

HSBC Debit Mastercard® card or ATM Card

Cardholder Agreement

This is the Agreement that covers the use of your HSBC Debit Mastercard® card or ATM Card (“Card”) issued by HSBC Bank USA, National Association and replacement Cards issued from time to time at our option. By requesting or accepting a Card you agree to be bound by all the terms and conditions of this Agreement. In this Agreement, the words “you” and “your” mean the customer(s) to whom we issued a Card. The words “HSBC,” “we,” “us,” “our” or “Bank” mean HSBC Bank USA, National Association. “Checking Account” means your personal HSBC Checking Account you have designated in your Debit Mastercard® card or ATM Card Application (or which you may in the future properly designate). “Savings Account” means your personal HSBC Savings Account (if any) you designated in your Debit Mastercard® card or ATM Card Application (or which you may in the future properly designate) to be linked to your Card for purposes of Automatic Teller Machine (“ATM”) withdrawals, transfers, and deposits. The term “Account” refers to any Checking Account or Savings Account. You agree to use your Card only for valid and lawful purposes and that if your Card is used for any other purposes you are responsible for such use.

This Agreement amends and supplements the deposit agreement you have signed for your personal Checking Account and/or personal Savings Account and the Electronic Banking Services Information Statement. Both your Checking Account and Savings Account are also subject to the Rules for Consumer Deposit Accounts and the corresponding Terms and Charges Disclosures given to you in connection with your accounts. To the extent any of the provisions in those documents are inconsistent with the information in this Agreement, this Agreement will govern.

You may remove access to any account(s) from your Card by properly notifying us in person or by calling the phone number on the back of your Card. However, if you remove access to your Checking Account from your Debit Mastercard® card, we will replace your Debit Mastercard® card with an ATM Card.

The Debit Mastercard® card is available to individuals with HSBC personal Checking Accounts. The ATM Card is available to individuals with HSBC personal Checking Accounts or Savings Accounts. The Debit Mastercard® card and ATM Card are not available to any businesses, including, without limitation, sole proprietorships, corporations, partnerships and unincorporated associations (for those purposes the HSBC Debit Fusion card may be available).

I. SERVICES AND USES AVAILABLE WITH YOUR DEBIT MASTERCARD® CARD OR ATM CARD

You can use your Card to do the following:

- A. Point-of-Sale Transactions.** You can use your Debit Mastercard® card to purchase goods or services at any merchant location that accepts debit Mastercard®. You can use your ATM Card (if linked to your Checking Account) to purchase goods or services at any merchant location that accepts Maestro®. In this Agreement, these purchases are called “Point-of-Sale” transactions, and merchants who accept the Debit Mastercard® card or ATM Card are called “participating merchants.” You can make Point-of-Sale purchases using your Debit Mastercard® card or ATM Card up to the amount of the available balance in your Checking Account at the time of the Point-of-Sale transaction. The “available balance” for Point-of-Sale transactions means the available balance in your Checking Account plus any available limit on any overdraft protection account you may have linked to your Checking Account, subject to the limits disclosed in the Electronic Banking Services Information Statement. You cannot access your Savings Account for Point-of-Sale transactions.

You authorize us to debit your Checking Account for the amount of the transaction, whether or not you have signed or sign any sales authorization slip. You acknowledge that all Point-of-Sale transactions will constitute a simultaneous withdrawal from your Checking Account, even though the transaction might not be paid from your Checking Account until a later date. Point-of-Sale transactions will be debited to your Checking Account in a similar manner as checks drawn on your Checking Account.

Participating merchants may be required to obtain an authorization from us for certain Point-of-Sale transactions. We are under no obligation to authorize Point-of-Sale transactions for which there are not sufficient funds available in your Checking Account.

For any HSBC Debit Mastercard® cards or ATM card we have the right to return any check or other item drawn against your Checking Account which would overdraw your account due to the hold placed for a Point-of-Sale transaction made or authorized using your Debit Mastercard® card or ATM card. We will not be liable for any failure to authorize later Point-of-Sale transactions or failure to pay other checks or items drawn on your Checking Account pending completion of the processing of a previous Point-of-Sale transaction.

For HSBC Jade and HSBC Premier World Debit Mastercard® cards held by Private Bank customers we may, but are not required to, allow Point-of-Sale transactions which exceed the available balance in your Checking Account. If we do, you agree that we may treat the amount of such excess as an overdraft, and you agree to pay at once every such overdraft. If we do allow an overdraft, it does not mean we will do so again.

