



**TERMS AND CONDITIONS FOR RETAIL CUSTOMERS**

**PUBLIC INVESTING UK LIMITED**

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## 1. Introduction

- 1.1 We are Public Investing UK Limited (“we”, “us”, “our” or “**Public UK**”), a private limited company incorporated in England and Wales (company number 13760183) with its registered address at C/O Browne Jacobson LLP, 6 Bevis Marks, Bury Court, London, United Kingdom, EC3A 7BA.
- 1.2 Public UK is an appointed representative of Khepri Advisers Limited (FRN 692447), which is authorised and regulated by the Financial Conduct Authority (“FCA”) and has a registered office located at 1 Frederick's Place, London, EC2R 8AE, United Kingdom.
- 1.3 Public UK operates as a UK based execution-only order transmission service which enables UK customers to buy, sell, and hold Instruments via the Public App. You can also use a variety of other interactive and educational tools available in the Public App.

## 2. Summary

- 2.1 These terms and conditions (“**Terms**”) set out the agreement between you and Public UK in relation to the Services offered via the Public App. These Terms are a legally binding document which you should review carefully and if you have any questions concerning these Terms, you should seek professional independent advice.
- 2.2 Through the Public App, you will enter arrangements with:
  - 2.2.1 Public UK, which will receive and transmit orders to Open to the Public Investing, Inc. (“**Public Investing**”);
  - 2.2.2 Public Investing, which will then be appointed as your broker and agent for the purposes of carrying out your instructions in relation to Orders and Transactions as well as other services; and
  - 2.2.3 Apex Clearing Corporation (the “**Third Party Broker**”), which will provide execution, clearing, settlement, custody, and associated services to you.
- 2.3 You therefore have a direct relationship with: (i) Public Investing, which is governed by the terms provided to you at <https://public.com/disclosures/public-brokerage-agreement> (the “**Public Investing Agreement**”) and (2) the Third Party Broker, which is governed by the terms provided to you at <https://public.com/disclosures/apex-clearing-brokerage-agreement> (the “**Third Party Broker Agreement**”). It is important that you read the Public Investing Agreement and the Third Party Broker Agreement as they are legally binding on you and create direct contractual rights and obligations between you and Public Investing and you and the Third Party Broker.
- 2.4 If you disagree with any of these terms and / or believe that the Services are not suitable for you, you should not use any Services provided by the Public App.
- 2.5 It is important you read these Terms carefully before making any investments, because we will rely on them in all our dealings with you. Our Terms and any documents that you receive can be found in the documents section accessible in the Public App. However, you may wish to also print off a copy of these documents, and keep them safe for future reference.

### 3. Agreements with Public Investing and the third Party Broker

- 3.1 Through the Public App, you will also be required to enter into a separate agreement with (i) Public Investing and (ii) the Third Party Broker.
- 3.2 The provision of any Services through the Public App is conditional upon your prior acceptance of the agreements that you will enter into with each of Public Investing and the Third Party Broker. You should also ensure that you read the Public Investing Agreement and the Third Party Broker Agreement carefully as they are important and will govern the basis on which Public Investing and Third Party Broker will each provide services to you.
- 3.3 By entering into this Agreement, you agree that:
- 3.3.1 Under the Public Investing Agreement, Public Investing is authorised as your broker and agent for the purposes of carrying out your instructions in relation to Orders and Transactions, and under the Third Party Broker Agreement, the Third Party Broker will provide execution, clearing, settlement, custody, and associated services in respect of your Orders;
  - 3.3.2 We are authorised to give instructions and provide information concerning you to Public Investing and Public Investing is entitled to rely on any such instructions or information with or without further enquiry;
  - 3.3.3 The Third Party Broker is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your account to meet your settlement or other obligations;
  - 3.3.4 Neither we, Public Investing nor the Third Party Broker provide investment advice or give advice or offer any opinion regarding the suitability or appropriateness of any Order;
  - 3.3.5 We are not responsible for Public Investing or the Third Party Broker's actions, omissions or any obligation they may owe you; and
  - 3.3.6 We are authorised to arrange for an alternative custodian and/ or third party broker to provide execution, clearing, settlement, custody and associated services in respect of your Orders and to enter into agreements, acting as your agent, to give effect to such arrangements. This is outlined in further detail in clause 29 of these Terms.
- 3.4 Please note that these Terms, the Public Investing Agreement and the Third Party Broker Agreement are conditional on each other. Termination of any one of these agreements will result in termination of the other.

