



Notice of Customer Rights and Liabilities

DEBIT CARD AGREEMENT AND DISCLOSURE STATEMENT

Fidelity Brokerage Services LLC ("Fidelity Brokerage") and National Financial Services LLC ("NFS" and together with Fidelity Brokerage, "Fidelity") have arranged with BNY Mellon (defined below) and Bank (defined below) for the issuance of Visa® cards to the customers of Fidelity Brokerage. When you use this Card, you will be accessing the Available to Withdraw balance in your Brokerage Account.

This Agreement is made among you, Fidelity, BNY Mellon and Bank and explains the types of Transactions that you can perform with your Visa Card ("Card"), as well as your rights and responsibilities concerning your usage and safekeeping of the Card. You agree to be legally bound by the terms and conditions set forth in this agreement.

IMPORTANT

If you believe your Card or personal identification number ("PIN") has been lost or stolen or has become known to unauthorized persons or that someone has used or may use your Card or PIN without your permission:

Notify BNY Mellon by:

Telephoning BNY Mellon at: 1-800-323-5353 or

Writing BNY Mellon at: BNY Mellon Investment Servicing Trust Company
301 Bellevue Parkway, 2nd Floor
Wilmington, DE 19809

For all other questions: Telephone or write Fidelity Brokerage.

1. Definitions.

Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings specified below:

"Account" refers to your Fidelity Brokerage Account. Termination of your Fidelity Brokerage account will result in the immediate termination of your Card. Your Card may be terminated by us without resulting in termination of your Fidelity Brokerage Account.

"ATM" means automated teller machine.

"ATM Withdrawal" means a Transaction in which you receive cash from an ATM.

"Authorization" means a Transaction in which you authorize others to place a hold on your Available Balance to ensure future payment.

"Available to Withdraw" is the total available cash in your Account plus any available credit in your margin Account*, if applicable. **"Bank"** means PNC Bank, N.A. or any successor bank.

"Bank" means PNC Bank, N.A. or any successor bank.

"Banking Day" has different meanings for ATM Withdrawals and for Cash Advances, Purchases, and Authorizations. A Banking Day may, as applicable, exclude bank or brokerage holidays.

- 1) For ATM Withdrawals, we consider there to be seven (7) Banking Days each week for purposes of imposing security limits on the number and amount of withdrawals you can perform at an ATM. For these purposes, Banking Days begin at 12:00 a.m. midnight Eastern Time.
- 2) For Cash Advances, Purchases, and Authorizations:
 - a) We consider there to be six (6) Banking Days each week for purposes of imposing security limits on the amount of Cash Advances, Purchases, and Authorizations you can perform. For these purposes, Banking Days begin at 6:00 a.m. Eastern Time. The period from Saturday at 6:00 a.m. to Monday at 6:00 a.m. Eastern Time is counted as one (1) Banking day; and
 - b) We consider there to be seven (7) Banking Days each week for purposes of imposing security limits on the number of Cash Advances, Purchases, and Authorizations you can perform. For these purposes, Banking Days begin at 12:00 a.m. midnight Eastern Time.

"BNY Mellon" means BNY Mellon Investment Servicing Trust Company, which is responsible for administration of the Card services provided hereunder.

* If the market value of the securities in your margin Account declines, you may be required to deposit more money or securities. If you are unable to do so, Fidelity may be required to sell all or a portion of your pledged assets. You will also be subject to margin interest as disclosed in your margin agreement. Margin trading involves greater risk than paying cash up front for your investment, is not suitable for all investors, and is subject to approval by Fidelity.

“Business Day” means Monday through Friday, excluding Federal Holidays. Although Fidelity’s, BNY Mellon’s or Bank’s offices may be open on certain legal holidays, these days are not considered Business Days for purposes relating to the transfer of funds.

“Card” means the Visa® Card issued on your Account.

“Cash Advance” means a Transaction in which you receive money back from a merchant or financial institution. Cash Advances do not include ATM Withdrawals.

“Cash Transfer” means a Transaction where you either (i) send money to a third party using a mobile app or payment service (e.g., Venmo), or (ii) purchase a cash-like instrument (e.g., a money order).

“Electronic Funds Transfer” means any transfer of funds initiated or authorized by you through an electronic payment system such as PLUS®.

“Purchase” means a Transaction in which you purchase goods or services.

