## **HSBC GLOBAL MONEY ACCOUNT TERMS**

## What you must read

These terms describe what you can expect from HSBC Bank USA, N.A.

These terms are also incorporated by reference and should be read together with:

- Rules for Consumer Deposit Accounts Contains the general terms applicable to your deposit accounts you have with us
  - <u>Electronic Banking Services Information Statement</u> Applies to your use of our Electronic Banking Services under the Electronic Fund Transfer Act
- Online Privacy Statement Explains how we collect, store, use and share your data
- Mobile Banking Terms and Conditions Contains the terms applicable to the HSBC Mobile Banking App

### GENERAL INFORMATION

#### 1. About your HSBC Global Money Account

It's a prepaid account available on our mobile app for customers who have an active HSBC consumer deposit account.

We won't pay you interest on the money in your HSBC Global Money Account and no Annual Percentage Yield (APY) is earned.

The foreign currencies in your HSBC Global Money Account are insured in the aggregate by the Federal Deposit Insurance Corporation for up to the equivalent permissible limit in U.S. dollars. Exchange rate risk may adversely impact the amount of principal returned in U.S. dollar (USD) terms.

## 2. How to use your HSBC Global Money Account

In order to open an HSBC Global Money Account, you'll need to have an active HSBC Premier deposit account with us and have downloaded the HSBC Mobile Banking App.

In order to use your HSBC Global Money Account,

- **Identify a funding account**: This is the account that will be used to make transfers to and from your HSBC Global Money Account. It can be any eligible deposit account you have with us.
- Load funds: Transfer funds to any of the available currencies in your HSBC Global Money Account. Once the account has funds, those funds can be sent to other HSBC entities outside of the U.S.

### 3. Security

#### What we do

We may ask more questions or confirm some instructions with you before we act. If we're not satisfied with the answers, we may delay or refuse instructions or block your account. We do this to keep your money and data safe.

#### What you must do

You must:

- take reasonable steps to keep your personal and financial information safe. If you want more information about how to do this, have a look at <a href="https://example.com/HSBC's Security & Fraud Center">HSBC's Security & Fraud Center</a>.
- carefully review your statements and the information we send you
- tell us as soon as possible if you suspect that your account, data or log on details are no longer safe or have been used by someone else

#### What we'll do if you report issues

We may ask you for information and give this information to law enforcement agencies. We'll need your help with the investigation, otherwise we may be unable to help you.

## **PAYMENTS AND EXCHANGE**

### 4. Payment out

We may adjust limits at any time in our sole discretion and will notify you in the event of any adjustments to our limits. For current HSBC Global Money Account limits visit: <a href="https://www.us.hsbc.com/globalmoney/">https://www.us.hsbc.com/globalmoney/</a>.

We may block any attempted transfer or payment that exceeds the limits. Other countries' limits may vary.

### 5. Currencies exchange

#### How currency transactions work

You can convert funds in your HSBC Global Money Account to another currency anytime. The exchange rate that we offer for that transaction will be displayed for your review prior to confirmation. You can then decide to go ahead with the transfer or not. If you decide to go ahead with it, it will be processed within seconds.

#### When we can't process a currency transaction

Restrictions on transactions from one currency to another may stop us from completing a transaction.

#### 6. Delaying, refusing or returning a payment

We can refuse or delay a payment in or out of your HSBC Global Money Account if:

- we receive instructions that are incorrect or incomplete
- it exceeds a particular limit or the balance in your account
- if any party in the payment is under restraint or under a regulatory sanction
- someone makes a claim, that we think could be legitimate, over the money
- you haven't given us information that we've asked for within a reasonable time
- another party involved in the transactions refuses the payment or to act on the instructions
- we reasonably suspect fraudulent, illegal, unauthorized or criminal activities
- we reasonably believe that, if we don't, we could be acting outside a law, regulation, court order or an agreement or guidance from a government, regulator or law enforcement agency, or
- there are circumstances beyond our reasonable control, such as equipment or power failure, a strike, or a natural disaster.

We can also take back money we paid into your HSBC Global Money Account if we believe that the payment was made as a result of fraud or mistake. If we're told that a payment wasn't meant for you, we'll contact you.

## 7. Cancelling or changing a payment and risk of loss

You can't change a payment sent within the U.S. from your HSBC Global Money Account after you've confirmed it.

Payments sent outside the U.S. from your HSBC Global Money Account may qualify as remittance transfers under Regulation E (12 CFR §1005.30, et seq.), which you can cancel for a full refund within 30 minutes of payment, unless the funds have been picked up or deposited.