### 4. Definitions

- 4.1 In addition to terms defined elsewhere in these Terms, the following capitalised terms have the following meanings in these Terms:
- 4.1.1 “**Account**” means the account maintained with us in your name through which you will submit Orders via the Public App and use the Services.
  - 4.1.2 “**Applicable Law**” means any and all applicable laws, legislation, bye-laws, decisions, notices, statutes, orders, rules (including any rules or decisions of court),

regulations, directives, edicts, schemes, warrants, local government rules, statutory instruments or other delegated or subordinate legislation and any directions, codes of practice issued pursuant to any legislation, voluntary codes, other instruments made or to be made under any statute and codes of conduct and mandatory guidelines (including in all cases those that relate to audit, accounting or financial reporting) and which have legal effect, whether local, national, international or otherwise existing from time to time, together with any similar instrument having legal effect in the relevant circumstances, and shall include, for the avoidance of doubt, anti-money laundering requirements.

- 4.1.3 “**Broker Payment Account**” means the payment account provided to you by the Third Party Broker under the Third Party Broker Agreement.
- 4.1.4 “**Broker Trading Account**” means the trading account provided to you by the Third Party Broker under the Third Party Broker Agreement.
- 4.1.5 “**Client**”, “**Customer**”, “**you**” and “**your**” means any person operating or intending to operate an Account with us.
- 4.1.6 “**FCA Rules**” means the FCA Handbook of Rules and Guidance.
- 4.1.7 “**FCA**” means the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN.
- 4.1.8 “**Fee Schedule**” means the schedule setting out our fees available on the Public App and at <https://public.com/disclosures/fee-schedule>.
- 4.1.9 “**Foreign Exchange Provider**” means Airwallex (UK) Limited, a company registered in England and Wales No. 10103420 and registered office 33 Charlotte Street 2/F, 33 Charlotte Street, London, United Kingdom, W1T 1RR which is authorised and regulated by the FCA under FRN 900876 or any replacement or alternative payment provider from time to time
- 4.1.10 “**Instruments**” means the financial instruments available via the Public App for which you may submit Orders.
- 4.1.11 “**Licensed Work**” is defined in paragraph 22.1.
- 4.1.12 “**Market Hours**” means between 2.30pm and 9pm UK time or any other market hours that are notified to you from time to time.
- 4.1.13 “**Market Order**” means an Order to buy or sell a specified number of Instruments immediately during Market Hours at the best available price at that point in time.
- 4.1.14 “**Order**” is defined in paragraph 9.1.
- 4.1.15 “**Payment Provider**” means Plaid Financial Ltd, a company registered in England and Wales No. 11103959 and registered office at New Penderel House 4th Floor, 283-288 High Holborn, London, United Kingdom, WC1V 7HP which is authorised and regulated by the FCA under FRN 804718 or any replacement or alternative payment provider from time to time.
- 4.1.16 “**Positions**” means your positions in the Instruments that you hold as a result of the Orders that you have submitted via the Public App which have been executed.

