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# Wells Fargo Wire Transfers Terms and Conditions

*WELLS FARGO ONLINE WIRE TRANSFER SERVICE ADDENDUM (“Addendum”)  
TO THE ONLINE ACCESS AGREEMENT (“OAA”) FOR WELLS FARGO ONLINE®  
AND WELLS FARGO BUSINESS ONLINE® SERVICES*

This Addendum is effective **August 20, 2021**





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# 1. Introduction

This Addendum (“Addendum”) and the Wells Fargo Online Access Agreement (“OAA”), together with your Funding Account Agreement (defined below) contain the terms that govern your use of the Wells Fargo Online Wire Transfer Service (the “Service”). “Funding Account Agreement” means the agreement governing the account you use to fund an online wire transfer.

Your enrollment in the Service constitutes your agreement with this Addendum. If we make changes to this Addendum, we will update the Addendum on our website. We will notify you of changes as specified in the OAA. Terms used herein but not defined shall have the meaning assigned to them in the OAA. You may review the OAA at [www.wellsfargo.com/online-banking/online-access-agreement/](http://www.wellsfargo.com/online-banking/online-access-agreement/). In the event of conflict between a provision of this Addendum and any other agreement you may have with Wells Fargo (including without limitation, any Funding Account Agreement), the terms of this Addendum will govern the subject matter of the Online Wire Transfer Service.

You acknowledge that you have read this Addendum and will retain a copy for your records. In this Addendum, the words “you” and “your” refer to you as the person or business entity entering into this Addendum. When you use the Service, you can instruct Wells Fargo Bank, N.A. (“Wells Fargo”) to transfer funds by wire from your funding account, such instruction being an “Order”. The words “you” and “your” also include any user you authorize to use the Service on your behalf. The words “we,” “us,” and “our” refer to Wells Fargo Bank, N.A.

***NOTE: Outgoing Consumer International Wires (as defined below in Section 15.1) are subject to certain protections under federal law which are in addition to the terms set forth in Sections 2 through 14 of this Addendum (in particular, terms relating to liability, disclosures, cancellation rights, and error resolution procedures).***

## 2. Security Procedure

### 2.1. General

You agree to use the security procedure described in this Section (“Security Procedure”) when you initiate an Order online. The purpose of the Security Procedure is to verify the authenticity of an Order delivered to us in your name and not to detect errors in the transmission or content of an Order. You agree the Security Procedure is commercially reasonable and, in view of your requirements, is a satisfactory method of verifying the authenticity of Orders. You agree you are bound by any Order, whether or not authorized, issued in your name and accepted by Wells Fargo in compliance with the Security Procedure.

### 2.2. Online Initiated Orders

For its Security Procedure for online initiated Orders, Wells Fargo leverages and employs the security procedures described in the OAA related to security for Online Financial Services, including specifically the provisions related to password security. When you use the Service, you will use a username and a password, and/or such other security and authentication methods as we may require from time to time. We may require you to answer security questions, use random number generators, or one time passcodes.

### 2.3. Authorized Persons

You understand and agree that the provisions of Section 2(b) of the OAA will apply to the Online Wire Transfer Service. Further, to initiate an Order online, you must be an Owner or Authorized Representative of the account used to fund the online wire transfer. Wells Fargo will be fully protected in relying on your designation as an Owner or Authorized Representative in determining proper access to the Online Wire Transfer Service.

### 3. Reliance on Information Provided; Inconsistency of Name and Number; Complete and Accurate Information

If an Order describes the person to receive the wire transfer (“Beneficiary”) inconsistently by name and account number, the wire transfer may be made on the basis of the account number even if the account number identifies a person different from the Beneficiary. If a wire transfer request describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. You acknowledge that you are responsible for providing Wells Fargo with all information required by the Beneficiary’s bank, including the reason for payment, if required. Sending wires without the required information can cause the wire to be delayed, returned, or assessed additional fees. ***You further acknowledge the Beneficiary account number and Beneficiary’s bank identification number (e.g., IBAN, RTN, IRC, and/or SWIFT BIC) you provide in connection with an Order will be complete and accurate, and you understand you could lose the transfer amount if the information is incorrect.***

### 4. Responsibility of Wells Fargo

Wells Fargo may send an Order by wire, telegraph, telephone, cable, or whatever other transmission method Wells Fargo considers to be reasonable. Wells Fargo may transmit an Order directly to the Beneficiary’s bank, or indirectly to the Beneficiary’s bank through another bank, government agency, or other third party that Wells Fargo considers to be reasonable. Wells Fargo may utilize any reasonably selected funds transfer system or intermediary bank. You acknowledge and agree that your Order will also be governed by the applicable operating rules and other governing documents for the applicable funds transfer system. If there is a conflict between those operating rules and this Addendum, this Addendum will govern.

