# Welcome.



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# HSBC Fusion BusinessCard credit card

# Program Rules Rewards Brochure





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This brochure is effective December 1, 2022 and replaces all prior brochures. To the extent there is a conflict between this brochure and any other disclosure, program description or advertising by any party, this brochure will control.

This brochure is for informational purposes and does not represent a contract or other agreement. Please review carefully.

# HSBC BusinessCard Rewards Program

### **Program Rules**

The HSBC BusinessCard Rewards Program Rules ("Program Rules") apply to the HSBC Mastercard® BusinessCard credit card ("BusinessCard" or "Account") issued by HSBC Bank USA, N.A. ("HSBC Bank"). Engage People Inc. ("Engage") is the Rewards Program Administrator ("Program Administrator"). Priceline.com ("Priceline") is the Travel Provider.

#### Overview

As a holder of the HSBC Mastercard® BusinessCard credit card ("Customer"), you are enrolled in the HSBC BusinessCard Rewards Program (also referred to as the "Program"). Participation in the Program gives you the opportunity to enjoy all the benefits of the HSBC Mastercard® BusinessCard, including HSBC BusinessCard Rewards Program Points ("Points"). With this benefit you will earn one and one half (1.5) Points for every dollar charged in new purchases (minus returns, credits and adjustments) using your HSBC Mastercard® BusinessCard (see "Points Accumulation" for details). You may choose to use your Points towards available redemption options described in these Program Rules, see Redemptions for more details:

- Cash
- Travel
- Gift Cards/eGift Cards
- Charity
- Merchandise Items

For your convenience, HSBC Bank maintains a Rewards Department to answer questions about the Program. Representatives will also assist you in redeeming your Points towards available redemption options. To contact the HSBC Rewards Department, call 1-833-722-4722, or call from anywhere in the world at 1-716-841-7855.

Following are important rules that apply to the Program. Please read these Program Rules, and save them and any amendments or supplements for future reference (See "Changes" under "Other Important Information" for details).

Each time you access and use the HSBC Rewards site, you agree to these Program Rules, the general provisions of this Agreement and HSBC's and Engage's privacy statements located at, respectively, <a href="https://www.us.hsbc.com/online-privacy-statement/">www.us.hsbc.com/online-privacy-statement/</a> and <a href="https://www.us.hsbc.com/privacy">www.us.hsbc.com/online-privacy-statement/</a> and <a href="https://www.us.hsbc.com/privacy">www.us.hsbc.com/online-privacy-statement/</a> and <a href="https://www.us.hsbc.com/privacy">www.us.hsbc.com/online-privacy-statement/</a> and <a href="https://www.us.hsbc.com/privacy">www.us.hsbc.com/privacy</a>, which form a part of this Agreement.

#### **Participation**

The Program and its benefits are offered at the sole discretion of HSBC Bank. HSBC reserves the right to disqualify any Accountholder and/or person from the Program if, in HSBC's sole judgment, that Accountholder or other person named on the Account has violated any of these Program Rules. Disqualification may result in termination of an individual or Accountholder's participation in the Program, termination of the participation in the Program of others named on the Account and loss of any or all accumulated Points.

In a consolidated pay option arrangement, the Accountholder is the Primary Applicant for the Account. Authorized users in a consolidated pay option account are not considered Accountholders for purposes of these Program Rules.

#### **Good Standing**

Your Account is in good standing as long as you fully comply with the terms and conditions in your client Agreement and Account Opening Table, as well as the terms of these Program Rules. You may not redeem Points if your Account is in default under the most current terms and conditions of the HSBC client Agreement and Account Opening Table provided by HSBC Bank or you take any action inconsistent with these Program Rules. This includes any amendments that may have been made to such terms and conditions after your Account was opened.

#### Points Accumulation

The Program currently provides 1.5 Points for every dollar charged in new purchases (minus returns, credits and adjustments) to your HSBC Mastercard® BusinessCard®. Net retail purchases include all purchases you and any authorized user(s) on your Account make for business purposes with your HSBC Mastercard® BusinessCard, less refunds, returns, credits, and plus or minus any adjustments to your Account. Net purchases are calculated to the nearest cent. Points from eligible purchases will be accumulated at the time the purchase is posted to your Account and will be available in your Account within 1-2 billing cycles (see "Eligible Purchases" and "Transactions Not Eligible for Points Accumulation" for details).

For consolidated pay option accounts, Points, including any Bonus Points, from all subsidiary accounts will be the property of the Accountholder. There is no limit to the number of Points that can be earned in a billing cycle. For individual billing accounts, Points, including any Bonus Points, will be accumulated on each individual billing account. Only the individual Accountholder is eligible to redeem Points.

You must activate your HSBC Mastercard® BusinessCard to earn Points. There is no annual limit on the amount of Points that can be accumulated in an Account Year (each 12-month period). Points accumulation will start from the first day in the billing cycle in which the Customer enrolled in the Program.

From time to time, you may be offered special promotions that give you additional opportunities to earn Points ("Bonus Points") in other ways than described above. Promotional offers may limit the amount of Bonus Points earned.

Any transactions made with your HSBC Mastercard® BusinessCard credit card in a currency other than U.S. dollars will be converted to U.S. dollars before calculating earned Points.

Your Points cannot be applied as payment or to the balance of your Account, except as specified in the section entitled "Redemptions". If you redeem your Points for a statement credit to your credit card Account, the statement credit can reduce your balance but you are still required to make your minimum payment. HSBC Bank reserves the right to change or terminate Points accumulation at any time without prior notice to the Customer (see "Other Important Information" for details).

#### Points Duration

Unless used or terminated under these Program Rules, Points do not expire.

If HSBC Bank closes your Account due to inactivity, all of your accumulated Points are immediately forfeited and will not be available for redemption, unless otherwise disclosed.

If you close your Account or if you are no longer an HSBC Mastercard® BusinessCard customer, all of your accumulated Points will be forfeited immediately and will not be available for redemption, unless otherwise disclosed.

If your Account is closed by HSBC Bank because it is not in Good Standing, all of your Points will be forfeited immediately and will not be available for redemption (see "Good Standing" for details).

If HSBC Bank terminates the Program and your Account is in Good Standing, you will have a reasonable period of time to redeem accumulated Points (and in any event no more than 365 days) from the date the Program termination is announced.

If you are no longer an HSBC customer, you are no longer eligible for this Program. At such time as you become ineligible, your Account will be closed and your Points will be forfeited, unless otherwise disclosed.

#### **Points Combination**

Points from multiple HSBC Rewards Programs or other accounts issued by HSBC Bank may not be combined or pooled for redemption. When redeeming Points, you may use Points from only one HSBC Rewards Program Account for redemption. Any person whose name is included on the HSBC Rewards Program account may redeem Points. HSBC Bank is not responsible and bears no liability for disagreements between participants concerning use of Points accumulated in an HSBC Rewards Program account.

#### **Points Transfer to Other Parties**

Points may not be transferred to others for redemption. Points are not the property of the participant in the Program. Points may not be brokered, bartered or sold, and may not be transferred as part of a domestic relations matter.

#### Tax Liability

As the primary holder of the HSBC Mastercard® BusinessCard credit card Account, you are solely responsible for the determination and payment of income or other tax liability related to participation in this Program. HSBC Bank does not make any representations as to the Program participants' current or future tax consequences as a result of the credit, transfer, use, redemption, termination or disposition of Points.

#### Purchases Eligible to Earn Points

Your HSBC Mastercard® BusinessCard purchases are eligible for Points if they are made for business purposes only. You may make eligible purchases anywhere your HSBC Mastercard® BusinessCard credit card is accepted.

#### Transactions Not Eligible for Points Accumulation

Any Points accumulated through purchases for business or commercial use are subject to forfeiture. Other purchases and transactions not eligible for Points accumulation include:

- Purchases that are returned or are to be credited to your Account.
- Cash Advances.
- Checks.
- Automated Teller Machine (ATM) withdrawals.
- Interest charges, Finance charges, fees and certain other non-product/service transactions.
- Balance Transfers.
- Overdrafts.