- 4.1.17 “**Public App**” means our mobile and web application through which we will provide you with the Services.
- 4.1.18 “**Public Investing**” means Open to the Public Investing, Inc., a registered broker dealer and member of the Financial Industry Regulatory Authority (FINRA).
- 4.1.19 “**Public Investing Agreement**” means the agreement between you and Public Investing where you will appoint Public Investing as your broker and agent for the purposes of carrying out your Instructions in relation to Orders and Transactions as well as other services which can be found at <https://public.com/disclosures/public-brokerage-agreement>.
- 4.1.20 “**Public Investing Account**” means the account maintained with Public Investing in your name through which you will have access to those services provided by Public Investing as further described in the Public Investing Agreement.
- 4.1.21 “**Services**” means the services that Public UK provides to you under these Terms which are set out in paragraph 7.1.
- 4.1.22 “**Third Party Broker Accounts**” means both the Broker Payment Account and the Broker Trading Account.
- 4.1.23 “**Third Party Broker Agreement**” means the agreement between you and the Third Party Broker that relates to your Broker Trading Account and Broker Payment Account which can be found at <https://public.com/disclosures/apex-clearing-brokerage-agreement>.
- 4.1.24 “**Third Party Broker**” means Apex Clearing Corporation (“**Apex**”). Apex is a registered broker dealer registered with the Securities and Exchange Commission (SEC) and is a member of the Financial Industry Regulatory Authority (FINRA).
- 4.1.25 “**Transaction**” means a buy or sell Order that has been executed.
- 4.2 In these Terms, unless the context otherwise requires: references to the singular includes the plural and vice versa; “person” denotes any person, partnership, corporation or other association of whatever nature; and any references to any directive, statute, statutory instrument or regulations shall be references to such directive, statute, statutory instrument or regulations as from time to time amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time in force and any reference to the FCA and rules made by it shall, apart from in this paragraph, include its successor as regulator and rules made by the successor as regulator in substitution for those rules. References to any rules by number will include references to the corresponding rules (if any) made by the successor.
- 4.3 In these Terms references to any law, statute or statutory provision will include any subordinate legislation made under any of them and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time. For the avoidance of doubt, any such references include references to the preservation, continuation of effect, conversion or incorporation of any of them into the law of England and Wales, Scotland and Northern Ireland, whether by the European Union (Withdrawal) Act 2018 or any other legislation relating to the withdrawal of the UK from the EU.
- 4.4 Headings are for convenience only and have no bearing on the interpretation of these Terms.

## **5. Accessing Public UK's Services**

- 5.1 Customers can register and use our Services via the Public App. Public UK does not operate any physical locations or branches.
- 5.2 Customers can only begin to use the Public UK's services when they have successfully completed the required onboarding and verification steps set out in section 6 below.

## **6. Account Opening**

- 6.1 To have access to the Services, you need to be:
  - 6.1.1 have sufficient legal capacity to enter into these Terms;
  - 6.1.2 be at least eighteen (18) years of age; and
  - 6.1.3 provide valid personal identification documents which contain your photograph, signature, name and personal identification number (such as an identity card or passport).
- 6.2 If your application is successful, we will open an Account in your name. We have the right to decline the request to open the account without providing reasons for doing so and with no right to any compensation.
- 6.3 You agree to provide us with all information which we may reasonably request from you from time to time for the purposes of verifying your identity when opening and operating your Account via the Public App. Either Public Investing and/or The Third Party Broker may request additional information from you to conduct its own identity and verification checks in accordance with Applicable Law.
- 6.4 Any information you submit to us about yourself, both during the onboarding process and at any other time under these Terms, must be true, accurate, current and complete. You must also update us promptly with any changes to your registration and profile information to keep it current and accurate.
- 6.5 We have legal obligations to verify your identity and address in order to comply with anti-money laundering laws and regulations. As part of the onboarding process, we may request certain information from you so that we can perform these anti-money laundering checks. We may also screen our users against politically exposed person and sanctions lists and therefore also collect and process your information for these purposes.
- 6.6 You authorise us to, directly or through third parties, make any inquiries that we consider necessary to verify your identity and/or protect against fraud, including in relation to:
  - 6.6.1 identity information contained in public domains or reports;
  - 6.6.2 account information associated with the bank account or any debit / credit cards that you link to your Account (e.g. name or account balance); and
  - 6.6.3 to take any action we reasonably deem necessary based on the results of such inquiries or reports.
- 6.7 You further authorise any and all third parties to whom such inquiries or requests set out above in paragraph 6.6 may be directed to fully respond to such inquiries or requests.

