

Terms of Use

The Terms of Use were last modified on March 21, 2024.

READ BEFORE CONTINUING -- YOUR ACCEPTANCE OF TERMS OF USE

About Fidelity

Fidelity Clearing is an indirect, wholly-owned subsidiary of 483A Bay Street Holdings LP, which is a joint venture between FIL Limited and Fidelity Canada Investors LLC. FCC Clearing and its registered affiliate, Fidelity Investments Canada ULC, conduct business under the "*Fidelity Investments*" brand (Fidelity), which is a trademark of Fidelity Investments Canada ULC and a registered business name of Fidelity Clearing. Fidelity Clearing and Fidelity Investments Canada ULC are separate legal entities and conduct business independently of each other.

Fidelity Clearing is an investment dealer and a member of the Canadian Investment Regulatory Organization (CIRO) and the Canadian Investor Protection Fund (CIPF).

Fidelity is pleased to provide you with the products, services, content, tools and information on all Fidelity Sites (the term "Fidelity Site" refers to all Fidelity websites, as well as to the content on them). The Fidelity Sites are intended only for your personal, non-commercial use, unless you and Fidelity have agreed otherwise in writing. Your use of the Fidelity Sites is subject to the following Terms of Use ("Terms").

These Terms are a binding contract between you and Fidelity. By using or accessing the Fidelity Sites, you accept and agree to be bound by these Terms. Your use of the Fidelity Sites is governed by the version of the Terms in effect on the date each Fidelity Site is accessed by you. Fidelity may modify these Terms at any time and without prior notice. You should review the most current version of this document by visiting <https://clearing.fidelity.ca/fcc/en/> and clicking on the "Terms of Use" hyperlink located at the bottom of each page. These Terms are in addition to any other agreements between you and Fidelity, including any client services or account agreements, and any other agreements that govern your use of products, services, content, tools and information available on the Fidelity Sites. Please discontinue the use of any Fidelity Site if you do not accept these Terms. Fidelity may also terminate your access to any Fidelity Sites for any reason, without prior notice.



FIDELITY CLEARING CANADA®

No Solicitation To Buy Or Sell Products or Services

Information on a Fidelity Site does not constitute an offer or solicitation to buy or sell products or services including any securities or any other financial instrument of any other third party.

Information for Foreign Investors

Information on a Fidelity Site does not constitute an offer or solicitation by anyone in the United States or any other jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. Prospective investors who are not resident in Canada should consult with their advisor to determine if these products or services may be lawfully sold in their jurisdiction.

Copyright Policy, Linking Policy and Trademarks

Unless you and Fidelity have agreed otherwise, links from another website to a Fidelity Site must resolve to the top-level homepage of a Fidelity domain (e.g., www.clearing.fidelity.ca). In order to avoid confusion, if you do link from another website to a Fidelity top-level homepage, your website, and the link itself, may not suggest that Fidelity endorses, sponsors or is affiliated with any non-Fidelity website, entity, service or product, and may not make use of any Fidelity trademarks or service marks other than those contained within the text of the link.

All word marks, trademarks and service marks on the Fidelity Clearing site belong to Fidelity, except third-party trademarks and service marks, which are the property of their respective owners. Fidelity either owns the intellectual property rights in the underlying HTML, text, images, audio clips, video clips, software and other content that is made available to you on the Fidelity Sites, or has obtained the permission of the owner of the intellectual property in such content to use the content on the Fidelity Sites.

The display of trademarks on pages on the Fidelity Sites does not imply that any license has been granted to any third party.

Fidelity grants to you a non-exclusive, personal, non-transferable, non-sub-licensable, limited and revocable right to display the content on its Fidelity Sites on your computer and print such content on your printer solely for your own personal non-commercial use provided that you do not modify such content and that you do not delete any of the proprietary notices.



FIDELITY CLEARING CANADA®

All information on the Fidelity Sites is protected under the copyright laws of Canada and/or other countries. Information of the Fidelity Sites may only be reproduced or used in accordance with applicable copyright laws, whether in Canada or other jurisdiction.