- Money Transfers
- Quasi-Cash
- Truck Stop Transactions
- Betting (including Lottery, Gaming Chips, Track Wagers)
- Person-to-Person Transactions through Cash Apps (Zelle, Venmo, Cash App and similar)

#### Statements

Your HSBC Rewards Points balance is displayed on your monthly periodic billing statement, which will reflect any Points posted as of the date your statement was produced.

If there is no activity and no balance on your HSBC Mastercard® BusinessCard Account, you will not receive a monthly periodic billing statement and you may not receive information concerning your accumulated Points. If you have questions about your Points or redemption levels, or to obtain current Program information, please contact our HSBC Rewards Department at 1-833-722-4722 or visit us online by logging into your Evolve Account at evolve.us.hsbc.com. You may also write to the HSBC Rewards Customer Care Department, P.O. Box 9, Buffalo, NY 14240. Information about an HSBC Mastercard® BusinessCard or Program will only be provided to persons named on the Account. If you have any questions regarding your HSBC Mastercard® BusinessCard, contact HSBC Bank at 1-833-722-4722.

# Redemptions

You can redeem your Points for available redemption options stated below and at any time consistent with these Program Rules. Points cannot be offset against the Customer's Account obligations to HSBC Bank.

HSBC Bank reserves the right to increase or decrease required Point redemption amounts at any time without prior notice to the Customer. To view the latest redemption options and Point redemption amounts, as well as to redeem your points, please call the HSBC Rewards Department at 1-833-722-4722 or log in to your Rewards Account at rewards.us.hsbc.com.

Gift Cards and eGift Cards will have terms and conditions, and you must use the Gift Cards or eGift Cards according to their restrictions, limitations and/or blackout periods (see "Points Redemption for Gift Cards/eGift Cards" for details).

For travel-related options, you will be responsible for making reservations according to applicable terms and conditions. Except as specified below or on a Gift Card or eGift Card, redemption options have no cash or other value and may not be combined with other redemption options, offers or discounts.

# Points Redemption for Cash (You have three (3) redemption options)

#### (Pay with Rewards)

To offset a purchase by redeeming for a statement credit through Pay with Rewards, the purchase must appear on your transaction history within the last 90 days on the Pay with Rewards page of the HSBC Rewards site. The statement credit will be applied to your HSBC Mastercard® BusinessCard Account. You may redeem Points for the full amount of your eligible purchase. Point redemptions are reflected as soon as the next business day in your HSBC Rewards Account and, on a monthly basis, as credits on your monthly credit card statement. There is no annual or lifetime maximum on the amount of statement credits that can be applied to your Account. Any request for statement credit redemption is final and cannot be revoked.

Note: An "ineligible purchase" means cash advances, interest and financing charges, fees, credit or debit adjustments and any amount other than purchases that may be charged to your Account with your card or checks. There must be sufficient points available in the HSBC Rewards account at the time of purchase authorization for a purchase to be eligible for Pay with Rewards. We may establish other qualifying and non-qualifying transactions from time to time. Point redemptions through Pay with Rewards do not count towards your monthly minimum payment on your HSBC Mastercard® BusinessCard Account. You are responsible for paying the minimum amount which appears on your monthly Account statement.

#### (Statement Credit)

If you redeem for a statement credit, it will be applied to your HSBC Mastercard® BusinessCard Account. There is no annual or lifetime maximum on the amount of statement credits that can be applied to your Account. Any request for statement credit redemption is final and cannot be revoked.

### (Direct Deposit)

If you select cash back as a direct deposit, only HSBC Bank USA, N.A. business checking and savings accounts in your business' name are eligible. Ineligible HSBC deposit accounts include, but are not limited to, Certificates of Deposit, consumer deposit accounts, fiduciary accounts, and special purpose accounts. For the latest Terms & Conditions and eligibility details, call or visit us online.

Deposit products are offered in the U.S. by HSBC Bank USA, N.A. Member FDIC.

# Points Redemption for Travel

HSBC Travel is operated in conjunction with Priceline ("Travel Provider"), an independent third-party provider under contract with Engage ("Program Administrator") to provide travel services for HSBC Bank. HSBC Travel enables Customers to shop for and book Travel related services such as airfare, hotel, car rental and related Travel activities ("Bookings"). Bookings are available from select suppliers directly on the Site and processed by Priceline. All Bookings are subject to availability.

Travel transactions made through HSBC Travel will be governed by this Agreement and Priceline's Terms and Conditions and Privacy Policy (found, respectively, by logging into your HSBC Rewards account at <a href="use-nt-number-16">us.hsbc.com</a> and at <a href="www.priceline.com/privacy">www.priceline.com/privacy</a>). Accordingly, prior to concluding a transaction through HSBC Travel, you will be prompted to accept Priceline's Terms and Conditions and Privacy Policy and must do so to conclude your HSBC Travel transaction. Neither HSBC Bank nor the Program Administrator will be a party to any such transactions entered into between you and the Travel Provider; thus, you must direct your comments, complaints or inquiries regarding any such transactions to the Travel Provider. Neither HSBC nor the Program Administrator has control over, and neither assumes responsibility for, the Travel Provider's policies or practices or the content and services offered on and through its website. BY ACCESSING AND USING HSBC TRAVEL, YOU EXPRESSLY RELEASE HSBC BANK AND THE PROGRAM ADMINISTRATOR FROM ANY AND ALL LIABILITY ARISING FROM ACCESS AND USE OF HSBC TRAVEL AND/OR TRAVEL PROVIDER'S WEBSITE INCLUDING LIABILITY IN RESPECT OF YOUR TRANSACTIONS THEREON, TRAVEL PROVIDER'S SERVICES, AND THE CONTENT DISPLAYED AND/OR DISTRIBUTED BY TRAVEL PROVIDER. All questions related to Bookings made via HSBC Travel must be addressed directly with the Travel Provider. Instructions on how to make a Booking can be found in the HSBC Rewards FAQ.

The number of Points available in your Account for redemption, together with their corresponding value in US dollars, will be displayed on your screen while you are shopping on the HSBC Travel website; however, YOU MUST PAY FOR YOUR PURCHASE OF EACH TRAVEL BOOKING USING YOUR ELIGIBLE HSBC CREDIT CARD. The value of the Points you choose to redeem towards your purchase will be credited to your Account as a statement credit. Accordingly, at checkout, you will be provided with the total purchase price of your Booking (including applicable fees, taxes and shipping charges) and prompted to choose the number of Points you want to redeem towards your purchase (you may redeem Points for between 0 and 100 percent of your purchase), although payment must be made in full with your eligible HSBC credit card. The amount of Points you redeem will be deducted from your Account upon payment at checkout.

Please note: Your ability to pay for a Booking will be limited by the available credit on your HSBC credit card regardless of the number of Points in your Account. Any fees or charges above and beyond the value of the Points redeemed by you at check-out will be your responsibility and charged to your HSBC credit card, and no statement credit will be provided to you for such fees and charges.

Within 48-72 hours of your purchase you will receive a credit on your HSBC credit card statement reflecting the value of the Points you redeemed.

There is currently no ticketing fee associated with booking reward Travel through the Travel Provider's website. A \$30 Travel Booking Fee applies to each travel category booked by telephone agent with the Travel Provider (e.g. a booking made by telephone consisting of (1) air tickets, (2) hotel rooms, and (3) car rental would result in a \$90 Travel Booking Fee). Any reservation changes made by telephone agent will incur a \$30 Reservation Change Fee.

Customer is responsible for all airline-related fees which include but are not limited to facility charges, segment fees, ticketing, taxes, customs, baggage, security, fuel surcharges and other government imposed fees; and any expedites, special requests and exceptions.

Customer should reconfirm flight reservations at least 24 hours prior to departure. Customer must have valid Government-issued ID for airport check-in. Additional identification may be required for travel outside of the United States and is the Customer's responsibility. Customer is also fully responsible for verifying all safety and security conditions for each destination selected. Airline ticket must be issued at the time of booking. Airline tickets cannot be redeemed for cash and have no cash value.

Customer is responsible for reading, accepting and adhering to terms and conditions for airline ticket, hotel, and car rental at time of booking through HSBC Travel.

