



HSBC Mastercard[®] Credit Card CARDMEMBER AGREEMENT

1. INTRODUCTION

About your Cardmember Agreement

Your HSBC Credit Card Cardmember **Agreement** is comprised of two parts

Part 1 Terms and Conditions

Part 2 Account Opening Table

Terms used in this Agreement

We, us, and our means HSBC Bank USA, N.A. You and your mean the person who applied for this Account and for whom we opened the Account. You and your also mean anyone who agrees to pay for this Account.

Account means your HSBC Credit Card account.

Agreement means Parts 1 and 2 of this document and any supplements or amendments.

APR or the Annual Percentage Rate is the rate used to calculate interest on the balances on your account.

Balance transfer is a charge to pay an amount you owe on another credit card, or personal loan Account.

Cash advance is a charge to get cash or cash equivalents; such as ATM withdrawal, over the counter checks requested at a branch, and other purchase we define as cash-like (money orders, lottery tickets, casino gaming chips, or similar offline and online lawful betting transactions).

Change in Terms some terms may require 45 days' advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms if your Account has been opened less than one year.

Charge is any amount added to your Account, such as purchases, cash advances, balance transfers, fees and interest charges.

DPR or Daily Percentage Rate is the Annual Percentage Rate divided by 365 days.

Overdraft Protection is a charge made to your Account to transfer an amount to your designated HSBC checking Account when your available balance goes below zero dollars.

Purchase is a charge for goods or services.

2. INFORMATION ABOUT USING YOUR ACCOUNT

Using your Credit Card

You can use your Account in the following ways; only for personal, family or household purposes. You may use the card to make purchases, cash advances, and with checks we provide you for balance transfers or cash advance.

You cannot use your account for illegal purposes.

Promise to Pay

Your promise to pay for all credit we extend, interest charges, other fees or charges, any collection costs and/or attorney fees as allowed by law.

Credit Limit

You will receive a notification that included your credit card and your credit limit information. You can also find your credit limits on your monthly billing statement, mobile, and Internet Banking. We may change or restrict your credit availability at any time. When this occurs, we will notify you via statement message, email, or direct mail.

Declined Transactions

We are not required to honor every transaction. We may decline transactions for any reason, including insufficient available credit; or if the Account is in default, or suspected fraudulent or unlawful activity.

3. PAYMENT INFORMATION

Minimum Payment Due

You agree to pay at least the minimum payment when due.

Minimum Payment: We will calculate the minimum payment as the highest of: 1) \$25 (or total amount you owe if less than \$25); or 2) the sum of 1% of the new balance, the periodic interest charges, and late fees we have billed you on your current statement.

You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

How to make payments

You can pay us by: check, money order, or electronic payment. You authorize us to collect any payment check either electronically or by draft. All payments must be in U.S. dollars, and drawn on a U.S. federally chartered bank.

Payments marked "paid in full" must be sent to the Billing Inquiries address shown on your billing statement.

We may accept and process any payments marked as "paid in full" without losing our rights.

Payments made in accordance with the instructions on the back of your billing statement by the date and time payments are due, we will credit your payment as of the same day it is received.

How we apply payments

Payments are applied to the balances noted on your monthly statement. We apply your Minimum Payment Due to balances with the highest APR; any payment amount in excess of your Minimum Payment Due will be applied to the balances with higher APRs.

4. INTEREST RATES

About your APRs

Your APRs are shown in Part 2 of the Account Opening Table under Interest Rates and Interest Charges.

Variable APR

We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published on the last day of the month in the Money Rates section of *The Wall Street Journal*. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied as of the first day of the billing cycle during which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest rate available.

Penalty APR

Your Penalty APR is shown in Part 2 of the Account Opening Table under Penalty APR and When It Applies

5. INTEREST CHARGES

How Interest Charges are Calculated

We calculate interest using the daily balance method with compounding. This means that interest compounds daily. Your Account has a grace period on purchases. We will not charge you interest on new purchases if you pay your full account balance by the due date each month.

If you do not pay your account balance in full by the payment due date, we will charge interest starting the day you make a purchase. We will begin accruing interest on Balance Transfers and Cash Advances on the transaction date.

