

# Personal Internet Banking Terms and Conditions

## Table of Contents:

- [1. What This Agreement Covers](#)
- [2. Personal Internet Banking Services](#)
- [3. Other Terms and Conditions](#)
- [4. Log On Credentials](#)
- [5. Wire Transfers](#)
- [6. HSBC Mobile Banking](#)
- [7. Electronic Funds Transfer](#)
- [8. Bank to Bank Transfers Service](#)

## 1. 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 enrolled HSBC customers to perform a number of banking functions online 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.

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. Your use of online banking services may also be affected by the agreements between us for your linked HSBC accounts. 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 online banking services. In addition, your use of online banking services is affected by our [Website Terms and Conditions](#), which terms are incorporated here by reference and made a part of this Agreement.

## 2. Personal Internet Banking Services

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. Please refer to this Agreement, related agreements for online services and your applicable account agreements and/or fee schedules for information on fees for online services. Certain types of transactions within Personal Internet Banking may require additional authentication using an [HSBC Security Device](#). Some online banking services may not be available for certain accounts, customers, or through Mobile Banking.

### A. Bill Payment Services

If you are an HSBC customer with an eligible checking account, you may use the bill payment service (“Bill Payment”) to make one-time or recurring payments online from your linked checking account(s) to companies or individuals (“Payees”) you select. Payments can be entered up to a year in advance.

Bill Payment is limited to Payees with United States addresses. In utilizing Bill Payment, you authorize us to make payments to the Payee in the manner we select, either electronically or by check. Our payment system selects the most appropriate method. If we are unsuccessful, or if we determine that the Payee cannot process payments in a timely manner, we may decline future payments to the Payee. In the unlikely event that this occurs, we will promptly send you a notice. Any obligations that you wish to pay through Bill Payment 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.

**Scheduling Bill Payments:** The scheduled delivery date is the date you enter for the payment to be delivered to the Payee. The system will display to you the earliest possible delivery date, which may not be the same day. The payment amount will be debited from or charged to the account that you designate prior to 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. If we are unable to complete the payment because of insufficient funds in your account or some other reason, we will send you a secure Message through online banking. 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.

**Canceling 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 1-800-975-4722; or (3) By writing to: HSBC Bank USA, National Association, P.O. Box 9, 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.

**B. Transfers**

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. Recurring transfers may be set up when a fixed amount is transferred at regular intervals, for example, a \$100 transfer from a checking to a savings account which occurs every two weeks.

Transfers will be processed as follows:

**Immediate transfers**

<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>

**Scheduled transfers**

<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.

**C. Limitations for Bill Payment and Transfers**

Transfers and Payments made through Personal Internet Banking are subject to the [Rules for Consumer Deposit Accounts](#) governing such account, including any applicable Transfer Limits. Any obligation that you wish to pay with Bill Payment 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. We will not be liable if you use Bill Payment or Transfers for one of these prohibited categories and the payment does not go through or does not arrive on time. You should not use the service to make:

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

#### **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 enough money (available balance) in your account(s) to cover the transaction at the time of the transfer or payment. Any transfers or payments you request that exceed the available balance in your account(s) will be treated in accordance with the Rules for Consumer Deposit Accounts, and any other applicable agreements. 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 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 or Mobile Banking. In the event your account does not have sufficient available balance on a future transfer or payment, a secure Message through online banking will be sent to you.

#### **E. Our Liability for Failure to Cancel or Stop a Transfer or Bill Payment**

If you attempt to cancel a payment in accordance with this Agreement and we do not do so, we will be liable for any of your losses or damages.

### **3. Other Terms and Conditions**

#### **A. Charges and Fees**

Except as otherwise provided in your applicable account agreements and schedule of fees, there is no monthly service charge for accessing your linked accounts online. Depending on how you access Personal Internet Banking, you may incur charges for Internet service provider fees and/or wireless carrier fees.

#### **B. 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. Please visit the HSBC [Contact Us page](#) for complete contact information and hours.

#### **C. Business Days**

For Personal Internet Banking services, our business days are Monday through Friday, excluding Federal holidays, and, for investment accounts only, stock exchange closures and holidays (such as Good Friday).

