

Yamaha Motor Corporation, USA Card Program

Application Type: A married person may apply for individual credit, you are applying for:

- INDIVIDUAL CREDIT**, complete only applicant section.
 JOINT CREDIT, with another person, complete entire application.

APPLICANT (Please Print)

Applicant's Driver's License Number _____ State of Issue _____ Date of Issue ____/____/____ Expiration Date ____/____/____

First Name _____ Middle Initial _____ Last Name _____ Social Security Number _____ Date of Birth (MM/DD/YYYY) ____/____/____

Address _____ Apt. # _____ City _____ State _____ Zip Code _____ Home Phone (____) _____

Work Phone (____) _____ Housing Status: Buyer/Owner Annual Income* (Gross) \$ _____ Check if you have a: Checking Account E-Mail Address _____
 Rent/Lease Other/Misc. Savings Account

Date of Residence (MM/YYYY) ____/____/____ Employer Name _____ Date of Employment (MM/YYYY) ____/____/____

For WI Residents Only: Check box if you are married: *Note: Alimony, child support or separate maintenance income need not be disclosed if you do not wish to have it considered as a basis for paying this obligation.

JOINT APPLICANT or if you are a MARRIED WISCONSIN RESIDENT

Joint Applicant's Driver's License Number _____ State of Issue _____ Date of Issue ____/____/____ Expiration Date ____/____/____ E-mail Address _____

First Name _____ Middle Initial _____ Last Name _____ Social Security Number _____ Date of Birth (MM/DD/YY) ____/____/____

Address _____ Apt. # _____ City _____ State _____ Zip Code _____ Home Phone (____) _____

Work Phone (____) _____ Annual Income* (Gross) \$ _____ Date of Residence (MM/YYYY) ____/____/____ Employer Name _____ Date of Employment (MM/YYYY) ____/____/____

PROTECT YOUR ACCOUNT WITH the YPSM Yamaha Payment Protection Program (referred to below as YPSM) AN OPTIONAL MONTHLY DEBT CANCELLATION PROGRAM.

If you enroll in our optional YPSM program, your monthly credit card balance or a portion of your balance may be cancelled in the case of a qualifying Total Disability, Involuntary Unemployment, or Loss of Life event. For Total Disability, the maximum balance that may be cancelled is \$300 per month, up to \$10,000 and, for Involuntary Unemployment, up to \$300 per month for six months. For Loss of Life, the maximum balance that can be cancelled is \$10,000. To receive a cancellation for Involuntary Unemployment or Total Disability, you must be employed full-time (but not self-employed, working for a spouse or employed on a part-time basis) and working 30 hours or more per week at a single job on the date the event occurs. **YPSM is not insurance** and is unavailable in **Mississippi, Guam, the Virgin Islands, Puerto Rico and Canada.**

YES, please enroll me, the **primary cardholder**, in the optional YPSM monthly debt cancellation program. I authorize the monthly charge to my account when I have a balance. I have received and read the YPSM Summary. I understand that your evaluation of my credit card application will not be influenced by whether I choose to enroll, and I am free to cancel at any time.

NO, I do not wish to enroll at this time.

SIGN HERE TO ENROLL
DC 11-15

DATE

SIGN HERE TO DECLINE

DATE

Ed 06/01/05

APPLICANT(S) SIGNATURE REQUIRED BELOW

All of the information furnished on this application is, to the best of your knowledge, complete and accurate. You agree that you are furnishing all such information on this application to both Yamaha, and to HSBC Bank Nevada, N.A. ("we", "us"), the issuer of the Yamaha credit card. You agree that we may obtain a credit bureau report on you and may check any of the information provided on this application from whatever source we choose. By completing and signing this application, you are applying for a credit limit in the highest amount we deem appropriate, regardless of any initial sale amount, and you are requesting a Card issued to you by us which will allow you to make purchases under this Account. By a) signing, using or permitting others to use this Card; b) signing or permitting others to sign sales slips; c) making or permitting others to make purchases by telephone, internet, or any other means, you agree to the terms and conditions of the Cardholder Agreement and Disclosure Statement, (which includes an arbitration provision) which shall be sent to you with the credit card and to the Tiered APR Disclosures, which you acknowledge receiving and which are incorporated herein by reference. You have read and received a copy of your Important Terms and Tiered APR Disclosure before making any purchase under this Account. Terms are attached. If this is a joint credit application, you understand that each applicant has the right to use the Account and that you shall be liable for all purchases made under the Account by any joint applicant. You grant us a purchase money security interest in the goods purchased on your Account and in all insurance contracts and proceeds, returned premiums, mechanical failure and extended service contracts, and refunds of charges for mechanical failure and extended service contracts financed therewith. **You understand that we may provide information relating to our transactions and experiences with you to others, including Yamaha, whether or not you are approved for credit. You may prohibit the sharing of such information by calling us at 1-800-365-3804.**