“Regulation E” means Regulation E (12 C.F.R., part 1005) issued by the Bureau of Consumer Financial Protection pursuant to the Electronic Fund Transfer Act (15 U.S.C. 1693 et seq.).

“Services” means Card and related services.

“Transaction” means those transactions which you can perform with your Cards as more fully described below.

“Unauthorized Transaction” means a Transaction made by someone without your authorization and from which you received no benefit. An Unauthorized Transaction does not include: (a) a Transaction by a person to whom you furnished your Card or PIN unless you have notified us that Transactions by such persons are no longer authorized and we have had a reasonable opportunity to act on such notice; (b) a Transaction made or authorized by you with the intent to defraud; or (c) a Transaction which is made in error by us.

“We, Us, Our” means, as the context requires, Fidelity, BNY Mellon and/or Bank. For avoidance of doubt, the terms “we, us, our” have the foregoing meaning in this Agreement, whether or not they are capitalized.

“You, Your, Accountholder” means each person or entity who is a registered owner of the Account. For avoidance of doubt, the terms “you, your, accountholder” have the foregoing meaning in this Agreement, whether or not they are capitalized.

2. General Features of Services.

2.1 Available to Withdraw

- 2.1.1 Your Available to Withdraw balance may fluctuate from day to day because it is dependent upon changes in the balance in your Account. Shortly after BNY Mellon is notified of a Transaction, the Available to Withdraw balance is reduced, not when a sales draft or Cash Advance draft is paid.
- 2.1.2 You promise not to make a Transaction (such as making a Card Purchase) that exceeds your Available to Withdraw balance. If you attempt to make a Transaction that will exceed your Available to Withdraw balance, the Transaction will normally be declined.

2.2 Payment for Transactions.

- 2.2.1 On a daily basis, BNY Mellon will notify Fidelity of the Transactions on your Account of which BNY Mellon becomes aware. Fidelity will make payments to Bank (via BNY Mellon) on your behalf on each Business Day that Fidelity receives notice of the Transactions.
- 2.2.2 You authorize Fidelity to charge your Account in order to pay for Transactions. Each Transaction shall be considered to be your direction to us to charge or reduce your Available to Withdraw balance. When you use your Card, the charge or reduction to your Available to Withdraw balance generally occurs immediately and you understand that you have no right to stop payment on any processed Transaction. You can, however, provide us advance notice to stop preauthorized Transactions (See Section 4.5 for more information). You understand that Authorizations will reduce your Available to Withdraw balance by the amount of the Authorization even if the Authorization does not result in a Transaction. Note that an Authorization will reduce your Available to Withdraw balance until the Transaction is completed in whole or in part, or after the expiration of a time period specified by us.
- 2.2.3 If there is more than one person who is authorized to sign on the Account, you authorize us to pay Card Transactions on the authority of any one or more of the signatures of the individuals identified and carried on the Account record. See Section 7 for more information about joint Accounts.
 - 2.2.3.1 **Unauthorized Use.** You promise not to let any unauthorized person make a Transaction. If you permit an unauthorized person to make a Transaction(s), even if the amount of actual use exceeds the amount you authorized, you will be responsible for the full amount of all Transaction(s) that result.

2.3 Account Statements.

Fidelity Brokerage will send you an Account statement every month in which a Transaction was made. In any case, you will get an Account statement at least quarterly. Neither BNY Mellon nor Bank will send you a separate Transaction statement. Your Account statements will include the following information for Card Transactions: the amount, location, transaction date, posting date, reference number, and merchant name (when available). Review your statement and receipts carefully and promptly notify BNY Mellon of any discrepancy between your records and Card Transactions detailed on the statement.

2.4 Contact Information.

- 2.4.1 **Loss, Theft or Unauthorized Transaction.** You must tell BNY Mellon AT ONCE (by calling 1-800-323-5353) if you believe your Card(s) have been lost or stolen or if you believe an unauthorized person may know your PIN. Similarly, tell BNY Mellon if you believe any Unauthorized Transactions have been made to your Account. See Section 4 for more information about your rights and obligations with respect to Electronic Funds Transfers.
- 2.4.2 **Errors or Questions About Your Account.** Call BNY Mellon immediately if you think your Account statement or a Transaction record is wrong or if you need more information about your Account or any Transaction listed on the Account statement or Transaction record.
- 2.4.3 **Contact BNY Mellon.** ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR CARD MUST BE DIRECTED TO BNY MELLON, AND NOT TO FIDELITY OR BANK. BNY Mellon is responsible for resolving any errors in Transactions made with your Card. Call BNY Mellon during any Business Day at 1-800-323-5353. Or write to BNY Mellon at:

BNY Mellon Investment Servicing Trust Company
301 Bellevue Parkway, 2nd Floor
Wilmington, DE 19809

When calling or writing, you must provide your account number and other identifying information.