How Daily Balance is Determined

To determine your Daily Balance, we:

Take the beginning balance for that day; then Add the Daily Balances for each day of your billing cycle; then divide this total by the number of days in your billing cycle.

HSBC calculates the interest charges for each balance by applying the “daily periodic rate” for that balance to the “daily balance” for the balance. HSBC does this for each day in the billing cycle and sum the resulting interest charges. That gives us the total interest charges for that balance for that billing period.

The “daily periodic rate” is a daily interest rate. The daily periodic rate for a given balance is equal to the APR for that balance divided by 365.

HSBC calculates the “daily balance” for each balance. HSBC takes the beginning amount of that balance for each day. We add any new charges for that day, add any interest on the previous daily balance if there is one in that billing cycle, and subtract any payments or credits. This method gives the “daily balance”.

The addition of the prior day’s interest to the daily balance calculation causes interest to compound daily.

HSBC adds fees that are specific to a particular charge to the same daily balance as that particular charge. HSBC adds all fees to your purchase balance as of the first day of a billing period.

Paying Interest

Refer to Part 2 of the Account Opening Table under *Interest Rates and Interest Charges*

Minimum Interest

Refer to Part 2 of the Account Opening Table under *Interest Rates and Interest Charges*

6. FEES

Refer to Part 2 of the *Account Opening Table* for Fee information. Any fees charges will be included as part of your purchase balance unless otherwise stated.

Annual Fees

If your Account has an annual fee, you agree to pay this fee every year your Account is open. Your monthly billing statement will provide a reminder message a month prior to the annual fee being assessed. Additional Annual Fee information is outlined in Part 2 of this Agreement.

We may reimburse the Annual Fee under the following circumstances; 1) You have not made a transaction, or close your Account within 90 days from the date the fee was assessed; 2) The total balance reflected on your Account is the Annual Fee, and you have not paid the balance within 90 days of the Payment Due Date, we will reverse the fee and close your Account; 3) Account closure prior to the Payment Due Date in the month the fee is assessed, and the Annual Fee is paid we will reimburse the fee. 4) Any changes to the relationship requirements may result in a prorated portion of the Annual Fee being reimbursed.

7. USING YOUR ACCOUNT FOR OVERDRAFT PROTECTION

Your HSBC Credit Card Account may be linked to your eligible HSBC deposit Account for the purpose of Overdraft Protection. This feature will allow funds, if available, to be transferred from this Account to your designated eligible HSBC deposit Account in the event transactions are presented and paid that cause your HSBC deposit Account to be overdrawn. Overdraft transaction APR and Fee information is outlined in Part 2 of this Agreement.

Your Account must have sufficient credit line available to cover the total overdraft and fee amount. We have the right to decline any overdraft transfer if the amount exceeds your available credit line. All overdraft transactions remain subject to the terms of your HSBC deposit account, any related enrollment agreement, and this Agreement.

8. MILITARY LENDING ACT

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit account). To hear this disclosure over the phone, please call our toll-free number, 866.258.9078.

9. OTHER IMPORTANT ACCOUNT INFORMATION

Authorized Users

If you request, we may issue cards to other people that allow access to your Account for other people to use. Authorized users can purchase items, take cash advances and in general use your Account in the same ways as you can.

You are responsible to pay for any use of your Account by an authorized user or anyone else that you permit to use your Account. We may provide information about this Account to credit reporting agencies for both the Account owner and Authorized Users. If you wish to revoke your authorized user access please call us, we may close your Account and open a new Account with a different account number.

HSBC Cash Rewards Mastercard® credit card student Accounts do not qualify for authorized Users.

Charges made in a foreign currency

Transactions made in a foreign currency, will be converted by Mastercard® Currency Converter, into a U.S. dollar amount in accordance with its operating regulations or conversion procedures in effect at the time the transaction is processed. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction or posting date. Mastercard® may change the procedures, from time to time, at its own discretion.

Updating your Account Information

Notify us if you change any of your contact information such as; address, name, email and/or phone number by calling the phone number on your billing statement, or on the back of your credit card.

We may update your billing address if we receive information from USPS that it has changed or is incorrect.