Applicant's Signature _____ Date (MM/DD/YY) ____/____/____

Joint Applicant's Signature _____ Date (MM/DD/YY) ____/____/____

STORE USE ONLY:

Applicant's Second ID _____ (Type and Number) _____ Expires _____

Joint Applicant's Second ID _____ (Type and Number) _____ Expires _____

6022-YAMAHA-US-24 (1-09)

Authorization Number _____ Name of Person Obtaining Verification and # _____

TIER VERIFICATION

This section must be completed when the applicant is approved

YOU ACKNOWLEDGE YOU HAVE RECEIVED AND READ THE TIER 1 2 3 4 (circle one) STANDARD APR DISCLOSURE.

Applicant's Signature _____ Date (MM/DD/YY) ____/____/____

X

ACCOUNT # _____

IMPORTANT CUSTOMER DISCLOSURE INFORMATION ATTACHED - PLEASE DETACH AND RETAIN FOR YOUR RECORDS.

**IMPORTANT INFORMATION:
ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you:

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**HSBC Bank Nevada, N.A.
Privacy Statement**

Introduction – Our Commitment to You

HSBC Bank Nevada, N.A. ("HSBC") is proud to be part of a financial services organization that has been providing superior products and services for more than 150 years. We greatly appreciate the trust that you and millions of customers have placed in us, and we protect that trust by continuing to respect the privacy of all our applicants and customers even if our formal customer relationship ends.

This Privacy Statement illustrates our commitment to your privacy and explains our privacy practices to help you understand how we protect and use your information. We may change our privacy practices at any time as permitted by law, and if we do so, we will provide you with notice as required.

How We Handle Information We Collect

It is important for you to know that in order to ensure that our customers get the very best service and the highest quality products, and to develop new products, HSBC collects demographic information (like your name, address, and social security number) and credit information (like information from your application, your credit report or related to your accounts with us). In some instances, we obtain information about you directly from the merchant or dealer. In addition, if you visit our website, we may collect certain information about your internet usage.

Because some of the information we gather is not publicly available, we take great care to ensure that this information is kept safe from unauthorized access, and we will not share the information in violation of any regulation or law. HSBC diligently maintains physical, electronic and procedural safeguards that comply with applicable laws to guard your private personal information and to assist us in preventing unauthorized disclosure or access to that information.

How We Protect Your Privacy Online

Our website offers you the opportunity to view your current account information and make payments online, in addition to providing general information about our company and products. You may view our Privacy Statement when you visit our website by clicking on the "Privacy/Security" link.

To help us learn which products, services and sections of our websites interest you, and to improve your experience, we may use "cookies." Cookies are small files that our web server places on your hard drive to track activity on the website during a browsing session, and across multiple sessions. We also use cookies to "remember" which online service you last logged into, so that we can pre-select that service on your next visit. The cookies we set contain no personal information. Cookies can only track activity on our website, and cannot be read by any non-HSBC websites.

We may also use online profiling to help us better understand your individual financial needs. This information does not identify you personally unless you voluntarily give us personal information while online.

We also work with other third parties to learn more about activity on our website. These vendors use "web beacons," "tracking pixels," "third party cookies" and other similar technologies to gather user demographics and usage patterns, which help us improve the effectiveness of our marketing and of our website design. These vendors do not share any personally identifiable information about you.