2.5 Foreign Transactions.

- 2.5.1 Foreign Transactions are Transactions completed outside the United States through your Account. All debits to your Account will be posted in U.S. dollars.
- 2.5.2 **Foreign Currency.** Transactions made in a foreign currency are converted into U.S. dollar amounts by Visa, using its then current currency conversion procedure and rate. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the Transaction processing date. The currency conversion rate used on the processing date may differ from the rate in effect on the Transaction date or periodic statement posting date.
- 2.5.3 **Foreign Transaction Fee.** For each Foreign Transaction, there is a foreign Transaction fee (currently, one percent (1%) of the Transaction for non-U.S. dollar Transactions), which may be included in the amount charged to your Account. This charge may apply whether or not there is a currency conversion.
- 2.6 **Fees.** If you request a copy of a sales draft, your Account will be charged three dollars (\$3.00) per sales draft. These fees do not include fees that may be charged by third parties, nor do they include out-of-network fees charged by ATM operators (see Section 3.2). Please refer to your specific Fidelity account Customer Agreement for the terms surrounding reimbursement of fees.
- 2.7 **Documentation.** Fidelity, BNY Mellon and/or Bank may add images of your application with respect to the services provided in connection with this Agreement to their electronic document storage system. After doing so, the original documents may be destroyed. Any future copy from that system will be acceptable for all purposes as if it is the original.
- 2.8 **Adverse Claims.** If any of us receives a claim to all or a portion of your Account (*including but not limited to a dispute over who is an authorized signer or owner*), we may place a hold on funds that are the subject of the claim. The hold may be placed for the time that we feel is reasonably necessary to allow a court to decide who should have the funds. None of us will be responsible for any items that are not paid because of the hold.

3. Card Transactions.

3.1 Conveniences.

- 3.1.1 **ATM Withdrawals:** You can use your Card to receive cash at ATMs displaying the Visa® or PLUS® logos.
- 3.1.2 **Cash Advances:** If your Account allows, you can use your Card to receive Cash Advances from your Account through financial institutions and some merchants that honor Cards bearing the Visa logo.
- 3.1.3 **Purchases/Authorizations:** You can use your Card to purchase goods and services (Purchases) from merchants honoring Visa. You may also use your Card to authorize others to place a hold on your Available to Withdraw balance to assure future payment (Authorizations).
- 3.1.4 **Cash Transfers:** You can use your Card to either (i) send money to a third party using a mobile app or payment service (e.g., Venmo), or (ii) purchase a cash-like instrument (e.g., a money order).
- 3.1.5 **Pay Bills:** You can pay bills directly by telephone from your Account in the amounts and on the days you request.
- 3.1.6 **Visa Account Updater (VAU).** VAU is a free account service in which each Card is automatically enrolled. The service automatically updates your payment information when a Card is re-issued to merchants who participate in VAU in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those participating merchants seeking your account information after you have requested they process a recurring payment or payments. Not

all merchants participate in automatic updates. Updates are not guaranteed before the next billing cycle. If at any time you wish to opt-out of the VAU service or if you have any questions, please call the Toll Free Number on the back of your card.

