

Overview and Consent

I understand that this Agreement between me and Fidelity (Fidelity refers to Fidelity Brokerage Services LLC, Fidelity Distributors Corporation and National Financial Services LLC, as the context may require) states the terms and conditions of my use of Fidelity's alert service ("the Service"). The Service may be marketed under various brand names including, without limitation, 'Fidelity Alerts'.

I agree to use the Service only in accordance with this Agreement. If I do not agree with the terms of the User Agreement, I understand I may not use the Service.

In offering the Service, Fidelity is making available to me a service that allows me to request to receive from Fidelity proprietary and third party information regarding individual securities, the financial markets, Fidelity's products and services, my eligible Fidelity accounts, securities held therein, and other information via wireless communication devices, email, facsimile, or other electronic means (collectively, "Access Devices") as Fidelity may elect. Fidelity may also provide certain Account Alerts automatically to me if I have provided Fidelity with a valid email address. I understand that if I do not wish to receive any of these Alerts, I can terminate or modify my subscription at any time at by visiting the [Alerts at Fidelity page](#).

I recognize that my use of the Service may involve the transmission to me of information that may be considered personal financial information, including but not limited to the identity and/or number of shares of companies that I trade or hold in my eligible accounts and balances of such accounts. I acknowledge that Fidelity cannot assure the security or privacy of electronic transmission of such information. Accordingly, I must assess whether my use of the Service is adequately secure to meet my particular needs. By using the Service, I consent to the transmission by electronic means of such personal financial information.

Additional Terms and Relationship to Other Agreements

I understand the Service may provide access to 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.

I understand that all the terms and conditions which govern the account(s) at Fidelity which I access via the Service (including without limitation, the Fidelity Brokerage Customer Agreement, Margin Agreement, Options Agreement, Fidelity Brokerage Retirement Account Customer Agreement, and/or applicable mutual fund prospectus(es)) are incorporated herein by reference.

Source and Ownership

I agree that the Service is the proprietary property of Fidelity and/or third parties from which Fidelity has obtained rights to provide access to Fidelity's customers. Information available through the Service is the property of Fidelity, various independent data providers ("Providers") or applicable licensors and is protected by applicable copyright law.

Limitations on Scope of Use

I agree to use the Service solely for my personal, non-commercial purposes. I agree to keep confidential and not re-disseminate any information obtained through the Service in any manner to any third parties without the express written consent of Fidelity, the Providers or applicable licensors.

I understand that during periods of heavy trading or volatility, any information provided as "real time" may not reflect current market conditions. In addition, when quotes are rapidly changing, each quote update may not be reported to me.

I represent and agree that the following statements are and will continue to be true for so long as I have access to the Service: (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 you if I intend to do so and to pay any additional charges in connection therewith; and (b) I will not use the Service in conjunction with any business as a broker-dealer, investment advisor, futures commission merchant, commodities introducing broker, or 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.

Limitations on Purpose of Information

The Service is provided for informational and/or educational purposes and is not intended to provide tax, legal or investment 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 any requests by me for information through the Service is unsolicited. To the extent that any of the information available through the Service constitutes investment advice by its respective owner, 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 Service in making my investment decisions.

Eligibility and Applicable Fees

I understand that the Service is intended to be made available only to persons in the United States . In addition, Fidelity may limit access to the Service 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 Service 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 Service.

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 Service by me or any other person through use of my security codes, Access Devices, or otherwise, if any. I understand that the rates, fees, billing and terms governing services provided by Access Device vendors or Providers may be determined solely by such third party. I understand and acknowledge that Fidelity is not delivering telecommunication, Internet, paging services or any other means of electronic access and that I am responsible for maintaining appropriate contracts with third parties to obtain such services. I agree to obtain access to and be solely liable for all payments related to all equipment and Access Devices necessary to access the Service. I further understand that my ability to make use of the Service may be limited by technical or other limitations present in the equipment and Access Devices I use to access the Service.

Charts, News & Research

Price charts, news headlines and stories, and research (collectively, "Third Party Content") are available through certain Access Devices and are provided by various third party providers that are not affiliated with Fidelity ("Data Providers").

I understand my use of Third Party Content is subject to all the terms and conditions of this Agreement and is also subject to the [Terms of Use for Third Party Content and Research](#). I understand that the Data Providers, reports and tools available through the Service are subject to change at any time and from time to time without prior notice to me.

Security and Privacy

I shall be responsible for the confidentiality and use of my Personal Identification Number ("PIN") and other security data, and for the physical security of my Access Devices. 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 I am solely responsible for minimizing security risks, for example, by logging out of the Service or by keeping my Access Devices under my physical control.

I understand to use the Service, I must enter certain information through Fidelity's Internet site or through 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. I understand Fidelity's use of this and any other information I enter through the Service or otherwise provide to Fidelity is subject to Fidelity Investments Privacy Policies.