How We Share Information within the HSBC Family of Companies

From time to time, for general business purposes or when we think it may benefit you, we share certain information with other companies within the HSBC family of companies (our "Affiliates"), except as prohibited by applicable law. We may also provide information to Affiliates that perform operational services related to your account(s). These Affiliates all provide financial services, such as banking, consumer finance, insurance, mortgage, and brokerage services. Some examples include companies doing business under the names HSBC, HFC[®], Household, or Beneficial[®]. We may also share certain information with non-financial service providers that become affiliated with us in the future (such as travel, auto, or shopping clubs), except as prohibited by applicable law. The information we share might come from your application, for instance your name, address, telephone number, social security number, and e-mail address. Also, the information we share could include your transactions with us or our Affiliates (such as your account balance, payment history, and parties to the transaction), your internet usage, or your credit card usage. Except for Vermont residents, the information we share could also include your assets, income, or credit report information. For Vermont residents, applicable law requires us to obtain your permission in order to share information about you with our Affiliates. Please note that we have chosen not to share your information in this way while you are a resident of Vermont.

How We Share Information with Your Merchant/Dealer

We may share non-public personal information with the merchant or dealer in whose name your credit card is issued, which the merchant or dealer may use to market you for products and services unrelated to your account with us. The information we provide them may come from your application and might include your name, address, and telephone number. You may tell us not to share such information with the merchant or dealer for purposes unrelated to your account with us by calling the phone number listed below. For Vermont residents, Vermont law requires us to obtain your permission to share information about you in this way and we have chosen not to share your information in this way.

How We Share Information outside the HSBC Family of Companies (Other than Your Merchant/Dealer)

Except for California or Vermont residents, we may share information with companies outside of the HSBC family of companies (i.e. Non-Affiliates) that are able to extend special offers that we feel might be of value to you. These companies may be financial services providers (such as mortgage bankers, insurance agents or a re-insurer) or they may be non-financial companies (such as retailers or marketing companies). These offers are typically for products and services that you might not otherwise hear about. The information that we may provide Non-Affiliates comes from the sources described above and might include your name, address, phone number, and information about your account with us.

For California and Vermont residents, applicable law requires us to obtain your permission in order to share information about you with Non-Affiliates, and so we have chosen not to share your information in this way while you are a resident of California or Vermont.

We may also provide information to Non-Affiliates that perform operational services for your account such as, collection, fraud control and marketing. The sharing of information with these types of Non-Affiliates is permitted by law. This might include a financial company (such as an insurance service provider) or a non-financial company (such as a data processor or internet service provider) with whom we have a service agreement. The information we may share also comes from the sources described above and might include your name, address, phone number, and account experience with us.

Finally, we provide information about you to Non-Affiliates as permitted by law. These may include credit reporting agencies and companies which provide services related to your account.

Your Choices to Limit Sharing

How to Opt-Out of Sharing with Our Affiliates in the HSBC Family of Companies (Except for residents of Vermont)

If you do not want us to share your credit report information with our Affiliates (unless we are permitted or required by law to do so), please let us know by simply calling us toll-free at 1-800-365-3804. If you have previously informed us of your preference, you do not need to do so again. This request will not apply to information about your transactions or experience with us (such as account information, account usage, or payment history) and will only apply to the HSBC account(s) that you designate in your request.

How to Opt-Out of Sharing with Your Merchant/Dealer (Except for residents of Vermont)

If you do not want us to share your non-public personal information with the merchant/dealer (unless we are permitted or required by law to do so), please let us know by simply calling us toll-free at 1-800-365-3804 with your account number(s). If you have previously informed us of your preference about this account, you do not need to do so again. This request will only apply to the HSBC account(s) that you designate in your request.

How to Opt-Out of Sharing with Non-Affiliates (Other than Your Merchant/Dealer) (Except for residents of California and Vermont)

If you do not want us to share your non-public personal information with Non-Affiliate companies (unless we are permitted or required by law to do so), please let us know by simply calling us toll-free at 1-800-365-3804. If you have previously informed us of your preference about this account, you do not need to do so again. This request will only apply to the HSBC account(s) that you designate in your request.

Your Choice to Limit Marketing

- Federal law gives you the right to limit some but not all marketing from our Affiliates. Federal law also requires us to give you this notice to tell you about your choice to limit marketing from our Affiliates.
- You may limit our Affiliates in the HSBC family of companies, such as our insurance and consumer finance affiliates, from marketing their products or services to you based on your personal information that we collect and share with them. This information may include your income, your account history with us, and your credit history with us.
- Your choice to limit marketing offers from our Affiliates will apply for at least 5 years from when you tell us your choice. If you have previously informed us of your preference, you do not need to do so again within the 5 year period. Once that period expires, you will receive a renewal notice that will allow you to continue to limit marketing offers from our Affiliates for at least another 5 years.