### 5. Additional Actions by Wells Fargo

Any action Wells Fargo takes to detect an erroneous Order, or any actions Wells Fargo takes beyond those described above in an attempt to detect an unauthorized Order, will be taken at Wells Fargo’s sole discretion. No matter how many times Wells Fargo takes this action, it will not become part of Wells Fargo’s standard procedures for attempting to detect such erroneous or unauthorized Orders, and Wells Fargo will not in any situation be liable for failing to take or to correctly perform the action. ***For additional terms governing Outgoing Consumer International Wires, please see Section 15 below.***

## 6. Liability

Wells Fargo is only responsible for making a good faith effort to execute your Orders and will only be responsible for performing the services specified in this Addendum with ordinary care. Unless prohibited by law, Wells Fargo will only be liable for its negligence or willful misconduct. Wells Fargo will not be liable for any loss or damage due to the method of transmission selected by Wells Fargo, or a third party's, including Beneficiary's bank's failure, delay or error in processing an Order. Wells Fargo will not be liable for any delay or failure to perform if the delay or failure results from any cause beyond its reasonable control. IN NO EVENT WILL WELLS FARGO HAVE ANY LIABILITY FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR IN CONNECTION WITH THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. *For additional terms governing Outgoing Consumer International Wires, please see Section 15 below.*

## 7. Refund

If the Beneficiary's bank does not pay the Beneficiary specified on the Order, a refund will be made only after Wells Fargo has received confirmation of the effective cancellation of the Order and Wells Fargo is in free possession of the funds debited or earmarked in connection with the Order. Any charges assessed by the Beneficiary bank or intermediary bank related to the return will be deducted from any refund. *For refunds of Orders payable in Foreign Currency, please see Section 13, below, for additional information. For additional terms governing Outgoing Consumer International Wires, please see Section 15 below.*

## 8. Failure to Transfer Proper Amount

If Wells Fargo is notified that it did not transfer the full amount stated in an Order, Wells Fargo's sole liability will be to correct the error as required by applicable law. If Wells Fargo executes an instruction in excess of the amount stated in an Order, to the extent that you, as the originator of the Order (the "Originator") do not receive the benefit of the Order, Wells Fargo will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Order instructions. Additionally, Wells Fargo will be liable for the amount of interest the Originator has lost due to the transfer of the excess amount, computed at the then current Federal Funds rate. However, Wells Fargo's liability for loss of interest shall be limited to twenty (20) calendar day's interest. *For additional terms governing Outgoing Consumer International Wires, please see Section 15 below.*

## 9. Indemnification

You agree to indemnify and hold Wells Fargo, its directors, officers, employees and agents harmless from all third party claims, demands, judgments, and expenses (including reasonable attorney's fees) arising out of or in connection with your use of the Service. This indemnification will survive the termination of this Addendum.

## 10. Cancellation and Amendment

Except for the 30 minute cancellation window for Outgoing Consumer International wires set forth in Section 15 below, an Order is final and cannot be canceled or changed by you. However, at your request, Wells Fargo can attempt to cancel or change an Order, but we will not be liable if we are unable to do so. ***For additional terms governing Outgoing Consumer International Wires, please see Section 15 below.***

## 11. Immediately Notify Wells Fargo of Unauthorized Activity or Errors

If you identify any errors in an Order, or unauthorized activity on your funding account, please contact Online Customer Service immediately at **1-800-956-4442**. Wells Fargo will not be responsible for any delays in payment or additional fees caused by your failure to promptly notify us. You will exercise ordinary care to determine whether an Order accepted by Wells Fargo was either erroneous or not authorized. In the event of an erroneous or unauthorized Order, you agree to notify us by the earlier of: (i) 14 days after you receive notice from Wells Fargo that the Order was accepted or (ii) 14 days after you receive notice that your account was debited or credited with respect to the Order. You agree that Wells Fargo is entitled to retain payment for an Order unless you notify us within this 14 day period. ***For additional terms governing Outgoing Consumer International Wires, please see Section 15 below.***

## 12. Fees and Taxes

You agree to pay Wells Fargo's current online wire transfer service fees in the amounts and manner disclosed to you. A copy of Wells Fargo's current fee schedule is also available to you on request. You also agree to pay taxes that are applicable to the Service (exclusive of taxes based on net income of Wells Fargo), as well as any other additional fees that may apply. Additional fees can be charged to the funding account or deducted from the transfer amount, as applicable, and may include, but are not limited to: an additional fee for bank initiated transactions, statement fees, fees assessed by beneficiary and intermediary banks, etc.

## 13. Currency

An Order expressed in U.S. Dollars will be sent in U.S. Dollars. You may request that prior to executing an Order, Wells Fargo convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"). Prior to initiating a wire, you should confirm that your beneficiary can receive the currency you select in your Order. If you do not do so, your Order may be rejected or additional fees and currency conversion charges may apply, if the beneficiary's account is in a different currency.

Wells Fargo makes money when it converts one currency to another currency for you. The exchange rate provided to you is set by Wells Fargo in its sole discretion, and it includes a markup over Wells Fargo's cost of sourcing the relevant currency or currencies. The markup may be based on several factors, including without limitation costs incurred, market risks, services rendered, the client relationship, the transaction and our desired return.