HSBC Bank, the Program Administrator, the Travel Provider and their affiliates are not responsible for the performance of airlines or any provider of service, including but not limited to delivery, bankruptcy, changes, etc., for any service under this Program. In the event that an airline ceases flying and tickets sold for future travel are not picked up and honored by other airlines, the tickets will not be refunded by HSBC Bank, the Program Administrator, the Travel Provider or their affiliates. In this situation, there will also be no Rewards Points credits granted.

All reservations and air ticketing are subject to the conditions of carriage of the party providing the transportation, including exclusions and limitations of liability. Additional restrictions may apply.

No cash or credit will be given for any unused portion of the ticket.

#### Booking Confirmation, Fulfillment and Inquiries

The Travel Provider will send you an automated notification email for every completed Booking. All airline ticket travel issued through the Travel Provider will be issued as E-tickets. If you do not receive a confirmation email for Booking information within 24 hours, please contact Priceline at 1.877.477.7441. You will receive an email confirmation from noreply@mail.rewards.us.hsbc.com showing the number of Points you redeemed for any Booking you made. You may also receive an email confirmation and/or Booking instructions directly from the supplier for your Booking. The email confirmations should be printed and saved for your records. Although you will pay for your Bookings through the Site, all Bookings will be handled directly by the Travel Provider. Neither HSBC nor Program Administrator will be responsible for any delays or issues in Bookings.

You must contact Priceline directly with any inquiries you may have about the Bookings you make through HSBC Rewards Travel, including if the Booking is unsatisfactory or not provided to you on time or at all, by contacting Priceline at 1.877.477.7441. If your inquiry is in regard to a specific Booking, you may call Priceline using the telephone number shown in your Booking confirmation.

#### Cancellations, Changes, and Refunds for Online Travel Rewards

All cancellations, changes and refunds are handled by the Travel Provider. The Travel Provider's cancellation/refund policy shall govern these requests. Restrictions and limitations may apply. The cancellation policy is displayed during your check-out process and on your Booking confirmation. IF THE SUPPLIER AGREES TO REFUND YOUR BOOKING, YOU WILL RECEIVE THE FULL AMOUNT OF THE PURCHASE PRICE (WHICH WILL INCLUDE APPLICABLE FEES, TAXES AND SHIPPING CHARGES BUT WILL BE REDUCED BY ANY APPLICABLE CANCELLATION OR REFUND FEES) AS A CREDIT ON THE HSBC CREDIT CARD YOU USED TO MAKE YOUR PURCHASE. YOUR POINTS ACCOUNT WILL NOT BE CREDITED WITH ANY POINTS REGARDLESS OF THE NUMBER OF POINTS REDEEMED BY YOU TOWARDS SUCH BOOKING. You should receive such credit within 48-72 hours of receiving confirmation from the Travel Provider that you are entitled to a refund.

### Points Redemption for Gift Cards/eGift Cards

View the latest redemption options by logging into your Rewards Account at <a href="rewards.us.hsbc.com">rewards.us.hsbc.com</a> or by calling the HSBC Rewards Department at 1-833-722-4722.

- Certain Gift Cards/eGift Cards may require a minimum purchase from the participating merchant.
- Gift Cards/eGift Cards are not exchangeable, refundable, or redeemable for cash or credit under any circumstances and are not replaceable in the event of loss, destruction after issuance or expired (if applicable).
- Gift Cards/eGift Cards are void if altered or where prohibited by law. The Gift Card/eGift Cards must be presented in its original form for exchange requests. The Gift Card/eGift Cards cannot be damaged or altered in any way.
- Gift Cards/eGift Cards can be discontinued at any time, without advance notice.
- NOTE: Complete Reward restrictions are listed on the back of the Gift Cards/eGift Cards. For specific details prior to redemption option order, including certificate expiration date, if applicable, call the HSBC Rewards Department at 1-833-722-4722.
- If you plan to travel and have a question about the use of a Gift Card/eGift Cards outside of the United States, we recommend contacting the merchant directly.

Gift Card/eGift Card merchants are in no way affiliated with HSBC Bank, nor are merchants considered sponsors or co-sponsors of this Program. Use of merchant names and/or logos are by permission of each respective merchant and all trademarks are the property of their respective owners. Terms and conditions are applied to Gift Cards/eGift Cards which can be found for each merchant in the online rewards catalog. Please see the merchant's Gift Cards/eGift Cards website for additional terms and conditions, which are subject to change at merchant's sole discretion, if permitted by law.

# Points Redemption for Charity

View the latest redemption options by logging into your Rewards Account at <a href="rewards.us.hsbc.com">rewards.us.hsbc.com</a> or by calling the HSBC Rewards Department at 1-833-722-4722.

Customers can redeem Points for a CharityChoice Gift Card, which allows you to donate the value of the Gift Card to one of over 1,000 major charitable organizations.

#### Terms & Conditions for the CharityChoice Card

Not redeemable for cash or merchandise. Never expires. CharityChoice Gift Cards is a project of Special Kids Fund (501c3, EIN 58-2550249). Special Kids Fund receives a modest 10% admin fee, which is deducted prior to the quarterly allocation of the funds to the charities. Funds are distributed to each of the designated charities in one payment, as a bulk allocation. Keep confirmation of your charity designation and verification of your order from your rewards program for your records. Ask your tax advisor as to your eligibility for a tax deduction.

Participating charitable organizations are in no way affiliated with HSBC Bank, nor are they considered sponsors or co-sponsors of the Program. Use of charitable organization names and/or logos are by permission of each respective charitable organization and all trademarks are the property of their respective owners.

# Points Redemption via Amazon Shop with Points

Customers with a physical US address can redeem Points through Amazon Shop with Points. Terms and conditions applicable to redeeming your HSBC Rewards Points through Amazon Shop with Points can be found at <a href="https://www.amazon.com/hsbcreward">www.amazon.com/hsbcreward</a>.

# Points Redemption for Merchandise

View the latest redemption options by logging into your Rewards Account at <a href="rewards.us.hsbc.com">rewards.us.hsbc.com</a> or by calling the HSBC Rewards Department at 1-833-722-4722.

All merchandise is subject to limited availability, and to the terms, conditions and restrictions imposed by suppliers. New items may replace certain selections, and certain items may be discontinued at any given time. Merchandise shown in the online rewards catalog may not necessarily reflect exact colors or models of actual redemption options. The Customer will be notified if an ordered merchandise item or Gift Card has been discontinued,

All merchandise is manufactured by independent suppliers, who may or may not issue standard warranties for their merchandise. Merchandise available in the Program may require assembly and/or batteries. Installation of merchandise is not included (unless indicated in the redemption option descriptions). Some merchandise items may require that the Customer provide, or arrange to provide, assistance when unloading. In case of items requiring truck delivery, the Customer should notify the supplier to determine the scheduled delivery date. If the Customer order consists of multiple items, please be advised that all items may not be delivered at the same time.

#### Shipping Charges and Delivery

When applicable, Rewards will be sent by First Class Mail, UPS or other carrier to the Customer's billing address or other address specified by the Customer. Deliveries cannot be made to rural routes. Gift Cards can be delivered to post office boxes but only select other redemption options may be eligible for post office delivery to military addresses, FPO, APO or to post office boxes. Only Gift Cards, but not Merchandise, can be delivered to a Post Office Box. Large products typically are shipped via common carrier truck lines that provide curbside delivery only. Shipping time will depend on the redemption option requested and generally takes seven (7) to ten (10) business days after HSBC Bank receives, verifies and processes the Customer's request. eGift Cards will be sent to the Customers within approximately twenty-four (24) hours after receipt of order. We will attempt to notify you if your items cannot be shipped within these time periods. Delivery dates are not guaranteed although orders made after December 1 are not likely to be delivered in time for the holidays. To obtain more specific shipping information and delivery times, simply check online or contact our Rewards Department. HSBC Bank, the Program Administrator, and their affiliates are not responsible for merchandise items that are lost, stolen or destroyed. Normal shipping charges from point of origin to point of delivery are prepaid. In the event that a shipment is sent in error, the Customer should pay and provide a copy of the paid receipt, to HSBC Bank for reimbursement. If a Customer returns an item that is not damaged or defective, shipping costs for merchandise items are the responsibility of the Customer.