To limit marketing offers, you may call us at 1-800-365-3804.

Joint Accounts

For all opt-out types made available under this Privacy Statement, an opt-out request by any party on a joint account will apply to all parties on the joint account.

* "Affiliates" are companies that are related to us by common ownership or corporate control. Our Affiliates includes companies such as HFC[®], Beneficial[®], Household Insurance Group Holding Company, and HSBC companies such as HSBC Bank USA, N.A., HSBC Mortgage Corporation (USA), HSBC Credit Centers Inc., HSBC Auto Finance Inc., HSBC Bank Nevada, N.A., and Solstice Capital Group.

Annual Percentage Rate (APR) for Purchases	Based on your creditworthiness, your Standard Rate will be one of the following: Tier 1 - 12.99% Tier 2 - 16.99% Tier 3 - 18.99% Tier 4 - 22.99%
Other APRs	Default Rate: 28.99% ¹
Grace Period for Repayment of Balance for Purchases	No finance charges are assessed on new purchases if the balance is paid in full each month within 22 days after the billing date.
Method of Computing the Balance for Purchases	Average Daily Balance (Including new purchases)
Annual Fees	NONE
Minimum Finance Charge	\$1.00
Transaction Fee for Purchases	NONE
Late payment fee: \$15 for combined account balance of \$100 or less; \$35 for combined account balance from \$100.01 to \$1,000; \$39 for combined account balance of \$1,000.01 or more.	
Overlimit fee: \$0	

¹ If you fail to make two consecutive Total Minimum Payments Due and are 30 days past due, you will no longer be eligible for the Standard Rate and all existing Promotional Credit Plans will terminate, and your entire Account balance will be subject to the Default Rate.

NOTICE FOR MARRIED WISCONSIN RESIDENTS: No provision of a marital property agreement (including a Statutory Terminable Marital Property Classification Agreement under Sec. 766.588 Wis. Stats., or a Statutory Terminable Individual Property Classification Agreement under 766.70) adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

NOTICE FOR CALIFORNIA RESIDENTS: California law requires that we inform customers that should they fail to fulfill the terms of their credit obligation, a negative report reflecting on their credit record may be submitted to a credit reporting agency. If you are married, you may apply for credit in your own name.

NOTICE FOR FLORIDA RESIDENTS: You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.

NOTICE FOR MAINE RESIDENTS: We may request a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us and we will tell you the name and address of the consumer reporting agency, if a report was obtained.

NOTICE FOR NEW YORK RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report. New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department: 1-800-522-3330.

NOTICE FOR OHIO RESIDENTS: The Ohio Laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NOTICE FOR VERMONT RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report.

IMPORTANT TERMS OF YAMAHA CREDIT CARD

1. GENERAL: Each person signing and submitting, or electronically or telephonically submitting the application for a credit card account ("Account") as applicant or joint applicant applies for an Account with HSBC Bank Nevada, N.A., a national banking association, and requests one or more credit card(s) bearing the name or tradename of Yamaha Motor Corporation, USA to be used in connection with the Account. The word "Card" means any credit card(s) issued to you or an authorized user of your Account. In this Agreement, the words "you" and "your" refer to the applicant and joint applicant named on the credit card application and the words "we", "us" and "our" refer to HSBC Bank Nevada, N.A., located at 1111 Town Center Drive, Las Vegas, Nevada 89144.

If your application is approved, "applicant" will be referred to as "primary cardholder" and "joint applicant" referred to as "secondary cardholder" for purposes of this agreement.

If we accept your application to open an Account, you agree that you will only purchase goods and services for personal, family and household purposes from merchants which honor the Card.

2. FINANCE CHARGES: (a) Finance Charges, which are part of the interest on your Account, are calculated separately for each Promotional Credit Plan and each Regular Credit Plan (each a "Credit Plan"). Promotional Credit Plans with different promotional due dates or terms are treated as different Credit Plans for this purpose. The total Finance Charge for the billing cycle is the sum of the Finance Charges for each Credit Plan, subject to the minimum Finance Charge under Section 3.

