

Fidelity sites terms of use (including the online terms)

September 2020

Important notice: please do not proceed to the next pages on this website or in this application until you have read and understood these terms and agreed to be bound by them

This website and application are issued by Financial Administration Service Limited, which is authorised and regulated by the Financial Conduct Authority (FCA) (FCA Register number 122169) and registered in England and Wales under company number 1629709 whose registered address is Beech Gate, Millfield Lane, Lower Kingswood, Tadworth, Surrey, KT20 6RP

This website contains links to and from other Fidelity group company websites (in these terms, these websites and applications are collectively referred to as the 'Fidelity Sites'), including the Fidelity online services secure site, accessed by a personal identification requirement, such as a username and password or a fingerprint or a face ID login which provides access to your investments (the 'Secure Site') and information provided by other Fidelity group companies, as labelled. These group companies comprise:

- FIL Investment Services (UK) Limited authorised and regulated by the Financial Conduct Authority (FCA registered number 121939), and registered in England and Wales under company number 02016555 whose registered address is Beech Gate, Millfield Lane, Lower Kingswood, Tadworth, Surrey, KT20 6RP
- FIL Pensions Management authorised and regulated by the Financial Conduct Authority (FCA registered number 144345), and registered in England and Wales under company number 02015142 whose registered address is Beech Gate, Millfield Lane, Lower Kingswood, Tadworth, Surrey, KT20 6RP
- FIL Life Insurance Limited authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA/FCA registered number 186526) and registered in England and Wales under company number 3406905 whose registered address is Beech Gate, Millfield Lane, Lower Kingswood, Tadworth, Surrey, KT20 6RP
- FIL Retirement Services Limited is authorised and regulated by the Financial Conduct Authority (FCA registered number 464968) and registered in England and Wales under company number 06121251 with registered offices at Beech Gate, Millfield Lane, Lower Kingswood, Tadworth, Surrey, KT20 6RP.

The figures relating to assets under management contained on this site, reflect, unless specified otherwise the resources and assets of FIL Limited and its subsidiaries. Assets are those of FIL Limited.

The material on the Fidelity Sites is directed at persons in the UK and over 18 years of age only. It is not to be regarded as an offer to buy or sell, or the solicitation of any offer to buy or sell securities in any jurisdiction other than the UK. Persons resident in or citizens of territories other than the UK, may be subject to local restrictions and should consult their professional advisers.

The information provided via the Fidelity Sites is provided to you for your personal use as an investor and client or prospective client of Fidelity. Information contained on the Fidelity Sites may not be used by you acting in any other capacity or for commercial purposes without the written consent of Fidelity. Information on the Fidelity Sites is provided for general information use only. The Fidelity Sites do not provide personalised investment advice. Nothing contained on the Fidelity Sites should be construed as being personalised investment advice for your particular circumstances. Although we make reasonable efforts to update the information on the Fidelity Sites, we make no representations, warranties or guarantees, whether express or implied, that the content on the Fidelity Sites is accurate, complete or up to date. In view of this, Fidelity advises you verify the accuracy and completeness of any information before seeking to rely on such information.

We do not guarantee that the Fidelity Sites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Fidelity Sites for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. All use of the information by you must comply with such regulations, conditions or restrictions applicable to the area or territory in which you shall use the information herein. None of the information published or made available via the Fidelity Sites is intended to be published or made available in any jurisdiction where to do so would result in a breach of any applicable law or regulation.

Use of pop-up windows

Pop-up windows are used on the Fidelity Sites to display certain types of information. Fidelity will not be held liable for any loss incurred as a result of your inability to view information resulting from the use of pop up blockers. Please ensure that you have disabled pop-up blockers when using the Fidelity Sites.