- 3.2 **ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for balance inquiry even if you do not complete a Transaction). ATM surcharge fees may be reimbursed on specific account types. Please refer to your Fidelity account Customer Agreement for the terms surrounding reimbursement of fees
- 3.3 **Cancellation of Card.** The Card may be canceled by any of us at any time without prior notice and will remain the property of Bank. Without limiting the foregoing, your Card will be canceled effective with the closing of your Account.
- 3.4 **Restrictions.**
- 3.4.1 **Purchasing Securities:** You may not use your Card to purchase securities.
- 3.4.2 **Non-licensed Internet Gambling:** You may not use your Card for non-licensed internet gambling.
- 3.4.3 **Illegal Activities:** Use of your Card for illegal activities is prohibited.
4. **Electronic Funds Transfers — Additional Terms and Conditions.** These additional terms and conditions apply only to the extent that Regulation E requires.
- 4.1 **Limits on Dollar Amount and Frequency of Transactions.** Your Card can be used for different types of Transactions, including Purchases, ATM Withdrawals, Cash Advances and Cash Transfers. There are daily limits on the amount and frequency of these Transactions both individually and in the aggregate. These limits could vary depending on the type of card account you have and your relationship with Fidelity and are always subject to the amount of funds available to withdraw in your Account. In addition to our limits, the ATM you use may have limits on the amount of cash that can be received at that machine.
- 4.1.1 **Core Brokerage Customers.** Generally speaking, each Banking Day Purchases are limited to ten thousand dollars (\$10,000) or fifteen (15) transactions, ATM Withdrawals are limited to five hundred and twenty dollars (\$520) or six (6) transactions, Cash Advances are limited to two thousand five hundred dollars (\$2,500) or four (4) transactions and Cash Transfers are limited to two thousand five hundred dollars (\$2,500) or four (4) transactions. In addition, there is an aggregate limit of fifteen thousand five hundred dollars (\$15,500) each Banking Day.
- 4.1.2 **Higher Net Worth Investors.** Generally speaking, each Banking Day Purchases are limited to twenty thousand dollars (\$20,000) or twenty-five (25) transactions, ATM Withdrawals are limited to one thousand five hundred and thirty dollars (\$1,530) or eight (8) transactions, Cash Advances are limited to five thousand dollars (\$5,000) or four (4) transactions and Cash Transfers are limited to two thousand five hundred dollars (\$2,500) or four (4) transactions. In addition, there is an aggregate limit of twenty-eight thousand five hundred dollars (\$28,500) each Banking Day. You can access the daily limits associated with your Card on Fidelitydebitcard.com, or by calling the toll-free number on the back of your Card.
- 4.1.3 **Young Investors.** Generally speaking, each Banking Day Purchases are limited to seven hundred dollars (\$700) or fifteen (15) transactions, ATM Withdrawals are limited to two hundred and fifteen dollars (\$215) or six (6) transactions, and Cash Transfers are limited to five hundred dollars (\$500) or four (4) transactions. In addition, there is an aggregate limit of one thousand four hundred dollars (\$1,400) each Banking Day. Cash Advances are not permitted. You can access the daily limits associated with your Card on Fidelitydebitcard.com, or by calling the toll-free number on the back of your Card.
- 4.1.4 **General Conditions.** The preceding information is subject to change without notice to you. You may also be subject to different transaction limits than those specified above. You can access the daily limits associated with your Card on Fidelitydebitcard.com or by calling the toll-free number on the back of your Card.
- 4.2 **Retention of the Card.** Your Card may, but need not, be retained by any ATM, merchant or participating financial institution IF:
- the PIN is wrong after the maximum number of attempts (certain ATMs may limit you to three (3) or fewer attempts);
 - you exceed the limits on dollar amounts and/or frequency of Transactions;
 - your Card was reported lost or stolen;
 - your Account has been closed;
 - your Card expired or was replaced;
 - the machine is not operating properly; or
 - there are other legitimate business reasons.
- 4.3 **Card Transaction Receipts.** You can get a receipt at the time you make Transactions, except for Transactions you make by telephone, mail or via the internet. Receipts may not be provided for Purchases of fifteen dollars (\$15) or less, or for Transactions performed outside the United States. Card Transactions will also be reflected on your Account statement. See also, Loss, Theft or Unauthorized Transactions.
- Merchants generally maintain receipts of Transactions for twelve (12) months, which merchants are not required to provide unless requested in connection with fraud investigation or legal purposes. If you call Fidelity, we will attempt to obtain copies of drafts. If you request a copy of a

sales draft, your Account may be charged as described in Section 2.6, plus the amount of any third-party fees to obtain the sales draft.

4.4 Preauthorized Transactions.

4.4.1 Right to stop payment and procedure for doing so. If you have told us in advance to make payments out of your Account, you can stop any of these payments. Here's how: Call us at 1-800-323-5353, or write us at: BNY Mellon Investment Servicing Trust Company, 301 Bellevue Parkway, 2nd Floor, Wilmington, DE 19809 in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. (We may charge you fifteen dollars (\$15.00) for each stop payment order.)