(b) Finance Charges are imposed on purchases from the transaction date until paid in full, except that no Finance Charge is imposed in a billing cycle on:

(i) a new purchase on a Regular, Delayed Monthly Payment, Reduced Rate, or Special Repayment Factor Credit Plan if the combined Previous Balance of those Credit Plans at the beginning of the cycle is zero or a credit balance, or is paid in full before the Payment Due Date that falls during the cycle;

(ii) any balance on a Regular, Delayed Monthly Payment, Reduced Rate, or Special Repayment Factor Credit Plan if the combined Previous Balance of those Credit Plans at the beginning of the cycle is zero or a credit balance, or is paid in full before the Payment Due Date that falls during the cycle;

(iii) a purchase on a Waived Finance Charge Credit Plan for the specified promotional period;

(iv) a purchase on a Same As Cash Credit Plan if the full cash sales price is paid in full before the promotion expiration date.

(c) If a Finance Charge is imposed on a Credit Plan other than a Same As Cash Credit Plan, the amount will be determined by multiplying the applicable Daily Periodic Rate times the Daily Balance for the Credit Plan for each day in the cycle, and adding the results of those calculations together.

(d) If a Finance Charge is imposed on a Same As Cash Credit Plan during a cycle, the amount will be the sum of the following daily Finance Charge calculations for the Credit Plan during the current cycle and during each of the prior billing cycles (each a "Prior Cycle") from the transaction date of the purchase through the current cycle: (i) the applicable Daily Periodic Rate for the Current Cycle times the Daily Balance for each day in the current cycle; and (ii) the applicable Daily Periodic Rate for each Prior Cycle times the Daily Balances of the Credit Plan for each day during each Prior Cycle.

(e) The "Daily Balance" of a Credit Plan is determined each day by taking the opening balance of the Credit Plan for that day, and adding 1) any new purchases made on the Credit Plan that day, 2) the previous day's Finance Charges, 3) any credit insurance premiums or debt cancellation fees (if applicable) incurred on that day and 4) any late fees, overlimit fees, returned check fees or other fees incurred on that day and subtracting any payments or credits applied to the Credit Plan that day. For any Same As Cash Credit Plan, credit insurance premiums or debt cancellation fees (if applicable) are not included in the Daily Balance of that Credit Plan during the promotional period. If a purchase on a Credit Plan posts after the beginning of a billing cycle, but the transaction occurred prior to the beginning of the billing cycle, the amount of the transaction plus related Finance Charges for each day from the transaction date until the first day of the billing cycle in which the transaction posts will be added to the Daily Balance of the Credit Plan for the first day of the billing cycle in which the transaction posts.

(f) Your Standard Rate is based on your creditworthiness and will be given to you prior to making a purchase. That document shall be considered part of your Cardholder Agreement and Disclosure Statement.

3. MINIMUM FINANCE CHARGE: A minimum Finance Charge of \$1.00 will be assessed for each billing cycle in which a Finance Charge is payable.

4. FEES: We may impose on your Account the following fees, which will be added to your Account when assessed:

a) **Late Payment Fee:** Your Late Payment Fee will be based on your combined account balance (less any Delayed Monthly Payment credit plan balances) at the time of your payment due date. If you fail to pay us the Total Minimum Payment Due in full by the Payment Due Date on your billing statement, you agree to pay a Late Payment Fee of \$15 for combined account balance of \$100 and below; \$35 for combined account balance of \$100.01 to \$1,000; and \$39 for combined account balance of \$1,000.01 and over.

b) **Returned Check Fee:** You agree to pay \$25 each time any payment check on your Account is returned unpaid by your bank or other financial institution for any reason.

c) **Document and Research Fees:** If you ask us to provide you with a replica of your sales slip, billing statement or other document (except in connection with a billing error claimed in accordance with "Your Billing Rights"), we may charge you the following fees: (i) Billing statement: \$5 per statement; (ii) Sales/credit slip: \$5 per transaction; (iii) Payment instrument: \$5 per payment; and, (iv) Research fee: \$15 per hour. Payment Histories: You will be charged the applicable research fee in addition to the following itemization fees. For requests involving statement activity within the last 12 months - \$7.50; activity within the last 13-48 months - \$11.25; and activity within the last 49-72 months - \$22.50. We reserve the right to change the Document and Research Fee Schedule from time to time. You may call Customer Service for a current fee schedule.

