes, via auto-dialer, pre-recorded messages, SMS text messages, or any other method on any of the mobile phone numbers or email addresses provided by the Customer. The Bank does not charge a fee to send such notices, but message or data charges or rates may be imposed by the wireless carrier, for which the Customer shall be solely responsible.

## 9. Liability

Unless otherwise required by law or this Agreement, the Bank shall be responsible only for performing the wire transfer services as provided by this Agreement and shall be liable only for its gross negligence or willful misconduct in performing those services. If the Bank fails or delays in making a wire transfer pursuant to the Customer's instructions, or if the Bank makes a transfer in an erroneous amount that is less than the amount in the wire transfer request, unless otherwise required by law, the Bank's liability shall be limited to interest on the amount that it failed to timely transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or the Customer canceled the wire transfer request. If the Bank makes a transfer in an erroneous amount that exceeds the amount in the wire transfer request, or permits an unauthorized payment or transfer after having had a reasonable time to act on a notice from the Customer of a possible unauthorized wire transfer request, unless otherwise required by

law, the Bank's liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in Kansas City. EVEN IF LIABILITY IS ESTABLISHED FOR ACTUAL DAMAGES, IN NO EVENT WILL THE BANK OR THE CUSTOMER BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE BANK OR THE CUSTOMER MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS REQUIRED BY APPLICABLE LAW. The Bank shall not be liable for the Customer's attorney fees, except as required by law.

The Bank shall not be liable for rejecting any wire transfer request for which rejection is permitted by law or this Agreement. Further, the Bank shall not be liable for and shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, acts of terror, acts of God, emergency conditions or other conditions beyond the Bank's control, including any error or delay on the part of any third party, including without limitation any Federal Reserve Bank, intermediary bank, beneficiary bank, or beneficiary, none of which shall be deemed our agent, or the act or omission of such a third party. In addition, the Bank shall be excused from failing to execute or delay in executing a wire transfer request if such execution would result in the Bank's exceeding any limitations on its intra-day net funds position established according to Federal Reserve Board guidelines or in its otherwise violating any provision of any risk control program of the Federal Reserve Board or any rule or regulation of any other U.S. government regulatory authority. Except as may be limited by applicable law, the Customer agrees to indemnify and hold the Bank and its officers, directors, employees and agents harmless from and against any and all losses, expenses (including reasonable attorneys' fees), or liability to third parties arising out of, or in connection with, this Agreement or any actions taken by the Bank pursuant to the Customer's instructions, including but not limited to wire transfer requests and wire transfer cancellation or amendment requests.

#### **10. Fees and Charges**

There are service and transaction fees associated with the Bank's wire transfer services, which are set forth on the Service Charge Schedule for the Customer's account(s). Other fees and charges may be disclosed at the time of the transaction. The Bank may deduct any such fees from the Customer's account(s) or from the amount of the wire transfer.

#### **11. Notice**

Unless otherwise provided in this Agreement, all notices permitted or required to be given under this Agreement shall be in writing. Any notice to the Bank shall be addressed to:

Capitol Federal Savings Bank  
Attn: Electronic Payments  
700 S Kansas Ave  
Topeka KS 66603

The Bank shall have a reasonable period of time to act on any notice Customer sends to the Bank. Any notice to the Customer may be sent to the Customer's mailing address or email address on

the Bank's records. Notice sent by the Bank is effective when sent to the last mailing address or email address the Customer has provided to the Bank. If the Bank sends electronic notice, then it does not need to send the Customer duplicate notice by mail.

**12. Amendment, Assignment, and Termination of Agreement**

The Bank shall be entitled to amend the terms of this Agreement and any related fees and charges, or add new terms, fees, and charges, from time to time and at any time without providing advance notice to the Customer unless required by law. The Customer agrees that if it continues to use the wire transfer services or does not terminate this Agreement before the effective date of any such amendment, it shall be deemed to have accepted the amended Agreement. The Customer may amend Schedule B of this Agreement at any time; provided, however, that any such amendment will not be effective until presented in writing to and acted upon by the Bank. The Customer may not assign this Agreement or any of its rights or obligations under it to any other person or entity. The Bank may assign this Agreement and its interest in it to any third party. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to service providers or other third parties. This Agreement is binding upon, and inures to the benefit of, the parties and any permitted successors or assigns. Unless otherwise required by law, the Bank may terminate this Agreement at any time without notice to the Customer. The Customer may terminate this Agreement at any time by giving notice in accordance with Section 11 above. The Bank shall have a reasonable time to process any termination request. Any termination shall not affect the Bank's rights or the Customer's obligations occurring prior to termination, including the Customer's obligations for services provided prior to termination.