4.4.1.1 *Notice of varying amounts.* If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

4.4.1.2 *Notice of date change.* If the person you are going to pay changes the scheduled due date of preauthorized payment, that person should provide you at least seven (7) calendar days' notice.

4.4.1.3 *Liability for failure to stop payment of preauthorized transfer.* If you order us to stop one (1) of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

4.5 **Loss, Theft or Unauthorized Transactions.** You must tell BNY Mellon AT ONCE if you believe your Card has been lost or stolen or if you believe an unauthorized person may know your PIN. Telephoning is the best way of keeping your possible losses down. You could lose all the funds in your Account (plus your maximum overdraft line of credit). If you tell BNY Mellon within two (2) Business Days after you learn of the loss or theft of a Card or PIN, you can lose no more than fifty dollars (\$50.00) if someone used your Card or PIN without your permission.

TO PROTECT YOUR ACCOUNT AND LIMIT YOUR LIABILITY, WE RECOMMEND THAT YOU:

- DO NOT PROVIDE ANYONE WITH YOUR PIN;
- DO NOT WRITE YOUR PIN ON THE CARD;
- DO NOT CARRY YOUR PIN IN YOUR WALLET WITH THE CARD; AND
- DO NOT TELL ANYONE YOUR PIN, EVEN SOMEONE FROM BNY MELLON, BANK OR FIDELITY.

4.6 For Your Protection — Notify BNY Mellon Promptly.

4.6.1 If you do NOT tell BNY Mellon within two (2) Business Days after you learn of the loss or theft of your Card or PIN, and BNY Mellon can prove it could have stopped someone from using your Card or PIN without your permission if you had told them, you could lose as much as five hundred dollars (\$500). In all other cases, you could lose all of the funds and other assets in your Account.

4.6.2 If your Account statement shows Transactions that you did not make, tell BNY Mellon at once. Similarly, tell BNY Mellon immediately if you think your Account statement or Transaction record is wrong or if you need more information about your Transaction listed on the Account statement or Transaction record. If you do not tell us within sixty (60) calendar days after the Account statement was FIRST mailed to you, you may not get any money you lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. *If a good reason (such as a hospital stay) kept you from telling us, we will extend the time period.*

4.6.3 If you tell BNY Mellon orally, we may require you to send BNY Mellon your complaint or question in writing within ten (10) Business Days. BNY Mellon will need the following information:

- Your name, your Account number, your address, and the date of the Transaction;
- A description of the error or Transaction in question, explaining as clearly as possible why you believe it is an error or why you need more information;
- The dollar amount of the Transaction and, if different, the amount of the suspected error.

4.6.4 **Timing of Error Resolution Process.** Except as otherwise stated in this Agreement, we will determine whether an error occurred 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) calendar days to investigate your complaint or question. In this event, we will generally re-credit your Account within ten (10) Business Days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. However, margin Accounts need not be re-credited during 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 need not re-credit your Account or we may reverse any credit previously made to your Account.

4.6.4.1 **Foreign Transactions.** For Transactions initiated outside the United States, the applicable time period for investigations shall be ninety (90) calendar days in place of forty-five (45) calendar days.

4.6.4.2 **Point-of-Sale Transactions.** For point-of-sale Transactions (for example, Purchases at a merchant and Cash Advances) the applicable time period for investigations shall be ninety (90) calendar days in place of forty-five (45) calendar days.

4.6.4.3 **New Accounts.** For Accounts that have been open for thirty (30) calendar days or less, the applicable time periods for action

stated in Section 4.6.4 shall be twenty (20) Business Days in place of ten (10) Business Days and ninety (90) calendar days in place of forty five (45) calendar days.

- 4.6.4.4 **Informing You of the Results.** In any case, we will tell you the results within three (3) Business Days after we complete our investigation. If we decide that there was no error, we will reverse the applicable credit and send you a written explanation. You may ask us for copies of the documents that we used in our investigation.

4.7 **Our Liability for Failure to Complete Transactions.** If we do not complete an Electronic Funds Transfer to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. None of us will be liable IF:

- through no fault of ours, you do not have a sufficient Available to Withdraw balance to make the Transaction;
- any ATM, other device, Card or computer system was not working properly and you knew about the breakdown when you started the Transaction;
- the ATM or other device you are using for the Transaction was unable to process the Transaction;
- your Account is frozen or otherwise restricted (for example, because of a court order or other similar reason) and we are not permitted to make the Transaction;
- circumstances beyond our control (such as fire or flood) prevent the Transaction, despite the reasonable precautions that we have taken;
- you have failed to enter your correct PIN after the maximum number of attempts permitted;
- you failed to use the ATM, other device, Card or computer system in accordance with instructions;
- we have limited or refused to complete Card Transactions for security reasons; or
- we have reason to believe that the requested Transaction is unauthorized.