d) **Reissued Card Fee:** You may be charged \$5 each time you request that your credit card be reissued.

e) **Direct Check Fee:** In the event that you pay your Account with a direct check, you agree to pay up to a \$15 fee for each direct check. We reserve the right to change the Direct Check Fee from time to time. You may call Customer Service for a current fee schedule.

f) **Overlimit Fee:** In the event you exceed your credit limit, you will be charged an Overlimit Fee of \$0.

g) **Collection Costs:** If, after you default, we refer your Account to an attorney and/or collection agency for collection, we may charge you our collection costs, including court costs and reasonable attorneys' fees, when and as permitted by applicable law.

5. SECURITY: Except as indicated below, you grant us a purchase money security interest in the goods purchased with your Card and in all insurance contracts and all proceeds, returned premiums, mechanical failure and extended service contracts, and refunds of charges for mechanical failure and extended service contracts financed therewith. Each good purchased on your Account will secure the entire Account balance until such good is paid in full. For purposes of determining which goods are subject to a security interest, payments received will be deemed to be applied first to any unpaid insurance premiums or debt cancellation fees (if applicable), Finance Charges and fees and then to pay for purchases on the Account in the order in which they were made. When sufficient payments are made to repay the portion of the Account balance attributable to the purchase of a particular good, we will release our purchase money security interest in that good. Goods covered by a security interest may be taken from you if you do not pay on time. We may require you to make them available at a convenient place of our choice. We take no security interest in goods where the original purchase price is less than \$200 if you live in New York and in goods where the original purchase price is less than \$700 if you live in Maryland. If we repossess any goods purchased with your Card, we may charge you our repossession cost including, but not limited to, necessary repairs, storage fees and costs of sale, when and as permitted by law.

6. ARBITRATION: Any claim, dispute, or controversy between you and us (whether based upon contract; tort; intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third party claims, arising from or relating to this Agreement or the relationships which result from this Agreement, and except as provided below, the validity, enforceability, or scope of this arbitration provision, any part thereof or the entire Agreement ("Claim"), shall be resolved, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the applicable rules or procedures of the arbitration administrator selected at the time the Claim is filed. The party initiating the arbitration proceeding shall have the right to select one of the following arbitration administrators (the "Administrator"): the American Arbitration Association ("AAA") or the National Arbitration Forum ("NAF"). The arbitrator shall be a lawyer with more than ten years experience or a retired or former judge. We agree not to invoke our right to arbitrate an individual Claim you may bring in small claims court or an equivalent court, if any, so long as the Claim is pending only in that court. The rules and forms of the AAA and the NAF may be obtained by writing to these organizations at the addresses listed below. Our address for service of process under this provision is HSBC Bank Nevada, N.A., P.O. Box 849, Lake Forest, IL 60045.

Any participatory arbitration hearing that you attend will take place in the city nearest to your residence where a federal district court is located or at such other location as agreed by the parties. On any Claim you file, you will pay the first \$50 of the filing fee. At your request we will pay the remainder of the filing fee and any administrative or hearing fees charged by the Administrator on any Claim submitted by you in arbitration up to a maximum of \$1,500. If you are required to pay any additional fees to the Administrator, we will consider a request by you to pay all or part of the additional fees; however, we shall not be obligated to pay any additional fees unless the arbitrator grants you an award. If the arbitrator grants an award in your favor, we will reimburse you for any additional fees paid or owed by you to the Administrator up to the amount of the fees that would have been charged if the original Claim had been for the amount of the actual award in your favor. The parties shall bear the expense of their respective attorney's fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, or the fees paid to the Administrator, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary contained herein. If the arbitrator issues an award in your favor you will not be required to reimburse us for any fees we have previously paid to the Administrator or for which we are responsible.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 - 16 (the "FAA"). The arbitrator shall apply applicable substantive law consistent with the FAA and, if requested by either party, provide written reasoned findings of fact and conclusions of law. Judgment upon the award may be entered in any court having jurisdiction. The arbitrator's award will be final and binding except for: (a) any appeal right under the FAA; and (b) any appeal of Claims involving more than \$100,000. For such Claims, any party may appeal the award to a three arbitrator panel appointed by the Administrator, which will reconsider de novo (i.e., in its entirety) any aspect or all aspects of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law

provides otherwise, the appealing party will pay the appeal's costs (i.e., the amounts owed to the Administrator and the arbitrators), regardless of its outcome. However, we will consider in good faith any reasonable request for us to bear up to the full costs of the appeal.

