

# **1. General Description of Personal Internet Banking Terms and Conditions**

## **A. What This Agreement Covers**

This Agreement between you and HSBC Bank USA, N.A. ("HSBC") governs the use of Personal Internet Banking services. These services permit HSBC Personal Internet Banking customers to perform a number of banking functions through the use of a personal computer or, for some functions, a mobile device on accounts linked to the service, including some accounts with our affiliates, such as HSBC Securities (USA) Inc. ("HSBC Securities"). Unless indicated otherwise by the context, "linked HSBC accounts" or "linked accounts" refers to all of your accounts with HSBC or its affiliates that you have linked to Personal Internet Banking.

## **B. Accepting the Agreement**

When you use any of the Personal Internet Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

## **C. Relation to Other Agreements**

Your use of Personal Internet Banking services may also be affected by the agreements between us for your linked HSBC accounts. When you link an account to Personal Internet Banking services, you do not change the agreements you already have with us for that account. For example, if you link an HSBC Securities investment account to Personal Internet Banking, the terms and conditions of your HSBC Securities and Pershing LLC customer agreement(s) and/or user agreement(s) do not change. Similarly, when you use Personal Internet Banking services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Personal Internet Banking services.

Your use of Personal Internet Banking services is also affected by the Website Terms and Conditions, governing your use of our website, which terms are incorporated here by reference and made a part of this Agreement.

## **2. Personal Internet Banking Services**

Note: If you access Personal Internet Banking through the Mobile Banking App on your mobile device, all of the features of Personal Internet Banking may not be available, unless the full website option is launched from your mobile device. Mobile Banking is an extension of Personal Internet Banking and is available to all customers who have enrolled in the service. To access all of the features and services offered by Personal Internet Banking, sign in directly through our website at [www.us.hsbc.com](http://www.us.hsbc.com) from a personal computer. Within Personal Internet Banking, you can also access optional services such as Bill Payment. Please refer to this Agreement, your applicable account agreement or fee schedule for information on fees for optional services. Certain types of transactions within Personal Internet Banking may require additional authentication using an [HSBC Security Device](#).

## **A. Personal Internet Banking for Consumers**

You may use Personal Internet Banking to:

- Transfer funds between your linked HSBC accounts on either a one-time or recurring basis, including as a payment to a linked installment loan or mortgage.
- Transfer funds between your linked HSBC Securities investment accounts and your linked HSBC accounts on either a one-time or recurring basis.
- View balance information for your linked HSBC accounts.
- Review available transactions for your linked accounts.
- Perform self-service account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of monthly checking or saving statements, stopping payment on checks, changing address and phone, and changing your Username and log on credentials.
- Send us BankMail (secure online mail messages) and questions regarding your Personal Internet Banking service.

Some of the above services may not be available for certain accounts, customers, or through Mobile Banking.

## **B. Bill Payment Services**

In addition to the Personal Internet Banking features listed above, HSBC customers with eligible checking accounts may also use the optional Bill Payment service.

If you are an HSBC customer with a checking account, you may use the Bill Payment service to:

- Make one-time or recurring payments online from your linked checking account(s) to companies or individuals (Payees) you select.

If you are an HSBC credit card only customer you may:

- Make one time or automatic payments online from a deposit account maintained at another financial institution to your HSBC credit card(s).

## **3. Description of Personal Internet Banking Services**

### **A. Transfers**

Transfers made using Personal Internet Banking are subject to the [Rules for Consumer Deposit Accounts](#) governing such account.

- Transfers can be made in two ways, on a one-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 transfer from a checking to a savings account which occurs every two weeks.
- Transfer Processing

<b>Date of Immediate Transfer Request</b>	<b>Date Immediate Transfer will be Made</b>
On a Business Day - before approximately 10 p.m. Eastern Time	Same Business Day that the transfer is requested. <sup>1</sup>
On a Business Day - after approximately 10 p.m. Eastern Time	Transaction will post the next Business Day after the transfer is requested. <sup>1</sup>
On a day other than a Business Day	Transaction will post the next Business Day after the transfer is requested. <sup>1</sup>
<b>Date of Scheduled Transfer Request</b>	<b>Date Scheduled Transfer will be Made</b>
On a Business Day	Transaction will post that Business Day at approximately 4 a.m. ET on the day the transfer was scheduled. <sup>2</sup>
On a day other than a Business Day	Transaction will post the next Business Day at approximately 4 a.m. ET after the day the transfer was scheduled. <sup>2</sup>

<sup>1</sup> If transferring to an HSBC Bank USA, N.A. deposit account, the funds are available upon completion of the transfer.

<sup>2</sup> If transferring to an HSBC Bank USA, N.A. deposit account, the funds are available after 4 a.m. ET on the date the transfer was made.

## **B. Personal Internet Banking Bill Payment Processing**

Bill Payments made using Personal Internet Banking are subject to the [Rules for Consumer Deposit Accounts](#) governing such account and are limited to Payees with United States addresses.

HSBC customers with a checking account may use the optional Bill Payment service in the following manner:

- Payments can be entered as a one-time transaction up to a year in advance, or recurring transactions.
- You authorize us to make payments in the manner we select from the following methods:
  - Payments can be sent to payees electronically or by check. As a number of different factors are considered to determine how the payment will be sent, we cannot tell which method of payment will be used until the payment is processed. Based on factors considered, our payment system selects the most appropriate method.
  - Electronic payments are sent whenever possible. If a payee does not accept electronic payments, an individual paper check is sent.
- Scheduling Bill Payments
  - The scheduled delivery date is the date you enter for the payment to be delivered to the Payee. For payments made by electronic transmission or paper check, the payment amount will be debited from, or charged to the account that you designate on the scheduled delivery date. If the scheduled delivery date is a weekend or non-business day, then the delivery date will be the next business day.
  - When you attempt to schedule a payment, we will inform you of the earliest available delivery date. If we are unable to complete the payment because of insufficient funds in your account or some other reason, we will send you an alert through BankMail. We will also notify you if your account is no longer in good standing and your eligibility for Personal Internet Banking services has been terminated.

### **C. Limitations and Dollar Amounts for Transfers and Payments**

Transfers and Payments made using Personal Internet Banking are subject to the [Rules for Consumer Deposit Accounts](#) governing such account. If you make Personal Internet Banking Transfers from your savings account to another of your accounts, those transfers are counted as telephone transfers and are subject to the Transfer Limits contained in the Rules for Consumer Deposit Accounts. If you exceed the transfer limits, then HSBC may be required to close your savings account and transfer the balance to a checking account.