You do not have the right to stop payment on any Point-of-Sale transaction or on any ATM transaction you perform or which is authorized by you.

- B. ATM Transactions.** You may use your Card to withdraw cash from your Checking or Savings Account; make deposits to your Checking or Savings Account; or transfer funds between your Checking and Savings Accounts up to the daily limit as outlined in the Electronic Banking Services Information Statement accompanying your Card. You authorize us to charge any withdrawal by use of your Debit Mastercard® card or ATM Card to your Checking Account or Savings Account as though you had specifically signed a withdrawal authorization. If there are insufficient funds in the account to cover such a withdrawal, you agree that we may treat the amount of such withdrawal as an overdraft which you will be obligated to pay us at once.
- C. Electronic Banking Services.** You can use your Debit Mastercard® card or ATM Card plus your Personal Identification Number (PIN) at any EFT Facility (i.e., Automated Teller Machine, Point-of-Sale terminal or other electronic facility) that accepts the Card to perform transactions as outlined in our Electronic Banking Services Information Statement accompanying your Card.
- D. Over the Counter Withdrawals.** You can use your Debit Mastercard® card to make over the counter withdrawals from your Checking Account at any of our branches or at certain other financial institutions that accept Debit Mastercard® card. You cannot withdraw funds over the counter using your ATM card. You cannot withdraw funds from your Savings Account using your Debit Mastercard® card.
- E. Sign Your Card(s).** Since the Debit Mastercard® card or ATM Card is a means to identify the accountholder and joint accountholder(s) of the Card, you agree to sign the back of the Card immediately upon receipt.
- F. Use of Your Debit Mastercard® card or ATM Card and associated PIN.** Security in the use of the Debit Mastercard® card or ATM Card is provided by the PIN that has been assigned to your Card, the security chip, and the magnetically encoded strip on the Card. Please keep the Card safe, and also protect the PIN. Use the Card and the PIN as instructed at all times. Please notify us of any mechanical or operating failure in connection with the use of Card. Do not permit anyone else to use your Card, and do not disclose your PIN or record it on the Card. You are responsible for all transactions in which you use your Card, or the use of the Card by anyone else who uses it with your permission.
- G. ATM Safety.** Follow these safety tips when using an ATM: Be aware of your surroundings especially after dark, when you may want to consider having someone accompany you to the ATM. Use ATMs in well-lit areas only. If someone looks suspicious or you feel uncomfortable, choose another location. Park your car in a well-lit area near the ATM. At drive-up ATMs, keep the engine running, keep all doors and windows locked when possible, and keep one car length's distance between you and the car in front of you. Have your card ready before reaching the ATM. Close the entry door completely upon entering the ATM facility. Block the ATM screen with your body so nobody can read the screen. If someone is crowding you from behind or trying to see the screen, cancel your transaction and go to another machine. Once you have completed a transaction, put your money, card and receipt away before leaving

the ATM. Count your cash in a safe location. Never open the door to an enclosed ATM vestibule for someone else. Each person should gain access to the ATM using his or her own card.

All efforts are made to restrict access to an ATM facility located within the interior of a building to persons authorized to use an ATM Card, Debit Mastercard® card or Mastercard®/VISA® credit card; however, entrance is sometimes obtained by persons who are not authorized to use the ATM facility. Please be aware of this. If you are followed when leaving an ATM, move quickly to a safe, well populated area. Call the police and report any suspicious activity. Also, notify us. The activity within most HSBC ATM facilities is recorded by surveillance cameras. Where emergency assistance is needed due to criminal activity or medical emergency, call 911 at the nearest telephone. Complaints concerning security or criminal activity in an ATM facility should be directed to your branch bank or by calling the HSBC Security Department toll free at 1-866-900-7811. New Jersey residents can also contact the New Jersey Banking Department at 1-800-446-7947.

- H. Statements.** Transactions made with your Debit Mastercard® card or ATM Card will be shown on the regular periodic statements which you will receive on the Account(s). You have a duty to examine your Account statements and to report to us any unauthorized activity on your Account, in accordance with the Electronic Banking Services Information Statement.
- I. Debit Mastercard® card or ATM Card Fees.** You agree to pay us the appropriate fees listed in the Electronic Banking Services Information Statement which may be amended from time to time by us. You authorize us to charge your Checking Account for any fees due to us.

