

Bill Pay for 529 Accounts

# SERVICE AGREEMENT



## Bill Pay Service Agreement for 529 accounts

This Bill Pay Service Agreement for 529 accounts (the "Agreement") governs your use of the Bill Pay Service for 529 accounts (the "Service") and supersedes any prior agreements between you and Fidelity for the Service. By subscribing to the Service, using the Service, or permitting someone else to use the Service on your behalf, you agree to the terms of this Agreement. In the event that a revised Service agreement is provided by Fidelity, that agreement will supersede the terms of this Agreement.

As used in this Agreement, "Fidelity Account®" means any eligible Fidelity 529 Account from which payments are made, and "you" or "your" refers to the person(s) subscribing to or using the Service. Fidelity Brokerage Services contracts with a third party in order to make the Service available to you. Among other things, this third party has responsibility for funds transmission through the different payment methods used in connection with the Service, and, as used herein, "we," "us" or "our" refers to Fidelity Brokerage Services LLC and its affiliates and subsidiaries, as well as any agent, independent contractor, designee or assignee we may, in our sole discretion, involve in the provision of the Service, including, but not limited to, the third party referenced above (collectively "Fidelity").

Fidelity provides the Service. Brokerage services, including the Fidelity 529 Account, are provided by Fidelity Brokerage Services LLC and its affiliates. The Service allows you to make payments from one or more eligible Fidelity 529 Accounts with individual or trust registration to third parties ("Payee" or "Biller") designated by you in advance.

1. **Access Methods.** The Service is accessible through Fidelity.com. To use the Services, you must obtain, at your own expense, the necessary hardware and software. More information about the specific hardware and software requirements can be found in the Frequently asked Questions for the Services. Please check the online Help Menu described in Section 2 below for more information regarding the Service.
2. **User's Guide.** Fidelity will provide you with an online Help Menu on Fidelity.com that describes the operation and features of the Service. You will need to follow the procedures described in the Help Menu when using the Service.
3. **Scope of the Service.** Except as noted below, you may make payments through the Service to: (a) any person or entity that generates a bill or invoice via U.S. mail or electronic bill for products or services provided to you or on your behalf; or (b) to any business, merchant or professional that does not generate a bill or invoice; as well as (c) any individual, family member or friend. You cannot use the Service to make payments to recipients located outside the U.S. All of the foregoing must have valid U.S. mailing addresses we can verify.

**The Fidelity 529 Account is a designated 529 College Savings account and should only be used for qualified higher education expenses. The Service is not intended for use to make payments for alimony, child support, any type of insurance, taxes or other government fees or court-directed payments. You acknowledge that if you**

**do submit a payment to one of these restricted vendors through the Service, Fidelity will not assume any liability for penalties, cancellation of coverage or any other expense, claim or damage related to nonpayment upon the processing or completion of such a payment. Any such payments are done at your own risk. While you are still able to submit such payments through the Service, they will not be covered under the Payment Guarantee in Section 13.**

You represent and warrant to us that you will use your Fidelity 529 Account and the Service solely for qualified higher education purposes and not for any business or commercial purpose. In the event of a breach of this representation and warranty, we will not be required to respond to your questions about bill payments within the time periods specified in Section 23 and the limitations on your liability for unauthorized bill payments described in Section 21 will be inapplicable. You further agree to indemnify Fidelity from and against any claims, threatened or actual, brought by third parties based upon your use of the Service other than for qualified higher educational purposes.

#### **4. Your Personal Payee List.**

You must provide sufficient information about each Payee ("Payee Information") to properly direct a payment to such Payee and permit the Payee to identify the correct account ("Payee Account") to credit with your payment. This Payee Information, which is subject to change from time to time, may include, but is not limited to, the name and address of the Payee and your Payee Account number and for Payees that provide electronic bills, your service address. We

will store Payee Information, Payee Account numbers, and other information related to your use of the Service. Additions, deletions and modifications to Payee Information may be entered directly through the Service on Fidelity.com.

In order to facilitate payments to each Payee, we may modify or delete some or all of the Payee Information you have entered with information provided to us by or on behalf of the Payee. This information may include, but is not limited to, routing information required for electronic payments, payments sent to a centralized address or payments sent without coupons.

#### **5. Fidelity Username and Password.**

To use the Service, you must log in to your Fidelity 529 Account using your username and password. You authorize us to follow any instructions that you have entered through the Service using your username and password.

Because your username and password can be used to access your Fidelity 529 Accounts, you should treat this information with the same degree of care and secrecy that you use to protect your other personal identification numbers and personal financial information. You agree not to give your username or password, or make them available, to any person not authorized to access your Fidelity 529 Account or information accessible through the Service. No Fidelity employee will ever ask you for your password. If you believe your username or password has been lost or stolen or may have been used without your permission in connection with the Services, you agree to notify Fidelity immediately as described in Section 23.