There may be additional exceptions stated elsewhere in this Agreement or otherwise notified to you by us or in your other agreements with Fidelity. None of us will be responsible for any person's actions in refusing to honor or accept your Card or in taking possession of your Card. In any case, we will be liable only for actual proven damages if the failure to make the Transaction resulted from a bona fide error by us despite our procedures to avoid such errors.

5. **Confidentiality.** You give us permission to share information with each other (Fidelity, BNY Mellon and Bank). Under normal circumstances, we will not reveal any information about your Accounts to third parties. We will not reveal any information to third parties about your Account and your Transactions EXCEPT: (1) you hereby authorize us to share information concerning your Transactions with each other (Fidelity, BNY Mellon and Bank); or (2) where it is necessary for completing your Transactions or providing you other services; or (3) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or (4) in order to comply with laws or with orders or subpoenas of government agencies or courts; or (5) if you give us written permission; or (6) to other persons and entities in order to resolve disputes arising from Transactions; or (7) in the circumstances contemplated by Fidelity's Privacy Policy, as furnished to you separately and updated or amended from time to time by Fidelity.

6. **Text Messaging Services.** If you provide Fidelity or BNY Mellon with your mobile phone number, you agree that we may call or text you at that mobile number for the purposes of servicing of your account(s), or investigating and seeking to prevent fraud. In particular, you consent to receiving telephone calls from us that may utilize an autodialer, and you consent to receiving text messages from us. We will not use autodialed calls or texts to contact you for marketing purposes unless we have received your prior express written consent. You do not have to agree to receive autodialed calls or texts to your mobile phone number to use the products and services made available by Fidelity or BNY Mellon. You can decline to received autodialed calls and texts to your mobile phone by contacting us at 1-800-323-5353.

If you use text messaging services made available by Fidelity or BNY Mellon, you hereby agree not to transmit or disseminate any of the following:

- junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material;
- material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers;
- material or data that is illegal, harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Fidelity, BNY Mellon or any third-party service provider involved in the provision of the SMS Messaging Services;
- material or data (other than material or data which is relevant information in connection with a legal debit card transaction) that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier;
- viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;

- material or information that is false, misleading, or inaccurate;
- material that would expose Fidelity, BNY Mellon or any third-party service provider involved in the provision of the SMS Messaging Services, or any other third party to liability;
- any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fidelity, BNY Mellon or any third-party service provider involved in the provision of the SMS Messaging Services or any third party; and/or
- any additional or supplementary content we may identify to you from time to time as being prohibited content.

7. Joint Accounts.

- 7.1 If this is a joint Account, unless you notify Fidelity otherwise and provide such documentation as Fidelity requires, your Account shall be held by you jointly with rights of survivorship. Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. We shall be fully protected in acting upon the instructions of either of you, in sending confirmation advice, notices or other communications to either of you, or in otherwise dealing with either of you. Each of you shall be liable, jointly and individually, for any amounts due to us pursuant to this Agreement, whether incurred by either or both of you.
- 7.2 If “you” shall consist of more than one individual, the obligations of all such persons under this Agreement shall be joint and several. Each joint Account holder (Account holder) has authority, acting individually and without notice to the other Account holder, to deal with us as fully and completely as if the Account holder is the sole Account holder. We are authorized to follow the instructions of any joint Account holder. We are not responsible for determining the purpose or propriety of an instruction we receive from any Account holder or for the disposition of payments or deliveries among joint Account holders. Any notice we send to one Account holder will be deemed notice to all Account holders.
- 7.3 **Disputes Involving Your Account.** To the fullest extent permitted by law, you agree to be liable to us for any loss, costs, or expenses, including reasonable attorneys’ fees that we may incur as a result of any dispute involving your Account. To the fullest extent permitted by law, you authorize us to deduct any such loss, costs or expenses from your Account without prior notice to you. This obligation includes disputes between you and us involving the Account and situations where we become involved in disputes between you and an authorized signor, another joint owner, or a third party claiming an interest in the Account. Also, it includes those situations where you, an authorized signor, another joint owner, or a third party take some action with respect to the Account which causes us to seek the advice of counsel, even though we do not actually become involved in the dispute.

