

The Fidelity Greenline Forum Member Agreement/Terms and Conditions

You must agree to the following terms and conditions of use (“Terms and Conditions”) before you access, use or participate in *The Fidelity Greenline Forum*. Your use of *The Fidelity Greenline Forum* web site (“Web Site”) provided by Fidelity Brokerage Services LLC (which together with its affiliates, subsidiaries, agents, independent contractors, designees and assignees shall be referred to collectively as “Fidelity”) constitutes your agreement with Fidelity to be bound by, and to act in accordance with, these Terms and Conditions.

Notification of Changes

Fidelity may change or revise these Terms and Conditions from time to time by updating this posting. Please visit the Terms and Conditions area each time you visit the Web Site to keep up to date with the current terms regarding your use of the Web Site. Your use of the Web Site reaffirms your continuing agreement to the then-current Terms and Conditions. Any future changes to these terms and conditions will be posted on the Web Site.

Confidentiality

Your community member name and password are for your use only; you may not disclose your password to any other person.

Unless specifically told otherwise by Fidelity, you will keep confidential all information that Fidelity, other community members, and you share with the community. You will not post or link to content that could be considered confidential, personal or proprietary information, trade secrets or inside information of a third-party. You will not promote, discuss or respond to any media inquiry regarding participation in the Web Site without the express permission of Fidelity.

You will not mention identifiable information about a Fidelity representative or branch specifically. You understand that you can do so in general terms but not in any way that could identify the branch or representative involved.

Your Privacy

You agree never to post personal, account or transaction information anywhere on the Web Site. For customer service and trading you will visit Fidelity.com or call 1-800-Fidelity. You understand that any communications on the Web Site, including but not

limited to, discussions, comments and replies, may be viewed by third-parties, including other participants in the Web Site.

To the extent that you provide Fidelity with any of your personally identifiable information, Fidelity will only use such information in accordance with the privacy policy of Fidelity, a copy of which is available at <http://personal.fidelity.com/accounts/services/findanswer/content/privacy.shtml.cvsr>

Any information you submit may be directed to a third party site administered and hosted by a third party vendor retained by Fidelity. The third party vendor will have the right to use any personally identifiable information that you provide as necessary to fulfill its services to Fidelity.

Code of Conduct

You agree not to upload, post or transmit to, or distribute or otherwise publish through the Web Site any materials which (i) restrict or inhibit any other user from using the Web Site, (ii) contain a virus, spyware or other harmful component, (iii) violate any laws or violate or infringe any legal or contractual rights of third parties (including copyright, trademark, rights of privacy or publicity or any other proprietary right), (iv) are not appropriate or pertinent to the purpose of the Web Site, or (v) are libelous, defamatory or offensive.

You agree to abide by these rules of conduct:

- You understand that the Web Site is for your personal, non-commercial use, and you will not post or send unsolicited commercial or business information or messages (for example, SPAM communications), nor will you advertise or offer to sell any goods or services, promote any surveys, contests, sweepstakes or chain letters. You will not permit others who are not members of the community to access it.
- You will not use behavior that does not support a safe and comfortable environment for all members, or to engage in any proselytizing or commercial activity.
- You will not use language which: (i) violates or infringes in any way on the rights of others, (ii) is threatening, abusive, defamatory, vulgar, obscene, profane, indecent or otherwise objectionable, (iii) suggests or encourages conduct which is a state or federal offense or gives rise to civil liability or otherwise violates any state or federal law, (iv) is invasive of privacy or publicity rights, or (v) in Fidelity's opinion restricts, taints or inhibits others from enjoying or using the Web Site.
- You will not discuss, promote or endorse any specific securities, attempt to manipulate the securities markets or post any non-public or "inside" information. You acknowledge that the Web Site is not a place to tout or hype stocks. You understand that you should not trade or make investment decisions based upon information that you receive through the Web Site.
- You agree to the following:
 - o Individual securities. You will not provide predictions or discussions of future or current performance of an individual security; you will not reference or discuss securities currently held by any participant; you may not discuss intentions by any participant to purchase or sell a particular security; you may not make positive or negative statements about an individual security. You may not mention anything about any security that is or could ever be considered to be "inside information".
 - o Economic/market trends: You may not provide predictions on economic or market trends, interest rates or future earnings or prices of companies.

- You will not solicit for employment (as applicant or employer).
- You agree to receive emails from the community regarding community activities.
- You understand that Fidelity does not endorse the information posted in the community.

Intellectual Property/Ownership

You hereby irrevocably assign to Fidelity all rights in any ideas or expressions of ideas that you submit through the Web Site. All comments, suggestions, graphics, ideas (including product and advertising ideas), and other information or materials you submit to Fidelity through the Web Site become and remain the exclusive property of Fidelity, including any future rights associated with such submissions, even if these Terms and Conditions are later modified or terminated. This means that you disclaim any proprietary rights in such submissions, and you acknowledge Fidelity's unrestricted right to use them (or materials or ideas similar to them) in any medium, now and in the future, without notice, compensation or other obligation to you or any other person or entity. It also means that Fidelity has no obligation to keep your submissions confidential.

Fidelity has the right to use in any manner, within the Web Site or elsewhere, your name, likeness, voice, biographical material, and other information concerning you that you provide to the Web Site, in connection with any content you provide to the Web Site. You agree that any information you provide about yourself in connection with your submissions may be used to identify you as the originator of such submission.

You acknowledge that any ideas or suggestions that you submit, to the best of your knowledge, do not utilize proprietary, confidential or inside information belonging to any other person or entity, and are not subject to any third party agreements, nor will Fidelity be required to pay or incur any sums to any person or entity as a result of Fidelity's use of them.