6. **Electronic Bill Feature.** There are two ways of managing your bill payments with the Service. First, you can schedule payments for virtually any Payee who has sent you a bill by mail or other written format. Second, you can take advantage of the electronic bill feature by directing participating Payees to send you your bills electronically, and then paying those bills through the Service. When Payees send you your bills electronically, they are received within the Service.

The bills you receive through the electronic bill feature will contain the transaction information and other detail necessary to pay your bills through the Service. If we restrict your access to the Service, you are responsible for paying your electronic bills (see Section 25). The list of participating Payees will expand periodically, so you should check the feature from time to time to see if there are more Payees from which you can receive electronic bills.

You can choose to get electronic bills from the participating Payees and stop receiving paper bills, or you may be able to choose to continue to get paper bills from the participating Payees in addition to your electronic bills. If you have chosen to get an electronic bill only, that will be your only notice that a bill has arrived. You are solely responsible for keeping your email address information within the Service current, receiving your bill and arranging for a payment to be made. We will not be responsible for your failure to access the Service or to schedule payment of your electronic or other bills.

In addition to notification within Service, you may receive an email notification to the email address listed for your account. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

You may choose to pay an electronic bill that you receive through the Service by other means than using the Service, but if you do, that payment will not be automatically reflected on the Service. You may, however, mark such bills as paid manually.

7. **Types of Payments.** The Service supports two types of payments: "Single Payments" and "Recurring Payments". Single Payments are payments for which you enter all required information such as amount and date each time you make a payment. Recurring Payments are payments which once entered will automatically be processed in a fixed amount on a fixed-frequency (e.g., weekly, monthly, etc.) you determine. **Bill Pay for 529 accounts requires the sale of portfolio units held in your 529 account in order to fund any requested payments.**

8. **Entering Payment Information.** ("Payment Instructions"). With the exception of periods of periodic maintenance, you can enter Payment Instructions through the Service 24 hours a day, 7 days a week. You are solely responsible for the accuracy of the Payment Instructions that you enter through the Service. Please review the Help Menu online for detailed information on the steps necessary to schedule payments.

## 9. Scheduling Information.

Payments can only be processed on Business Days, as defined in Section 20 of this Agreement.

**Transactions begin processing on your Withdrawal Date.** The earliest possible Deliver By Date for each Payee (typically five (5) or fewer Business Days from the Withdrawal Date) will be designated within the application when you are scheduling the payment. To provide sufficient time for a payment to be received and processed by a Payee and to be eligible for the Payment Guarantee set forth in Section 13 of this Agreement, you must select a Withdrawal Date so that the associated Deliver By Date is no later than the actual Due Date reflected on your Biller statement.

The available balance is based on the prior business day's market value of the units of the portfolios in your 529 account. This balance may change based on market fluctuation or account activity. Please be aware that if your request exceeds the available balance on the Withdrawal Date your request will not be processed. If this occurs, you will need to resubmit your request, or contact a Fidelity representative for more information.

Bill Pay for 529 accounts requires the sale of portfolio units held in your 529 account in order to fund any requested payments. The amount requested through Bill Pay for 529 accounts will be withdrawn from each portfolio held in your designated 529 account on a pro-rata basis on the Withdrawal date. The "Withdrawal Date" is the day your 529 account will be debited and is also the day the Service will begin processing your payment, unless a future-dated Withdrawal Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

When scheduling a payment, you will select a Deliver By Date which is the date you want the Payee to receive your payment.

If a Deliver By Date for a Recurring Payment does not exist in a certain month, or is a Non-Business Day, the Deliver By Date will default to the previous Business Day. For example, if you schedule a payment for the 31st of a month, the Deliver By Date for your payment for the month of September (which has only 30 days) will be the 30th of September assuming that it is a Business Day.

Fidelity reserves the right to select the method in which to remit funds on your behalf to your Payee. Through your enrollment in the Service, you agree that we reserve the right to request a review of your credit score at its own expense through an authorized bureau. These payment methods include, but may not be limited to, an electronic payment or a check payment. As the check is similar to a personal check, Fidelity cannot control presentation of these checks since the Payee can delay cashing them.

If the actual Due Date falls on a non-Business Day, you must select a date that is at least one (1) Business Day before the actual Due Date. Deliver By Dates must be prior to any late date or grace period.

The Service will not allow you to enter a duplicate payment. A duplicate payment is one that is scheduled to be made to the same Payee on the same day for the same amount.