### **D. Transfer/Payment Authorization and Sufficient Available Funds**

- You authorize HSBC to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments.
- You agree that you will instruct us to make a transfer or payment only when there is a sufficient available balance in your account(s) at the time of the transfer or payment. If your checking account available balance does not have enough funds to complete the transfer or payment, and you have overdraft protection, funds may be taken from your overdraft protection account to complete this transaction. The completion of a transfer or payment is subject to there being a sufficient available balance (plus any available line if you have an overdraft protection account linked to your checking account) at the time the transaction is processed. If your available balance does not have enough funds to complete the transfer or payment, we may either (i) refuse to complete the transaction or (ii) complete the transaction and overdraw the account. We may charge an insufficient funds (NSF) or unavailable funds (UNA), overdraft, or similar fee if an overdraft occurs. Please refer to the applicable deposit account terms and charges disclosure for fee details. If you schedule a payment from an account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution.
- At our option, we may make a further attempt to issue the payment or process the transfer request.

HSBC is under no obligation to inform you if it does not complete a transfer or payment because your available balance (plus any available line if you have an overdraft protection account linked to your checking account) does not have enough funds to process the transfer or payment. In this case, you are responsible for making alternate arrangements or rescheduling the transfer or payment within Personal Internet Banking. In the event your account does not have sufficient available balance on a future transfer or payment, a BankMail notification will be sent to you.

### **E. Canceling Payments**

- Bill Payments
  - If the Bill Payment is a recurring payment set up on the Bill Pay service, then you can cancel that Bill Payment: (1) Through the use of Personal Internet Banking as long as the request is received before the Bill Payment Process Date of the next recurring Bill Payment, (2) By calling us at 1-800-975-HSBC (1-800-975-4722), or (3) By writing to: HSBC Bank USA, National Association, PO Box 2013, Buffalo, NY 14240. We must receive your call or written request at least three (3) Business Days before the Bill Payment Process Date of the next recurring Bill Payment. If you call, we will require you to put your request in writing and get it to us within 14 calendar days after you have made the request. Once a recurring bill payment is cancelled, all future payments to that payee will be cancelled and you must reschedule it if you want a Bill Payment to be made in the future.

### **F. Our Liability for Failure to Cancel or Stop the Payment**

If you attempt to cancel a payment in accordance with the above instructions and we do not do so, we will be liable for your losses or damages.

## **G. Accounts Linked to Your Personal Internet Banking Services**

When you first set up Personal Internet Banking, we will link all of your eligible HSBC accounts. If you open an additional eligible account at a later date, we will link your new account to Personal Internet Banking, unless you instruct us not to do so. If you want to limit the accounts linked or the activity level assigned to an account, please call us at 1-800-975-HSBC (1-800-975-4722) and a representative will discuss the available options with you.

## **H. Bank to Bank Transfers Service**

For additional terms related to Transfers, please see Section 11 of this Agreement.

## **4. Other Terms and Conditions**

### **A. Monthly Service Charge**

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your linked accounts with the Personal Internet Banking service.

### **B. Other Charges**

In addition to the fees already described in this Agreement, you should note that depending on how you access Personal Internet Banking, you might incur charges for:

- Normal account fees and service charges.
- Any Internet service provider fees.
- Any wireless carrier fees.
- An NSF/UNA, overdraft or similar fee may also apply if a scheduled payment or transfer is processed which overdraws your account due to insufficient funds in your available balance.

### **C. Service Hours**

Personal Internet Banking services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed online when you sign on to Personal Internet Banking. Our Call Centers are available Monday through Sunday 7:00 am - 12:00 am ET, excluding bank holidays. You may also write us at: HSBC Bank USA, National Association, P.O. Box 2013, Buffalo, NY 14240. [Click HERE](#) for full HSBC contact information.

### **D. Business Days**

For Personal Internet Banking services, our business days are Monday through Friday, excluding bank holidays. For investment accounts only, all stock exchange closures and holidays will be observed (such as Good Friday) as well as the bank holidays.

## **E. Participation By Payees**

Occasionally a Payee may choose not to participate in Bill Pay, or may require additional information before accepting payments. We will work with these Payees to encourage them to accept an electronic or check payment from the Bank. If we are unsuccessful, or if we determine that the Payee cannot process payments in a timely manner, we may decline future payments to this Payee. In the unlikely event that this occurs, we will promptly send you a notice. Any obligations that you wish to pay through Personal Internet Banking with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the service. You should not use the service to make:

- Tax payments
- Court-ordered payments
- Payments to settle securities transactions

## **F. Canceling Your Personal Internet Banking**

If you choose to cancel your Personal Internet Banking services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. HSBC will cancel any scheduled payments within two bank business days from the date we receive your request to discontinue the service. Your Personal Internet Banking services will also end if you close all accounts linked to your Personal Internet Banking profile.

## **G. Joint Accounts**

When your Personal Internet Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. For more information regarding access to joint accounts on Personal Internet Banking, please see Section 7 of this Agreement below.

## **H. Changes to Agreement**

We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail, BankMail, or notice in an HSBC branch where you maintain your account. If you initiate any transfer of funds or bill payment through your Personal Internet Banking services after the effective date of a change, you indicate your agreement to the change.

We will send you notice by mail, BankMail or posted notice in an HSBC branch at least 30 days before the effective date of the change if the change results in (1) increased or new account-related fees or charges, (2) increased liability for you, (3) fewer types of electronic funds transfers, or (4) stricter limitations on the frequency or dollar amounts of transfers, unless the change must be made immediately for security reasons.

Any notice to you will take effect when it is delivered to you by BankMail, posted notice in an HSBC branch, or mailed to the last address we have for you in our records.

## **I. Cancellation**

Your Personal Internet Banking services remain in effect until they are terminated by you or HSBC. You may cancel your service at any time by notifying us of your intent to cancel in writing, through BankMail, or by other written correspondence. This cancellation applies to your Personal Internet Banking services, and does not terminate your HSBC accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. All HSBC online-only accounts require that you access the accounts only through Personal Internet Banking, and such accounts will need to be closed if you want to remove online access.