Voice Call/Text Messaging Communications

By providing your phone number(s), you give affiliates, our service providers and us permission to contact you by voice call or via text message (SMS); either using an autodialing system and/or using prerecorded voice. You do not need to agree to receive these calls or texts in order to receive HSBC products or services. You may opt out of receiving autodialed or prerecorded calls or texts. Should you provide a phone number for which you are not the subscriber, you understand and agree that you will indemnify us for any and all costs and expenses incurred as a result of us trying to contact at the number provided. Costs and expenses include reasonable attorney's fees. We may monitor and record calls for training and quality assurance purposes. We may monitor and record calls for training and quality assurance purposes.

Account Closure

You may request to close your Account at any time. HSBC also reserves the right to close your Account based upon how you manage your Account, or for our business needs.

Once your Account is closed, by you or HSBC please destroy all card(s) and any unused checks.

If you are enrolled in a Rewards Program, you will forfeit all your Rewards Program Points earned as of the date the Account is closed.

Account Default

Your Account will be in default if:

- 1) You do not pay at least the minimum due;
- 2) You exceed your credit limit;
- 3) You fail to comply with this Agreement or other Agreements with us;
- 4) You are unwilling to pay your debt with us; or you file for bankruptcy. You are responsible for any costs associated with collection efforts, attorney fees, court costs, and any other costs associated with our right to enforce under this Agreement. HSBC may close your Account due to a default.

Credit Reporting and Sharing Data with Third-Parties

We may obtain and review your credit history from credit reporting agencies and others. We may obtain employment and income data from third parties to assist us in the ongoing administration of your account. We may also provide information about you and your account to credit reporting agencies and third-parties to further administer, manage and collect on your account. And we may provide information to credit reporting agencies and third-parties about this account in the name of an authorized user. If you think we provided incorrect information, write to us and we will investigate.

Changing this Agreement

We may change this Agreement as allowed by applicable law. This may include changing, adding, or removing terms. We may do this in response to legal, business, competitive environment or other reasons not listed here.

We may increase the APR on existing balances in limited circumstances. Changes to some terms may require at least 45 days' advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Account.

Lost or Stolen Card, Account Number or Checks

If your card, Account number, or checks are lost or stolen; or your Account is used without your permission contact us immediately by calling the number on your billing statement or on the back of your card.

Recurring Bill Payments

If you authorize a merchant to charge your Account on a recurring basis, you must notify the merchant when you want to discontinue the recurring payments; if you close your Account; change of Account number; or changes to your cards' expiration date. You are responsible for notification of these changes, and reinstating any recurring authorized transactions.

Account Assignment

We may sell, assign or transfer all or any part of your Agreement and Account without prior notice to you.

Waivers

If we delay or take no action allowed under this Agreement, for any reason, we will not lose or limit any of our rights under this Agreement on any other occasion.

Severability

If a term is found to be invalid under any applicable law, rule or regulation, then all other terms of this Agreement will remain valid.

Applicable Laws

This Agreement is governed by Virginia law (without regard to its conflict of laws principles) and federal law.

We make our credit decisions and extend credit to you under this Agreement from Virginia.

10. ARBITRATION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT WANT DISPUTES TO BE RESOLVED THROUGH ARBITRATION, YOU MUST FOLLOW THE INSTRUCTIONS FOR REJECTING ARBITRATION NOTED BELOW

IF ARBITRATION IS CHOSEN BY ANY PARTY, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO HAVE A CLAIM HEARD IN COURT OR HAVE A JURY TRIAL ON THE CLAIM. IN ADDITION, YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION AS A REPRESENTATIVE OR MEMBER OF A CLASS. ARBITRATION PROCEDURES ARE GENERALLY SIMPLER THAN THE RULES THAT APPLY IN COURT, AND DISCOVERY IS MORE LIMITED. THE ARBITRATOR'S DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

IF YOU ARE COVERED BY THE PROTECTIONS OF THE MILITARY LENDING ACT, THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU.

