

## **Terms of Use**

These Terms of Use were last modified in February 2017.

### **Use of the Fidelity TalentSource Website**

The Fidelity TalentSource website (the "Website") is intended only for your personal, non-commercial use, unless you and Fidelity TalentSource have agreed otherwise in writing.

### **Introduction**

The use of the Website is governed by the terms and conditions set forth below ('Terms of Use'), please read them carefully. Your use of the Website indicates your acceptance of these Terms of Use. Your use of the Website is governed by the version of the Terms in effect on the date the Website is accessed by you. Fidelity TalentSource may modify these Terms of Use at any time and without prior notice. You should review the most current version of the Terms of Use by clicking on the Terms of Use hyperlink located at the bottom of the page each time you access the Website.

### **Privacy Policy**

For information regarding privacy, please review the Privacy Policy which also governs your visit to the Website.

### **Disclaimer of Warranties**

THE INFORMATION, MATERIALS, SERVICES AND PRODUCTS INCLUDED ON THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. FIDELITY TALENTSOURCE MAY MAKE CHANGES OR IMPROVEMENTS TO THIS SITE AT ANY TIME.

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## **Limits on Liability**

Fidelity TalentSource will not be liable for:

- The contents of any communication, message, or information provided to Fidelity TalentSource by you or other third parties.
- The contents of any website not controlled, owned, or operated by Fidelity TalentSource that is accessed from or linked to the Website by direct or indirect means.
- Any loss resulting from a cause over which Fidelity TalentSource does not have direct control. This includes failure of electronic or mechanical equipment or 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, labor dispute and other labor problems, accident, emergency or action of government.
- Any direct, indirect, incidental, special, or consequential damages whether in contract, tort, strict liability or otherwise, arising out of or relating to use of or inability to use the Website, even if Fidelity TalentSource has been advised of the possibility of such damages. If certain states do not allow the limitation of liability for consequential or incidental damages, the above may not apply to you.

## **Indemnification**

You agree to indemnify and hold Fidelity TalentSource, its directors, officers, employees, agents and representatives harmless from all claims, liabilities, damages, and expenses (including attorneys' fees and expenses) arising out of or relating to (a) your use of the Website; (b) any alleged breach of these Terms of Use.

## **Timeliness of content**

All content on the Website is presented only as of the date published or indicated, and may be superseded by more current information. You are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

## **Prohibited uses**

Because all servers have limited capacity and are used by many people, do not use the Website in any manner that could damage or overburden any Fidelity TalentSource server, or any network connected to any Fidelity TalentSource server. Do not use the Website in any manner that would interfere with any other party's use of the Website.

## Copyright policy, linking policy and trademarks

The Website is protected by applicable copyright laws. Accordingly, you may not copy, distribute, modify, post or frame-in the Website, including any text, graphics, video, audio, software code, user interface design or logos.

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

All trademarks and service marks on the Website belong to FMR LLC or an affiliate, except third-party trademarks and service marks, which are the property of their respective owners.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Fidelity TalentSource 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 Website;
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;
6. 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 TalentSource's Agent for Notice of claims of copyright infringement can be reached as follows:

By mail: Tanya Courcey, Fidelity TalentSource, 245 Summer Street, Boston, MA 02210

By phone: 617-563-9840

By email: [CopyrightClaim@fmr.com](mailto:CopyrightClaim@fmr.com)

## **Termination**

Fidelity TalentSource may terminate your access to the Website for any reason, without prior notice.

## **Governing Law**

Unless otherwise agreed, these Terms of use and their enforcement are governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of law, and shall inure to the benefit of Fidelity TalentSource's successors and assigns, whether by merger, consolidation, or otherwise.

## **Waiver**

No waiver by Fidelity TalentSource shall be construed as a waiver of any proceeding or succeeding breach of any provision.

## **Survival of Provisions**

Each provision of the Terms of Use shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

## **Entire Agreement**

These Terms of Use constitute the entire agreement between Fidelity TalentSource and you. Any changes to these Terms of Use between Fidelity TalentSource and you must be in writing and signed by both parties.