HSBC Bank and the Program Administrator reserve the right, in their discretion, to refuse to ship items purchased through the Program to certain addresses. In the event that we choose not to ship an item to you, we will attempt to notify you by email and the total amount of Points charged will be credited back to your Account.

# Incorrect or Damaged Goods

Most deliveries occur without damage; however, in the rare event the Customer should find damage or receive an incorrect item, THE CUSTOMER SHOULD CONTACT HSBC REWARDS DEPARTMENT AT **1-833-722-4722** IMMEDIATELY. ALL DAMAGE MUST BE REPORTED WITHIN 24 HOURS OF DELIVERY, REGARDLESS OF DELIVERY METHOD. ANY AND ALL DAMAGE SHOULD BE NOTED ON ALL COPIES OF THE DELIVERY RECEIPT. FAILURE TO DO SO MAY VOID ANY AND ALL CLAIMS WHICH COULD AFFECT THE REPLACEMENT OF MERCHANDISE, REFUND OR CREDIT. REPLACEMENT ORDERS FOR INCORRECT OR DAMAGED MERCHANDISE WILL BE PROCESSED IMMEDIATELY UPON RETURN RECEIPT OF THE ORIGINAL MERCHANDISE.

#### **Return Policy**

If your item is defective or damaged when delivered to you, or if an incorrect item is delivered to you, please notify us within seven (7) calendar days of such delivery and we will accept its return. You must return the item with its original packaging, together with all original manuals, cords, and accessories. If you otherwise are not satisfied with your product, please notify us within fourteen (14) calendar days of delivery and we will accept its return. You must return the item, in its original packaging, together with all original manuals, cords, and accessories. In the event that a returned order is missing original materials, in our sole discretion, we may choose to reject the return or deduct the value of the missing materials from the total Points refund amount. For defective items or incorrect shipments, the return shipping charges will be covered by HSBC. Otherwise, return shipping charges are your responsibility and will be calculated depending on the size and weight of the Merchandise and your location. If the item is defective and you want to return it more than seven (7) calendar days after delivery, please contact the manufacturer directly

for repair or replacement under warranty. You may also contact us if you require any further assistance with the return of your product. Apple product purchases are final and cannot be returned. For any and all Apple product defects, you must contact Apple Care or visit an Apple store for assistance.

PLEASE NOTE THAT THESE ITEMS CANNOT BE RETURNED: All gift cards, Apple products, jewelry, watches, sunglasses, cosmetics, health and personal care items (e.g., razors, shavers, epilators, flat irons, curlers, massagers, toothbrushes, shower heads), baby products (e.g., car seats, strollers containing car seats, diapers, breast pumps), perishable goods, Soda Stream machines, hazardous goods, barbecues, bedding, pillows, sheets, books, motorized vehicles, phones, headphones, clothing, opened CDs/DVDs/games, copyrighted materials such as sheet music, refurbished products, quantity or special buy items. Clearance items cannot be returned unless they are defective or the incorrect item was shipped.

Customers choosing to return merchandise should contact the HSBC Rewards Department at 1-833-722-4722.

#### **Shopping Cart**

Merchandise orders that you place in your shopping cart are only pending orders. Pending orders are not shipped, and Points are not deducted from your Account until your order is confirmed. To update your Merchandise quantity and selections in your shopping cart, follow the prompts and then select "Update Cart." To remove an item from your cart, click on the "Remove" button next to the item name. All items left in your shopping cart will be removed when you sign out or when your account times out.

Participating merchants are in no way affiliated with HSBC Bank, nor are the merchants considered sponsors or co¬sponsors of the Program. Use of merchant names and/or logos are by permission of each respective merchant and all trademarks are the property of their respective owners.

#### Warranty Information

HSBC Bank, Program Administrator, and their respective parents, subsidiaries and affiliates make no guarantees, warranties or representations of any kind, expressed or implied, with respect to such services, goods, and/ or items, and shall not be liable for any loss, expense, accident or inconvenience that may arise in connection with the use of such services and/ or items, or as a result of any defect in or failure of such services and/or items.

ENGAGE, HSBC BANK, AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES AND AFFILIATES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

# **Address Changes**

If you wish to make a physical or e-mail address change, you may contact the HSBC Service Center at **1-833-722-4722**, or call collect from anywhere in the world at **1-716-841-7855**. Or, you may submit the change in writing to: HSBC Mastercard® BusinessCard Customer Care Department, P.O. Box 9, Buffalo, NY 14240. You must include your HSBC Mastercard® BusinessCard Account Number and your signature.

# Other Important Information

Redemption Options: All redemption options are subject to availability and the rules and restrictions of suppliers. Points may not be combined with discounts, other promotions, or other rewards programs offered by any entity, including airline or credit card programs in the U.S. or abroad. Redemption options may be substituted or discontinued at any time.

HSBC Bank, Program Administrator and the Travel Provider specifically disclaim any liability (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of the website (even if HSBC Bank, Program Administrator and the Travel Provider have been advised of the possibility of such damages) including liability associated with any viruses which may infect a user's computer equipment. HSBC Bank, Program Administrator and the Travel Provider do not maintain any control over the manufacturers of awards merchandise, the issuers of gift cards or over the personnel, equipment or operations of any air, water or surface carrier, ship line, transportation company, hotel, restaurant, tour company, or other person or entity providing travel services, general services, gift cards, products or accommodations as an award, or any other supplier, because all suppliers offering products and/or services through the rewards program are independent contractors. Accordingly, HSBC Bank, Program Administrator and the Travel Provider do not make any guarantees, warranties or representations of any kind, expressed or implied, with respect to products, services or merchandise, nor do HSBC Bank, Program Administrator and the Travel Provider accept any liability for any loss, expense, damage or injury incurred as a result of any defect in or failure of such items. HSBC BANK, PROGRAM ADMINISTRATOR and THE TRAVEL PROVIDER SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HSBC Bank, Program Administrator and the Travel Provider shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity which may be caused or contributed to: (1) by any wrongful, negligent or unauthorized act or omission on the part of any supplier of a reward offering; (2) by any defect in or failure of any vehicle, equipment, instrumentality, service, product, or accommodation which is owned, operated, furnished, sold or otherwise used by any such supplier; (3) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not under our direct control; (4) the bankruptcy of any air or other travel carrier or any retailer issuing gift cards; and/or (5) by any other cause, condition or event whatsoever beyond our direct control. In no event will HSBC Bank, Program Administrator and the Travel Provider be liable for any punitive, special, indirect, or consequential damages.

#### Retailer and Other Third-Party Websites

Each retailer or other supplier is responsible for its own merchandise and HSBC Bank, Program Administrator and the Travel Provider do not endorse or take responsibility for the quality or functionality of merchandise offered on any retailer's or other supplier's website. Further, while we facilitate your use of Points to make or receive a credit for purchases from participating retailers and other suppliers through Program, if you choose to visit a retailer's or other supplier's e-commerce site, whether by accessing it through a link on the Program website or otherwise, such retailer or other supplier will be responsible for all aspects of a purchase from such site, including order processing, order fulfillment, shipping and handling, billing and payment and customer service. HSBC Bank, Program Administrator and the Travel Provider will not be parties to any such transactions entered into between you and such retailer or other supplier; thus, in respect of any such purchases, you must direct your comments, complaints or inquiries regarding your purchases to such retailer or other supplier. All rules, policies (including privacy policies) and operating procedures of Retailers will apply to you while you are shopping on their sites, whether through the Program or

#### otherwise.

The Program website may contain links to other third-party websites that are not owned or controlled by HSBC Bank, Program Administrator and the Travel Provider. HSBC Bank, Program Administrator and the Travel Provider not have control over, and neither assumes responsibility for, the policies or practices of any such third parties or the content and services offered on and through their websites. In addition, HSBC Bank, Program Administrator and the Travel Provider will not or cannot censor or edit the content of any third-party website (including that of any retailer or other supplier). By accessing the Program website, you expressly release HSBC Bank, Program Administrator and the Travel Provider from any and all liability arising from your access to and use of any retailer and other third-party website and the content displayed and/or distributed thereon. Accordingly, we strongly encourage you to be aware when you leave the Program website and enter a retailer or other third-party website, and to read the terms and conditions (including any privacy policy) of each such website that you visit.