DEFINITIONS

In this Arbitration provision, “we”, “us” and “our” includes any corporate parents, successors, affiliates, assigns or related persons or entities. This Arbitration provision may also be enforced by any party named as a co-defendant with us in a Claim asserted by you. “Claim” means any past, current or future claim, dispute or controversy, whether known or unknown, arising from or relating to your Account, your application for an account, this Agreement or the relationship between you and us. If you have signed an Overdraft Protection Loan Agreement linking one or more checking accounts to your Account to provide overdraft protection, “Claim” also includes any past, current or future claim, dispute or controversy, whether known or unknown, arising from or relating to the Overdraft Protection Loan Agreement and related linked checking account transactions. “Claims” include any Claims related to advertising, debt collection or credit reporting and any Claim by or against any of our agents or any third parties. “Claims” include but are not limited to initial claims, cross-claims, counterclaims and third-party claims. “Claims” include but are not limited to Claims based in tort, contract, fraud, common law, equity, statutes and regulations of any kind.

CLAIMS SUBJECT TO ARBITRATION

Either you or we may require that any Claim be submitted to arbitration, except that: (1) only a court may decide any dispute about the validity, enforceability or scope of this Arbitration provision; however, any dispute or controversy that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator to decide; and (2) Claim that you or we file in a small claims court or your state’s equivalent court is not subject to arbitration as long as the Claim is an individual Claim pending in that court.

You or we may demand to arbitrate any Claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a Claim, without waiving the right to exercise or enforce those rights.

LIMITATIONS ON ARBITRATION

CLAIMS MAY ONLY BE ARBITRATED ON AN INDIVIDUAL BASIS. CLAIMS MAY NOT BE ARBITRATED ON A CLASS ACTION BASIS, ON A PRIVATE ATTORNEY GENERAL BASIS, ON A REPRESENTATIVE BASIS OR ON BEHALF OF THE GENERAL PUBLIC.

THE ARBITRATOR’S AUTHORITY IS LIMITED TO CLAIMS BY OR AGAINST YOU AND US ALONE. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS YOU AND WE AGREE IN WRITING. THE ARBITRATOR MAY NOT AWARD INJUNCTIVE OR OTHER RELIEF THAT IS FOR THE BENEFIT OF THE GENERAL PUBLIC.

(SEE THE ‘CONTINUATION’ SECTION BELOW FOR SPECIAL PROCEDURES THAT APPLY TO A CLAIM SEEKING PUBLIC INJUNCTIVE RELIEF).

HOW TO START AN ARBITRATION?

To start an arbitration, contact the American Arbitration Association (“AAA”) (1-800-778-7879, (adr.org). AAA will administer the arbitration unless you and we agree in writing to use a different arbitration administrator or a different administrator is appointed by a court.

ARBITRATION PROCEDURES

This Arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”). Virginia law shall apply to the extent state law is relevant under the FAA. The administrator’s rules that are in effect when a Claim is filed will apply unless those rules conflict with this Arbitration provision. The arbitrator will apply applicable substantive law, consistent with the FAA, statutes of limitations and privileges.

The arbitrator will not apply any federal or state rules of civil procedure or evidence. Subject to the Limitations on Arbitration section above, the arbitrator may award any relief available in court on an individual claim consistent with the constitutional standards applicable in judicial proceedings. The arbitration will be confidential, but you may notify any government authority of your claim. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely based on documents, through a telephonic hearing or by an in-person hearing. At any party’s request, the arbitrator will offer a brief written explanation of the award. The arbitrator’s award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration administrator and all parties in writing. The administrator will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to.

Judgment upon any award may be entered in any court with jurisdiction. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to the Arbitration provision. An arbitration award and any judgment confirming it cannot be used in any case or arbitration except to enforce the award. Arbitration hearings will take place by telephone or in the federal judicial district where you live.

ARBITRATION FEES AND COSTS

You will be responsible for paying your share of any arbitration fees (including filing, administrative, arbitrator hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional Arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees.

INSTRUCTIONS FOR REJECTING ARBITRATION

You may reject this Arbitration provision. To do so, you must send a written notice to us stating that you reject arbitration. Your rejection notice must be signed by you and include your name, address and Account number. Your letter notifying us that you reject this Arbitration provision must be postmarked within 60 days of the Account Opening Date. If you do not know your Account Opening Date, please call the number listed on the back of your card to obtain the date.