## 10. Payment Limits.

Individual payments may be made with any amount between \$0.01 and \$100,000.00.

## **11. Delivery of Payments.**

By providing the Service with Payment Instructions including but not limited to Payee information of Payees to whom you wish to direct payments, you authorize Fidelity to follow the Payment Instructions that it receives through the payment system.

By submitting a Payment Instruction, you shall be deemed to have authorized Fidelity to debit your Fidelity 529 Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver By Date designated by you. In using the Service, you are requesting Fidelity to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice. If a payment is returned, the amount returned will be invested in your Fidelity 529 Account according to your current standing investment allocation.

## **12. Failure to Complete Payments.**

We will complete any payment processed through the Service which complies with the terms of this Agreement. If we do not complete such a payment, including deleting a payment which complied with Section 14 of this Agreement, we will reimburse you for your losses or damages. However, there are some exceptions. We will not reimburse you, for instance, if:

- a. Through no fault of ours, your payment did not comply with Section 9 of this Agreement.

- b. The Service or your communication line, PC, modem, Internet Service Provider (ISP), or mobile device was not functioning properly and you knew about the malfunction when you started the payment.
- c. **If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction;**
- d. A Payee mishandled or delayed handling payments properly sent by us for any reason.
- e. You did not properly initiate a payment or provide us with correct Payment Instructions including but not limited to Fidelity 529 Account information, Payee Information, Payee Account number, Recurring Deliver By Date, or payment amount.
- f. Circumstances beyond our control (such as fire, flood or a delay in the transmittal of a payment by mail or otherwise) prevented the proper completion of the payment despite reasonable precautions by us to avoid these circumstances.
- g. The funds were subject to legal or other process restricting or delaying such payment.
- h. A Payee has failed to make a bill available at all or in a timely manner.
- i. Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Fidelity 529 Account or causes funds from your Fidelity 529 Account to be directed to a Payee who does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Fidelity 529 Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment-related charges.

EXCEPT AS SET FORTH IN THIS AGREEMENT OR LIMITED BY APPLICABLE LAW, THE LIABILITY OF THE SERVICE FOR ITS FAILURE TO MAKE PAYMENTS ON TIME OR IN THE CORRECT AMOUNT IS LIMITED AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE USE OR MAINTENANCE OF THE SERVICE.

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Note:** If you breach the warranty set out in Section 3 above and you use your Fidelity 529 Account and the Service for any business or commercial purpose and not solely for qualified higher education purposes, we shall only be liable for actual damages resulting from our negligent actions, and IN NO SUCH EVENT SHALL WE BE HELD LIABLE FOR SPECIAL, CONSEQUENTIAL, COVER OR INCIDENTAL DAMAGES, OR LOST PROFITS OR BUSINESS, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13. Payment Guarantee.** Subject to the conditions specified in Section 12, we will reimburse you for any late payment fees or penalties you are charged by a Payee, up to a maximum of \$50 per payment, as a result of

such Payee's failure to receive a payment made through the Service by the Due Date if you meet each of the following conditions:

- a. The Payee and payment type is within the scope of the Service as described in Section 3.
- b. You scheduled a payment **Delivery By Date** that is no later than the actual Due Date reflected on your bill.
- c. You provided us with the correct Payment Instructions including but not limited to Payee Information, Deliver By Date, and payment amount.
- d. On the **Withdrawal Date**, your Fidelity 529 Account contained a sufficient balance to complete the payment, and the payment complied with Section 9 of this Agreement.
- e. The late payment fee or penalty, or the method of its calculation, was published in writing by the Payee prior to the Due Date.
- f. Upon request, you provided Fidelity a copy (either by mail or fax) of the Payee's statement showing the late payment fees or penalties posted to your Payee Account.

**14. Deleting or Modifying Payments.** You can delete or modify payments through the Service. Once a payment has begun processing, it cannot be deleted or modified. A stop payment request may be submitted by contacting Fidelity. If we make a payment that should have been deleted pursuant to this Section, we will reimburse you for your losses or damages subject to the conditions set forth in Section 12 of this Agreement. The initiation by you of certain electronic fund transfers from your Account will effectively eliminate your ability to stop payment of the transfer.

**UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

15. **Reviewing Payments.** You can review all pending payments through the Service on Fidelity.com. Up to two years of payment history is available on Fidelity.com.
16. **Uncompleted Payments.** If we make a payment via check and the check is not presented for payment by your Payee, you are solely responsible for following up with your Payee.
17. **Returned Payments. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, an invalid Payee address; Biller's forwarding address expired; Biller account number is not valid; the Payee or Biller is unable to locate your account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee or Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.**
18. **Statements.** All payments made through the Service will appear on your monthly Fidelity 529 Account statement(s). The Payee name, payment amount, and Deliver By Date will be reflected for each payment made through the Service.