#### **D. Cancelling Your Personal Internet Banking**

Personal Internet Banking will remain in effect until it is terminated by you or HSBC. You may cancel Personal Internet Banking at any time by notifying us of your intent to cancel in writing, through online banking secure Messages, or by other written correspondence. This cancellation applies to your Personal Internet Banking profile only, and does not terminate or close your HSBC accounts. All HSBC online-only accounts require that you access the accounts online and, accordingly, such accounts must be closed if you want to remove online access. We may terminate your participation in Personal Internet Banking for any reason, including inactivity, or no reason, at any time. We will try to notify you in advance, but we are not obliged to do so. Your online banking services will also end if you close all accounts linked to your Personal Banking profile.

If you choose to cancel Personal Internet Banking, any unprocessed payments will be cancelled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing Personal Internet Banking. HSBC will cancel any scheduled payments within two bank business days from the date we receive your request to discontinue Personal Internet Banking

#### **E. Joint Accounts**

If a joint account is linked to the service, we may act on the verbal, written or electronic instructions of any account owner. For more information regarding access of joint accounts online, please see Section 4 of this Agreement.

#### **F. Changes to Agreement**

We may change this Agreement at any time. We will notify you of such changes by mail, secure Messages through online banking, or notice in an HSBC Wealth Center. Any change will be effective when sent or posted. If you initiate any transfer of funds or bill payment through online banking after the effective date of a change, you indicate your agreement to the change.

We will send you notice 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.

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

You are required to provide us with a valid, current email address. If your email address changes at any time, you must promptly update your email address with us. We may send messages to your external email address to notify you about changes in terms, privacy notices, or that responses to your payment inquiries or customer service inquiries are available in online banking. We cannot act on instructions sent by you from an external email address. You should use the Chat function through online banking to send instructions to HSBC.

#### **H. 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). No HSBC or Payee employee, nor any company affiliated with HSBC, 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.

#### **I. Account Statements and Documents**

**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 communications electronically. In addition, the Electronic Communications Disclosure provides important information about electronic delivery for account statements and documents. For more details, please review the Electronic Communications Disclosure by visiting [Electronic Communications Disclosure](#).

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 your communication preferences in online banking. 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 through online banking in Personal Internet Banking. You must have a valid email address to receive these alerts. Electronic statements and documents are generally provided in PDF 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.

**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. Your HSBC online-only accounts require electronic delivery of statements and documents. 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.

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

Personal Internet Banking is a service 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 online banking relating to your business accounts. You acknowledge that HSBC offers HSBCnet for business accounts. HSBCnet provides additional security features. HSBCnet provides built-in security features permitting you to establish transfer and account access limitations that are not available on Personal Internet Banking.

#### **K. Limitation of Liability for Online 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 ONLINE BANKING SERVICES, INCLUDING ANY SERVICE PROVIDER THEREIN.

#### **L. 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 to cover the transaction or transfer.
- If online 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.

## **4. 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 visit <https://www.us.hsbc.com/help/security/protect-you/#internet>. 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 can access Personal Internet Banking. You agree not to give your log on credentials to anyone. If you give your log on credentials to a person or entity, application or otherwise, you will be responsible for any money withdrawn or transferred from your accounts using such log on credentials.

If any of your accounts are joint accounts, each owner is entitled to and should have their own log on credentials to access online banking. The sharing of credentials is not recommended and could potentially

place your information at risk. To register, joint holders should call the Customer Relationship Center at 1-800-975-4722 or sign up for Personal Internet Banking by visiting [us.hsbc.com](https://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 the account, including the initiation of HSBC Securities (USA) Inc. investment account transactions using Personal Internet Banking.

## 5. Wire Transfers

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

## 6. HSBC Mobile Banking

Use of the HSBC Mobile Banking App is subject to additional terms contained in the [HSBC Mobile Banking Terms and Conditions](#).

## 7. 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. HSBC's Electronic Banking Services Information Statement is incorporated herein by reference.

### 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, contact us immediately. Please visit the HSBC [Contact Us page](#) for complete contact information and hours.

### C. Error Resolution Notice

In case of errors or questions about your electronic transactions, please refer to the HSBC Electronic Banking Services Information Statement.

## 8. 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 Message from online banking or calling our Customer Relationship Center at 1-800-975-4722. Representatives are available Monday - Sunday 7:00am - 9:00pm 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 “Communication preferences” 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 your 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 affect 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 Message from online banking or calling our Customer Relationship Center at 800.975.HSBC (4722). Representatives are available Monday - Sunday 7:00am - 9:00pm 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.

#### **AB. 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 9  
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 law's 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 06/2022)