II . OTHER IMPORTANT DEBIT MASTERCARD® CARD OR ATM CARD INFORMATION

- A. Termination, Suspension or Limitations of Services.** We can terminate or suspend your right to use the Card at any time with or without cause and without notice. We reserve the right not to replace a lost or stolen Card. If we cancel the Card or it expires, you agree to destroy it or return it to us immediately. If you are asked by a participating merchant or other institution that accepts the Card to surrender an expired or cancelled Card, you must do so. You may not use the Card after it has expired or been cancelled, but you will remain responsible for all amounts owing to us under this Agreement.
- B. Changes in Terms.** We reserve the right to make changes in this Agreement to the extent permitted by law at any time. Unless the change must be made immediately for security reasons, we will tell you about any change that increases your expense or limits the use of your Debit Mastercard® card or ATM Card at least 21 days before the change becomes effective by written notice to you at the last address we have for your Account.
- C. Who May Use Your Debit Mastercard® card or ATM Card.** You acknowledge that the Debit Mastercard® card or ATM Card can only be issued to you and any joint accountholder(s) for your Checking Account, as specified at account opening. (If your Checking Account is a joint account that requires two or more signatures, it cannot be designated as your Checking Account for use with the Debit Mastercard® card or ATM Card.) You further acknowledge that, in order for your Savings Account to be accessed by your Debit Mastercard® card or ATM Card, it must be held by the same accountholder(s) as the designated Checking Account. You and the joint accountholder(s) (if any) are the only ones authorized to use the Debit Mastercard® card(s) or ATM Card(s) issued for your Checking Account. You agree that by disclosing your PIN to someone, you are authorizing them to use your Debit Mastercard® card or ATM Card in the same manner that you can use your Debit Mastercard® card or ATM Card.

Please notify us immediately if your Card is lost or stolen, or if there are, or you suspect there may be, any unauthorized use of your Debit Mastercard® card or ATM Card or Personal Identification Number (PIN) or any error or improper activity shown on your statement for either your Checking Account or Savings Account. To notify us: call toll free 800-462-1874 or 716-841-4880 (24 hours/seven days a week).

Information regarding your liability for unauthorized EFT transactions is contained in the Electronic Banking Services Information Statement.

- D. Refusal of Debit Mastercard® card or ATM Card; Terminal Failure.** We have no responsibility for the failure of any ATM, participating merchant, financial institution or other party to accept your Debit Mastercard® card or ATM Card. We will not be liable if an electronic terminal fails to function for any reason, whether or not this malfunction is known

to us, nor will we be liable if your Debit Mastercard® card or ATM Card has been rejected or confiscated, either at an electronic terminal or through a merchant or financial institution, if previously reported lost or stolen and you attempt to use it.

- E. Disputes.** You agree to use your best efforts to settle all disputes about purchases you made using the Debit Mastercard® card or ATM Card with the merchant who honored the Debit Mastercard® card or ATM Card.
- F. Debit Mastercard® card or ATM Card Ownership.** All Debit Mastercard® cards or ATM Cards are the property of HSBC Bank USA, N.A., 2929 Walden Ave., Depew, New York 14043.
- G. No Overdrafts.** You understand your Debit Mastercard® card or ATM Card does not serve as a credit card nor as overdraft protection. You agree that you will not use your Debit Mastercard® card or ATM Card to make any withdrawal that exceeds the available balance in your Checking Account. If you make such a withdrawal, we may treat the excess amount as an overdraft on your account, which you agree to pay at once.
- H. Time of Transaction.** All transactions made using your Debit Mastercard® card or ATM Card are subject to our Bank's processing schedules. Any transaction made on a holiday or after regular banking hours may be held by us until the next business day.
- I. No Return of Drafts.** You agree that we do not need to return to you the original or a copy of any sales draft or cash withdrawal draft originated by proper use of your Debit Mastercard® card or ATM Card.

III. MISCELLANEOUS

- A. Applicable Law.** This Agreement is governed by and shall be construed in accordance with applicable federal law and the laws of the State of New York, regardless of whether you live in New York or use your Card in New York.
- B. Severability.** If a provision of this Agreement is held invalid or unenforceable in any respect, the validity or enforceability of the remaining provisions will not in any way be affected.
- C. Attorneys' Fees.** You agree to pay for any costs incurred by the Bank, including reasonable attorneys' fees and court costs, as a result of any dispute involving your Card.

HSBC Bank USA, N.A. Member FDIC.

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