

## **Electronic Communications Disclosure**

By accepting the disclosure below and registering for online banking, all of your eligible accounts will be enrolled in electronic statements. You can change your preferences any time.

**Please read this Electronic Communications Disclosure ("eCommunications Disclosure") thoroughly - It contains important information about your legal rights.** This eCommunications Disclosure covers all of your accounts, products, and services with HSBC Bank USA, National Association, HSBC Securities (USA) Inc., HSBC Insurance Agency (USA) Inc. and their affiliates (collectively, "we", "us", and "our") accessible, either currently or in the future, through Personal Internet Banking (whether accessed through a personal computer or mobile device, sometimes referred to as "Mobile Banking"), our websites, or other electronic means. This includes, but is not limited to, the following account, product, and service types: deposit accounts, credit card, loan, brokerage accounts, investment advisory, insurance policies and other services. The words "I", "you" and "your" mean each account holder, product owner and/or service user identified on an account, product or service.

### **(1) Your Legal Rights**

Certain laws and regulations require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this eCommunications Disclosure and obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law. Since some of our accounts, products or services are provided online and use electronic means to deliver some of this information, you must consent to this eCommunications Disclosure in order to use these services. At times, we may still send you paper communications, but as a basic proposition we need to know that you are willing to receive communications electronically that we may otherwise be required to provide on paper and that you have the hardware and software needed to access to this information (and note that in Section No. 3 below, we explain ways to obtain selected disclosures or other information on paper even after you have consented to this eCommunications Disclosure).

### **(2) Types of Electronic Communications You Will Receive**

You understand and agree that we may provide to you in electronic format only, by posting the information on the website where you access your accounts, products or services, through email (if applicable and if you have provided a valid email address), or other electronic means, agreements, disclosures, notices, and other information and communications regarding your accounts, services and products, the use of our websites or our other electronic services, your relationship with us, and/or other programs, products or services that are or may be in the future made available to you (collectively, "Communications"). Such Communications may include, but are not limited to:

- This eCommunications Disclosure and any updates;

- The HSBC Personal Internet Banking Terms and Conditions, other service or user agreements for access to our websites or other electronic services, all updates to these agreements and all disclosures, notices and other communications; regarding transactions you make through websites or our other electronic services;
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by applicable federal or state laws and regulations;
- Investment account disclosures, agreements, statements, trade confirmations, tax reporting statements, shareholder notices, prospectuses, service notices and performance reports regarding accounts, products and services;
- Any notice or disclosure regarding an account, product or service fee, such as a late fee, an overdraft fee, an overlimit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);
- Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statements; and
- Certain information or forms that we request from you and ask you to submit electronically, such as Master Deposit Agreements for Personal Accounts, W - 9s, or other agreements.

### **(3) Setting Your Electronic Communications Preferences**

After you consent to this eCommunications Disclosure and register for online banking, all of your eligible accounts enrolled in online banking will receive eStatements. If you wish to change your preferences from electronic to paper, you can do so in your Communication Preferences on Personal Internet Banking. Setting your Communications Preferences may not be available for all products, accounts or services, e.g., online-only accounts are electronic format only, nor available for all Communications, e.g., annual privacy notice, will be delivered electronically. For more information on the availability of your electronic communications preference management options, please refer to the appropriate electronic communications preference page on the website where you access your Communications. If you decide to receive some Communications in paper and some electronically, the Communications you receive electronically will be governed by this eCommunications Disclosure.

### **(4) Types of Communications You Will Receive in Paper**

This eCommunications Disclosure does not apply to any communications that we determine, in our sole discretion, that we are required to deliver in paper form under applicable law or that you should receive in paper rather than electronic form.

## **(5) Hardware and Software Requirements**

There is no software required to access HSBC's Personal Internet Banking service. All you need is a computer and Internet connection. Your Internet service provider may charge fees. You are responsible for these charges.

Please see the most current operating systems and web browser versions recommended for use with Personal Internet Banking at <https://www.us.hsbc.com/supported-browsers>.

In order to access available Communications on the HSBC Mobile Banking App, you will need to download the app from your device's app store. Please see the most current list of devices for easy access to HSBC Mobile Banking App at - <https://www.us.hsbc.com/mobile-banking/#mobile-banking-faqs>. Your mobile service provider may charge fees including, but not limit to, data charges and roaming charges. You are responsible for these charges.

Please see the most current browser and reader versions necessary to view our websites at <https://www.us.hsbc.com/supported-browsers>. Communications provided within our websites are provided either in HTML and/or PDF format. For Communications provided in PDF format, Adobe Reader 6.0 or later versions is required - A free copy of Adobe Reader may be obtained from the Adobe website at - [www.adobe.com](http://www.adobe.com) Adobe.