This arbitration agreement shall survive termination of your Account as well as the repayment of all amounts borrowed hereunder. If any portion of this arbitration agreement is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this arbitration agreement or the Agreement. In the event of a conflict or inconsistency between the rules and procedures of the Administrator and this arbitration agreement, this arbitration agreement shall govern. Notwithstanding any language in this arbitration provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any organization that has in place a formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision, including the Class Action Waiver Provision defined below.

No class actions or private attorney general actions in court or in arbitration or joinder or consolidation of any claims in Court or in arbitration with other persons, are permitted without the written consent of you and us. The validity and effect of the preceding sentence (herein referred to as the "Class Action Waiver Provision") shall be determined exclusively by a court and not by the Administrator or any arbitrator. Neither the Administrator nor any arbitrator shall have the power or authority to waive, modify or fail to enforce the Class Action Waiver Provision, and any attempt to do so, whether by rule, policy arbitration decision or otherwise, shall be invalid and unenforceable.

THE PARTIES ACKNOWLEDGE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER PARTY ELECTS ARBITRATION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER PARTY.

You may contact, obtain the arbitration rules of, or file a Claim with AAA or NAF, as follows:

American Arbitration Association 335 Madison Avenue New York, NY 10017 www.adr.org	National Arbitration Forum P.O. Box 50191 Minneapolis, MN 55405 www.adrforum.com
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As used in this arbitration provision, the term "we", "us", and "our" shall mean HSBC Bank Nevada, N.A., its parents, subsidiaries, affiliates, predecessors, successors, assigns, and each of their officers, directors, and employees.

7. MONITORING PRACTICES: You agree that our supervisory personnel may listen to and record telephone calls between you and our representatives in order to evaluate the quality of our service to you and other cardmembers.

The information about the costs of the Card described in this application and Important Terms of Yamaha Credit Card is accurate as of January, 2009. This information may have changed after that date. To find out what may have changed write to us at 1111 Town Center Drive, Las Vegas, Nevada 89144.

YOUR BILLING RIGHTS—KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.
- If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases: If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

**YP³ SM YAMAHA PAYMENT PROTECTION PROGRAM
SUMMARY**

IMPORTANT INFORMATION: The YP³ feature only applies to the primary cardholder (herein referred to as "You" and "Your"). Your purchase of YP³ is optional, and whether or not You enroll will not affect Your application for credit or the terms of any existing agreement You have with HSBC Bank Nevada, N.A. (herein referred to as "We" or "Us"). YP³ is sold by Us and the fees will be billed to Your credit card account. Upon acceptance of Your enrollment, You will receive Your Contract Provisions which will state the terms and conditions of YP³. YP³ is a debt cancellation product and is not insurance. The Contract Provisions of YP³ are an optional addendum to Your Cardholder Agreement. This document is only a summary of the YP³ feature. **Please read Your Contract Provisions carefully for details of Your protection. There are eligibility requirements, conditions and exclusions that could result in no benefits. You can find a complete explanation of the eligibility requirements, conditions and exclusions throughout Your YP³ Contract.**

YP³ is unavailable in Mississippi, Guam, the Virgin Islands, Puerto Rico and Canada.

TOTAL DISABILITY: Following 30 consecutive days of Total Disability, You are eligible for a cancellation of part of Your account's balance. Each month, YP³ will cancel an amount equal to the greater of (a) the minimum monthly payment required on Your account (less any past due amounts) as determined on the first day of the billing cycle in which Your Total Disability began; or (b) 3% of Your account balance on the date Your Total Disability began, but not in excess of the maximum monthly benefit of \$300. In no instance, however, will Your cancellation amount exceed \$10,000. You must have been employed full-time (but not self-employed or working for a spouse or employed on a part-time basis) and working 30 hours or more per week at a single job on the date Total Disability began. If Total Disability occurs within 180 days of the date You either (1) elect YP³ or (2) make a purchase or advance on Your account and Your Total Disability results from a preexisting medical condition as defined in the Contract Provisions, You may not receive a cancellation of debt for that Total Disability.

