

When you downloaded and/or accessed this Fidelity mobile application ("App"), you acknowledged your agreement to the (1) [Fidelity Privacy Policy](#), (2) [Fidelity Alert User Agreement](#) (if applicable) and (3) Electronic Services Customer Agreement (provided below). Each of these agreements may be accessed from this page, you may print them from Fidelity.com and you may be able to share or print them from this App. The Electronic Services Customer Agreement contains important legal information regarding your access and use of this App. The Fidelity Privacy Policy and the Fidelity Alerts User Agreement, (which may be accessed through a web browser depending on your mobile device) contain important information regarding your personal information. Your access to this App may also be subject to terms of use, privacy and other agreements required by third party providers in connection with use of your device, telephone, wireless and other services. If you are using a connected wearable mobile device, certain information from the App may be transmitted through and displayed on such device. If you do not wish to have your information transmitted through and displayed on your wearable device, please disable this feature in your settings. To find standard performance and other important information, please view quotes using the Fidelity App. You should review all agreements carefully to understand how they impact your privacy and any data that may be transmitted using your device.

## Electronic Services Customer Agreement

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### 1. Overview and Consent

Subject to and conditioned upon my consent to the terms set forth in this Electronic Services Customer Agreement ("Agreement"), Fidelity grants me a limited, revocable, nontransferable and nonexclusive license to use Fidelity's Electronic Services (the "Services"). Such license is in addition to any additional agreement(s) referred to and incorporated into this Agreement below with respect to the Services generally or certain products and services that may be accessed via the Services.

I understand that this Agreement is between me and Fidelity (where "Fidelity" refers to Fidelity Brokerage Services LLC, Fidelity Distributors Corporation, National Financial Services LLC, Fidelity Investments Institutional Services Company, Inc., Fidelity Workplace Services LLC and/or one or more of their affiliates, as the context may require) and states the terms and conditions of my use of the Services. I agree to use the Services only in accordance with this Agreement. If I do not agree with the terms of this Agreement, I understand I may not use and agree to refrain from using the Services. The Services include but are not limited to Fidelity Automated Service Telephone (FAST<sup>®</sup>), Fidelity Active Trader Pro<sup>®</sup>,

Fidelity's browser trading tools, Wealth-Lab Pro<sup>®</sup>, the Fidelity App for iPhone<sup>®</sup>\*, the Fidelity App for iPad<sup>®</sup>\*, the Fidelity App for Windows Phone 8<sup>®</sup>\*, the Fidelity App for Android, the NetBenefits App for iPhone<sup>®</sup>, the NetBenefits App for Android, the NetBenefits App for iPad<sup>®</sup>\*, Fidelity's alerts and wireless trading services and any online securities trading or informational system, web-based, wireless or otherwise, established by Fidelity directly or through online business partners that Fidelity may make available in the future. The Services and the data, information and content available to me through the Services depend on my Fidelity accounts and the nature of my relationship with Fidelity. If my relationship to Fidelity arises in connection with workplace services provided to my employer, this Agreement does not modify or displace the terms of any applicable plan, or my employer's agreement with Fidelity. If my relationship to Fidelity arises in connection with workplace services provided to my employer or through an advisor relationship, I understand that certain features such as Watch List are not intended for my account. The Services make available to me a variety of interactive computer, handheld device and telephone services which may allow me to (a) access my eligible Fidelity accounts and positions held therein, (b) enter orders to buy and sell certain securities, (c) obtain quotations, (d) request to receive from Fidelity proprietary and third party information regarding investments, individual securities, the financial markets, and Fidelity's products and services, (e) access my workplace benefit plan or program information provided by my employer and other information via electronic transmission. Certain Services may be available via one or more different types of electronic devices or means, including a personal computer, handheld device, one-way pager, two-way pager, email, facsimile, internet-ready telephones, personal data assistants or other electronic means (collectively, "Access Devices") as Fidelity may elect from time to time. Available Access Devices may differ among different offerings within the Services. The Services may be marketed under various brand names including, without limitation, "Fidelity Mobile".