Fidelity shall not be responsible for any loss or damage that may result from the unauthorized reproduction or use of the any information on a Fidelity Site.

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

1. a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
2. 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;
3. an identification of the allegedly infringing material, and a description of where that material is located on the Fidelity Sites;
4. your address, telephone number and email address;
5. 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
6. a statement by you 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 as follows:

By mail: Robyn Mendelson, Vice-President, Legal and Procurement, Fidelity Investments Canada ULC, 483 Bay Street, North Tower, Suite 300, Toronto, Ontario M5G 2N7

By email: robyn.mendelson@fidelity.ca



FIDELITY CLEARING CANADA®

Third Party Content and Sites

The Fidelity Sites may include general news and information, commentary, interactive tools, quotes, research reports and data concerning the financial markets, securities and other subjects. Some of that content is supplied by companies that are not affiliated with Fidelity (“Third-Party Content”). Most Third- Party Content is available through framed areas or through hyperlinks to third-party web sites (“Third-Party Sites”), and its source is clearly and prominently identified.

Although Third-Party Content may be framed-in on the Fidelity Sites or available through a link to a Third-Party Site, Fidelity does not prepare, approve or endorse Third- Party Content. Fidelity does not guarantee the accuracy, timeliness, completeness or usefulness of any link to any Third-Party Site, and is not responsible or liable for any content, advertising, products or other materials on or available from Third-Party Sites. You will use any Third-Party Site and Third-Party Content only at your own risk.

Accessing and using Fidelity Sites

Fidelity cannot guarantee that the Fidelity Sites will be accessible at all times, without interruption, or that they will be free from errors. Fidelity shall not be held responsible for any damages that may result from the inaccessibility of the Fidelity Sites or from any difficulties that you may experience while accessing or using the Fidelity Sites, including: an interruption of service; a network failure; the malfunction of any computer hardware or software; or any faulty, incomplete, incomprehensible or deleted transmission, whether or not such difficulties have been brought to Fidelity’s attention.

Fidelity reserves the right to suspend at any time, without warning, full or partial access to the Fidelity Sites. Fidelity additionally reserves the right to discontinue uploading information to Fidelity Sites, in which case Fidelity shall not be held responsible for any damages that you may incur.

Changes to Fidelity Sites

Unless otherwise agreed, Fidelity may discontinue or modify the Fidelity Sites at any time without prior notice to you, and you accept those modifications if you continue to use the Fidelity Sites.

Content provided on the Fidelity Sites is believed to be accurate as of the date published or indicated, but may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the



cache settings on your browser to ensure you are receiving the most recent data.

Prohibited Uses

As a user of the Fidelity Sites, you agree to use them responsibly and follow all applicable laws in force. Because all servers have limited capacity and are used by many people, do not use Fidelity Sites in any manner that could damage or overburden any Fidelity server, or any network connected to any Fidelity server. Do not use Fidelity Sites in any manner that would interfere with any other party's use of the Fidelity Sites.

Certain parts of the Fidelity Sites may be protected by passwords or require a login. You may not obtain or attempt to obtain unauthorized access to such parts of the Fidelity sites, or to any other protected materials or information, through any means not intentionally made available by Fidelity for your specific use.

You should not access the Fidelity Sites through devices or services that are designed to provide high-speed, automated, repeated access, unless such devices are approved or made available by Fidelity.

Confidentiality, Password Security and Notification

Your privacy and confidentiality cannot be ensured if you communicate any information to Fidelity over the internet, or if we communicate any information to you over the internet at your request. If you receive communication from Fidelity in error, please notify us immediately by return e-mail or otherwise and permanently delete the entire communication from any computer, disk drive, or other storage medium.

If you have a password or personal identification number (PIN) for access to non-public areas of the Fidelity Sites, you are solely responsible for all activities that occur in connection with your password or PIN. Accordingly, you should take steps to protect the confidentiality of your password or PIN. Notify Fidelity immediately if you become aware of any disclosure, loss, theft or unauthorized use of your password or PIN.

Fidelity is not responsible for any loss or damages you may incur if you transmit your password or PIN, or any other confidential, personal or sensitive information to us or if we communicate any confidential, personal or sensitive information to you at your request. You alone are responsible for ensuring the protection and safekeeping of your data and computer platforms and devices.



