

Fidelity Simple HSA Terms and Conditions

By proceeding with this request to open a Fidelity Health Savings Account, you agree to the following:

- I am eligible to open a health savings account. I am a U.S. citizen or tax resident with a valid U.S. Street address, and I am of legal age to enter into an agreement in my state of residence. I request to open a new Fidelity HSA® with Fidelity Brokerage Services LLC ("Fidelity") for which Fidelity Personal Trust Company, FSB will serve as custodian. I understand that this request will be processed as soon as administratively feasible upon Fidelity's receipt of required information. A Fidelity HSA opened through this Simple HSA Service will accept contributions and allow me to request distributions, but will otherwise be restricted, and I will not have the ability to place trades, designate beneficiaries, and indicate my communication preferences, until I go to Fidelity's website and provide additional information that is accepted by Fidelity, and will promptly do so. If I already have or open a non-managed Fidelity HSA prior to Fidelity receiving this request, notwithstanding my election below, my request to open a Fidelity HSA through this Simple HSA Service shall be disregarded. I authorize my employer to disclose information about me to Fidelity as needed to open my account. I have provided my employer with current and accurate information about me and agree to promptly update Fidelity with changes thereto. Fidelity may communicate with me based on this information, including electronically to my employer email address.
- I can access, retain, have read, understand and agree to be bound by these terms and the [Fidelity HSA Documents](#), the [Electronic Delivery Agreement](#) and the [Terms and Conditions](#). I have internet access and a web-browser that is Java-script enabled. I can access documents provided in Hypertext Markup Language (HTML), Portable Document Format (PDF) or other compatible formats. If I do not have the ability to access or retain these documents, or do not consent to receive them electronically, I will contact Fidelity at **800-544- 3716** for a free paper copy. By proceeding I confirm my device is equipped to access these documents.
- My name, legal address, date of birth, and government issued identification number are required by federal law to verify my identity. Fidelity may not open or may restrict and/or close my Fidelity HSA if it cannot obtain and verify information to confirm my identity. Fidelity will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if my account is restricted or closed.
- I agree to notify Fidelity if I am or become employed by or associated with a broker-dealer, stock exchange, exchange member firm, the Financial Industry Regulatory Authority (FINRA) or a municipal securities dealer. Absent such notice from me, I represent and warrant to Fidelity that this does not apply. If I am so affiliated, I understand that Fidelity must obtain consent and report my trading activity and other account data to my employer or other affiliated company. I understand that my account will continue to be restricted until such consent is received by Fidelity.
- I agree to notify Fidelity if I am or become, or an immediate family/household member is or becomes, a director, corporate officer, or 10% shareholder of a publicly held company or a control person of a public traded company under SEC Rule 144. Absent such notice from me, I represent and warrant to Fidelity that this does not apply.
- Contributions to my Fidelity HSA will be deposited into the FDIC-Insured Deposit Sweep Program, which will generally sweep funds to one or more Program Banks assigned to this account from the HSA Program Bank List provided in the Fidelity HSA Documents above. I understand that such Program Banks may change between the time I request this account and the HSA is actually opened, and if a Program Bank is not available, my funds may be swept to a money market mutual fund as described in the Fidelity HSA Documents.
- **I acknowledge that the Fidelity HSA is governed by a pre-dispute arbitration clause, which appears on the last page of the HSA Brokerage Customer Agreement in the Fidelity HSA Documents accessible above, and which I represent having read and agreed to.**