- 6.8 Once the information you have provided has been verified and you have completed our onboarding process, you will receive an Account with Public UK that will be available via the Public App.
- 6.9 You agree you will only use and maintain one single Account to access or otherwise utilise the Services, and your creation and/or use of any subsequent accounts may result in our disabling any and all of your Accounts and withdrawing your access to the Services.
- 6.10 Public UK does not allow you to share your Account with any other person, and the Account must be in your name only.
- 6.11 If, in our absolute discretion, we suspect or have reason to suspect money laundering or any other illegal activities, we may cease to provide the Services to you without any explanation or notice, and inform law enforcement or other relevant authorities of our suspicions and the reasons for them. This is in order for us to comply with our legal obligations.

## **7. Services**

- 7.1 In accordance with these Terms and upon you having completed the onboarding checks specified in these Terms under section 6 above, we shall provide you with the following services:
- 7.1.1 providing access to the Public App, including its educational tools and social newsfeed where Customers can see and post insights on a social newsfeed. For the avoidance of doubt, none of the information shared on this social newsfeed qualifies as investment advice;
  - 7.1.2 referring you to Public Investing so Public Investing can introduce you to the Third Party Broker for purposes of providing you with Order execution, custody, and clearing services;
  - 7.1.3 providing functionality via the Public App to allow you to notify Public Investing when you wish to take certain actions relating to your Instruments;
  - 7.1.4 providing functionality via the Public App to allow you to submit an Order to Public Investing;
  - 7.1.5 displaying information about your Third Party Broker Accounts via the Public App.
- 7.2 You accept and acknowledge that we are not responsible for anything that takes place under the Public Investing Agreement or Third Party Broker Agreement.
- 7.3 We will not handle client money and will not accept or receive client money. Money for the purposes of your Orders under this Agreement will be transferred via the Payment Provider and the Foreign Exchange Provider to the Third Party Broker. Client money will be handled by the Third Party Broker in accordance with the Third Party Broker Agreement.
- 7.4 We do not hold your Instruments after you acquire them. The Third Party Broker will arrange for your Instruments to be held in accordance with applicable law and will be responsible for safeguarding your Instruments in accordance with the Third Party Broker Agreement.

## 8. Accessing the Public App

- 8.1 We will provide you with security details to access your account on the Public App. You are solely responsible for ensuring the safe keeping of any passwords or security credentials connected to your Account, your Third Party Broker Accounts and the Public App. We are not responsible for anything that happens on your Account or your Public Investing Accounts or Third Party Broker Accounts as a result of a person accessing those accounts because you did not keep your password or security credentials safe.
- 8.2 You must not disclose your passwords or security credentials to any person, including us, in any circumstance. We will never ask you to provide your password to us or to a third party and you must never allow anyone to access your account or watch you accessing your account. We recommend that you change your password regularly in order to limit the risk of your account being compromised. You accept full responsibility for any actions taken by anyone in relation to the Services (as well as the services provided by Public Investing and the Third Party Broker) using your Account details.
- 8.3 You are responsible for monitoring your account and must ensure that you read all messages that have been sent to you. If you have any indication or suspicion of your account, login details, password or other security feature being lost, stolen, misappropriated, used without authorisation or otherwise compromised, you are advised to change your password immediately and contact us without undue delay.
- 8.4 Unless you have informed us otherwise, we are entitled to treat every action taken via your Account, including any Order or instruction to Public Investing or the Third Party Broker, as an action authorised and undertaken by you.
- 8.5 You must take all reasonable care to ensure that your email account(s) are secure and only accessed by you, as your email address may be used in the process of resetting passwords or to communicate with you about the security of your account. In case any of the email addresses registered with your account are compromised, you should without undue delay after becoming aware of this contact us and also contact your email service provider
- 8.6 If you know or suspect that anyone other than you knows your password or security credentials connected to your use of your Account and the Public App, you must contact us immediately through <https://help.public.com/en/> or support@public.com. You agree that we may share such notification with Public Investing and/or the Third Party Broker.