We may terminate your participation in Personal Internet Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

## **J. Use of External Email Address**

With Personal Internet Banking services, we may send messages to your external email address and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described within the Personal Internet Banking. We cannot act on instructions sent by you from an external email address. You should use BankMail to send instructions to HSBC. If, for any reason your external email address changes or becomes disabled, please contact HSBC immediately so we can continue to provide you with automated messages. Because we may also use external email to send important notices about service and privacy changes, we require that every Personal Internet Banking customer provide us with a valid and current external email address. You are responsible for providing us with a valid email address and you may notify us of any changes to your external email address through the Customer Service page within your Personal Internet Banking service.

## **K. Contact by HSBC or Affiliated Parties**

No HSBC or Payee employee, nor any company affiliated with HSBC Personal Internet Banking, will contact you through email or phone requesting your log on credentials. If you are contacted by anyone requesting this information, please contact us immediately.

## **L. Reporting Unauthorized Transactions**

For reporting unauthorized transactions, please call us at 1-800-975-HSBC (1-800-975-4722). If you are calling from outside of the continental U.S., please call us collect at 1-716-841-7212.

You may also write us at: HSBC Bank USA, National Association, P.O. Box 2013, Buffalo, NY 14240.

## **M. Initiating Payment Inquiries**

To initiate a payment inquiry, you may use Personal Internet Banking services to send the request through BankMail. Or you may contact Customer Service by calling 1-800-975-HSBC (1-800-975-4722) and following the voice prompts to speak to a customer service representative. If you are calling from outside of the continental U.S., call us collect at 1-716-841-7212.

## **N. Disclosure of Account Information**

We may disclose information about you or your transactions for our everyday business purposes, such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.

For more information about our privacy and security practices and a link to our Privacy Notice go to our website at [www.us.hsbc.com/online-privacy-statement](http://www.us.hsbc.com/online-privacy-statement).

## **O. Account Statements and Documents**

### 1. Account Statements and Transaction Details

For deposit accounts, we report your Personal Internet Banking transactions on the monthly or periodic statements for your linked accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement.

Note: eStatements and other electronic documents are not available for viewing using the Mobile Banking App.

## 2. Enrollment in Paperless Account Statements and Documents

As part of Personal Internet Banking enrollment, all Personal Internet Banking customers must consent to the Electronic Communications Disclosure. The Electronic Communications Disclosure allows us to provide this Agreement and certain Personal Internet Banking communications electronically. In addition, the Electronic Communications Disclosure provides important information about electronic delivery if you choose to replace certain mailed account statements and documents with electronic statements and documents. For more details, please review the Electronic Communications Disclosure by visiting the electronic document section in Personal Internet Banking.

In Personal Internet Banking, you can choose electronic delivery for statements at the account level for eligible accounts. Your HSBC online-only accounts require electronic delivery of statements and documents. As new document types are sent electronically for your eligible accounts, you will automatically receive those new document types electronically instead of by mail without needing to make an additional change in the electronic document section. At times, we may, in our sole discretion, mail you a paper copy of certain statements and documents even if you have chosen electronic delivery.

When a statement or document is delivered electronically, we send an email to alert you that it is available for viewing in Personal Internet Banking. You must have a valid email address to receive these alerts. Electronic statements and documents are generally provided in PDF and/or HTML format. In order to view, print or save copies of your account statements and documents, you will need to ensure that the computer or device you are using meets the hardware and software requirements specified by the Electronic Communications Disclosure.

## 3. Managing your Electronic Delivery Settings

You can switch certain electronic account statements and documents back to paper mail delivery at any time within Personal Internet Banking, except for online-only accounts. It may take up to two statement cycles for your revised delivery settings to take effect. Setting your electronic delivery preferences may not be available for all accounts, products, services or documents. We may, in our sole discretion, add to, modify or delete any of the features we provide within our electronic statements and documents service, except for online-only accounts.

## **P. Business Accounts on Personal Internet Banking**

Personal Internet Banking is primarily intended for consumer accounts. You shall at all times indemnify, defend and hold HSBC harmless from and against all actions, proceedings, claims or loss, damage, costs and expenses which may be brought against HSBC or incurred by HSBC and which shall have arisen in connection with the instructions transmitted by Personal Internet Banking relating to your business accounts.

You acknowledge that HSBC offers HSBC*net* for business accounts. HSBC*net* provides additional security features. HSBC*net* provides built-in security features permitting you to establish transfer and account access limitations that are not available on Personal Internet Banking.

## **5. Additional Provisions**

### **A. In Case of Errors or Questions About Your Electronic Transactions**

Send us a BankMail message or call us at 1-800-975-HSBC (1-800-975-4722)  
If you are calling from outside of the continental U.S., call us collect at 1-716-841-7212.



You may also write us at:  
HSBC Bank USA, National Association, P.O. Box 2013, Buffalo, NY 14240.

Contact us immediately if you think:

- Your statement or transaction record is wrong
- You need more information about a transaction listed on your statement
- An unauthorized person has discovered your Personal Internet Banking log on credentials
- Someone has transferred or may transfer money from your account without your permission
- Bill payment transactions have been made without your authorization

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

If you tell us verbally, we may require you to send us your complaint or question in writing or by email within 10 business days (Personal Internet Banking customers should use secure BankMail). When you contact us, please provide the following information:

- Your name and account number
- The date and dollar amount of the transaction in question
- The name of the Payee if the transaction in question is a payment
- The transaction number assigned by Personal Internet Banking, if available
- A description of the transaction about which you are unsure

Please explain as clearly as you can why you believe there is an error or why you need more information.

We will tell you the results of our investigation within 10 business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive your letter in 10 business days, we reserve the right not to provisionally credit your account.

If we conclude there was no error, we will send you a written explanation within three business days after we complete our investigation. You may request copies of the documents that we used in our investigation.

## **B. Limitation of Liability for Personal Internet Banking Transactions**

Except as specifically provided in this HSBC Personal Internet Banking Terms and Conditions or where applicable law requires a different result, NEITHER WE NOR OUR SERVICE PROVIDERS OR OTHER AGENTS WILL BE LIABLE FOR ANY LOSS OR LIABILITY RESULTING IN WHOLE OR IN PART FROM ANY ACT OR FAILURE TO ACT OF YOUR EQUIPMENT OR SOFTWARE, OR THAT OF AN INTERNET BROWSER PROVIDER, OR BY AN INTERNET ACCESS PROVIDER, BY AN ONLINE SERVICE PROVIDER OR BY AN AGENT OR SUBCONTRACTOR FOR ANY OF THEM, NOR WILL WE OR OUR SERVICE PROVIDERS OR OTHER AGENTS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF YOUR ACCESS TO OR USE OF, OR FAILURE TO OBTAIN ACCESS TO PERSONAL INTERNET BANKING, INCLUDING ANY SERVICE PROVIDER THEREIN.