The exchange rate Wells Fargo provides to you may be different from exchange rates you see online, in publications, at other banks or other foreign exchange providers. Also, different customers may receive different exchange rates for transactions that are the same or similar. The exchange rate may depend on the type of transaction being conducted, the dollar amount, type of currency, the date and time of the exchange and/or the factors noted above. The foreign exchange

market is dynamic, so exchange rates can change rapidly. If you delay executing a transaction, the exchange rate may change and could even be significantly different. Wells Fargo reserves the right to refuse to process any request for a foreign exchange transaction.

If the financial institution designated to receive the funds for an Order does not pay the Beneficiary specified in the Order and the Order is payable in a Foreign Currency and the funds are returned to Wells Fargo, you may receive less U.S. dollars than the amount you provided to us. This is because exchange rate applied to the original conversion may differ from the exchange rate applied at the time of the cancellation of the Order when it is converted back to U.S. Dollars. Wells Fargo will not be liable to you for a sum in excess of the value of the Order after it has been converted back to U.S. Dollars at the exchange rate applied by Wells Fargo at the time the cancellation of the Order is confirmed by Wells Fargo.

See [www.wellsfargo.com/help/feedback/](http://www.wellsfargo.com/help/feedback/) for details on how to contact us to report any concerns.

## 14. Governing Law; Rules and Regulations

Our rights and obligations regarding Orders will be governed solely by the OAA, this Addendum, your Funding Account Agreement, and, to the extent applicable, federal law and the state laws governing your account. All Orders will be subject to the rules and regulations of any funds transfer system used by Wells Fargo, as amended from time to time. With respect to Outgoing Consumer International Wires, such a wire is a “remittance transfer” as defined in Regulation E, Subpart B, and will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York’s version of UCC 4A, without regard to its conflict of laws principles.

## 15. Additional Terms Governing Outgoing Consumer International Wires

### 15.1. General

This Section contains additional terms applicable only to Orders initiated by a natural person in the United States to transfer funds to a Beneficiary in a foreign country for personal, family, or household purposes (each, an “Outgoing Consumer International Wire”). This Section does not apply to any Order sent to a Beneficiary in the United States, to any Order initiated by a non-consumer, or to any Order initiated by a consumer for any non-personal, non-family, or non-household purposes. ***In the event of a conflict between a provision in this Section and a provision in the rest of this Addendum, the OAA, or in the agreement governing your funding account, the provision in this Section 15 will control with respect to Outgoing Consumer International Wires.***

### 15.2. Disclosures

Prior to sending an Outgoing Consumer International Wire, Wells Fargo will provide you with certain important disclosures regarding your transaction including, to the extent applicable: the amount that will be transferred to the Beneficiary, a description of any fees and taxes imposed by Wells Fargo, the total amount of the transaction, the exchange rate to be used if applicable, the amount to be transferred, a description of any fees imposed by third parties, and the amount that will be received by the Beneficiary. If you choose to send your Order in Foreign Currency, the amount to be transferred, a description of any fees imposed by third parties, and the amount that will be received by the Beneficiary will be disclosed in the Foreign Currency. Once you complete your transaction, you will receive a receipt that includes the above information, as well as the date of availability (“availability date”), error resolution and cancellation right information and other disclosures.

### **15.3. Liability**

Except as otherwise agreed in writing, Wells Fargo is liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC 4A (except as expressly modified by this Addendum). Except as required by Regulation E, subpart B, Wells Fargo will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed Wells Fargo's agent. IN NO EVENT SHALL WELLS FARGO HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **15.4. Cancellation**

You have a right to cancel an Outgoing Consumer International Wire for a full refund of all amounts paid, including fees, within 30 minutes of completing it. To cancel, either select the available "Cancel" option within the Online Wire Transfer Service, or call the cancellation phone number provided to you on your receipt at the time of your request.

### **15.5. Error Resolution**

In the event that you believe an error has occurred with respect to an Outgoing Consumer International Wire, you must notify Wells Fargo no later than 180 days after the "Availability Date" (the date when funds will be available to the Beneficiary) disclosed to you. You may notify us by calling Wire Transfer Services Team at **1-855-339-6655** or contact your banker. If you fail to notify us within this time period, Wells Fargo will not be liable for any error or loss of interest or any interest equivalent relating to the erroneous transaction.

When you contact us, please tell us: (a) your name, address, and telephone number where we can reach you during business hours; (b) the Beneficiary's name and, if known, his or her telephone number and address; (c) the date, dollar amount and transaction confirmation number of the Outgoing Consumer International Wire; and (d) the error or problem with the wire transfer, and why you believe it is an error or problem.

Wells Fargo will determine whether an error occurred within 90 days after you contact us, and we will correct any error promptly. We will contact you with the results within three business days of completing our investigation and making our determination. If we identify that there was no error, Wells Fargo will send you a written explanation. You may ask for copies of any documentation we used in our investigation. For more information about your error resolution and cancellation rights, you may access [Consumer International Wire Error Resolution and Cancellation Rights \(PDF\)](#).