## 9. Funding your Broker Payment Account

- 9.1 You may add funds to your Broker Payment Account by accessing the “Payment” section of the Public App.
- 9.2 The Broker Payment Account is denominated in US dollars. Throughout the payment journey, payment initiation will be undertaken by the Payment Provider and any currency conversion will be undertaken by the Foreign Exchange Provider, each subject to any applicable terms required by such third party providers.

## 10. Orders

- 10.1 An order is an instruction from you to either buy or sell a particular Instrument which is made via the Public App (an “**Order**”).

- 10.2 Following a successful application to open your Account, we will be entitled to assume that any Orders placed via your Account are placed by you and will not be required or expected to confirm the validity of any such Orders. You acknowledge and agree that all Orders and any other instructions given by you to us through the Public App must be sent by you personally and not by any other person. We will operate the Public App and, in accordance with this Agreement, allow you to access the Public App and use the functions available on the Public App.
- 10.3 We will not execute your Orders ourselves but will transmit them to Public Investing. Public Investing will then transmit them to the Third Party Broker, who will be responsible for execution. We cannot control the execution of your Orders (including the timing of execution) once we transmit them to Public Investing. There is no guarantee that either we, Public Investing, or the Third Party Broker will accept your Order. Your Order may not be accepted if it gives rise to too much risk for either Public Investing or the Third Party Broker or if dealing is no longer available or is suspended in the Instrument to which your Order relates.
- 10.4 We allow you to make Market Orders via the Public App subject to each of the Public Investing Agreement and the Third Party Broker Agreement. We have sole discretion over the types of Orders that we allow you to make via the Public App. Whilst other types of orders might be permitted under the Third Party Broker Agreement, not all orders may necessarily be placed through the Public App.
- 10.5 Your Orders may relate only to the Instruments that are available via the Public App from time to time. We have sole discretion as to the Instruments that we make available to you via the Public App and we may add or remove any Instrument at any time.

#### Submitting Orders

- 10.6 Orders may only be submitted via the Public App. To submit an Order, you will need to have sufficient funds in your Broker Payment Account to enable a Transaction to take place and to pay any fees, charges, taxes, or duties which may be incurred in the course of the relevant Transaction.
- 10.7 You must act on your own behalf and for your own account in relation to all Orders submitted by you, meaning you are the person that will buy or sell the Instrument. You cannot submit Orders on behalf of others or authorise others to submit Orders on your behalf.
- 10.8 When submitting an Order, you must make sure that you:
- 10.8.1 have inputted the correct values when submitting the Order;
  - 10.8.2 are certain that you want to go ahead with that Order;
  - 10.8.3 understand the risks of investing in that Instrument;
  - 10.8.4 understand how these Terms, the Public Investing Agreement and the Third Party Broker Agreement apply to that Order; and
  - 10.8.5 are willing and able to bear the risk of any potential loss associated with that Instrument in the event the value of the Instrument decreases.

- 10.9 From time-to-time other restrictions may apply to submitting Orders dependent upon regulatory requirements and market conditions. These may include, but are not limited to circumstances such as:
- 10.9.1 trading restrictions imposed on certain Instruments by regulators or Applicable Law;
  - 10.9.2 trading restrictions imposed on you, us, Public Investing, or the Third Party Broker by regulators or Applicable Law;
  - 10.9.3 trading restrictions imposed on you or us by Public Investing or the Third Party Broker; and / or
  - 10.9.4 trading restrictions imposed on you or us.