## **C. Our Liability for Failure to Complete Transactions**

If we do not complete a transaction to or from your account on time, or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable:

- If, through no fault of ours, you don't have enough available funds in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer.
- If Personal Internet Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer.
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken.
- If you have not given us complete, correct and current instructions so that we can make a transfer or bill payment.
- There may be other exceptions not specifically mentioned.

## **6. HSBC Money Management Tools**

The HSBC Money Management Tools ("MMTools") is a personal financial information management service that provides you with a dashboard tool to allow you to manage your financial information by consolidating it in one place on the Personal Internet Banking website. With the MMTools, you may retrieve, view and organize information stored at various websites you designate, all within one convenient service. All HSBC accounts linked to your username and log on credentials through Personal Internet Banking are automatically added to the MMTools. These tools and services are currently free of charge. We reserve the right to charge fees for these services in the future.

### **A. Acceptance of Terms**

By using the information, tools, features and functionality of the MMTools, you agree to be bound by these Terms. We reserve the right at our discretion to make changes to these terms in accordance with this Agreement. Also, when using services offered through your third party service providers, you will be subject to terms posted by your service providers. Use of their services, or acceptance of their terms of service, as the case may be, signifies your agreement to their terms and conditions of service. You may only use the MMTools for personal or individual use. The MMTools are not intended to provide legal, tax or financial advice. Data and information is provided for informational purposes only, and is not intended for trading or transactional purposes. You may not use the MMTools on behalf of any business, partnership, corporation, proprietorship or other entity. You may not resell or otherwise provide other persons with access to these tools using your password or usernames.

### **B. Third Party Accounts**

By using the MMTools, you authorize HSBC and its service providers to access third party sites designated by you, on your behalf, to retrieve information requested by you. You hereby authorize and permit HSBC and its service providers to use information submitted by you to the MMTools (such as account passwords and usernames) to accomplish the foregoing and to configure the MMTools so that they are compatible with the third party sites for which you submit your information. You hereby represent to us that you are a legal owner of the accounts and have the authority to designate us as your agent, use these MMTools and to give us your passwords, user names and all other information you provide. For all purposes hereof, you hereby grant HSBC and its service providers a limited power of attorney, and you hereby appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party sites, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE ACCESSING AND RETRIEVING

INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that our service providers shall be entitled to rely on the foregoing authorization, agency and limited power of attorney granted by you, and our service providers are, for the purposes of this section, third party beneficiaries to this agreement, with the power to enforce these provisions as applicable. Third party websites shall be entitled to rely on the above authorizations, agency and power of attorney granted by you.

The MM Tools do not have the capability to initiate transactions affecting your financial accounts or provide notices or instructions affecting such financial accounts. When you access a third party website through the Tools, you open a new browser window to directly connect you to the third party website and submit information you have designated to allow further access to that site. Transactions and inquiries you initiate at such a site are not made through the MM Tools, and we have no responsibility for such transactions. You are responsible for all fees charged by the third party in connection with such transactions and accounts, and you agree to comply with the terms and conditions of those accounts.

### **C. Rights You Grant to Us**

#### 1. Content You Provide

Subject to our Privacy Notice, you are licensing to us any information, data, passwords, materials, or other content (collectively, "Content") you provide through or to us and the MM Tools. We may use, modify, display, distribute and create new material using such Content to provide the MM Tools to you.

**In addition, we may use this information to offer you other HSBC products and services that may be beneficial to you.** By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, we may use the Content for the purposes set out above. In addition, we welcome your feedback as a user of these tools. Any feedback you provide will become our confidential and proprietary information, and you agree that we may use in any manner and without limitation all comments, suggestions, complaints, and other feedback you provide relating to the MM Tools. We shall have a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable right to use feedback for any purpose, including but not limited to, incorporation of such feedback into the MM Tools.

#### 2. Registration for the Service

By using Personal Internet Banking, you are automatically registered for the MM Tools and your HSBC Personal Internet Banking accounts will be pre-populated into the MM Tools. When you click on the "Launch Tools" button, you will have the option to also aggregate accounts to the MM Tools from other financial institutions. If you do not wish to have your external non-HSBC accounts included in the Money Management Tools, you have the option to "Delete" them (permanently removes them from Money Management Tools) or to Inactivate them (they will no longer be updated, but the history collected thus far will be retained should you decide to re-activate those accounts at some point in the future).

#### 3. Account Access

In order to ensure that we are able to provide a high quality service that is responsive to your needs, you agree that our employees, third party service providers, auditors, attorneys and other agents may have access to your account records as reasonably needed to investigate complaints or comply with applicable laws.

#### 4. Advertising

You agree that we may use your aggregated financial information to recommend products and services to you.

## 5. Username and Password Privacy

Our employees do not have access to your third party site usernames and passwords. Furthermore, no employee will ever be able to view or retrieve your password, except with your explicit permission as part of customer service efforts.

### **D. Permission To Access Your Account Information**

By aggregating accounts from other financial institutions to the MM Tools, you authorize and permit HSBC and its service providers to undertake the following actions on your behalf: access third party websites, to retrieve your account and billing information, use information submitted by you to the MM Tools (such as account passwords and usernames) and to configure the MM Tools so that they are compatible with the third party websites for which you submit your information.

In order to provide you with the MM Tools, we must collect, on your behalf, your account and other personal information from third party websites and other Internet services that you aggregate to the MM Tools.

We may disclose your name, username, and passwords that you provided during aggregation to third party websites, so that the MM Tools can obtain the information you requested and display it to you on the MM Tools. When you add accounts for aggregation to the MM Tools, you authorize us and our service providers to disclose such information in order to provide the MM Tools.

You acknowledge and agree that for the limited purposes described in these terms, we shall be acting on your behalf and as your agent, and the acts undertaken by us to provide you with the MM Tools shall be deemed to be actions taken by you.