Third party content and linking

From time to time Fidelity permits linking by other sites to any part of our websites. These third party sites that have linked to the Fidelity Sites, and the content contained therein has not been reviewed by us. Content provided by entities outside the Fidelity group may also appear on the Fidelity Sites or may be accessible via links from it ("Third Party Content"). Fidelity has not been involved in the preparation, adoption or editing of Third Party Content and do not explicitly or implicitly endorse or approve such content nor do they take responsibility for it. Your access and use of Third Party Content is at your own risk. Third Party Content is provided for informational purposes only and Fidelity shall not be liable for any loss or damage arising from your reliance upon such information. We have no responsibility for the authors or the content of other sites or pages linked or linking to the Fidelity Site and we accept no responsibility or liability for any losses or penalties whatsoever that may be incurred as a result of any linking to any location or any link sites. Nothing on this site should be taken to infer Fidelity is in partnership or joint venture with the operator of a linked site nor establish any relationship that would enable the operator of the third party site to enter into any commitments for or on behalf of the Fidelity.

Intellectual property rights

All intellectual property rights (including, without limitation, copyright, trademarks, database rights, patents and all similar rights) in the Fidelity Sites, including the Secure Site, and the information (including text, images and sound) contained in it are owned by Fidelity, its licensors or relevant third party content providers. You may use the information on this site and reproduce it in hardcopy for your personal reference only. The information may not otherwise be reproduced, distributed or transmitted to any other person or incorporated in any way in to another database, document or other material. Any copy of materials which you make from the site must retain all copyright or other proprietary notices and disclaimers contained therein. Nothing on the Fidelity Sites should be considered as granting any licence or right under any trade mark of Fidelity or any third party, nor should you attempt to use, copy adapt or attempt to register any similar trademarks to any trademarks or logos appearing on the website or in the information herein.



Online terms

Account Opening & Account Management terms & conditions

Important notice: please do not proceed to the next pages on this website or in this application until you have read and understood these terms and agreed to be bound by them.

Please read these terms and conditions ("Terms") carefully before proceeding to access the services described below.

If you are a new investor or an existing investor who has previously used a PIN to access the site you will be asked to create a password ("Password") or if you are using the Application with a compatible device, you will be able to set up access using your fingerprint ("Fingerprint") or face ID ("Face ID"). Your Password or Fingerprint or Face ID are together referred to as your "Personal Identification".

Your Personal Identification will give you access via the Internet to a database of client information ("Information") provided by Fidelity and, where applicable, enable you to place orders electronically ("Electronic Dealing Facility") (together or individually referred to as the "Service"). In using your Personal Identification you will be deemed to have read, understood and agreed to these Terms, which will form a binding agreement between you and Fidelity.

This document contains the terms and conditions on which FIL Investment Services (UK) Limited, FIL Investments International and Financial Administration Services Limited (a Fidelity Group company) (together "Fidelity") agree to: (i) your use of your Personal Identification;

(ii) your use of Fidelity information accessed by your using your Password; and (iii) your use of the Electronic Dealing Facility to place orders to buy, sell, redeem or switch certain shares or units ("Electronic Orders") by using your Personal Identification. If you do not understand any of the terms, or require a hard copy, please contact Fidelity on **0800 414161** for assistance.

In order to register for the Service you will need to provide your e-mail address and telephone number. Your e-mail and telephone number will be used by Fidelity purely for the following purposes: -

- (a) registration and password reminder;
- (b) communications concerning the operation of the website or application and the Service;
- (c) communicating to you in accordance with your existing preferences. Fidelity uses a security key, something that is similar to a cookie, when you register and log in using the application and website. It's designed to enhance the log in process, making it easier for you to log in and at the same time, provide an additional layer of protection. In order to achieve this it stores your Personal Identification but in an encrypted format. We won't be able to personally identify you with this information and we won't know what your password is but it will enable us to recognise that it's you when you log in from that same device. When you register and log in the Fidelity application, we will initially verify your email address and then automatically store the security key on your device the next time you log in, if you do not accept the security key in the first instance. This will help us identify you more easily when you next log in, and make your mobile login process easier for you. When you register and log in to **Fidelity.co.uk**, we ask your permission to store the security key on your web browser. It isn't mandatory, but accepting the security key will help us to identify you more easily when you next log in, and make your web login process easier for you. If you choose not to allow the security key, you will need to go through additional log in processes, including entering a one-time code, each and every time you log in to the web.

Provision of the service by Fidelity

Once you have accessed the Service using your Personal Identification, you will be deemed to have accepted these Terms and these Terms will form a legally binding agreement.