In certain circumstances, some Communications may be provided by email. You are responsible for providing us with a valid email address where you can receive, view and accept delivery of Communications. At our option, we may also post the emailed Communications within our websites. In this situation, you agree that once we email the Communications to you and post them within our websites, that we have delivered the Communications to you in a form that you can retain.

To print or download Communications you must have a printer connected to your device or sufficient hard-drive or other storage space to store the Communications.

## **(6) How to Withdraw Your Consent to this eCommunications Disclosure**

Subject to applicable law, you may withdraw your consent to this eCommunications Disclosure by calling the appropriate toll-free customer service phone numbers. For Personal Internet Banking the customer service phone numbers are available through the Customer Service Page. For other HSBC websites, please access the "Contact HSBC" link to find the appropriate phone numbers. You will not be charged a fee for withdrawal of your consent.

For Personal Internet Banking, if you withdraw your consent to this eCommunications Disclosure, we may stop providing you with Communications electronically and we may terminate your Personal Internet Banking access. Your withdrawal of consent is effective only after you have communicated your withdrawal to HSBC by calling the appropriate customer service phone numbers and HSBC has had a reasonable period of time to act upon your withdrawal. Your consent shall remain in force until withdrawn in the manner provided in this section.

If you want to withdraw consent to this eCommunications Disclosure for our online-only accounts, products or services, you will not be able to continue to use such accounts, products or services. This means you must (1) close any such online-only accounts to withdraw such consent as required by the terms of your accounts; (2) terminate any such online-only products to withdraw such consent as required by the terms of your products; or (3) cancel any pending transactions and terminate the online-only services to as required by the terms of your services.

For specific information regarding how to withdraw consent and what that means (conditions and consequences) for Personal Internet Banking or for a specific account, product or service will mean please go <https://www.us.hsbc.com/online-banking/#Terms-and-Conditions>.

HSBC Securities (USA) Inc. and HSBC Insurance Agency (USA) Inc. currently maintains separate consent withdrawal processes. For online HSBC Securities (USA) Inc. and HSBC Insurance Agency (USA) Inc. clients who wish to withdraw their consent to the eCommunications Disclosure for their HSBC Securities (USA) Inc. and HSBC Insurance Agency (USA) Inc. products and services, please refer to the Customer Service Page the HSBC Securities (USA) Inc. or HSBC Insurance Agency (USA) Inc. websites or the "Contact Us" link on the HSBC website to find the appropriate customer service phone number for assistance.

Remember that you can always set your Communications preferences as described in Section 3 above without withdrawing your consent to this eCommunications Disclosure.

Your withdrawal of consent will also apply to any other person named on your account, product or service, subject to applicable law.

**Consent Coverage; Certain Notices From You Are Not Covered.** Applicable law or contracts sometimes require you to give us "written" notices. You must still provide these notices to us on paper. Your consent here does not relate to those notices.

## **(7) Obtaining Copies of Electronic Communications**

You may print or make a copy of Communications by using the "Print" button (or otherwise using your printing functionality) or saving a copy - do this when you first review the Communications because after submission we do not necessarily keep them all in a place that you can access. Upon request, we will provide you with a paper copy of any Communications provided electronically by us to you pursuant to this eCommunications Disclosure, provided we receive your request within 12 months after the date the Communication was first made available to you electronically. You may request a paper copy of these Communications by calling us at the appropriate toll-free customer service phone number for your account, product or service. Please refer to the Customer Service Page within the Online Banking or the HSBC Securities (USA) Inc. or HSBC Insurance Agency (USA) Inc. websites or the "Contact HSBC" link on the HSBC website to find the appropriate customer service phone number.

Be sure to specify your account, service or product identification number, as applicable, the specific Communication for which you are requesting a paper copy, and the address to which it should be mailed. We may charge fees for paper copies of the Communications. Please refer to your applicable account, product, or service agreement.

## **(8) Updating Your Contact Information**

In the event that your email address or other contact information is changed, you must notify us of such changes immediately through the following method:

Follow the "My contact information" link within Personal Internet Banking and click the appropriate links to update your personal details.

If you fail to update or change an incorrect or invalid email address or other contact information, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our websites, emailed to the email address we have for you in our records, or delivered through other electronic means.

## **(9) Retain Copies for Your Records**

We recommend that you print or download a copy of this eCommunications Disclosure, the applicable service agreement and all other Communications to retain for your permanent records; if you have not already placed a copy of our Privacy Policy in your records, you can obtain another copy of or privacy policy <https://www.us.hsbc.com/online-privacy-statement>.

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