

Terms & Conditions

By selecting "I Agree" on the previous page, you:

- Acknowledge that Fidelity Brokerage Services LLC ("FBS") will perform brokerage and administrative services. National Financial Services LLC ("NFS") will maintain the assets in a brokerage account and provide administrative services. Fidelity Personal Trust Company ("FPTC") will act as Custodian. FBS, NFS, and FPTC are together referred to herein as "Fidelity."
- Acknowledge that you have received, read, understood, and agree to the terms of the following important documents related to your account including the HSA Custodial Agreement ("Custodial Agreement"), Fidelity Brokerage HSA Customer Account Agreement ("Customer Agreement"), Brokerage Commission and Fee Schedule ("Schedule of Fees"), FDIC-Insured Deposit Sweep Disclosure, Program Bank list and Privacy Notice, Important Tax Information and other required documents, as amended from time-to-time (collectively the "HSA Documents").
- Acknowledge that uninvested money in your account is held in the Core Position indicated on this application ("Core Position") as further described in the Customer Agreement. If you reside outside the United States, your Core Position will be handled differently as further described in the Customer Agreement.
- Adopt the Fidelity HSA and appoint FPTC (or its successor or assign) as Custodian, and FBS and NFS to perform administrative services pursuant to the terms of the Custodial Agreement and Customer Agreement.
- Acknowledge that you agree to all terms and conditions on this application.
- Certify under penalties of perjury that the information you provided in this application is correct.
- Acknowledge that, contingent upon the proper completion, signature and delivery of this application, acceptance of your application will be indicated by a Letter of Acceptance signed by, or on behalf of, Fidelity or its agent.
- Acknowledge that, for any trades in your accounts that are required for purchasing other mutual fund(s) or to transfer to your Core Account, those trades may take place up to four days prior to a purchase order. Authorize Fidelity to disclose information to your employer for administrative or payroll purposes. Certify that you are establishing this HSA exclusively for the purpose of paying or reimbursing qualified medical expenses for you, your spouse, or your qualified dependents. Understand that a Fidelity HSA debit card will be issued in your name, and that PNC Bank, N.A., is the issuer of this Fidelity HSA debit card. You agree to the term and conditions set forth in the Fidelity HSA Card Agreement and Disclosure Statement (which will be provided when the card is issued), as it may be amended from time to time. PNC Bank, N.A., is not affiliated with Fidelity Investments.
- Represent that, unless this account is used solely to make transfers or rollover contributions, you are eligible to contribute to this HSA — specifically that you (1) are covered under a high-deductible health plan (HDHP), (2) are not covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage), (3) are not currently enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return.
- Acknowledge that you are solely responsible for maintaining your HSA account in accordance with Section 223 of the Internal Revenue Code and related IRS guidance. You understand that you are responsible for determining your eligibility, your contribution limits, and the tax consequences of any distributions. Further, you understand that you are responsible for maintaining sufficient records to support these determinations, as well as notifying Fidelity of any distributions necessary to correct excess contributions made to your account.
- Acknowledge that the use of HSA funds to pay for expenses other than qualified medical expenses must be included in your gross income for tax purposes and, if you are not disabled or over age 65, is subject to a 20% tax penalty. You understand that you are responsible for determining whether a particular medical expense is a qualified medical expense and that you must keep all receipts and records for tax purposes. For details on qualified medical expenses, please refer to IRS publications 969 and 502 or contact a tax professional.
- Acknowledge that payment to beneficiaries will be made according to the rules of succession described in the applicable Custodial and Customer Agreements.

- Affirm that you have received and read the Schedule of Fees, that you understand this schedule may change from time to time, and that you agree to be responsible for those fees and charges that apply to your account.
- Affirm that you are at least 18 years old and of full legal age to enter into the agreements associated with this application in your state of residence.
- Represent and warrant that, if you have not completed the section titled Associations, you are not associated with or employed by a stock exchange or a broker-dealer and that you are not a control person or associate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or a policy-making officer), or an immediate family or household member of such a person.
- **Understand that although FPTC is a bank, you recognize that any security (i.e., any mutual fund/money market fund, stock, bond, etc.) in which this HSA may be invested is not a bank deposit and is not backed or guaranteed by any bank or insured by the FDIC or any other government agency.**
- **Understand that you could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Fidelity Investments and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to money market funds and you should not expect that the sponsor will provide financial support to the fund at any time.**
- Fidelity's government and U.S. Treasury money market funds will not impose a fee upon the sale of your shares, nor temporarily suspend your ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors. Acknowledge that you have received the description of the Core Account in the Customer Agreement, including Fidelity's right to change the options available as core positions, and consent to having free credit balances held or invested in the Core Position.
- Consent to have only one copy of Fidelity mutual fund shareholder documents, such as prospectuses and shareholder reports ("Documents"), delivered to you and any other investors sharing your address. Your Documents will be householded indefinitely; however, you may revoke this consent at any time by contacting Fidelity at 800-343-3548 and you will begin receiving multiple copies within 30 days. As Documents for other investments become available in the future, these Documents may also be householded in accordance with this authorization or any notice or agreement you received or entered into with Fidelity or its service providers.
- Understand that, upon an issuer's request in accordance with applicable rules and regulations, Fidelity will supply your name to issuers of any securities held in your account so you might receive any important information regarding them, unless you notify Fidelity.
- Understand that it is your responsibility to read the prospectus for any security or mutual fund purchased for your account or into which your holdings are exchanged.
- Agree that Fidelity will not be liable for any loss, cost, or expense arising out of any account instructions, including debit or credit entries such as for contributions or distributions, provided that it institutes reasonable procedures to prevent unauthorized transactions.
- Consent to the recording of all telephone calls made in connection with your account.
- Agree that terms and conditions of this application and their enforcement are governed by the laws of the Commonwealth of Massachusetts, except for its conflict-of-law provisions.
- If you are not a U.S. person, you agree to submit an IRS Form W-8BEN to certify your foreign status and, if applicable, to claim tax treaty benefits.
- Agree to indemnify Fidelity (its agents, affiliates, successors, and employees) from any and all liability in the event that you fail to meet any IRS requirements concerning your HSA(s).