### Cancelling Orders

- 10.10 You can only cancel an Order with us before we communicate your Order to Public Investing, after which any cancellation would be subject to Public Investing Agreement and/or the Third Party Broker Agreement.
- 10.11 You may submit a request to cancel an order via the Public App. Due to the speed of order execution, a cancellation request might not arrive in time to cancel previously submitted Orders.

## **11. Accepting Orders**

- 11.1 Public Investing makes the final decision on whether an Order submitted by you is accepted and communicated to the Third Party Broker. If Public Investing rejects an Order, it is not required to explain to you why that Order has been rejected, but it will notify you if any of your Orders are rejected under the Public Investing Agreement.
- 11.2 Each of Public Investing and the Third Party Broker maintains internal limits and requirements that govern whether or not it will accept an Order under the Public Investing Agreement and Third Party Broker Agreement, respectively, and we have no control over whether such Orders are accepted.
- 11.3 Your Order may also be rejected in circumstances where we are required to by a third-party, such as by the underlying market on which an Instrument is listed or by a regulatory authority.

## **12. When We Will Not Act On Your Instructions**

- 12.1 We reserve the right not to act on your instructions if:
- 12.1.1 to do so may involve us or you in a breach of Applicable Law; or
  - 12.1.2 we believe on reasonable grounds that to do so would be impracticable or against your interests; or
  - 12.1.3 to do so would run the risk of us suffering financial loss.
- 12.2 Public UK will endeavour to advise you promptly if such circumstances arise, subject to our obligations under Applicable Law.

### **13. Execution of Orders**

- 13.1 We will arrange for the transmission of the Order to Public Investing. Public Investing will then transmit the Order to the Third Party Broker for execution (or onward transmission for execution) which will usually take place the same day where we receive your Order during Market Hours, provided you have sufficient funds in your Broker Payment Account to make the Order. Where we receive your Order outside of Market Hours, we will transmit it during the next available Market Hours, provided again that you have sufficient funds in your Broker Payment Account to make the Order
- 13.2 When placing an Order, we will provide you with the indicative prices of the relevant Instruments that you can buy or sell via the Public App. These prices are provided by the Third Party Broker and Public UK has no control over the prices. Due to the inherent nature of a moving market, indicative prices can change, sometimes rapidly and significantly prior to an Order being executed, and it may not be possible to execute at the price shown on the Public App at the time that you place your Order. This means that the price at which you submitted your Order may not be the price at which your Order is transmitted to the Third Party Broker and then executed by the Third Party Broker. In some circumstances, your Order may be executed at a higher price and in other circumstances it may be executed at a lower price than the price quoted to you via the Public App. If your Order is executed at a lower price than the price of the Instrument at the time you submitted the Order, we have no liability to you to provide you with the difference in those prices.
- 13.3 An Order placed outside of Market Hours will be executed by the Third Party Broker (or transmitted for execution) once Market Hours commence.
- 13.4 The Third Party Broker will be subject to certain rules and regulations on how it executes your Orders. You can find further information on how the Third Party Broker will execute your Orders (or transmit your Orders for execution) in the Third Party Broker Agreement which will be accessible by you via the Public App upon signing up. You also agree that your Orders may be executed by the Third Party Broker outside of a regulated market, multilateral trading facility, or organised trading facility.
- 13.5 Once we have transmitted your Orders to Public Investing, we cannot control when and how Public Investing will transmit your Orders or the Third Party Broker will execute your Orders which is instead governed by the Public Investing Agreement and the Third Party Broker Agreement. However, we have a duty to act in your best interest when we transmit your Order to Public Investing for onward transmission.
- 13.6 We shall take steps to ensure that the Third Party Broker, or any other entity which we have selected for the execution of Orders or onward transmission for the execution of Orders, delivers the best possible result to our clients on a consistent basis.

### **14. Payment for Orders**

- 14.1 When you wish to submit an Order to buy an Instrument:
- 14.1.1 any money which is at least equal to the estimated value of the Order (including the relevant fees and charges) that is held in your account with the Third Party Broker will be blocked at the time that you place your Order and then used to fund the Order (including the relevant fees and charges); or

- 14.1.2 if you are not holding sufficient funds in your account with the Third Party Broker, you will be required to deposit money into your Broker Payment Account which is at least equal to the estimated value of the Order (including the relevant fees and charges) in accordance with section 8 above.