INVOLUNTARY UNEMPLOYMENT: Following 30 consecutive days of Involuntary Unemployment, You are eligible for a cancellation of part of Your account's balance. Each month, YP³ will cancel an amount equal to the greater of (a) the minimum monthly payment required on Your account (less any past due amounts) as determined on the first day of the billing cycle in which Your Involuntary Unemployment began; or (b) 3% of Your account balance on the date Your Involuntary Unemployment began, but not in excess of the maximum monthly benefit of \$300. There is a maximum number of 6 continuous monthly cancellations. You must have been employed full-time (but not self-employed or working for a spouse or employed on a part-time basis) and working 30 hours or more per week at a single job on the date of Involuntary Unemployment (this includes loss of employment due to unionized labor disputes, strikes, lock-outs and temporary lay-offs).

LOSS OF LIFE: If You die, YP³ will cancel the balance on Your account on the date of death, up to \$10,000; however, Your eligible account balance will not be cancelled if You commit suicide.

TERMINATION: You may terminate Your YP³ feature at any time. If You choose to terminate Your YP³ feature within 30 days of enrollment, We will reimburse Your YP³ fee. We may terminate Your YP³ feature, for any reason, by giving You written notice at least 30 days in advance of termination. We will automatically terminate Your YP³ feature on the earliest of (a) the first date Your account becomes 2 billing cycles past due; or (b) the first date We become aware of a misrepresentation of information by You.

COST: The monthly charge rate for the YP³ feature is \$0.38 per \$100 of Your average daily balance each month (including any deferred balance). We reserve the right to increase the rate, in which case You will be notified in writing at least 30 days in advance of the increase.

ADDITIONAL IMPORTANT INFORMATION:

- We reserve the right to modify these Contract Provisions, but if the modification is not favorable to You or if there is an additional charge, We will first provide You with notice of the proposed change and an opportunity to terminate this program without penalty before the change takes effect.
- YP³ is only offered as a package and its components are not available separately.
- You may be subject to federal, state and local taxes on the amount of Your cancelled balance. Please consult Your tax advisor for guidance on the tax implications, if any, of YP³.
- During the qualification period and the time it takes to process Your cancellation, Your account balance is not suspended or cancelled. You remain responsible for finance charges and minimum payment requirements on Your account until the balance is paid off or a cancellation takes place. **Once Your cancellation is processed, Your account will not accept any authorizations for purchases, cash advances, or any other transactions. Your account will remain inactive until Your benefit period ends.**
- There is no limit on the overall number of YP³ cancellations You may have. However, there is a limit on consecutive monthly cancellations for Involuntary Unemployment as described above. When you return to work following a Qualifying Event, You must have been working full time for at least 180 days in order to qualify to receive a cancellation for a subsequent Qualifying Event, unless the subsequent Qualifying Event results from an entirely different cause, in which case the 180 day period does not apply.

YP³ SM

**The Yamaha Payment Protection
Program**

**Protects your Yamaha account
when you need it most!**

You can't predict what will happen next. But you can prepare for the unexpected with YP³, an optional account protection program for our cardholders. Sign up now to protect yourself from the unexpected.

**INVOLUNTARY UNEMPLOYMENT &
DISABILITY**

YP³ cancels, on a monthly basis, an amount equal to the **greater of:** (a) the minimum monthly payment required on your account **or** (b) 3% of your unpaid balance (calculated as of the day of your qualifying event), up to \$300 a month, if you're involuntarily unemployed for at least 30 consecutive days (6 months maximum benefit), or if you are disabled for at least 30 consecutive days (\$10,000 maximum benefit).

LOSS OF LIFE

YP³ also cancels your Yamaha account balance, up to a maximum of \$10,000, in the unfortunate event of your death, so your family will not be left with the financial burden of your unpaid balance.

It is a small price to pay.

Your account can be protected for only .38 cents per \$100 of your average daily balance per month (including any deferred balance). As your balance decreases, so does your fee.

**When it comes to keeping your
Yamaha account in good standing –
don't take chances!**

Please refer to the Summary of Terms and Conditions for a complete description.