You will not post or link to any material owned by a third party without the express permission of the owner of the content.

Copyright and Trademarks

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If you believe that your work has been copied in a way that constitutes copyright infringement, you can provide Fidelity with the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
- A description of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are the subject of a single notice, a representative list of such works;
- An identification of the allegedly infringing material, and a description of where that material is located on the Web Site;
- Your address, telephone number, and email address;
- A statement by you that you 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; and
- A statement by you, made under penalty of perjury, that the information you provide in your notice is accurate and that you are the owner of the allegedly infringed copyright, or that you are authorized to act on behalf of the copyright owner.

Fidelity's Agent for Notice of claims of copyright infringement can be reached by mail: Tanya Courcey, Fidelity Investments, 245 Summer Street, ZW9A, Boston, MA 02110; by phone: 617-563-9840; or by email: CopyrightClaim@fmr.com.

Membership

Your membership in and access to *The Fidelity Greenline Forum* is limited, personal, non-transferable, and strictly at the discretion of Fidelity and may be revoked at any time without cause and without notice. You hereby release Fidelity from any and all liability that may arise in connection with your use of *The Fidelity Greenline Forum*.

You understand that a change in your status or employment might make you ineligible to participate in the community. These changes include but are not limited to becoming a broker-dealer, a regulator, a Section 16/Control Person, a Fidelity employee (unless specifically allowed), a family member of a Fidelity employee or living outside the United States. You agree that you will notify Fidelity, as reasonably soon as possible, of any changes to your status or employment.

Warranty

Fidelity does not warrant the accuracy or reliability or any other aspect of any posting, submission or other information distributed through *The Fidelity Greenline Forum*, and reserves the right to remove any content from the Web Site. Your use of the Web Site is at your sole risk, and the Web Site is provided on an “as is” and “when available” basis.

Fidelity and/or its agencies endeavor to maintain this Web Site and its operation, but are not, and cannot be, responsible for any defects that may exist in the Web Site or its operation. AS TO THE OPERATION OF THE WEB SITE, FIDELITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Fidelity makes no warranty that (i) the operation of the Web Site will meet the user's requirements; (ii) access to the Web Site will be uninterrupted, timely, secure, free of viruses, worms, trojan horses or other harmful components, or free of defects or errors; (iii) the results that may be obtained from the use of the Web Site will be accurate or reliable; or (iv) defects will be corrected. You (and not Fidelity) assume the entire cost of all servicing, repair, or correction that may be necessary for your computer equipment and software as a result of any viruses, errors or any other problems whatsoever you may have as a result of visiting this Web Site.

Submissions

Any content that you submit to Fidelity may or may not be published or used by Fidelity. Fidelity does not guarantee that you will have any recourse through Fidelity to edit or delete any content you have submitted. Fidelity may also need to provide disclosures with respect to any content submitted and published by Fidelity. Fidelity reserves the right to remove or to refuse to post any submission for any reason. You acknowledge that you are responsible for the contents of your submission, not Fidelity.

Limitation of Liability

Under no circumstances shall Fidelity and/or its affiliates be liable for any damages or injury, including any direct, special, incidental, consequential, punitive or other damages, that may result from the use of, or the inability to use, the Web Site or any materials in this site, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of the website or information available in the Web Site. Fidelity shall not be liable even if Fidelity has been advised of the possibility of such damages.

Indemnification

You agree to indemnify and hold Fidelity and its affiliated entities and their respective officers, directors, agents, subsidiaries, employees and third-party service providers, harmless from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, including reasonable attorneys' fees, arising out of your

participation on the Web Site, breach of any of the terms or conditions of this Agreement, or your violation of any law or the rights of a third party.

Jurisdiction

These Terms and Conditions and any disputes arising under or related to these Terms and Conditions (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the Commonwealth of Massachusetts, without reference to its conflicts of law principles. You agree to submit to jurisdiction in Massachusetts and further agree that any cause of action arising under this Agreement will be brought in a court in Boston, Suffolk County, Massachusetts, and you hereby accept and submit to the personal jurisdiction of these courts with respect to any legal actions, suits or proceedings arising out of these Terms and Conditions. You also waive to the fullest extent permitted by law any right to a trial by jury in any action, suit or proceeding brought to enforce, defend or interpret any right or remedies under, or arising in connection with or relating to, these Terms and Conditions.

Severability, Waiver

In the event any provision of these Terms and Conditions, in whole or in part, is invalid, unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, such provision will be replaced, to the extent possible, with a provision which accomplishes the original business purposes of the provision in a valid and enforceable manner, and the remainder of these Terms and Conditions will remain unaffected and in full force. Fidelity's failure at any time to enforce any of the provisions of these Terms and Conditions shall not be deemed to be a waiver of such or any other provision hereof.

Successors and Assigns

These Terms and Conditions shall inure to the benefit of and be binding upon the parties and their respective permitted assigns.

Entire Understanding of Terms and Conditions

These Terms and Conditions constitute the entire agreement between you and Fidelity relating to the subject matter hereof and supercede all other such prior or contemporaneous oral and written agreements and understandings.

You accept these *The Fidelity Greenline Forum* Web Site Terms and Conditions. You understand you can freely discontinue your participation on the Web Site at any time by sending an email to support@fidelitygreenlineforum.com. Please [click here](#) should you wish to print a copy of these Terms and Conditions.

If you disagree with these Terms and Conditions, thanks for your interest and time, however, you have to accept Fidelity's Terms and Conditions to participate on *The*

Fidelity Greenline Forum Web Site. If you do not wish to agree and proceed, please [click here to return to the Fidelity.com Home Page](#).

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