Given the above limits on changing or cancelling HSBC Global Money Account payments, you should only send payments from your HSBC Global Money Account to people you know.

If you send a payment from your HSBC Global Money Account to a person that you do not know, or you do not verify the identity and legitimacy of persons before sending a payment from an HSBC Global Money Account, you may lose the full amount of your payment.

By submitting a payment instruction from your HSBC Global Money Account, you authorize HSBC to initiate a payment from your HSBC Global Money Account. We rely on the receiver address information you provide. Payments from an HSBC Global Money Account are not subject to purchase protection. When you send a payment from an HSBC Global Money Account, you cannot reverse it, or dispute it, simply because you are dissatisfied with the goods or services provided by the receiver, or because the receiver failed to deliver goods or perform services, or because you wish to return purchased goods or cancel a pre-paid service.

For any transfer initiated via Global Money Accounts that we return due to fraud/suspected fraud, the funds will be returned in USD to a deposit account designated by you. The refund amount in USD will be equivalent to the original transfer amount using the applicable exchange rate (as indicated on the original transfer receipt). Once we have returned the funds to your designated deposit account, you may move the returned funds to your Global Money Account.

## **INFORMATION AND STATEMENTS**

## 8. Getting in touch with you

We'll contact you using the most recent contact information you've given us, so remember to tell us if your contact details change.

### 9. Reviewing your transactions

You can check your balance and get information about your transactions at any time on the HSBC Mobile Banking App and by reviewing your statement.

Check your transactions regularly.

You must let us know as soon as possible if you think there are any unusual or incorrect transactions on your HSBC Global Money Account. You must report an unauthorized domestic electronic fund transfer from your HSBC Global Money Account that appears on your periodic statement within 60 days of the date of the statement to avoid liability for subsequent transfers.

You also have the right to dispute errors in your cross-border remittance transfers from your HSBC Global Money Account. If you think there is an error, contact us within 180 days at 800.975.4722 or visit us.hsbc.com/transfer. If calling from outside the United States or Canada, please contact us at 716.841.6866. You can also contact us for a written explanation of your rights.

## SUSPENSION, CLOSURE AND CHANGES

### 10. Suspending your account

We can suspend your HSBC Global Money Account straight away and without telling you first if we reasonably suspect fraudulent, illegal, unauthorized or criminal activities.

We'll try to tell you about the suspension as soon as possible.

We also can't guarantee that you'll always be able to access or make transactions using your HSBC Global Money Account. For example, you may not be able to use it while you're in certain jurisdictions or because of technical issues or circumstances beyond our control.

#### 11. Closing your account

You can close your HSBC Global Money Account without charge at any time by contacting us

#### We can close your HSBC Global Money Account

We can close your HSBC Global Money Account at any time for any reason. We can do it immediately and without telling you first if:

- we reasonably believe you've used, or allowed someone else to use, your HSBC Global Money Account illegally or fraudulently
- we reasonably believe you're involved in any criminal activity
- we reasonably believe you've put us in a position where we or another member of the HSBC group could be acting outside laws, regulations, a court order or other duty, requirement or obligation
- we reasonably believe that if we don't, it could expose us, or another HSBC group member, to action or censure from any government, regulator or law enforcement agency
- we reasonably believe that it's important as part of our fight against financial crime
- you close all eligible deposit accounts, or
- the account becomes dormant due to no activity

# What happens when your HSBC Global Money Account is closed (or you close all of your deposit accounts with us)

- 1. we'll take from your account the amount necessary to complete transactions we've already started to carry out for you
- 2. we'll convert any currencies you have in the account into U.S. dollar, using our exchange rate at that time, and
- 3. return the U.S. dollars to you.

### 12. When we may make changes

#### **Changing our terms**

We may change these terms at any time. We will let you know about the change by secure Message, e-mail, postal mail, or posted notice in an HSBC Wealth Center where you maintain your account. Any notice to you will take effect when it is sent to you or posted in Wealth Center.

Unless we must make that change immediately for security reasons, we will provide notice at least 30 days before the change takes place 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.

If you don't agree to the change, you can stop using your HSBC Global Money Account and close your account. If you initiate any transactions through your HSBC Global Money Account after the effective date of a change, you indicate your agreement to the change.

#### **Tax Compliance**

It is your responsibility to ensure you meet your tax obligations (e.g. filing tax returns, paying tax and complying with any other tax laws or regulations) depending on where you live, where you do business and other factors. We can't provide tax or legal advice. You may choose to speak to an independent tax advisor who can provide advice taking into account your specific circumstances.

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