### **E. Third Party Sites**

You understand that we have no relationship, affiliation or connection with any third party websites, including the websites that are available for use with the MM Tools. The MM Tools are not endorsed or sponsored by the third party sites or any providers accessed in connection with the MM Tools. You agree that we assume no responsibility and shall incur no liability with respect to the acts, omissions or determinations of the third party websites accessed in connection with the MM Tools. If you have a dispute or question about any transaction on such site, you agree to direct these to the account provider. Balances shown on the MM Tools reflect the most recent refresh and may not be accurate if a refresh was not successfully completed or the information obtained during the refresh from the third party is otherwise not accurate or current. You agree that we are not liable for any errors or delays in the content, or for any actions taken in reliance thereon. The third party institution you select is solely responsible for its services to you. We are not liable for any damages or costs of any type arising out of or in any way connected with your use of the services of a third party institution.

### **F. Provide Accurate Information**

You agree to provide true, accurate, current, and complete information about your accounts maintained at other websites, as requested in our aggregation form and you agree to not misrepresent your account registration information. Accurate records enable us to provide the MM Tools to you. You agree to keep your account information up to date and accurate. Failure to provide accurate and complete information during aggregation may prohibit the use of the MM Tools. This aggregation information may include your passwords and usernames for the third party websites. We will have access to this information and use this information to provide the MM Tools access to websites on your behalf.

## **G. Accessing Money Management Tools**

The MM Tools are accessible whenever you access your Personal Internet Banking account on the computer, or compatible tablet or mobile devices, using your log on credentials. You are responsible for maintaining the confidentiality of your log on credentials and following appropriate security measures when banking online. You are fully responsible for all activities that occur using your log on credentials. Please notify us immediately of any unauthorized use of your log on credentials or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your log on credentials, either with or without your knowledge. You may not use anyone else's password at any time. While the MM Tools are accessible on multiple devices (computer, tablet, and mobile), full functionality may not be available on tablet and mobile devices. You agree that you are solely responsible for any software requirements, including any applicable changes, updates and fees, as well as the terms of your agreement with your mobile device and telecommunications provider. HSBC MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

## **H. Service Limitations**

We will try very hard to make your experience with us a productive one. However, we cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data, personalization settings or other service interruptions. For this reason, you agree that our MM Tools are provided "AS IS," without warranties of any kind. We cannot assume responsibility for the timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings.

## **I. Service Changes and Discontinuation**

We reserve the right to change or discontinue, temporarily or permanently, the MM Tools at any time without notice. You agree that we will not be liable to you or any third party for any modification or discontinuance of the MM Tools. We reserve the right to alter features, licensing terms, or other characteristics of any version of the MM Tools that it releases. We may suspend your access to the MM Tools at any time without notice and for any reasons, including but not limited to your non-use of the MM Tools.

## **J. Privacy**

We respect your privacy. The information you provide enables us to provide the MM Tools to you. It also enables us to give you updates about the MM Tools. You can see a full description of our privacy policies by clicking on the "Privacy" link located in the footer of the Personal Internet Banking website.

The following information, in addition to our Privacy Notice, sets forth additional information regarding personal information that is collected through the MM Tools.

1. What categories of Personal Information does the MM Tools collect?

We collect the following categories of personal information about you through the MM Tools:

- Information on Your Use of the Tools: We log information about your access and use of the tools, including (i) your transactions conducted in the tools, as well as through the use of Internet cookies (discussed below) (ii) the IP addresses from which you came to the site, and (iii) your communications with the MM Tools.

- **Information From Third Party Websites:** In order to display information to you through the MM Tools, the MM Tools must collect, on your behalf, your account and other personal information from third party websites and Internet services that you aggregate in the MM Tools. For example, if you aggregate your credit card account through the MM Tools, the MM Tools will collect the transactional and payment information regarding your credit card account to display it to you in the tools.
- **Account Access Information:** Information may be required to utilize value-added features of the MM Tools, such as Auto-Registration, or to access specific third party Internet services using the MM Tools. This information may include your passwords and usernames for the third party websites and Internet services. We will use this information for providing the services and accessing the third party websites you select on your behalf, so that we can present the requested information to you.

## 2. Does the Service use cookies?

The MM Tools store a non-persistent cookie (“session cookie”) on your computer if you have cookies enabled. If you do not have cookies enabled, you will be unable to use the MM Tools. A session cookie is simply a text file, which contains session-based information. The session cookie has a secure flag set that results in the cookie being transported through an encrypted SSL tunnel. This session cookie will only be returned to the server if your browser is set to allow sending of cookies (you can also set it to check for permission before sending cookies). We use session cookies for a variety of purposes intended to make the MM Tools a better service for you. For example, we use a session cookie to maintain session information for logged in users, to prevent the need for re-entry of login information when browsing outside the MM Tools. We reserve the right to use cookies to deliver content specific to your needs and interests. We may also use cookies to track user trends and patterns in order to better understand and improve areas of our sites that our users find valuable. We reserve the right to use outside ad companies to display ads on our sites. These ads may contain cookies. Cookies received with banner ads are collected by our ad companies, and we do not have access to this information.

### **K. Obey the Law**

You agree not to use the MM Tools for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others) invasive of another’s privacy, abusive, threatening, or obscene, or that infringes the rights of others.

### **L. Proprietary Rights**

You acknowledge and agree that we, our service providers and/or our licensors or suppliers own all rights to these MM Tools, the content displayed on the service and any intellectual or proprietary property and/or technology (in any form) made available to you as a part of or in conjunction with the MM Tools. You are only permitted to use any the foregoing as expressly authorized by these Terms and otherwise by the MM Tools. You may not copy, reproduce, distribute, or create derivative works from any content. If you access Zillow content, you agree that you will not use Zillow data for any other purpose than for your individual use. Further, you agree not to reverse engineer or reverse compile any technology associated with the MM Tools, including but not limited to, any software applications or Java applets associated with the MM Tools. Your right to use the MM Tools is personal to you; therefore, you agree not to resell or make any commercial use of the MM Tools.

### **M. Categorization of Transactions, Accounts or Other Information**

The categorization in the MM Tools is an estimated categorization provided for your information only, and does not indicate accurate status of any transaction, account or other information. You agree that you will not rely on the categories provided in or set by you for any purpose, including without limitation, for tax deductions.