You must mail your rejection notice to
HSBC Bank USA, N.A.
P.O. Box 9, Buffalo, NY 14240.

This is the only way that you can reject this Arbitration provision. If you reject this Arbitration provision, all other parts of the Agreement will continue to apply. Rejecting this Arbitration provision has no effect on any other agreements.

CONTINUATION

This Arbitration provision will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions of this Arbitration provision will still apply, except that:

- (a) If a court determines that the “Limitations on Arbitration” section above is unenforceable with respect to a Claim that does not seek public injunctive relief and all appeals from that ruling have been exhausted, then this Arbitration provision (other than this sentence) will be null and void in its entirety; and
- (b) If a court determines that the “Limitations on Arbitration” section above is unenforceable with respect to a Claim that seeks public injunctive relief and all appeals from that ruling have been exhausted, then the Claim seeking public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated, in which case the parties will ask the court to stay the claim seeking public injunctive relief until the arbitration award pertaining to individual relief has been entered in court.

11. YOUR BILLING RIGHTS

This section advises you of your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

HSBC Bank USA, N.A.

PO Box 9, Buffalo, NY 14240.

You must notify us of any potential errors in writing, we are not required to investigate any potential errors unless we receive your requests in writing. In your letter, provide the following information, Account number, your name, the dollar amount of the suspected error, along with detailed information about the suspected error.

You must contact us, within 60 days after the error appeared on your statement; or at least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

What Will Happen After We Receive Your Letter

1. When we receive your letter, we must do two things, within 30 days of receiving your letter, we must advise you that we received your letter. We will also advise you if we have already corrected the error. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

2. While we investigate whether or not there has been an error, we cannot try to collect the amount in question, or report your Account as delinquent on that amount. The charge may remain on your statement, and we may continue to charge you interest on that amount. While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

3. After we complete our investigation, one of two things will happen, if we made a mistake you will not have to pay the amount in question or any interest or other fees related to that amount. If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

4. If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must provide you with the information of whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

ACCOUNT OPENING TABLE
HSBC Gold Mastercard® credit card

Interest Rates and Interest Charges	
Annual Percentage Rate ("APR") for Purchases	13.99% to 23.99% , based on your credit worthiness. These APRs will vary with the market based on the Prime Rate.
APR for Balance Transfers	13.99% to 23.99% , based on your credit worthiness. These APRs will vary with the market based on the Prime Rate.
APR for Cash Advances	24.99% This APR will vary with the market, based on the Prime Rate.
Paying Interest	We will not charge interest on new purchases if you pay your previous non-promotional balance, including fees and finance charges, by the due date each month. We will charge interest on cash advances, balance transfers and check transactions on the transaction date. See Section 7 of your Cardmember Agreement for more details.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	None
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Check • Cash Advance • Overdraft Transaction 	Either \$10 or 4% , whichever is greater, will apply on each balance transfer. Either \$10 or 4% , whichever is greater, will apply on each check written for purposes other than a balance transfer. Either \$10 or 5% whichever is greater, will apply on each cash advance transaction. Either \$10 or 5% whichever is greater, will apply on the overdraft amount.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Return Payment 	\$0 for first missed payment within a 12 month* calendar year. After that, up to \$39 Up to \$39

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your Cardmember Agreement for more details.

Loss of Introductory APRs: We may end your Introductory APRs and apply the Standard APR if you make a late payment that is more than 60 days late.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement Part 1 of 2.

Prime Rate: Variable APRs are based on the 3.25% Prime Rate as of 09/01/2021.

*Calendar year commences on January 1 and ends on December 31.

How We Calculate Your Variable Rates: Your APRs are equal to the U.S. Prime Rate plus the following Spreads: Purchase APR: 10.74% to 20.74%; Balance Transfer APR: 10.74% to 20.74%; Cash Advance APR: 21.74%.

Daily Periodic Rates Used to Calculate Your Interest: Purchase DPR: 0.03833% to 0.06573%, Balance Transfer DPR: 0.03833% to 0.06573%; Cash Advance DPR: 0.06847%.