From that moment, you will then have the right to access the information and use the Electronic Dealing Facility in accordance with these Terms until your right to use the service is terminated.

Fidelity grants you the right to use the Service and your Personal Identification, solely for use in accordance with these Terms and any other instruction or direction for use supplied to you by Fidelity from time to time via the Service or otherwise. You agree to comply with these Terms and any such other instruction or direction.

Your right to use the Service is personal to you and you may not permit any other person to gain access to the Service using your Personal Identification.

Technological changes from time to time may make the equipment which you use to access the Service (the "Equipment") obsolete or otherwise unsuitable. You are solely responsible for providing, updating, or replacing any part of the Equipment and for any telecommunication and other related costs. Fidelity makes no warranty as to the suitability or otherwise of the Equipment, which is your responsibility alone. Fidelity reserves the right to change the Service at any time even if this causes you the need to update or replace the Equipment.

Security and personal data

You consent to the processing by Fidelity, by associated and affiliated companies and by any third parties involved in the provision to you of products or services of the personal data submitted by you through the Service and/or created in the course of your relationship with Fidelity and to the transmission of such personal data to such associated and affiliated companies and/or third parties for purposes connected with customer administration. You also consent generally to the use of your personal data in accordance with the privacy policy on the Fidelity Sites.

Subject to these Terms, your Personal Identification will enable you to access the Service and use the Electronic Dealing Facility. Remember: using your Personal Identification confirms that you accept these Terms and creates a legally binding agreement between you and Fidelity on these Terms.

At its sole discretion Fidelity may bar the use of your Personal Identification from time to time due to security or other concerns or for general administration purposes. Fidelity will inform you as soon as reasonably possible of such action. You may then create a new Password following the procedures advised by Fidelity.

You must take all reasonable steps to keep your Password secret. You must not write your Password on anything Fidelity sends you about your account or anything usually kept with them. If you do write your Password down anywhere, you must disguise it so that nobody will know it as your Password.

If you become aware of, or suspect any unlawful or unauthorised use of your Password you should bring this to Fidelity's attention by telephoning Fidelity on **0800 414161** as soon as possible and you may then create a new Password following the procedures advised by Fidelity.

Your instructions

You will be treated as authorising Fidelity to act on dealing instructions sent through the Electronic Dealing Facility without further written confirmation to Fidelity. Online instructions can only be given in English. Such instructions will be treated as your instructions if they were given using your Password and provided that Fidelity or its employees were not guilty of negligence, fraud or wilful default (and subject to the penultimate paragraph of the preceding section of these Terms). This authorisation remains in force until Fidelity receives notice from you of its termination (given in writing or by means of the Service). Such notice will not affect the completion of transactions already initiated by Fidelity pursuant to this authority or by you with any third party via the Electronic Dealing Facility.

Fidelity reserves the right to obtain from you written confirmation of any instruction sent through the Electronic Dealing Facility.

Electronic dealing facility

When Fidelity accepts your instructions, Fidelity will send you a reference number and an electronic confirmation of your Order. Where available you will also receive electronic statements and valuations through your Electronic Dealing Facility. Fidelity will keep a record of all transactions, which is available on request. Fidelity accepts no liability for failure to carry out any Electronic Order which you place using the Electronic Dealing Facility unless you can show that you have received a reference number and an accurate confirmation of such Electronic Order, nor if Fidelity is unable to obtain authorisation on your debit card for payment of the full amount due or if incorrect details are submitted with your instruction. You will notify Fidelity as soon as possible if you do not receive a reference number and confirmation immediately after placing an Electronic Order.

You will further notify Fidelity as soon as possible:

- if any aspect of the confirmation does not accurately reflect your Electronic Order; or
- if you receive a reference number, confirmation or contract note for an Electronic Order which has not been placed with your Password.

If you fail to notify Fidelity as soon as possible in any of these circumstances, you will be deemed to have accepted the terms of the Electronic Order as stated on the confirmation provided to you by Fidelity.

You accept full responsibility for monitoring the Information.

You understand and agree that telephone calls to Fidelity may be recorded and monitored.