## **N. Other Important Legal Matters**

DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE TOOLS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE TOOLS IS AT YOUR SOLE RISK. THE TOOLS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HSBC AND ITS AGENTS, LICENSORS, DISTRIBUTORS, ADVERTISERS, DEALERS AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE TOOLS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE TOOLS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE ARE NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY DATA FROM ANY THIRD PARTY OR FOR ANY INTERRUPTIONS IN THE AVAILABILITY OF ANY SERVICE, WHETHER THE RESULT OF ACTIONS BY US OR ANY THIRD PARTY. CATEGORIZATION WITHIN THE TOOLS IS AN ESTIMATION PROVIDED FOR YOUR INFORMATION ONLY, AND WE DISCLAIM ALL WARRANTIES OF ACCURACY FOR ANY USE, INCLUDING WITHOUT LIMITATION, TAX DEDUCTION CATEGORIZATION. HSBC AND ITS SERVICE PROVIDERS, AGENTS, LICENSORS, DISTRIBUTORS, ADVERTISERS, DEALERS AND SUPPLIERS MAKE NO WARRANTY THAT (i) THE TOOLS WILL MEET YOUR REQUIREMENTS, (ii) THE TOOLS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE TOOLS WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE TOOLS WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE TOOLS IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE TOOLS WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you. TO THE EXTENT THAT ANY PART OF THIS SECTION IS NOT CONSISTENT WITH ANY OTHER PART OF THESE TERMS, THEN THIS SECTION WILL CONTROL.

Third Party Products and Services. We remind you to be cautious when browsing on the Internet and to use good judgment and discretion when making purchases, obtaining information, or transmitting information. From these tools, you may visit or be directed to sites containing information or material that may be offensive or inappropriate to some people. HSBC makes no effort to review the content of these sites, nor is HSBC, or its agents, licensors, distributors, advertisers, dealers and suppliers responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites. In addition, HSBC does not endorse or control the content of any other user and is not responsible or liable for any content, even though it could be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar obscene or otherwise objectionable, or that it infringes or may infringe upon the intellectual property or other rights of another. You acknowledge that HSBC does not pre-screen content, but that HSBC, and its agents, licensors, distributors, advertisers, dealers and suppliers will have the right (but not the obligation) in their sole discretion to refuse, edit, move or remove any content that is available through the MM Tools.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER HSBC, NOR ANY OF ITS AFFILIATES, SUBSIDIARIES, LICENSORS, SUPPLIERS, ACCOUNT PROVIDERS, SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, OPPORTUNITY, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF HSBC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE MM TOOLS; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS,

DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE TOOLS; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANYONE ON THE TOOLS; (v) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vi) ANY OTHER MATTER RELATING TO THE MM TOOLS. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

Indemnification. You agree to protect and fully compensate HSBC and its affiliates, subsidiaries, licensors, suppliers and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of the MM Tools, your violation of the Terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

Potential Risks. While you may decide to aggregate accounts to this service from other financial institutions, we want you to know some potential risks. Aggregating accounts to the MM Tools will require that you provide authentication information for your various online services. Although every precaution has been taken to offer the MM Tools using state-of-the-art security measures, there is a risk of unauthorized access to your personal information if you fail to exercise adequate controls over your login information. Your aggregation to the MM Tools acknowledges that this risk exists and that HSBC is not liable to you for any harm or damage that may occur. You acknowledge and agree that we may not maintain the same level of security against unauthorized access to your account information as the third party sites from which you authorize us to retrieve information on your behalf.

## **7. Log On Credentials**

Your log on credentials are used to identify you when accessing Personal Internet Banking. They act as your signature. For information regarding creating a strong password, please [click HERE](#).

You can change your log on credentials, at any time. For your protection, you should memorize your log on credentials and not keep any notation of them on or with your computer. Log on credentials assure that only you, or someone to whom you give your log on credentials, can access Personal Internet Banking. You agree not to give your log on credentials to anyone you do not authorize to use Personal Internet Banking. If you choose to activate the feature that allows you to use your fingerprint to log onto the HSBC Mobile Banking App (for compatible devices only), you agree not to give fingerprint access to anyone you do not authorize to use your Internet Banking. If you do, you will be responsible for any money withdrawn or transferred from your Accounts when such person uses your log on credentials, including an authorized fingerprint.

If any of your Accounts are joint accounts or have additional authorized signers, each owner, or authorized signer is entitled to and should have their own log on credentials to access Personal Internet Banking. The sharing of credentials is not recommended and could potentially place your information at risk. To register, joint holders and authorized signers should call the Customer Relationship Center at 1-800-975-HSBC (1-800-975-4722) or sign up for Personal Internet Banking by visiting [us.hsbc.com](http://us.hsbc.com) and selecting "Register" in the top right hand corner to create individual log on credentials.

You understand and agree that to the extent permitted under applicable law each owner of an Account is jointly and individually responsible for all Personal Internet Banking transactions that affect that Account, including the initiation of HSBC Securities (USA) Inc. investment account transactions using Personal Internet Banking.



## **8. Wire Transfers**

The Wire Transfer service is governed by the Funds Transfer provisions of the Rules for Consumer Deposit Accounts governing such account.

## **9. HSBC Mobile Banking**

Mobile Banking is an extension of Personal Internet Banking and is available to all customers who have enrolled in the service. Use of Mobile Banking is subject to the HSBC Mobile Banking Terms and Conditions.

## **10. Electronic Funds Transfer**

The provisions in this section apply only to electronic funds transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Bureau of Consumer Financial Protection's Regulation E ("EFT"). HSBC may rely on any exceptions to the provisions in this section that are contained in Regulation E. All terms not otherwise defined in this Agreement which are defined in Regulation E will have the same meanings when used in this section as they do in Regulation E.

### **A. Liability for Use**

You are responsible for any EFT transaction you make with your log on credentials. You are also responsible for any EFT transaction made by someone else to whom you have given your log on credentials until you notify us that the person no longer has your permission to use them.

Tell us AT ONCE if you believe your log on credentials have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or other information about your account. Calling is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). Also, if your monthly statement shows EFT transactions made with your log on credentials that you did not make (or give someone permission to make for you), tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days, if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### **B. Where to Call or Write**

If you believe your log on credentials have been lost or stolen or that someone has or may use them to withdraw money from your deposit account without your permission, call the number or write to the address shown.