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## 2. Privacy: Incorporation of Other Fidelity Agreements

I understand that I must enter certain information through the Services using my Access Device in order to use certain aspects of the Services and/or to request to have Fidelity send information to my Access Device. This information may include the identity of the types of information I am requesting Fidelity to send to me, information regarding my Access Device(s) and categories of products and services in which I am interested and my account information. Certain non-personal information may be transmitted to Fidelity or third party service providers for diagnostics and/or to improve performance of the App. I understand that my use of the Services and Fidelity's use of this and any other information I enter through the Services is subject to the terms of [Fidelity's Privacy Policy](#).

I understand that my use of certain of the Services may be subject to the terms of a license agreement contained with any software required for such Service, and that my use of the Services may be subject to license or usage terms posted online by Fidelity. I agree to be bound by the terms of such license agreements and terms, including without limitation the prohibitions on distribution and copying, the exclusion of all representations and warranties, and the limitation of remedies.

I understand the Services may provide access to other products and services that are subject to separate user agreements. I understand that, to the extent applicable, the terms of such agreements are incorporated into this Agreement by reference, to the extent such terms do not conflict with the terms of this Agreement. In the event of a conflict the terms of such separate user agreement will prevail with respect to such specific products or services (such as a credit card agreement), including without limitation different policies concerning error resolution and liability may apply, as described in the separate agreement.

I understand that my relationship with Fidelity may be governed by other agreements, including, but not limited to, the terms and conditions which govern the account(s) and/or workplace benefit plan(s) or program(s) at Fidelity which I

access via the Services. In addition, I understand that any trading in my account through the Services is subject to Fidelity's trading policies and limitations that are in effect and subject to change from time to time. Further, I agree that prior to my first use, I will review any applicable trading tutorials for my eligible Access Device that I may use to place trades through the Services.

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### **3. Responsibilities of User: Scope of Use**

I shall be the only authorized user of the Services under this Agreement and shall only use the Services for my personal, non-commercial purposes. I agree not to re-disseminate, publish, broadcast or otherwise commercially exploit any information obtained through the Services in any manner to third parties without the express written consent of Fidelity, unless I have otherwise agreed in writing with Fidelity based on the nature of my relationship.

I shall be responsible for the confidentiality and use of my username, password and other security data, methods and for the physical security of my Access Devices. I understand that I shall be solely responsible for all orders electronically transmitted, or use of any data, information, or services obtained, using my username and password, and other security data. I understand that if I choose to use features that enable access to my account by multiple users on my Access Device(s), I am solely responsible for any such use by me or any other person, and any activity initiated by another person will be considered to be activity authorized by me. I accept full responsibility for the monitoring of my account. I agree that Fidelity shall not be under a duty to inquire as to the authority or propriety of any instructions given to Fidelity by me or via my username and password, and shall be entitled to act upon any such instructions; and Fidelity will not be liable for any losses I incur, (including any claims, damages, actions, demands, investment losses, or other losses, as well as any costs, expenses charges, attorneys' fees, or other fees and expenses incurred by me), or other liability arising out of any such instructions as long as such instructions reasonably appear to be authentic. I agree that the Services are the proprietary property of Fidelity and/or third parties from which Fidelity has obtained rights. Information available through the Services is the property of Fidelity or the applicable third party data and/or content licensors or providers (collectively, the "Providers") and is protected by applicable copyright law. If I store notes using features available through the Services, I agree that any such notes will be created by me and will not contain any material that is copyrighted, trademarks or otherwise protected by third parties unless I have permission to use such material.

I assume all risks associated with directing Fidelity to send messages to Access Devices that may not utilize personalized security codes or encryption. I understand that if I leave my Access Device unattended during or after using the Services, an unauthorized user may be able to use such Access Device to place orders in or otherwise access my accounts, personal information and/or view trading information I entered into the Services. I understand this type of security risk can be minimized, for example and as applicable, by logging out of the Services and closing my Internet browser when my computer is unattended by me or keeping my Access Devices under my physical control.

If trading is available using the Services, I understand that I must use caution when placing market orders because the price of securities may change sharply during the trading day or after-hours and that if I have limited assets to pay for a transaction, such as a retirement account with contribution restrictions, I should consider placing a limit order. In addition, I understand and agree that if I cannot pay for a transaction, Fidelity may liquidate account assets at my risk. Also, I understand that during periods of heavy trading, volatility or other events, the quotes provided as "real time" may not reflect current market prices or quotes. In addition, when quotes are rapidly changing, each quote update may not be reported to me. I understand that there may be delays with or interruptions or failures of the Services and I agree to accept the risk and responsibility associated with such delays, interruptions and failures. I understand that Services availability and response time may be subject to market and other conditions. Fidelity shall not be responsible for, and makes no warranties regarding, the access, speed or availability of the Services, Internet or network services.