Audits: HSBC Bank reserves the right to audit the HSBC Mastercard® BusinessCard Account for compliance with these Program Rules. In the event the audit reveals discrepancies, the processing of Points may be delayed until such discrepancies are resolved.

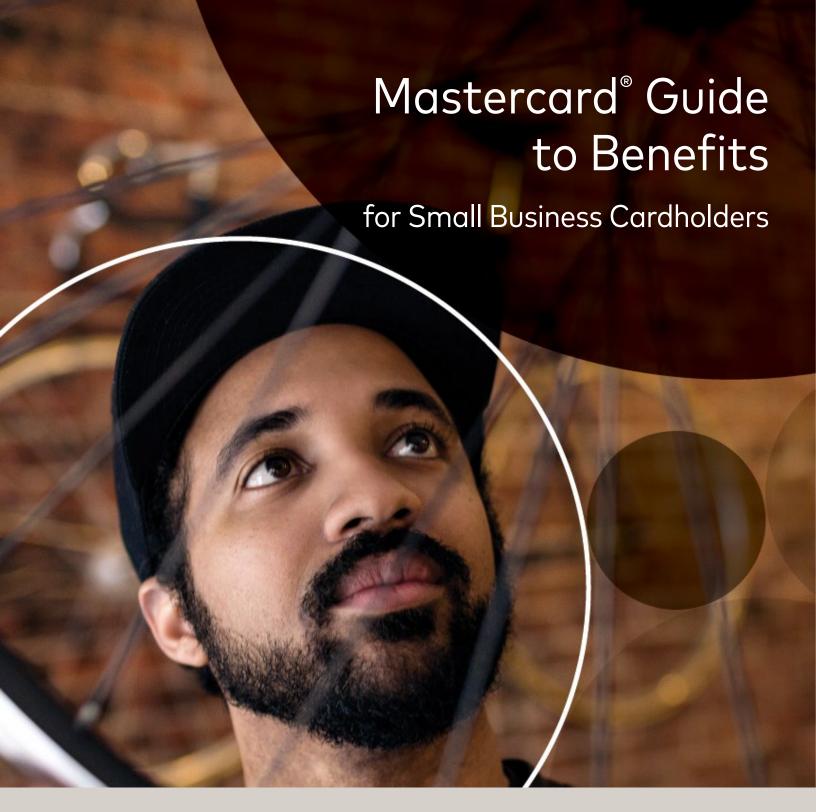
Changes: HSBC Bank may, from time to time, or at any time, change, add or remove provisions from the Program Rules, restrictions or benefits, or the way Points are reported, in whole or in part, with or without notice to you. Redemption levels and availability are subject to change without prior notice. You understand and accept that we can make changes to what you can get with your Points at any time and availability of any specific items is not guaranteed. For current Redemption levels and availability, go to your Rewards Account at <a href="rewards.us.hsbc.com">rewards.us.hsbc.com</a> or call the HSBC Rewards Department at 1-833-722-4722. You may also request the latest Program Rules by contacting the HSBC Rewards Department at 1-833-722-4722 or by logging into your Rewards Account at <a href="rewards.us.hsbc.com">rewards.us.hsbc.com</a>.

**Termination:** The HSBC BusinessCard Rewards Program has no predetermined termination date. HSBC Bank may terminate the Program or portions thereof at any time, with or without notice to you. In the event the complete Program is terminated you will be given a reasonable period of time from the date termination is announced to redeem accumulated Points.

HSBC Bank and/or Engage are responsible for operation and administration of the HSBC BusinessCard Rewards Program.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

Inquiry hotline 833.722.HSBC (4722) us.hsbc.com/chatwithus



# HSBC Bank USA N.A. Mastercard for the following Commercial Cardholders:

Mastercard® Business Card World Elite Mastercard® for Business Card Debit Mastercard® Business Card World Elite Debit Mastercard® Business Card Mastercard® Prepaid Business Card

# Important information. Please read and save.

To file a claim or for more information on any of these services, call the Mastercard Assistance Center at **1-800-Mastercard: 1-800-627-8372,** or **en Español: 1-800-633-4466.** 

"Card" refers to Mastercard® card and "Cardholder" refers to a Mastercard® Cardholder.

Please take a few minutes to familiarize yourself with the benefits of this program. You may also want to make a photocopy to take with you when traveling.

This Guide applies to travel and retail purchases made on or after December 22, 2020 and supersedes any previous Guide or program.

The benefits below are subject to **Issuer** participation. Please check with your card issuing financial institution to see if you are enrolled.

# **Key Terms**

Throughout this document, You and Your refer to the **Cardholder** or **Authorized User** of the **Covered Card** and the words "we," "us" and "our" mean Mastercard. In addition, bold terms that are not otherwise defined in this document shall have the meanings set forth below.

**Account Holder** means a person to whom an **Eligible Account** is issued and who holds an **Eligible Account** under his or her name.

**Authorized User** means a person who is recorded as an **Authorized User** of an **Eligible Account** by the **Account Holder** and who is authorized by the **Account Holder** to make payments to the **Eligible Account**.

**Cardholder** means the **Account Holder** or **Authorized User** of an **Eligible Account** in good standing.

**Covered Card** means the Mastercard® card linked to your **Eligible Account**.

**Eligible Account** means the account associated with the **Cardholder's** U.S. issued credit card, debit card, checking account, line of credit, loan, certificate of deposit or other account that is eligible for the benefits covered hereunder.

**Issuer** means your card issuing financial institution.

**Small Business Card** means Mastercard Small Business debit, Mastercard Small Business credit and/or eligible Mastercardbranded Small Business prepaid cards.

**Stolen** means items that are taken by force and/or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.

**United States Dollars (USD)** means the currency of the United States of America.

# **BUSINESS SERVICES**

### **Mastercard Digital Merchant Offers**

#### **Program Description:**

Enjoy unique offers with popular digital brands on time-saving products and services.

#### Eligibility:

To be eligible for these offers, you must be a **Cardholder** who holds an eligible **Covered Card** issued by a U.S. financial institution.

#### How to Use the Offers:

Visit www.mastercard.us/businessoffers for information on

how to avail the offers.

#### Terms & Conditions:

Visit **www.mastercard.us/businessoffers** for a full list of current digital merchant offers and applicable terms & conditions.

# Mastercard Receipt Management

#### **Program Description:**

Mastercard offers a mobile Receipt Management application for all Mastercard **Small Business Card Cardholders** in the United States at no additional charge. Business owners and employees can snap photos of receipts to store them securely in the cloud. This will help businesses to better understand their expenses and manage their financial health. Receipts are foundational to better cash management for small businesses and the Mastercard Receipt Management app helps them categorize expenses (including personal vs. business), attach detailed notes, easily export data, and view clear reporting. Sort and view stored receipts based on merchant name, purchase date, amount, or expense category. Once the information is in the system, easily export your receipt images and/or the associated expense data to share with a bookkeeper or accountant.

# Eligibility and Activation:

To use the app simply search for and download the iOS or Android version of Mastercard Receipt Management from the Apple or Google app store. Then use your valid Mastercard **Small Business Card** (issued by a U.S. financial institution) to activate the mobile app.

#### **PEACE OF MIND**

# Mastercard ID Theft Protection™ (IDT)

### **Program Description:**

Mastercard ID Theft Protection alerts you to possible identity theft by monitoring the surface, dark and deep web, searching for compromised credentials and potentially damaging use of your registered personal information. It also provides you with resolution services should you find yourself a victim of identity theft.

#### **Eligibility:**

All Mastercard small business **Cardholders** in the U.S. are eligible for this coverage. Enrollment is required.

#### **Service Provider:**

ID Theft Protection is provided by Generali Global Assistance, Inc. More information about this service provider is available at: https://mastercardus.idprotectiononline.com/.

#### Access

To receive ID Theft Protection, you must enroll at: https://mastercardus.idprotectiononline.com/. ID Theft Protection is provided on a 24-hour basis, 365 days a year. Contact **1-800-Mastercard** if you believe you have been a victim of identity theft.

#### **Charges:**

There is no charge for ID Theft Protection, it is provided by your **Issuer**.