19. **Fees.** There is no fee for using the Service.
20. **Equipment.** We are not responsible for any loss, damage or injury resulting from (i) an interruption in your electrical power or telephone service; (ii) the disconnecting of your telephone line by your telephone company or deficiencies in your line quality; (iii) any defect or malfunction of your PC, modem or telephone line, or (iv) any failure of your ISP or the Internet that results in the interruption of your access to the Service.
21. **Business Days/Hours of Operation.** **"Business Day"** is every Monday through Friday, excluding bank and stock market holidays. While payments can be scheduled anytime the Service is available, payments can only be processed on Business Days.
22. **Notice of Your Rights and Liabilities.** Tell us promptly if you believe your password has been lost or stolen or if someone may be using the Service without your permission. Telephoning is the best and fastest method to notify us and help minimize your possible losses.  
  
If you tell us within two (2) Business Days after you discover that your password has been lost or stolen, you can lose no more than \$50.00 if your password is used without your permission. If you fail to give us notice of your lost or stolen password within two (2) Business Days after you learn of the loss or theft of your password and your password is used without your permission you could lose as much as \$500.00.  
  
Also, if your periodic Fidelity 529 Account statement shows payments that you did not authorize, tell us promptly. If you

do not tell us within sixty (60) days after the first statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

In extenuating circumstances Fidelity may extend such time periods. If you believe your password has been lost or stolen, or that someone has accessed or may access your Fidelity 529 Account through the Service without your permission:

Call: 1-800-544-1914;  
or write to us at:

Fidelity Investments  
P.O. Box 770001  
Cincinnati, OH 45277-0013

### **23. Disclosure of Information to Third Parties.**

We will not disclose information about you or your Fidelity Account or use of the Service to any person, organization or agency except:

- a. Where it is necessary for completing payments, or
- b. To verify the existence and condition of your Fidelity 529 Account for a third party such as a credit bureau or Payee, or
- c. To comply with government agency or court orders, or
- d. If you give us your permission in writing or by an email message such authorization to automatically expire forty-five (45) days after receipt by Fidelity.
- e. For other purposes in accordance with Fidelity's privacy statement.

### **24. In Case of Errors or Questions About Your Bill Payments; Error Resolution Procedures.**

If you think your Fidelity 529 Account statement is wrong with regard to your use

of the Service or if you need more information about payments listed on your statement: Call:

1-800-544-1914,

or write to us at:

Fidelity Investments,  
P.O. Box 770001, Cincinnati, OH  
45277-0013, promptly.

We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared.

To notify us, you must:

- a. Tell us your name and Fidelity 529 Account number.
- b. Describe the error or the payment you are unsure about (including the date of such error or payment), and explain as clearly as possible why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days of discovering the suspected error.

- d. We will tell you the results of our investigation within ten (10) Business Days\* after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we may credit your account within ten (10) Business Days\* for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days\*, we may not credit your account.

If we decide there was no error, or that an error occurred in a different manner or amount from that described by you, we will send you a written explanation within three (3) Business Days after we finish our investigation.

\*Calendar days if you are a Massachusetts resident.

**25. Agreement Modification and Amendment.** Unless otherwise required by applicable law, we may modify or amend this Agreement at any time without giving you prior notice. However, reasonable notice of any modification or amendment to this Agreement may be delivered to you in writing or electronically, to the extent practicable. If you do not agree to the modification or amendment, you must notify us immediately and cancel your access to the Service. Your access or use of the Service after the effective date of any such modification or amendment indicates your agreement with such modification or amendment. Fidelity has the right to discontinue this Service with notification. Fidelity also reserves the right to refuse to grant you access to the Service, or to suspend or terminate your ability to use the Service at any time, for any reason.

**26. Continuing Enrollment in the Service.** Access to the Service is available as long as you maintain your Fidelity 529 Account. The Service will continue to

be available to you until you request to deactivate the service. Fidelity reserves the right to restrict your account under certain circumstances which will deactivate the Service from your Fidelity 529 Account.

In such cases, all pending, future-dated and recurring payments including payments for electronic bills are cancelled and the Service is disabled for access in such account. We will attempt to notify you electronically if the service is deactivated.

**27. Electronic Fund Transfer Confirmation.**

Any documentation provided to you which indicates that an electronic fund transfer was made will be admissible as evidence of the transfer and will constitute *prima facie* proof that the transfer was made.

**28. Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and the United States of America.

**Note:** Please keep this Bill Pay for 529 Accounts Service Agreement for your files.



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