By using the Services, I recognize that the use of these Services depends on certain factors outside of Fidelity's control, and is subject to current limitations of wireless and network technologies. By using these Services, I agree that Fidelity is not responsible for any losses resulting from my use and acknowledge the following risks: (1) wireless access may be delayed or interrupted, or may be unavailable; (2) data transmitted through wireless access may be intercepted by unauthorized persons; (3) my failure to physically secure my wireless device or to protect my passwords can result in unauthorized access to my Fidelity account(s); (4) the accuracy and timeliness or completeness of data transmitted through wireless access cannot be guaranteed; and (5) response times may be delayed by market volatility, volume or systems capacity. If I am unable to perform a transaction through the Services, go to Fidelity.com or call 1-800-FIDELITY or, for workplace services transactions, please visit NetBenefits.com or call your toll-free workplace services phone number.

The Services are provided for informational and/or educational purposes and are not intended to provide tax, legal, investment or other advice, and should not be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security by Fidelity or any Provider. I acknowledge that my requests for information through the Services are unsolicited and such information is either statistical information containing no expression of opinion or is impersonal advice not intended to meet the objectives or needs of specific individuals or accounts. I understand that I alone am responsible for determining whether any investment, security or strategy is appropriate or suitable for me and that neither Fidelity nor any Provider has made any determination that any recommendation, investment, or strategy in such information is suitable or appropriate for me based on my investment objectives and financial situation. I agree not to rely solely on the information received via the Services in making my investment decisions.

Health and insurance information provided through the Services, including but not limited to enrollment information, does not guarantee coverage or covered benefits. I agree that I, my physician or my provider must call the benefit plan or program service provider's toll-free number to verify my coverage and enrollment information before providing any medical services or benefits. I understand that the information is not intended to create, nor is it to be construed to create, a contract between the employer and any one of the employer's employees or former employees. I acknowledge that the employer reserves the right to amend, modify, suspend, replace or terminate any of its plans, policies, or programs, in whole or in part, including any level or form of coverage by appropriate company action, without my consent or concurrence. Full details of my medical or other benefits are provided in the official plan document, which governs the operation of the plan. In the event that the content of this Service conflict with or are inconsistent with the provisions of the plan document, the provisions of the plan are controlling.

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#### **4. User Consent**

I recognize that my use of the Services may involve the transmission to me of information that may be considered personal, including financial information such as the identity and number of shares that I trade and the net dollar price for the shares and also including workplace benefit plan and program information such as health plan carrier and enrollment information. By using the Services, I consent to the transmission by electronic means of such personal financial information and personal information through the Services and to the receipt of Mutual Fund Trade Confirmations and Related Prospectuses electronically, if applicable depending on the nature of my relationship with Fidelity; such consent shall be effective at all times that I use the Services. I acknowledge that Fidelity cannot assure the security or privacy of electronic transmission of such information. Any transmission may also be subject to other agreements that I have with my mobile service or Access Device provider. Accordingly, I must assess whether my use of the Services is adequately secure to meet my particular needs. For order entry via two-way wireless devices, Fidelity may request personalized security codes or other information, and may use encryption. I understand that my use of certain

aspects of the Services and other wireless Internet or network services may allow others to identify my geographical location. I understand that I am responsible for adjusting privacy and other settings on my device based on my preferences. Fidelity will not be liable for any losses resulting from unauthorized transactions if the transaction reasonably appears to be authentic. Fidelity will take reasonable security precautions, but Fidelity disclaims any liability for interception of any personal information, data or communications.

If I need a paper version of a prospectus or trade confirmation, I will call Fidelity at 1-800-FIDELITY to request that a copy be sent through the mail.

If I use the Services, I agree and consent to receive [Fidelity's privacy notices or policies](#) electronically, and to such end Fidelity and its affiliates may post privacy notices or policies on its Web sites or make them available through the Services. I understand that telephone calls to Fidelity may be monitored or recorded, and hereby consent to such monitoring or recording.