8. Miscellaneous.

- 8.1 **Scope and Transferability.** This Agreement shall cover all aspects of the Card services associated with your Account described herein and shall inure to the benefit of our successors whether by merger, consolidation, or otherwise, and assigns, and we may transfer your Account to our respective successors and assigns, and this Agreement shall be binding upon your heirs, executors, administrators, successors and assigns.
- 8.2 **Extraordinary Events.** To the fullest extent allowable under law, we are not responsible and you agree not to hold us liable for losses caused directly or indirectly by conditions beyond our control, including, but not limited to: war, natural disaster, terrorism, government restriction, exchange or market rulings, strikes, interruptions of communications or data processing services, news or analysts’ reports, market volatility or disruptions in orderly trading on any exchange or market.
- 8.3 **Nature of Obligations.** The obligations of Fidelity, BNY Mellon and Bank are set forth in this Agreement. None of us is liable for the obligations of the others.
- 8.4 **Waiver, Assignment and Notices.** Neither our failure to insist at any time upon strict compliance with this Agreement or with any of the terms hereof nor any continued course of such conduct on our part shall constitute or be considered a waiver by us of any of our rights or privileges hereunder. Any assignment of your rights and obligations hereunder or your interest in any property held by or through Fidelity without obtaining the prior written consent of an authorized representative of Fidelity shall be null and void. Notices and other communications (including, without limitation, margin calls) delivered, faxed, sent by express delivery service or mailed to the address provided by you shall, until we have received notice in writing of a different address, be deemed to have been personally delivered to you. BNY Mellon may assign this Agreement and its rights and obligations hereunder at any time to an affiliate (i.e., an entity, which controls, is controlled by or is under common control with BNY Mellon) without prior notice.
- 8.5 **Severability.** If and to the extent any term or provision herein is or should become invalid or unenforceable, then (i) the remaining terms and provisions hereof shall be unimpaired and remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.
- 8.6 **Headings.** The headings of the provisions hereof are for ease of reference only and shall not affect the interpretation or application of this Agreement or in any way modify or qualify any of the rights or obligations provided for hereunder.
- 8.7 **Recording Conversations and Monitoring Electronic Communications.** For our mutual protection, you understand, agree, and expressly

consent to our electronic recordation of any of your telephone conversations with us and to our monitoring of your electronic communications with us, including but not limited to e-mail and facsimile transmission.

- 8.8 **Termination of Account/Agreement.** Fidelity, BNY Mellon, Bank, or you may terminate this Agreement, including the use of Cards or other Services, if applicable, at any time. You shall remain responsible for authorized charges that arise before or after termination. In the event of termination for whatever reason, you shall promptly destroy all Cards. Failure to do so may result in a delay in our complying with your instructions regarding the disposition of assets.
- 8.9 **Representations and Amendments.** You agree that we shall have the right to amend this Agreement at any time by sending notice of the amendment to you. An amendment shall be effective as of the date we establish. If we make any changes to this Agreement that will affect you adversely (by increasing costs or liability to you, or limiting access to your Account), we will notify you prior to the change as required by law. The change will automatically become effective unless, prior to the effective date, you notify us of your intention to terminate your Card privileges. We reserve the right to make emergency changes for security reasons, without prior written notice to you. You understand additional restrictions may apply to the Services and additional documentation may be required by applicable law or our policies and procedures. You agree to promptly comply with any such restrictions and requests for additional documents.
- 8.10 **Accounts Which are Not Consumer Accounts.** If the Accountholder is not a natural person (for example, a corporation, trust, or other business entity), we are not required to respond to your questions about Transactions within the time periods specified above and the limitations on your liability for Unauthorized Transactions described above do not apply.
- 8.11 **Non-Personal Accounts.** The parameters surrounding liability, confidentiality, and documentation requirements outlined above do not apply to any Accounts established primarily for non-personal purposes.
- 8.12 **GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and the United States of America, as amended.**
- 8.13 **Priority of Agreements.** In the event of any conflict between this Agreement and any other agreement you have with Fidelity, including the Fidelity Brokerage Account Agreement, this Agreement will control.
- 8.14 **Client Information.** You agree to provide to us information that any of us is required by law or regulation to obtain from you.

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