FIDELITY CLEARING CANADA®

Calculators and Interactive Tools

Calculators, interactive tools and any projections or information derived from such calculators or interactive tools are for informational purposes only and Fidelity does not warrant or represent that such projections are accurate.

No Investment Recommendations or Professional Advice

All information provided on a Fidelity Site is intended for informational purposes only and is not intended to constitute financial, accounting, tax, insurance, investment or legal advice, and nothing on the Fidelity Sites should be construed as an offer to sell, a solicitation or an offer to buy or a recommendation of any security by Fidelity or any third party. Fidelity shall not be responsible for any liability should you act or rely on any such information. However, certain tools available on Fidelity Sites may be deemed to provide general investment advice, within the meaning of the securities laws, based upon your personalized input. Unless otherwise specified, you alone are solely responsible for determining whether any product or service is appropriate or suitable for you. You should consult an attorney or tax professional regarding your specific legal or tax situation.

Views expressed on a Fidelity Site regarding a particular company, security, industry or market sector are the views of only that individual as of the time expressed and do not necessarily represent the views of Fidelity or any other person in the Fidelity organization and are not a recommendation to buy or sell. Any such views are subject to change at any time based upon markets and other conditions, and Fidelity disclaims any responsibility to update such views. These views may not be relied on as investment advice and, because investment decisions are based on numerous factors, may not be relied on as an indication of trading intent.

Limitation of Liability

- Fidelity will not be liable to you or anyone else for any loss or damages, including consequential, incidental, special, exemplary, punitive, direct, or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of the Fidelity Sites and any Third-Party Content, inconvenience or delay) or any claims, whether or not foreseeable. This is true even if Fidelity has been advised of the possibility of such damages or losses or could have foreseen the damages or loss.
- Fidelity will not be liable to you or anyone else for any loss resulting from, among others, failure of electronic or mechanical equipment or



FIDELITY CLEARING CANADA®

communications lines (including telephone, cable and Internet), unauthorized access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake or other act of God), fire, war, insurrection, terrorist act, riot, labour dispute and other labour problems, accident, emergency or action of government.

Disclaimer of Warranties

FIDELITY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT THE FIDELITY SITES, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING, AMONG OTHERS, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AT ANY TIME.

THE FIDELITY SITES ARE MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE," AND FIDELITY DOES NOT WARRANT THAT ANY DEFECTS, OMISSIONS OR INACCURACIES WILL BE CORRECTED. THE FIDELITY SITES SHALL NOT BE RESPONSIBLE FOR THE CONSEQUENCES OF ANY DEFECTS, OMISSIONS OR INACCURACIES ON ANY FIDELITY SITE.

FIDELITY DOES NOT WARRANT THAT THE FIDELITY SITES WILL MEET YOUR NEEDS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

FIDELITY ALSO MAKES NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF THE FIDELITY SITES WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE FIDELITY SITES WILL MEET YOUR EXPECTATIONS.

FIDELITY DOES NOT REPRESENT OR WARRANT THAT NO VIRUSES OR OTHER DESTRUCTIVE PROPERTIES WILL BE TRANSMITTED TO, OR DAMAGE, YOUR COMPUTER SYSTEM AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES ARISING OUT OF ANY TRANSMITTED VIRUSES OR DESTRUCTIVE PROPERTIES.



FIDELITY CLEARING CANADA®

Indemnification

As a condition of your use of any Fidelity Site, you agree to indemnify Fidelity of any and all losses, liabilities and claims arising from your use of the Fidelity Sites.

Governing legislation

Fidelity Sites will be governed by, and construed in accordance with, the laws of Canada and the applicable laws of the Province of Ontario, with the exclusion of its principles of conflicts of laws. Any litigation, dispute or claim arising from or related to the use of the Fidelity Sites shall be subject to the jurisdiction of the courts of Ontario and you hereby accept to submit to the exclusive jurisdiction of the courts of Ontario in this respect.



FIDELITY CLEARING CANADA®