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## 5. Error Notification; Other Notices

As an account owner, I understand that I am responsible for monitoring my account. This includes making sure that I am receiving transaction confirmations, account statements and any other expected communications. It also includes reviewing these and other documents to see that information about my account is accurate and contains nothing suspicious. I understand that all trade orders placed through the Services are at my sole risk and responsibility. I further understand I must notify Fidelity of the existence of certain circumstances relating to my use of the Services. Specifically, I agree that any trade orders given by me and any information furnished to me by use of the Services shall be subject to the following terms and conditions to the extent such terms and conditions are not superseded by applicable laws and/or regulations:

- a. If an order has been placed through the Services and I have not received a reference number reflecting the order, I shall immediately notify Fidelity.
- b. If an order has been placed through the Services and I have not received an accurate written confirmation of the order or of its execution within five (5) business days, I shall immediately notify Fidelity.
- c. If I have received confirmation of an order that I did not place or any similar conflicting report, I shall immediately notify Fidelity.
- d. If there is a discrepancy in the account balance, security positions, order status or other account information reported to me by Fidelity, I shall immediately notify Fidelity.
- e. If there is any other type of discrepancy or suspicious or unexplained occurrence relating to the Services or my account I shall immediately notify Fidelity.
- f. If I have not received a communication I expected, or if I have a question or believe I have found an error in any communication from Fidelity, I will telephone Fidelity immediately, and then follow up with written confirmation.
- g. I shall immediately notify Fidelity if my PIN and/or Access Device I use with the Services is lost or stolen or if there is unauthorized use of my PIN.
- h. If, through any error, I have received property that is not rightfully mine, I agree to notify Fidelity and return the property immediately without any further use thereof.

If I fail to notify Fidelity when any of the above conditions (a) - (h) occur (and in any event if the above condition (g) occurs), neither Fidelity nor any of its employees, agents, affiliates, subsidiaries, control persons, or its parent, nor any third parties, can or will have any responsibility or liability to me or to any other person whose claim may arise through me for any claims with respect to the handling, mishandling, or loss of any order or information. Notwithstanding my notification to Fidelity, Fidelity shall not be liable for any claims, demands, actions, losses, damages, liability, costs, charges, counsel fees, or expenses of any nature ("Losses") related to the Services except as expressly set forth in this Agreement. I understand that Fidelity shall not be deemed to have received any order electronically transmitted by me until Fidelity has acknowledged to me that the order has been received by Fidelity.

I understand that so long as Fidelity sends communications to me at the physical or electronic address of record given by me to Fidelity, or to any other address given to Fidelity by an authorized person, the communications are legally presumed to have been delivered, whether I actually received them or not. In addition, confirmations and statements are legally presumed to be accurate unless I specifically tell Fidelity otherwise.

All notifications to Fidelity pertaining to this Agreement shall be directed to:

For Retail notifications:

Fidelity Investments  
Attn: Client Services  
P.O. Box 770001  
Cincinnati, OH 45277-0045  
or by calling 1-800-544-6666

For Workplace Savings notifications:

Fidelity Investments  
P.O. Box 770003  
Cincinnati, OH 45277-0065  
Or by calling 1-800-FIDELITY

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## **6. Limitation of Liability & Disclaimer of Warranties**

Any liability arising out of the Services for which Fidelity is determined to be responsible shall be limited to an amount equal to the benefit that I would have realized up to the time by which I should have notified Fidelity, as specified in this Agreement.

While all information accessible through the Services has been obtained from sources believed to be reliable, I understand that Fidelity will not be responsible whatsoever for the accuracy, timeliness, completeness, or use of any information received by it or received by me from Fidelity or any Provider through the Services and that Fidelity does not make any warranty concerning such information. I agree that neither Fidelity nor any Provider or third party working with Fidelity to provide Services hereunder shall be responsible for any Losses caused by telecommunications network, encryption or communications line failure, unauthorized access, theft, systems failure, systems delays and other occurrences beyond its reasonable control. To the extent that any Services use Internet, wireless or related electronic or telephonic services to transport data or communications, Fidelity will take reasonable security precautions, but Fidelity disclaims any liability for interception of any such data or communications.

I expressly acknowledge and agree that the use and storage of any information, including without limitation, portfolio

information, transaction activity, account balances, notes and any other information or orders available through use of the Services is at my sole risk and responsibility. Fidelity will not use, review or filter any notes that I store using the notebook feature.