**13. Governing Law and Venue**

Governing Law and Venue. Except to the extent federal law controls, including the Federal Reserve Board's Regulation J for wire transfers made through Fedwire, this Agreement and any wire transfers made under it shall be governed by and construed in accordance with the laws of the State of Kansas, including Article 4A of the UCC as adopted by Kansas, without regard to its conflicts of law provisions. The Customer agrees that any claim or dispute arising out of or related to this Agreement must be brought in a court of competent jurisdiction located in Topeka, Shawnee County, Kansas. The Customer further agrees to submit to the personal jurisdiction of such a court for the purpose of litigating all such claims or disputes.

**14. Limitation on Time to Sue**

Any action or proceeding by the Customer to enforce an obligation, duty, or right arising under this Agreement must be commenced within one year after the cause of action accrues, to the extent permitted by applicable law.

**15. Severability**

If any terms of this Agreement are found to be in violation of, or restricted by, applicable laws, those terms will be construed to conform to such law, but the rest of this Agreement will not be affected by such laws, and will remain in full force and effect.

**16. Entire Agreement**

This Agreement, together with the attached Schedules, constitutes the entire agreement between the Customer and the Bank with respect to its subject matter and supersedes all other prior proposals or agreements, either oral or written, between the Customer and the Bank on this subject. If there is a conflict between this Agreement and a statement made by Capitol Federal,

the terms of this Agreement shall prevail.

**17. No Waiver**

The Bank shall not be deemed to have waived any rights or remedies under this Agreement unless such waiver is in writing and signed by an authorized representative. No course of dealing, delay or omission on the Bank's part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other right or remedy. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**18. Headings**

Provision headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**19. Survival**

The provisions of this Agreement regarding the scope of the agreement, Security Procedures, liability, and governing law and venue shall survive the termination of this Agreement.

<input type="text"/>		
<b>Customer Name</b>		
<b>X</b> _____	<input type="text"/>	<input type="text"/>
<b>Customer Authorized Signature</b>	<b>Date Signed</b>	
<b>Notary (required unless document is executed before a bank representative)</b>		
State of _____		
County of _____		
This instrument was acknowledged before me on _____ (date) by _____ (Name of Customer).		
Notary Public Seal: _____		Notary Public: _____
Appointment Expires: _____		

<b>Capitol Federal® Savings Bank</b> (receipt acknowledgement of executed Agreement)		
I acknowledge receipt of this executed Agreement. I identified and authenticated the Customer and witnessed their signature on this Agreement.		
_____	_____/_____/_____	
<b>Bank Employee Signature</b>	<b>Date</b>	
_____	_____	_____
<b>Print Bank Employee Name</b>	<b>PRS</b>	<b>Branch</b>
<b>BRANCH STAFF: Route executed agreement directly to the Electronic Payments dept. via email or interoffice</b>		

<b>BANK USE ONLY</b> (To Be Completed by Electronic Payments) PRS _____ Initials _____
Process Date: ____/____/_____

## **Schedule A - Security Procedures**

The Customer may submit a wire transfer request to the Bank in person or by letter, fax, or secure message. The Bank shall not be obligated to send any wire transfer until all Security Procedures have been complied with. The Bank reserves the right to change, discontinue, or add new methods for requesting wire transfers and accompanying Security Procedures at any time without advance notice to the Customer.

### **Procedures for wire transfer requests submitted in person**

The Customer may make in-person wire transfer requests at any Capitol Federal branch location. Wire transfer requests must be complete and provide all information necessary to execute the requested payment. The authorization for wire transfer form must be signed by the Customer. The Customer's identity shall be verified through photo identification.