# Program Provisions for Mastercard ID Theft Protection:

To receive ID Theft Protection, you must enroll as described above and such benefits related to ID Theft Protection accrue as of the date of enrollment.

Mastercard ID Theft Protection is governed by the terms provided in this Guide to Benefits and the Terms and Conditions and Terms of Service available at:

#### https://mastercardus.idprotectiononline.com/.

The terms and conditions contained in this Guide to Benefits may be modified by subsequent mailings, statement inserts, or statement messages.

Mastercard or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the provider non-renews or cancels any services provided to eligible Mastercard **Cardholders**, you will be notified within 30–120 days before the expiration of the service agreement.

In the event substantially similar service takes effect without interruption, no such notice is necessary.

For general questions regarding these services, please contact **1-800-Mastercard** or please see

https://mastercardus.idprotectiononline.com/.

### **ID Theft Protection Services Provided:**

# 1. DETECT POTENTIAL IDENTITY AND FRAUD THREATS

#### Personally Identifiable Information (PII)

**Compromised Credentials** monitors for a combination of email address /username /password /security questions located within:

- Hacker account dump sites
- Hacktivist forums
- Data leaks
- Malware logs

Alerts are sent with event details, also listed within resolution console and most often includes source of breach (from where the data was harvested).

**High-Risk Transactions** monitors a **Cardholder's** high-risk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts. Knowledge-Based Authentication (questions only an individual should know about themselves such as what street they lived on in 2009) used by organizations across industries limits the risk of identity theft or account takeover. Alerts are sent when a series of knowledge-based authentication questions are generated to validate the **Cardholder's** identity (i.e. when accessing a credit report). Monitored transactions include:

- Credit cards
- Bank accounts
- Brokerage accounts
- Healthcare portals
- Workplace intranets

• Other services (e.g. peer-to-peer fund transfers)

**Dark Web Monitoring** provides monitoring of underground webpages people can visit without third parties being able to trace the location of the web visitors or the webpage publisher. Dark web sites make up about .01% of the Internet and are intentionally hidden or protected by encryption technologies and not accessible via standard web browsers.

#### **Credit Information**

Single Bureau Credit Monitoring monitors a Cardholder's TransUnion credit file for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in their name. In order to use this service, Cardholders must provide some personal information, such as name, address, date of birth, and SSN, and undergo either digital verification via text or knowledge-based authentication. ID Theft Protection sends alert notification emails, such as change of address alerts, anytime potentially unauthorized inquiries or suspicious activities on Cardholder's credit file are detected so they can take immediate action to minimize damage.

#### **Additional Information**

Small Business ID Theft Protection upgrades ID Theft Protection identity monitoring services by adding URL and Domain monitoring to the existing list of monitored items. URL and Domain monitoring searches for the **Cardholder's** business URL and domain (limited to 10 domains) within corporate data breaches, malicious third-party botnets and criminal forums.

### 2. RECEIVE ALERTS OF SUSPICIOUS ACTIVITY

- Email Addresses
- Debit/Credit Cards
- Loyalty/Affinity Cards
- Bank Account Numbers
- Passport Numbers
- Medical and Vehicle Insurance Cards
- Driver's Licenses
- National Identity Numbers/Social Security Numbers
- New Lines of Credit
- Address Changes

# 3. RESOLVE IDENTITY THREATS WITH SELF-SERVICE RESOLUTION OR SPECIALIST SUPPORT

**Self-Service ID Theft Resolution Kit** is a self-service resolution document which informs **Cardholders** of the different forms of ID theft, and how to resolve each situation. Resolution tools in the kit include preventive measures, step-by-step guides and sample letters to be sent to collection agencies.

**Access to Resolutions Specialists** which assigns a personal case manager to help take care of everything.

**Self-Service ID Theft Wizard** provides step-by-step advice for many identity theft scenarios that **Cardholders** may face. All ID Theft Protection users have access to the Identity Theft Protection Kit found in the Profile section of their portal, which explains the many forms of identity theft and provides protective measures anyone can take to limit their risk. The kit

also contains a Federal Trade Commission sample affidavit form, as well as sample letter templates for filing disputes in cases of identity theft or fraud.

Online Fraud Alerts allow Cardholders to place a statement on their credit report that instructs lenders to contact the Cardholder before issuing new credit. This makes it more difficult for an identity thief to open new accounts in their name. When Cardholders place a fraud alert with one bureau, the other two bureaus are informed, and the alert is then placed on all three bureau files. Fraud alert placement is free, and alerts stay on the Cardholder credit files for one year.

# Mastercard Global Service™

Mastercard Global Service<sup>™</sup> provides worldwide, 24-hour assistance with **Lost and Stolen Card Reporting, Emergency Card Replacement,** and **Emergency Cash Advance**.

Call Mastercard Global Service immediately to report your card lost or **stolen** and to cancel the account. If you need to make purchases or arrange for a cash advance, with your **Issuer's** approval, you can receive a temporary card the next day in the United States, and within two business days almost everywhere else.

Remember, if you report your card lost or **stolen,** you will not be responsible for any unauthorized transactions on your account.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-307-7309**.

When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll-free from over 80 countries worldwide. Some of the key toll-free Mastercard Global Service telephone numbers are:

Australia	1-800-120-113	Mexico 001-800-307-7309
Austria	0800-070-6138	Netherlands0800-022-5821
France	0-800-90-1387	Poland0-0800-111-1211
Germany	0800-071-3542	Portugal800-8-11-272
Hungary	06800-12517	Spain900-822-756
Ireland	1-800-55-7378	United Kingdom 0800-96-4767
Italy	800-870-866	Virgin Islands 1-800-307-7309

For additional information, or for country-specific, toll-free telephone numbers not listed above, visit our website at **www.mastercard.com** or call the United States collect at **1-636-722-7111**.

#### **Account Information and Card Benefits:**

When in the United States, contact your card **Issuer** directly for account information and **1-800-Mastercard** for card benefits. When traveling outside the U.S., call Mastercard Global Service to access your card **Issuer** for account information or to access any of your card benefits.

#### **ATM Locations:**

Call **1-877-FINDATM (1-877-346-3286)** to find the location of a nearby ATM in the Mastercard ATM Network accepting Mastercard®, Maestro®, and Cirrus® brands. Also, visit our website at **www.mastercard.com** to use our ATM locator.

You can get cash at over two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

# MasterRental Insurance Coverage

**Additional Key Terms:** In addition to the Key Terms set forth above, in this MasterRental Insurance Coverage section, We, Us, and Our refer to New Hampshire Insurance Company, an AIG Company.

**Administrator** means Sedgwick Claims Management Services, Inc. You may contact the **Administrator** if you have questions regarding this coverage or would like to make a claim. The **Administrator** can be reached by phone at **1-800-Mastercard.** 

**Authorized Driver(s)** means a driver with a valid driver's license issued from their state of residence and indicated on the **Rental Agreement**.

**Damage** means items that can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures.

**Evidence of Coverage (EOC)** means the document describing the terms, conditions, and exclusions. The **EOC**, Key Terms (as supplemented or modified by the Additional Key Terms), and Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the **EOC**, Key Terms (as supplemented or modified by the Additional Key Terms) or Legal Disclosures are not a part of your coverage.

**Rental Agreement** means the entire agreement or contract that you receive when renting a **Vehicle** from a **Vehicle** rental agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties thereunder.

**Vehicle** means a land motor vehicle with four wheels that is designed for use on public roads and intended for use on a bound surface such as concrete and tarmac. This includes minivans and sport utility vehicles that are designed to accommodate less than nine (9) passengers.

#### **Evidence of Coverage:**

Pursuant to the below terms and conditions, when you rent a **Vehicle** for 31 consecutive days or less with your **Covered Card**, you are eligible for benefits under this coverage. Refer to Key Terms (as supplemented or modified by the Additional Key Terms) for the definitions of **you**, **your**, **we**, **us**, **our**, and words that appear in bold and Legal Disclosures.

#### A. To get coverage:

You must initiate and then pay for the entire **Rental Agreement** (tax, gasoline, and airport fees are not considered rental charges) with your **Covered Card** and/or the accumulated points from your **Covered Card** at the time the **Vehicle** is returned. If a rental company promotion/discount of any kind is initially applied toward payment of the rental **Vehicle**, at least one (1) full day of rental must be billed to your **Covered Card**.