#### **CALL**

*800-975- 4722*

#### **OR WRITE**

*HSBC*

*P.O. Box 2013*

*Buffalo, New York 14240*

## **11. Bank to Bank Transfers Service**

Bank to Bank Transfers (“Service”) offered by HSBC and service provider allows you to transfer funds to or from your HSBC accounts and any other account held by you at another U.S. financial institution – referred to in these terms as **“Accounts”** – assuming, of course, that the transfer is permitted by your financial institution and by law. Bank to Bank Transfers can only be completed between accounts that are owned by the same account holder. In order to use Bank to Bank Transfers, you have to be a Personal Internet Banking customer of HSBC. Details of applicable limits can be found on the Bank to Bank Transfers section of the HSBC website.

### **A. Acceptance of Bank to Bank Transfers Terms**

**These terms apply when you use Bank to Bank Transfers.** HSBC reserves the right to change the Terms under which the Service is offered in its sole discretion at any time; however, HSBC will notify you of any material change to the Terms. In most cases, you will receive the notice online the next time you log in; however, HSBC reserves the right to notify you by email or by conventional mail, at its discretion. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. You can review, download and print the most current version of this Agreement at any time by clicking on the Terms and Conditions link within the footer of the Personal Internet Banking website and then clicking “Personal Internet Banking” in the “Other Terms & Conditions” section of the right hand menu. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can unsubscribe by sending a secure BankMail from Internet Banking or calling our Customer Relationship Center at 1-800-975-HSBC (1-800-975-4722). Representatives are available Monday - Sunday 7:00 am - 12:00 am ET and will be happy to help.

### **B. Information Authorization**

HSBC and our service provider reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to accounts that are blocked under regulations of the Office of Foreign Assets Control (OFAC) of the United States Treasury Department.

Once you are approved for Bank to Bank Transfers, we may verify the Accounts that you add to the Service from time to time. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance.

Once the test transfer is complete, we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts by requiring the entry of information you ordinarily use to access the Account provider’s website, or by requiring you to submit proof of ownership of the Account.

### **C. User Content**

Subject to HSBC’s Privacy Policy, you agree that HSBC may use, copy, modify, display and distribute any information, data, materials or other content (“Content”) you provide to HSBC for the purpose of providing the Service, and you hereby give HSBC a license to do so. By submitting Content, you represent that you have the right to license such Content to HSBC for the purposes set forth in this Agreement.

## **D. Accounts**

You understand that in order to complete Bank to Bank Transfers, it is necessary for HSBC and our service provider to access the websites and databases of your bank and other institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit HSBC and our service provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

For as long as you are using the Service, you give to HSBC and our service provider a limited power of attorney and appoint HSBC and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as you might or could in person. Once HSBC and/or our service provider has actual knowledge that you wish to cease using the Bank to Bank Transfers service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by HSBC and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each Account provider is independent of HSBC and your use of the Bank to Bank Transfers. HSBC will not be responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN HSBC AND OUR SERVICE PROVIDER IS EFFECTING A BANK TO BANK TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, HSBC AND OUR SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that HSBC, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR BANK TO BANK TRANSFERS INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND; (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for the Bank to Bank Transfers service. Bank to Bank Transfers allows personal accounts in your name to be added to your profile. Business accounts are not eligible to be used with the Bank to Bank Transfers service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, etc.), savings, trusts, loans, custodial, and other account types. We are not responsible for any costs or losses incurred from Bank to Bank Transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

## **E. Electronic Communications**

### 1. General Consent; Categories of Records

Bank to Bank Transfers is an electronic, Internet-based service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information (“Communications”) may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of Bank to Bank Transfers and other transactions through the Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although HSBC reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be “in writing.” You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

### 2. How to Withdraw Consent

If you have registered for the Service and you wish to withdraw your consent to have Communications provided in electronic form, you must cancel any pending transfer requests (within the time period permitted by the Service cancellation policies) and stop using the Service.

### 3. How to Update Your Records

You agree to promptly update your registration records if your email address or other information changes. You may update your records, such as your email address, by using the “My contact information” section in Personal Internet Banking.

### 4. Delivery of Electronic Communications

Communications may be posted on the pages of the Service website or other website disclosed to you and/or delivered to the email address you provide. Any electronic Communication sent by email will be deemed to have been received by you when HSBC sends it to you, whether or not you received the email. If the Communication is posted on the Service, then it will be deemed to have been received by you no later than five business days after HSBC posts the Communication on the pages of the Service, whether or not you retrieve the Communication. An electronic Communication by email is considered to be sent at the time that it is directed by HSBC’s email server to the appropriate email address. An electronic Communication made by posting to the pages of the Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

### 5. Email Requirements

In order to access and retain Communications, you must have:

- An email account and email software capable of reading your email.

## **F. Privacy Policy and Confidentiality**

In order to provide Bank to Bank Transfers, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as "User Information"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information.

You can see a full description of our privacy policy by clicking on "Privacy" located in the footer of the Personal Internet Banking website.

## **G. Business Days**

The Service will process requests for transfers on business days. The business days for Bank to Bank Transfers are Monday through Friday. Federal Reserve Bank Holidays are not included.

## **H. Transfer Types and Limitations**

### 1. Types of Transfers

You may use this service to transfer funds to or from an HSBC account and another personal account in your name at another U.S. financial institution or an approved service provider investment account, through the Internet. Transactions may be scheduled to occur one time, for a future date, or recurring.

Some of these services may not be available at all times. We may from time to time make available additional or new features to the Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. Please ensure that you have sufficient funds to effect any Bank to Bank Transfers from your Accounts. We may at any time decline to effect any Bank to Bank Transfer that we believe may violate applicable law.

### 2. Dollar Amount of Transfers

You may not make Bank to Bank Transfers in excess of limits described on the Service. We reserve the right to change from time to time the dollar amount of the Bank to Bank Transfers you are permitted to make using our Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see "**Suspension and Reinstatement of Bank to Bank Transfers**" below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

### 3. Transfers Subject to the Rules of the Accounts

Additionally, all Bank to Bank Transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to effect any Bank to Bank Transfers from or to an Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

## **I. Rejection of Transfers**

We reserve the right to decline to effect any Bank to Bank Transfer, to submit Bank to Bank Transfer instructions or orders or to carry out change or cancellation requests.