FIDELITY DOES NOT, NOR DOES ANY PROVIDER OR OTHER THIRD PARTY, MAKE ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT TO THE SERVICES OR ANY INFORMATION, PROGRAMS OR PRODUCTS OBTAINED FROM, THROUGH, OR IN CONNECTION WITH THE SERVICES. THE SERVICES MAY CONTAIN TECHNICAL AND OTHER ERRORS AND LIMITATIONS AND ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FIDELITY CANNOT AND DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, SECURITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES AND ALL INFORMATION MADE AVAILABLE THROUGH THE SERVICES. THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SERVICES, INCLUDING THE RECEIPT OF QUOTES AND THE ENTRY AND TIMING OF EXECUTION OF ORDERS TO SELL AND BUY SECURITIES, IS ASSUMED BY ME. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO ME. I MAY HAVE ADDITIONAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT OR OTHERWISE, SHALL FIDELITY, ANY PROVIDER OR ANY OTHER THIRD PARTY INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SERVICES BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS ARISING OUT THE USE, RESULTS OF USE, OR INABILITY TO USE THE SERVICES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMIT MAY NOT APPLY TO ME.

I agree to indemnify and hold harmless Fidelity from and against Losses arising from my: i) use of any aspect of the Services over which Fidelity does not exercise exclusive control; ii) violation of this Agreement; or iii) violation of any third party's rights (including, without limitation, any Provider), including but not limited to copyright, proprietary and privacy rights. This indemnification and hold-harmless obligation will survive the termination of the Agreement.

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## **7. Eligibility Criteria, Commission Policy & Other Charges**

I understand that the Services are intended to be made available only to persons in the United States and that certain Services may be subject to other eligibility requirements. In addition, Fidelity may limit access to all or a portion of the Services to Fidelity customers who meet certain criteria ("Eligibility Criteria"). The identification of Eligibility Criteria is within Fidelity's sole discretion and is subject to change at any time and from time to time. The Services may provide access to information regarding additional products and services that may be subject to different Eligibility Criteria than those required to qualify for the Services.

Commission discounts may be available to certain Fidelity accounts which utilize the Services. However, such discounts will not apply to any transactions which for any reason cannot be placed and executed through the Services.

I agree to be liable for any and all fees, charges or expenses that Fidelity may charge or I may incur in connection with the use of the Services by me or any other person through use of my username, passwords, security codes, equipment, or otherwise, if any. I understand that the rates, fees, billing and terms governing services provided by Access Device vendors, the Providers or other third party service providers may be determined solely by such third party. I understand and acknowledge that Fidelity is not delivering telecommunications, Internet, mobile device, paging or any other

services or means of electronic access and that I am responsible for maintaining appropriate contracts with third parties and service providers to obtain such services. I will be solely responsible for paying all bills, charges, fees and expenses related thereto. I agree to obtain access to and be solely liable for all payments related to all equipment and Access Devices necessary to access the Services. I further understand that my ability to make use of the Services may be limited by technical or other limitations present in the equipment and Access Devices I use to access the Services.

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## 8. Copyright policy, linking policy and trademarks

The Services are protected by applicable copyright laws. Accordingly, I may not copy, distribute, modify, post or frame in the Services, including any text, graphics, video, audio, software code, user interface design or logos.

All trademarks and service marks contained in the Services belong to FMR LLC or an affiliate, except third-party trademarks and service marks, which are the property of their respective owners.

If I believe that my work has been copied in a way that constitutes copyright infringement, please provide Fidelity with the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
2. A description of the copyrighted work that I claim has been infringed, or, if multiple copyrighted works are the subject of a single notice, a representative list of such works;
3. An identification of the allegedly infringing material, and a description of where that material is located in the Services;
4. My address, telephone number, and email address;
5. A statement by me that I have a good faith belief that use of the disputed material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement by me, made under penalty of perjury, that the information I provide in my notice is accurate and that I am the owner of the allegedly infringed copyright, or that I am authorized to act on behalf of the copyright owner.