## **15. Corporate Actions**

- 15.1 Corporate actions are handled by the Third Party Broker. You will be notified through the Public App about any corporate actions that are being handled by the Third Party Broker in accordance with the Third Party Broker Agreement.

## **16. Sale Proceeds**

- 16.1 In the event that you sell a particular Instrument and there are proceeds due to you from that sale, your Broker Payment Account should be credited with the value of this sale under the Third Party Broker Agreement. However, you should be aware that, whilst the proceeds may be credited to your Broker Payment Account, you will not be able to withdraw those proceeds until such time as the Transaction arising as a result of your Order to sell the relevant Instruments has settled and the funds have been received into your Broker Payment Account.
- 16.2 In most underlying markets, settlement of the Instruments available via the Public App typically occurs within two business days. This is when the relevant funds should have been received into your Broker Payment Account and can be withdrawn or reinvested.

## **17. Fees**

- 17.1 The fees payable by you in relation to our Services are set out in the Fee Schedule. The Fee Schedule shall be updated from time-to-time and we reserve the right to introduce new products and services to the Fee Schedule which may also incur fees.
- 17.2 Our fees will be charged to your Account. You instruct us, or otherwise authorise us to instruct Public Investing and/or the Third Party Broker, as applicable, to:
- 17.2.1 deduct fees and any costs and expenses payable and properly incurred under these Terms, the Public Investing Agreement and/or the Third Party Broker Agreement as further disclosed on the fee schedule from any of your Third Party Broker Accounts and pay these sums accordingly; and
- 17.2.2 transfer cash or investments from your Third Party Broker Accounts to meet your settlement or other obligations to the Third Party Broker.

You should note that pursuant to this clause 17.2, we reserve the right to instruct Public Investing to notify the Third Party Broker to retain your funds to ensure that you meet your payment obligations.

- 17.3 When funding your Broker Payment Account, you may be required to convert currency using our Foreign Exchange Provider. The Foreign Exchange Provider shall make the conversion based on its exchange rate which shall be made available in the Public App prior to entering into the relevant Transaction. We will also charge a fee for any such currency conversion which shall also be made available in the Public App prior to entering into the relevant Transaction. Once the Foreign Exchange Provider has converted a currency, your

transaction history in the Public App will show the exchange rate plus any other fees charged to carry out this currency conversion.

- 17.4 The money held in your Broker Payment Account will be in US dollars and we expect that all Orders will be denominated in US dollars. Therefore we do not expect that you will need to convert the currency in your Broker Payment Account when making an Order.
- 17.5 You acknowledge and agree that you are wholly responsible for any taxes or duties, local or international, which are incurred as a result of your Transactions and your use of the Services and that such taxes or duties may not be imposed at the time of purchasing the Instrument, but at a later date, and you agree that you will remain responsible for such taxes and duties as and when they are incurred or fall due.
- 17.6 You will be wholly responsible for any fees incurred in the transfer, deposit, or withdrawal of any funds to and from your Broker Payment Account, Broker Trading Account, and your bank account.

## **18. Customer Classification**

- 18.1 We are required to categorise you as a certain type of client. We will treat you as a Retail Client unless you have requested to instead be classified as a Professional Client and we have agreed to this request in writing.
- 18.2 It is up to you to request at any time a different client categorisation to the one we have given you, but we may, in our sole discretion, reject any such request.
- 18.3 If you are unsure as to whether you are classified as a Retail Client for the purposes for the FCA Rules, you should seek professional advice from a financial advisor or other specialised advisor prior to making any investment decisions.