## **J. Authorization**

You authorize us to select any means to execute your Bank to Bank Transfer instructions. You understand that to effect your Bank to Bank Transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules, we debit one of your Accounts and credit another of your Accounts. Once your Account has been debited, we credit our service provider's transfer account at the service provider's clearing bank. After our service provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between 3-4 business days), our service provider will credit your Account. The sole purpose for our service provider's transfer account is to complete your Bank to Bank Transfer requests and for performing the services within the scope of this Agreement. The service provider earns no interest on the funds in the transfer account. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize our service provider to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the Account.

You understand and agree that we may from time to time impose additional charges in connection with your Bank to Bank Transfers transactions. HSBC will notify you of such fee in advance of the transaction and according to applicable rules and regulations. If you choose to proceed with the transaction, you authorize HSBC to debit your account in the amount indicated.

In the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable Account in accordance with this Agreement.

You understand and agree that in the event we are unable to execute your Bank to Bank Transfers request utilizing the ACH, we may utilize other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or check.

## **K. Suspension and Reinstatement of Bank to Bank Transfers**

In the event that we at any time incur a problem with your use of the Service, including without limitation a failure in attempting to debit any of your Accounts or to collect with respect to any of your Bank to Bank Transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement (see **"Error Reporting and Claims,"** below). We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, HSBC in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see **"Dollar Amount of Transfers,"** above).

## **L. Documentation**

You may access a statement of all Bank to Bank Transfers effected or pending at any time by clicking on the 'History' tab located within the Bank to Bank Transfers service. If a Bank to Bank Transfer could not be completed, HSBC and/or our service provider, upon learning that the Bank to Bank Transfer has failed, will make a reasonable effort to complete the transfer. If the Bank to Bank Transfer fails a second time, we will notify you to contact your financial institution or other provider of the relevant Account to learn more about the failure.

## **M. Your Responsibility for Errors**

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit Bank to Bank Transfer instructions on your behalf. You understand that financial institutions receiving the Bank to Bank Transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, HSBC reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

## **N. Error Reporting and Claims**

For Error Resolution procedures concerning your personal HSBC accounts, you may refer to the Personal Internet Banking Terms and Conditions at any time by clicking on "Terms & Conditions" in the footer of the Personal Internet Banking website, and then clicking "Personal Internet Banking" in the "Other Terms & Conditions" section of the menu on the right. We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

## **O. Proprietary Rights**

You acknowledge and agree that HSBC and/or our service provider own all rights in and to the Bank to Bank Transfers. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile HSBC and/or our service provider's Bank to Bank Transfers or any of HSBC's and/or our service provider's services or technology.

## **P. No Unlawful or Prohibited Use**

As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

## **Q. Service Changes and Discontinuation**

We may modify or discontinue the Service or your use of some or all accounts within the service, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your account within the Service and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of HSBC and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Services. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our Bank to Bank Transfers.

You can terminate your Bank to Bank Transfer service with HSBC at any time by sending a secure BankMail from Internet Banking or calling our Customer Relationship Center at 1-800-975-HSBC (1-800-975-4722). Representatives are available Monday - Sunday 7:00 am - 12:00 am ET and will be happy to help.

## **R. Service Charges**

There are no transaction fees when you transfer funds through the Bank to Bank Transfer service.

## **S. Security Procedures**

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of Bank to Bank Transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such Account.

## **T. Deviating from Security Procedures**

You agree to allow us to authorize any financial institution at which you have an Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition you agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

## **U. Account Number Policy**

If Bank to Bank Transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

## **V. Joint Account Holder**

By using Bank to Bank Transfers, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our Bank to Bank Transfers service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.



## **W. Means of Transfer**

You authorize us to select any means we deem suitable to provide your Bank to Bank Transfer instructions to the applicable financial institution. These choices include banking channels, electronic networks, and funds transfer systems. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as automated clearinghouse (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period and if any interest is earned will be the property of HSBC.

## **X. Our Liability**

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account. HSBC is not responsible or liable if your financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, HSBC shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of HSBC hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any Bank to Bank Transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the Bank to Bank Transfer and the Bank to Bank Transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the Bank to Bank Transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a Bank to Bank Transfer or if the HSBC website was not working properly and you knew about the breakdown when you started the Bank to Bank Transfer.

## **Y. Your Right to Cancel a Bank to Bank Transfer**

You can cancel or stop a single Bank to Bank Transfer any time before the debit transaction is sent to the Federal Reserve Bank through the Bank to Bank Transfers service in Personal Internet Banking. If the transfer is a recurring transfer set up on the Bank to Bank Transfers service, then you can cancel that Transfer through the use of Bank to Bank Transfers in Personal Internet Banking as long as the request is received before the Process Date of the next recurring transfer. Once a recurring transfer is cancelled, all future transfers will be cancelled and you must reschedule it if you want transfers to be made in the future.

## **Z. Limitation of Warranty and Liability**

YOU UNDERSTAND AND AGREE THAT OUR BANK TO BANK TRANSFERS SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE BANK TO BANK TRANSFERS SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE BANK TO BANK TRANSFERS SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES,

INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE HSBC WEBSITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE BANK TO BANK TRANSFERS SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE BANK TO BANK TRANSFERS SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE BANK TO BANK TRANSFERS SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE BANK TO BANK TRANSFERS SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE BANK TO BANK TRANSFERS SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **AA. Indemnification**

You agree to indemnify, defend and hold harmless HSBC, its service provider, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from your use of the Bank to Bank Transfers service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your Accounts, of any intellectual property or other right of any person or entity.

#### **BB. Miscellaneous**

You understand and agree that our service provider is not a bank, a broker-dealer firm, or any other kind of financial institution. You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts linked for the purposes of the Bank to Bank Transfers; and that you are rightfully authorizing us to access the Accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. HSBC's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of HSBC's right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Bank to Bank Transfers service. This Agreement may be amended, or any of HSBC's rights waived, only if HSBC agrees in writing to such changes, or you continue using the Bank to Bank Transfers service following receipt of notice of any changes proposed by HSBC. All notices to you shall be in writing and shall be made either by email, conventional mail or messages delivered through the Services, at HSBC's discretion. All notices to HSBC must be made in writing and sent to HSBC by registered or certified mail.

HSBC Bank USA, N.A.  
P.O. Box 2013  
Buffalo, NY 14240

This Service and these Terms are personal to you and may not be assigned to anyone by you.

If either of us has any dispute or disagreement with the other regarding this Service that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association. This Service shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

(Rev 06/2018)