You understand that all other terms and conditions, (including Fidelity's Client Terms (incorporating FundsNetwork™) and the terms of business of any third party involved in the provision to you of products or services), applications completed or otherwise accepted by you as well as any applicable instruments, deeds, prospectuses and scheme particulars control the operation of your Fidelity accounts and that the Service is provided subject to all those matters. In the event of a conflict between these Terms and those other matters, these Terms shall prevail in respect of details specifically concerning use of the Service, unless expressly provided otherwise.

Title

Fidelity owns the copyright and any other intellectual property rights subsisting anywhere in the world relating to the Information, the databases and your Password in respect of the Service.

You have no rights to the Password and Information other than as set out in these Terms. If you become aware of or suspect any unlawful or unauthorised use of the Service (or if you become aware of or suspect any other infringement by any person of rights of Fidelity in the Information) you must bring this to the attention of Fidelity immediately and give Fidelity any details you have in relation to this.

Restrictions on use

You may not copy, reproduce, duplicate, modify, adopt or lend, sell or otherwise transfer, in whole or in part, any of the Information, except for the purpose of accessing the Service and producing print-outs for your own personal use. Your rights under these Terms are personal to you and you may not sub-license, assign or otherwise transfer any of those rights. You must not allow anyone else to use your Password.

Limitations of liability

Fidelity makes no warranty or representation that the Service can be accessed at all times. The Service may be temporarily unavailable or restricted for administrative or other reasons and Fidelity does not accept any responsibility and will not be liable for any loss or damage arising out of or in connection with loss of use of the Service.

You acknowledge that your uninterrupted access to the Service and use of the Electronic Dealing Facility may also be prevented by certain factors outside the reasonable control of Fidelity (a "Service Disruption Event") including, without limitation, the in-operation, inefficiency or unsuitability of the Equipment and the unavailability, in-operation or interruption of Internet or other telecommunication services. Non-performance by Fidelity of its obligations under these Terms will not be a breach of these Terms where such non-performance results directly or indirectly from a Service Disruption Event. Fidelity does not accept any responsibility and will not be liable for any loss or damage arising out of or in connection with any such Service Disruption Event.

Fidelity does not accept any responsibility and will not be liable for the inaccuracy or incompleteness of any information received by you or by Fidelity through the Service which arises out of or in connection with data transmission, machine or software error or malfunction or from your operating error or which originates from information obtained from third parties (other than such inaccuracy or incompleteness arising as a result of Fidelity's negligence, fraud or wilful default).

Fidelity does not accept any responsibility and will not be liable for the performance of any third party involved in the provision to you of products or services, regardless of whether you have made contact with such third party via the Service. You agree that Fidelity has a lien over such of your cash and investments (including units or shares in any collective investment scheme) as are held by Fidelity or under Fidelity's control to the extent of any costs, claims or other liabilities suffered or incurred by Fidelity and arising as a result of your failure to comply with the terms and conditions agreed between you and Fidelity and/or between you and any such third party, and that Fidelity may accordingly realise without notice sufficient of your cash and investments to meet any such costs, claims or other liabilities.

Termination and notice provisions

Fidelity reserves the right to terminate your agreement with Fidelity on these Terms (by giving you notice in writing or by means of the Service) on the redemption of your entire holdings with Fidelity.

You may terminate your right to use the Service by giving notice in writing or by means of the Service to Fidelity which will be effective on receipt by Fidelity, but this will not affect transactions already initiated.

Fidelity may terminate your right to use the Service by giving notice in writing or by means of the Service which will be effective immediately upon being sent but this will not affect transactions already initiated.

These Terms may be amended by Fidelity and you will be notified of any material amendments in writing or by means of the Service.

General provisions

A failure or delay by either party to enforce any right under these Terms is not an implied waiver of the same or of any other right in the future.

All of the terms and conditions relating to the Service are contained in these Terms and any other instruction or direction for use supplied by Fidelity to you via the Service or otherwise. Oral communications that you have with Fidelity shall not become part of the terms relating to the use of the Personal Identification, the Information or the Service unless Fidelity confirms them to you in writing or by means of the Service.

If any provision in these Terms is held or made invalid by a court, statute, rule or otherwise, the remainder of these Terms will not be affected.

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

The Courts of England will have exclusive jurisdiction to settle any claim or matter arising under or in relation to these Terms.