Fidelity's Agent for Notice of claims of copyright infringement can be reached as follows:

By mail: Tanya Courcey, Fidelity Investments, 245 Summer Street, Boston, MA 02210

By phone: 617-563-9840 By email: CopyrightClaim@fmr.com

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## 9. Market Data, Charts, News & Research and Third Party Content

The Services may include access to, or display of, historical price charts, news headlines, general news and information, commentary, interactive tools, quotes, research reports and data concerning the financial markets (including without limitation real-time quotes), securities and other subjects. Some of this content is supplied by Providers that are not affiliated with Fidelity ("Third Party Content"). The source of all Third Party Content is identified. The Third Party Content is protected by copyright pursuant to United States laws and international treaties and is owned or licensed by the Third Party Content Provider(s) credited.

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Certain third-party content may be displayed automatically through the App based on your profile (e.g., news content and analyst opinions displayed for securities that are in your portfolio or watch list and news based on your selected interest areas), and Fidelity makes no attempt to display such content as a recommendation or for other purposes.

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THE THIRD PARTY CONTENT PROVIDERS AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE THIRD PARTY CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In order to comply with applicable laws and regulations, Fidelity may at times exclude content with respect to securities of issuers which are the subject of public offerings made available to Fidelity's brokerage customers, or otherwise. Certain other content filtering may take place from time to time based on objective criteria.

All content on the Services is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, I am responsible for setting the cache settings on my Access Device to ensure I am receiving the most recent data.

Fidelity shall not be liable in any way, and I agree to indemnify and hold harmless Fidelity from and against any and all Losses arising from or occasioned by (a) any inaccuracy, error, or delay in, or omission of, (i) any data, information, or message disseminated by any party or (ii) the transmission or delivery of any such data, information, or message, or (b) any Losses arising from or occasioned by (i) any such inaccuracy, error, delay, or omission, (ii) nonperformance, or (iii) interruption of any such data, information, or message, due either to any act or omission by Fidelity or any other disseminating party or to any "force majeure" (i.e., acts of God, acts of terrorism, acts of civil or military authority including governmental priorities, fires, floods, wars, insurrections, riots, extraordinary weather conditions, earthquake, labor dispute, accident, communications, or power failure, equipment or software malfunction) or any other cause beyond the reasonable control of any disseminating party. I understand that the terms of this Agreement may be enforced directly against me by the national securities exchanges and associations or Provider providing market data to me.

Fidelity reserves the right to limit the number of free real-time quotes, including those provided through the Services.

I represent and agree that the following statements are and will continue to be true for so long as I have access to the Services: (a) I will not use any information or market data provided by a national securities exchange or association in connection with any professional or commercial activities, and I agree to notify Fidelity if I intend to do so and to pay any additional charges in connection therewith; and (b) I will not use the Services in conjunction with any business as a broker-dealer, investment advisor, futures commission merchant, commodities introducing broker, commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner or associated person of any of the foregoing; and (c) If I am employed by a bank or insurance company or an affiliate of either I will not perform functions related to securities or commodity futures trading activity, except with respect to my personal account(s) with Fidelity.

I understand that the data, content, reports and tools available through the Services are subject to change at any time and from time to time without prior notice to me and you accept those modifications if you continue to use the Services.

Consolidated real-time quotes/last price are displayed on all locations where I may enter and implement a trade with Fidelity; other sources of market data may be displayed on research and informational pages and screens.

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## 10. Modification & Termination

I agree that Fidelity may modify, change, or discontinue the Services in whole or in part, at any time. I agree that Fidelity may immediately terminate its provision of the Services to me if I breach this Agreement, if I have jeopardized the proper and efficient operation of the Services, or if I engage in activity which is contrary to Fidelity's policies. Any unauthorized use of the Services, whatsoever, shall result in automatic termination of this Agreement.

Fidelity may revise, modify or amend this Agreement at any time without notice. I understand I should check this Agreement regularly. If a court of competent jurisdiction deems any provision of this Agreement unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

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## 11. Choice of Law

I acknowledge that this Agreement, as well as any additional terms and conditions which may be incorporated herein pursuant to Section 2 (Incorporation of Other Fidelity Agreements), constitutes the entire agreement between Fidelity

and me with respect to its subject matter and supersedes all prior agreements. This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts, except with respect to conflicts of law, and shall inure to the benefit of Fidelity's successors and assigns, whether by merger, consolidation, or otherwise. Fidelity may send notices by U.S. mail, via electronic broadcasts through the Services, or through other means, to inform me of changes to the Services or this Agreement.

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