Error Notification

I understand that I use the Service at my sole risk and responsibility and that I must notify Fidelity of the existence of certain circumstances relating to my use of the Service. Specifically, I agree that any information furnished to me by use of the Service shall be subject to the following terms and conditions:

- (a) If I have received confirmation of an order that I did not place or any similar conflicting report, I shall immediately notify Fidelity.

- (b) If there is a discrepancy in the account balance, security positions or order status reported to me by Fidelity I shall immediately notify Fidelity.
- (c) If there is any other type of discrepancy or suspicious or unexplained occurrence relating to the Service or my account I shall immediately notify Fidelity.
- (d) All notifications to Fidelity pertaining to this Agreement shall be directed to:

Fidelity Investments
Priority Services Retail Correspondence T2J
PO Box 500
Merrimack , NH 03054 -9894

or by calling 1-800-544-6666

If I fail to notify Fidelity when any of the above conditions occur, 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 information. Notwithstanding my notification to Fidelity, Fidelity shall not be liable for any Losses (as defined in Section 10) related to the Service except as expressly set forth in this Agreement. I accept full responsibility for the monitoring of my account.

Market Data

I understand that each participating national securities exchange or association ("Exchange") asserts a proprietary interest in all of the market data (including without limitation real-time quotes) it furnishes to the parties that disseminate the data. I also understand that neither Fidelity nor any Exchange or Provider guarantees the timeliness, sequence, accuracy, or completeness of market data or any other market information, or messages disseminated by any party. Fidelity shall not be liable in any way, and I agree to indemnify and hold harmless Fidelity from and against any and all claims, demands, actions, losses, damages, liability, or costs, charges, counsel fees, and expenses of any nature ("Losses") arising from or occasioned by (a) any inaccuracy, error, or delay in, or omission of, (i) any such data, information, or message 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., flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, 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 Exchange providing market data to me.

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

Warranties; Indemnification

While all information accessible through the Service 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 through the Service and that Fidelity does not make any warranty concerning such information. I understand that there may be delays with or interruptions or failures of the Service and I agree to accept the risk and responsibility associated with such delays, interruptions and failures. I understand that the Service availability and response time may be subject to market and other conditions. I agree that neither Fidelity nor any third party working with Fidelity to provide services hereunder shall be responsible for any damages caused by telecommunications network, encryption or communications line failure, unauthorized access, theft, systems failure, systems delays and other occurrences. To the extent that any Service uses 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. Fidelity shall not be responsible for, and makes no warranties regarding, the access, speed or availability of such services.

I expressly acknowledge and agree that the use and storage of any information, including without limitation, portfolio information, transaction activity, account balances, and any other information or orders available through use of the Service is at my sole risk and responsibility.

NEITHER FIDELITY NOR ANY PROVIDER MAKE ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT

OF ONLINE SERVICES OR ANY INFORMATION, PROGRAMS OR PRODUCTS OBTAINED FROM, THROUGH, OR IN CONNECTION WITH THE SERVICE. THE SERVICE MAY CONTAIN TECHNICAL AND OTHER ERRORS AND LIMITATIONS AND IS 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 SERVICE AND ALL INFORMATION MADE AVAILABLE THROUGH THE SERVICE. THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SERVICE, INCLUDING THE RECEIPT OF QUOTES 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 OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SERVICE 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 SERVICE, 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 any and all claims, demands, actions, losses, damages, liability, or costs, charges, counsel fees, and expenses of any nature ("Losses") arising from my use of any aspect of the Service over which Fidelity does not exercise exclusive control, violation of this Agreement, or violation of any third party's rights, including but not limited to copyright, proprietary and privacy rights. This indemnification and hold-harmless obligation will survive the termination of the Agreement.

Modification and Termination

I agree that Fidelity may discontinue the Service in whole or in part, at any time, and that Fidelity may modify, change, or limit the terms of this Agreement, in whole or in part, at any time and from time to time. I agree that Fidelity may immediately terminate my access to the Service if I breach this Agreement, if I have jeopardized the proper and efficient operation of the service or related electronic products, services or systems, if I cease being present in the U.S., or if I no longer meet Fidelity's Eligibility Criteria. Any unauthorized use of the Service, whatsoever, shall result in automatic termination of this Agreement.

Governing Law

This Agreement will be construed under the laws of Massachusetts, except with respect to conflicts of law. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements. If any provision shall be deemed unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect. Fidelity may send notices by U.S. mail, via electronic broadcasts through the Service, or through other means, to inform me of changes to the Service or this Agreement.

Mobile Alerts

For help, text "HELP" to 468378. For account specific inquiries please log in at Fidelity.com and select the Send an E-Mail link on the Customer Service page. For general inquiries you can also email us at Fidelity.Investments@Fidelity.com.

To cancel your plan, send the text "STOP" to 468378 at anytime.

In case of questions please contact customer service at 1-800-544-6666.

Message frequency depends on account settings.

Our service is available on most carriers including AT&T, Verizon Wireless, Sprint, T-Mobile®, U.S. Cellular®, Nextel, Boost, Virgin.

Message and Data rates may apply.