You must decline the optional collision/**Damage** waiver (or similar coverage) offered by the rental company.

You must rent the  $\mbox{\it Vehicle}$  in your own name and sign the  $\mbox{\it Rental}$   $\mbox{\it Agreement.}$ 

Your **Rental Agreement** must be for a rental period of no more than 31 consecutive days. Rental periods that exceed or are intended to exceed 31 consecutive days are not covered.

### B. The kind of coverage you receive:

We will pay for the following on a primary basis:

- Physical **Damage** and theft of the **Vehicle**, not to exceed the limits outlined below.
- Reasonable loss of use charges imposed by the Vehicle rental company for the period of time the rental Vehicle is out of service. Loss of use charges must be substantiated by a location and class-specific fleet utilization log.
- Towing charges to the nearest collision repair facility.
- Theft or **Damage** to personal effects in transit in the rental **Vehicle** or in any building en route during a trip using the rental **Vehicle**. You must first file under other applicable insurance (e.g., home or business), and then we'll cover whatever is not covered by your insurance under our Secondary Personal Effects Insurance. Maximum coverage per rental period is \$1,000 per covered person, per occurrence. The total benefits per rental period cannot exceed \$2,000.

This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover you for any **Damages** to other **Vehicles** or property. It does not cover you for any injury to any party.

#### C. Coordination of benefits:

When MasterRental is provided on a secondary basis and a covered loss has occurred, the order in which benefits are determined is as follows:

- 1. You or an **Authorized Driver's** primary auto insurance;
- 2. Collision/**Damage** waiver provided to you by the rental agency;
- 3. Any other collectible insurance;
- 4. The coverage provided under this **EOC**.

If you or an **Authorized Driver's** primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described in Section B, not covered by the other insurance.

Note: In certain parts of the United States and Canada, losses to rental **Vehicles** that are covered by your personal **Vehicle** insurance policy liability section may not be subject to a deductible, which means that you may not receive any benefits from this program. Contact your insurance provider for full coverage details pertaining to your personal vehicle liability insurance policy (or similar coverage).

If you have no other insurance or your insurance does not cover you in territories or countries outside of the United States, coverage is considered primary coverage.

#### D. Who is covered:

The **Covered Card Cardholder** and those designated in the **Rental Agreement** as **Authorized Drivers**.

#### E. Excluded rental vehicles:

- All trucks, pickups, full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road Vehicles, and other recreational Vehicles.
- All sport utility trucks. These are **Vehicles** that have been, or can be converted to an open, flatbed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other **Vehicle** having fewer than four (4) wheels.
- Antique **Vehicles** (**Vehicles** that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.

#### F. Where you are covered:

Coverage is available worldwide.

Coverage is not available in countries where:

- a) This **EOC** is prohibited by that country's law; or
- b) The terms of the **EOC** are in conflict with the laws of that country.

#### G. Coverage limitations:

We will pay the lesser of the following:

- a) The actual repair amount;
- b) Wholesale market value less salvage and depreciation;
- c) The rental agency's purchase invoice less salvage and depreciation.

In addition, coverage is limited to \$500 **USD** per incident for reasonable loss of use charges imposed by the **Vehicle** rental company for the period of time the rental **Vehicle** is out of service.

We will not pay for or duplicate the collision/**Damage** waiver coverage offered by the rental agency.

#### H. What is NOT covered:

- Any personal item **Stolen** from the interior or exterior of rental **Vehicles**.
- Vehicle keys or portable Global Positioning Systems (GPS).
- Vehicles not rented by the Cardholder or Authorized User on the Covered Card.
- Any person not designated in the Rental Agreement as an Authorized Driver.
- Any obligations you assume other than what is specifically covered under the **Rental Agreement** or your primary **Vehicle** insurance or other indemnity policy.
- Any violation of the written terms and conditions of the **Rental Agreement.**
- Any loss that occurs while driving under the influence of drugs or alcohol.
- Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental Vehicle when you or an Authorized Driver cannot produce the keys to the rental Vehicle at the time of reporting the incident to the police and/or rental agency, as a result of negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.

- Subsequent **Damages** resulting from a failure to protect the rental **Vehicle** from further **Damage**.
- Blowouts or tire/rim Damage that is not caused by theft or vandalism or is not a result of a Vehicle collision causing tire or rim Damage.
- Rental Vehicles where collision/Damage waiver coverage (or similar coverage) was accepted/purchased by you.
- Any Damage that is of an intentional or non-accidental nature, caused by you or an Authorized Driver of the rental Vehicle.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the **Vehicle** rental company.
- **Vehicles** with a **Rental Agreement** that exceeds or is intended to exceed a rental period of 31 consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- **Damage** sustained on any surface, other than a bound surface such as concrete or tarmac.
- **Damage** sustained on any road not regularly maintained by a municipal, state, or federal entity.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or **Damage** by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental **Vehicle** being used for hire, for commercial use, or as a public or livery conveyance.
- Theft of, or **Damage** to, unlocked or unsecured **Vehicles.**
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.

#### I. How to file a claim:

- Visit **www.mycardbenefits.com** or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- You may choose to assign your benefits under this insurance program to the rental agency from which you rented your Vehicle. Please contact us or our designated representative for further details.
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim may not be honored:
- o Receipt showing the **Vehicle** rental.
- o Statement showing the **Vehicle** rental.
- o The **Rental Agreement** (front and back).
- o Copy of Your valid driver's license (front and back).
- o Copy of the declarations page of any primary **Vehicle** insurance and other valid insurance or coverage.
- Police report when the **Vehicle** is **Stolen**, vandalized (regardless of the **Damage**), or involved in a collision that requires the **Vehicle** to be towed, in a multi-**Vehicle** collision, or the **Vehicle** is not drivable.
- o Itemized repair estimate from a factory authorized collision repair facility.

- o Copy of the **Vehicle** rental company promotion/discount, if applicable.
- o Copy of the **Vehicle** rental location class-specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
- o Any other documentation that may be reasonably requested by us or our **Administrator** to validate a claim.

# MasterRental Legal Disclosure

This MasterRental Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the **Account Holder**, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This MasterRental Guide to Benefits is a summary of benefits provided to you. The above Key Terms (as supplemented or modified by the Additional Key Terms) and **EOC** are governed by the Group Policy.

**Effective date of benefits:** Effective October 27, 2020, this MasterRental Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

**Cancellation:** The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **Cardholders**. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

Benefits to you: These benefits apply only to the Cardholder whose cards are issued by U.S. financial institutions. The United States for purposes of this section is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the Cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and Damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim **Administrator** for these benefits.

**Misrepresentation and Fraud:** Benefits shall be void if the **Cardholder** has concealed or misrepresented any material facts concerning this coverage.

**Dispute Resolution - Arbitration:** This **EOC** requires binding

arbitration if there is an unresolved dispute concerning this **EOC** (including the cost of, lack of, or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this **EOC** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which you live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **EOC.** The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this **EOC** and all transactions contemplated by this **EOC**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this EOC.

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss or **Damage** to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

**Subrogation:** If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or **Cardholder** who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the **Cardholder**.

**Salvage:** If an item is not repairable, the claim **Administrator** may request that the **Cardholder** or gift recipient send the item to the **Administrator** for salvage at the **Cardholder's** or gift recipient's expense. Failure to remit the requested item for salvage to the claim **Administrator** may result in denial of the claim.

**Other Insurance:** Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no

event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

**Non-Contribution:** In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

**Severability of Provisions:** If in the future any one or more of the provisions of this MasterRental Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this MasterRental Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this MasterRental Guide to Benefits does not guarantee coverage or coverage availability.

This MasterRental Guide to Benefits is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an **Issuer's**, or Mastercard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

# Mastercard Easy Savings® Program

Mastercard is providing these Mastercard Easy Savings® Program Terms and Conditions ("Terms and Conditions") with respect to your U.S. Mastercard small business signature debit, prepaid, or credit card (each, a "Small Business Card") and/or U.S. Mastercard Multi Card card, Mastercard Purchase Card card, and/or Mastercard Corporate Card (each, a "Commercial Card"). Upon receipt or affirmative acceptance of these Terms and Conditions, you hereby accept the Terms and Conditions for the applicable Mastercard Easy Savings® Program - U.S. Small Business and/or the Mastercard Easy Savings® Program - U.S. Commercial (each, as applicable, the "Program"). You further accept these Terms and Conditions and ratify this acceptance by using, receiving or accepting any benefit of a rebate under the Program.