### **Procedures for wire transfer requests submitted by letter, fax, or secure message**

The Customer may make wire transfer requests by letter, fax, or secure message. When the wire transfer request is submitted by secure message, it must be submitted through True Blue Online. A wire transfer request submitted by secure message through True Blue Online is subject to the terms and conditions of the True Blue Online Terms and Conditions. The Customer acknowledges that the True Blue Online Terms and Conditions contain terms regarding security features including without limitation the use of unique user IDs and passwords and advanced login authentication. These security features, as may be amended from time to time, are incorporated into this Schedule A by reference and made part of the Security Procedures.

The Customer shall select a unique confidential security phrase ("Security Phrase"). The Customer agrees to take reasonable precautionary measures to keep the Security Phrase confidential. If the Customer suspects that its Security Phrase has been shared or compromised, the Customer will contact the Bank immediately.

When the Bank receives any wire transfer request by letter, fax, or secure message, the Bank will call the Customer using the applicable phone number(s) provided on the Security Phrase form to obtain final confirmation of the request. Final confirmation of the request requires the Customer to provide the Bank with its current Security Phrase. If the Bank is unable to reach the Customer or the Customer fails to provide the correct Security Phrase, the wire transfer request will be rejected by the Bank. The Customer acknowledges that subject to the Bank's sole discretion, the Customer may be required to answer additional security questions during the telephone conversation. Incorrect answers to these questions could result in the wire transfer being refused by the Bank. The Customer acknowledges that such questions are optional and not part of the Security Procedures. The Bank will not be liable for declining to ask such questions before processing any wire transfer request.

If the Customer believes or suspects that its system has been breached or information, including without limitation any user ID, password, or Security Phrase, has been accessed by an unauthorized person, the Customer will verbally notify the Bank immediately at 1-888-8CAPFED or, for hearing disabled customers, TTY service 785-270-6181, followed by written confirmation within 24 hours of the initial verbal notification. The occurrence of such notification will not affect any transfers made in good faith by reasonable time period to prevent unauthorized transfers.

**Schedule B –Wire Transfer Notifications**

Customer Name:

CIF Number:  Re: Agreement Dated:  /  /

**Consumer Wire Transfer Service Agreement Security Phrase Requirements**

- **SECURITY PHRASE IS REQUIRED TO BE EXACTLY TEN (10) CHARACTERS IN LENGTH.**
- **NO SPECIAL CHARACTERS OR SPACES CAN BE USED FOR SECURITY PHRASE.**
- **Security phrase may include words, letters and/or numbers.**
- **Security phrase is not case sensitive.**

Protect your Security Phrase. Do not write it down unless the document can be stored securely and only accessed by you. Do not provide it to any other person. Do not choose obvious phrases such as your name, social security number, address, date of birth, or phrases such as “password” or “wire.”

<b>Security Phrase REQUIRED TO BE EXACTLY 10 CHARACTERS IN LENGTH</b>									
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Phone #1:					Phone #2:				

At least one phone number must be provided for the agreement to be executed.

If the requirements listed above are not met, the Security Phrase will not be established which may result in delayed processing until a suitable Security Phrase can be provided.

**Optional Service:**

Automatic wire transfer notifications can be sent by email for all incoming and/or outgoing wire transfers. Emails will be sent on wire transfers to and/or from account numbers listed below.

<b>Account Number(s):</b>	
Deliver notifications to the following email address(es):	
Email	<input type="text"/>
Email	<input type="text"/>
<b>Use these addresses for the following notifications (default is Both):</b>	
<input type="checkbox"/> Incoming <input type="checkbox"/> Outgoing <input type="checkbox"/> Both Incoming and Outgoing <input type="checkbox"/> Email Notifications Not Requested	

RETURN FORM TO:  
 Capitol Federal@ Savings Bank  
 ATTN: Electronic Payments  
 PO Box 3505  
 Topeka KS 66601-9988

**BRANCH STAFF: Route executed agreement directly to the Electronic Payments dept. via email or interoffice**

<b>BANK USE ONLY</b> (To Be Completed by Electronic Payments) PRS _____ Initials _____ Process Date: ____ / ____ / ____
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