If you do not wish to participate in the Program, please contact your **Issuer**.

These Terms and Conditions set forth the terms applicable to your use of the Program. The Program provides you with automatic rebates on eligible purchases from participating merchants in the United States if you use an eligible, enrolled Mastercard **Small Business Card** or Commercial Card. Please read these Terms and Conditions carefully and keep them for your records.

In these Terms and Conditions, "Program Website" means **www.easysavings.com** for the Mastercard Easy Savings® Program – U.S. Small Business or

**www.easysavings.com/commercial** for the Mastercard Easy Savings® Program – U.S. Commercial (or such other websites).

**Participation:** For Mastercard Easy Savings® Program – U.S. Small Business only: If you have been notified by the **Issuer** of your Mastercard **Small Business Card** that your Mastercard

**Small Business Card** has been automatically enrolled in the Program, you may participate in the Program effective as of the date indicated in the notification from the **Issuer**. If you have been notified by the **Issuer** of your Mastercard Commercial Card that your Mastercard Commercial Card has been enrolled in the Program, you may participate in the Program immediately.

The Program is available only to **Cardholders** using eligible, enrolled **Small Business Cards** or Commercial Cards, as applicable, issued by a United States financial institution. You must be enrolled in the Program prior to using a **Covered Card** at a Merchant, as defined below, or to receive the rebate benefits of the Program.

If you access the Program Website or use the Program, you also accept the Terms and Conditions as posted on the Program Website.

**Your Data:** You agree to the terms of the Program's privacy notice as posted on the Program Website which may be amended from time to time. You acknowledge and agree that your **Issuer** and Mastercard may share and use data regarding you, your personnel and such Card usage with each other and with third parties, such as Merchants and service providers, to operate the Program and for internal operational purposes, including, but not limited to, sending you and your personnel emails regarding the Program.

**Merchant Offers:** Merchants that are participating in the Program ("Merchant(s)") may provide offers for rebates on purchases of goods or services ("Offers") at participating Merchant locations for **Covered Cards**. The amount of any rebate and other terms and conditions applicable to a rebate will be determined by the Merchant, and are subject to change at any time and without notice. Please refer to any disclosures provided by your **Issuer** and the Program Website for any details on any Offer terms and conditions. Offers may be redeemed only at participating Merchant locations. See the Program Website for the latest information on available Offers. Certain issuing banks may restrict your access to: (i) or the ability to make purchases from, certain Merchants; (ii) certain Offers; or (iii) certain elements of the Program for other purposes. Please refer to the Offer details provided by your issuing bank, the Program Website, and/or the Offer details below for the latest information on available offers.

Offer Acceptance: When you purchase goods or services using a **Covered Card** from a participating Merchant, you will receive a rebate on your purchase, subject to any terms and conditions of the Offer and provided that the purchase transaction: (a) originated in the United States, (b) is authorized, settled and cleared through the Mastercard Global Clearance and Processing System, and (c) is not a PIN-based transaction. The rebate will not appear on your receipt at the point of sale. The form of the rebate may be a credit to your **Covered Card** account or the rebate may be in another form, as determined by your **Issuer**. If a rebate is credited to your **Covered Card** account, please note that it might not appear on the same statement as the related purchase. There may be a delay of up to one statement cycle in crediting a rebate. Please note that rebates will be based on the standard currency related to your **Covered** Card.

**Reversals:** All or a portion of a rebate may be reversed in certain circumstances, including without limitation, upon a return,

dispute, adjustment, or fraudulent card activity.

**Disclaimer of Liability:** Mastercard's role under the Program is limited to processing information regarding Offers on behalf of Merchants and the **Issuer**. Mastercard is not responsible for any Offers or rebates, your ability to use Offers or rebates, the crediting of any rebates to your Card account, reversals of Offers or rebates, accuracy or completeness of information about Offers or rebates, or any acts or omissions of the **Issuer** or Merchants. Mastercard provides the Program on an "AS IS" basis, and Mastercard disclaims any and all warranties, including without limitation, any warranties of merchantability or fitness for a particular purpose, except as required by applicable law. Mastercard is not liable to you for any damages that you suffer in connection with your participation in the Program, unless the damage results directly from Mastercard's failure to perform the express obligations under these Terms and Conditions. Mastercard and its affiliates, its respective directors, officers, employees, agents, and successors and assigns, are not responsible, and shall not be liable for, any direct, indirect, special, incidental, or consequential damages (including lost profits). Without limiting the foregoing, Mastercard is not responsible for any card account fees or penalties that you incur on your card, including fees and penalties that may result from rebate reversals. Any tax liability resulting from your participation in the Program shall be your sole responsibility, and not Mastercard's responsibility or the responsibility of any Merchant or the **Issuer**. Merchants or the **Issuer** may report information regarding the Program and your participation in it to tax authorities. Merchants and the **Issuer** may not vary these Terms and Conditions as applied to the relationship between you and Mastercard and may not make any commitments that are binding on Mastercard.

**Termination:** You may terminate your participation in the Program at any time by notifying your **Issuer**. There may be a delay of up to 30 days in effecting such termination, and reversals or adjustments of rebates may continue after termination, as determined in Mastercard's discretion. Mastercard or your **Issuer** may terminate your participation in the Program at any time, without notice unless required by law. Mastercard reserves the right to add or terminate any participating Merchant or any Offer without notice. Any terms, which by their nature should survive the termination of these Terms and Conditions, shall survive.

**Change of Terms:** Mastercard can add to, delete from, or change (each, a "change") the terms of these Terms and Conditions and/or the Program at any time. Mastercard will notify you of changes by posting the revised terms and conditions on the Program Website.

**Questions Regarding the Program:** You should direct any questions related to the Program, Offers, any Program restrictions, or rebates to your **Issuer**.

**Disputes:** Any disputes regarding Offers or rebates, or your ability to participate or receive them, may be determined by Mastercard, by your **Issuer**, or Merchants. That resolution will be final and binding on you.

**Additional Terms:** Your **Issuer** and Merchants may impose additional terms on your participation in the Program. These Terms and Conditions are in addition to, and do not amend or replace, your card agreement with your **Issuer**.

Miscellaneous: These Terms and Conditions will be governed by the laws of New York State, without regard to conflict of law principles. Any dispute arising out of or in connection with the interpretation or performance of these Terms and Conditions, that is not settled in accordance with the section of these Terms and Conditions entitled "Disputes", shall be finally settled by the Courts located in the City and State of New York, which shall have exclusive jurisdiction. YOU AND Mastercard HEREBY WAIVE ANY RIGHT TO A JURY TRIAL. You may not assign your rights under these Terms and Conditions. Mastercard may assign its rights and obligations at any time. The invalidity of any provision of these Terms and Conditions will not affect the validity of the remaining portions. Any waiver by Mastercard of its rights under these Terms and Conditions is binding only if in a writing signed by Mastercard. The use of your **Issuer** and Merchant names and logos in the Program is by permission only.

**-Participating Merchants Offer Details:** Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at **www.easysavings.com** for more details.

Mastercard Easy Savings® Program for Commercial —Participating Merchants Offer Details: Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at www.easysavings.com/commercial for more details.

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# **Account and Billing Information**

**Important:** Contact your **Issuer** directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

Reminder: Please refer to the Legal Disclosure section.

# Legal Disclosure

**Effective date of benefits:** Effective October 27, 2020, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party.

**Severability of Provisions:** If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this Guide to Benefits are subject to the

conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Guide to Benefits does not guarantee coverage or availability.

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an **Issuer's**, or the Mastercard actual offerings, such master policies or actual offerings shall control. Provision of services is subject to availability and applicable legal restrictions.

To file a claim, call 1-800-Mastercard: 1-800-627-8372, or en Español: 1-800-633-4466.

Visit our website at www.mastercard.com.