## **19. No Advice**

- 19.1 The Services that we will provide to you under these Terms are non-advised, meaning that we will not provide you with any advice as to the merits of a particular Instrument or whether any particular Instrument is appropriate for you. For the avoidance of doubt, the information provided by Public UK, its staff, and its Customers, on the Public App and in its social newsfeed shall not qualify as investment and/or financial advice. If you need investment and/or financial advice, we suggest that you seek advice from a qualified independent advisor.
- 19.2 We will not provide you with any investment, legal, tax or other form of advice; nor can you request any such advice from us, and any decision to acquire or sell an Instrument is solely yours and we are not responsible for such decisions.

## **20. Public App Availability**

- 20.1 We aim to make the Public App available to you on a continuous basis, however we cannot guarantee that the Public App will be available at all times and there may be instances where you cannot submit Orders and monitor your Positions.
- 20.2 We will not be liable to you for any loss or damage which arises from the Public App being unavailable for whatever reason, including where this is as a result of third party service providers instructed by us. Where the Public App is unavailable as a result of scheduled or

urgent maintenance work, we will try, where practical, to give you advance notice of that unavailability so that you can plan around it.

- 20.3 It is your responsibility to ensure that you are able to access the Public App from an appropriate device. You should be aware that connectivity to the Public App may vary depending on your internet or network connection, and if you have a poor or weak connection, you may not be able to submit Orders and monitor your Positions with the same speed as you would otherwise be able to with a stronger connection.

## **21. Acceptable Use and Restrictions**

- 21.1 Your use of the Public App must at all times comply with these Terms and Applicable Law.
- 21.2 You are not permitted to use any algorithms or electronic trading programs or systems in connection with your submission of Orders via the Public App.
- 21.3 You can trade as often as you like through the Public App subject to any restrictions imposed by Public Investing under the Public Investing Agreement and/or the Third Party Broker under the Third Party Broker Agreement.

## **22. Intellectual Property**

- 22.1 We own the Services, the documentation, specifications, written instructions or explanatory material related to the installation, operation, use or maintenance of the Services and the Public App and any subsequent versions thereof, available through the Public App (“**Licensed Work**”), and all improvements, modifications and derivative works thereof and all intellectual property rights therein or relating thereto are and shall remain the exclusive property of Public UK or its licensors as the case may be. Except as set forth in these Terms, Public UK does not grant any rights to the Services or Licensed Work to you. You further acknowledge that we retain all right, title and interest in the Licensed Work including all rights to patent, copyright, trade secret.
- 22.2 For the avoidance of doubt, all intellectual property rights which are created pursuant to the provision of the Services by us (other than those which subsist in your personal data) shall vest on creation in us and shall remain our sole property.
- 22.3 You acknowledge and agree that the Licensed Work constitutes and contains valuable proprietary products and trade secrets of Public UK, embodying confidential information, ideas, and expressions.
- 22.4 You agree not to challenge, directly or indirectly, any right or interest of Public UK in the Services or Licensed Work nor the validity or enforceability of our rights under Applicable Law. You agree not to directly or indirectly register, apply for registration or attempt to acquire, any legal protection for or any proprietary rights in, the Services or Licensed Work, or to take any other action which may adversely affect our rights or interest in the Services or Licensed Work in any jurisdiction.

## **23. Confidentiality/Non-Disclosure**

- 23.1 Public UK respects the confidentiality of the personal information of its existing and potential customers.

- 23.2 We may disclose information to third parties about you or any of your Orders or Transactions you are making using the Services:
- 23.2.1 as permitted by Applicable Law;
  - 23.2.2 where it is necessary or helpful for completing or correcting Transactions or resolving any claims regarding Transactions;
  - 23.2.3 in order to comply with a valid request by a regulatory body, government agency, a court order, or other legal or administrative reporting requirements;
  - 23.2.4 to our employees, auditors, affiliates, Public Investing, the Third Party Broker, or lawyers as needed to assist or enable the proper performance of the Services or the services that are provided under each of the Public Investing Agreement and the Third Party Broker Agreement;
  - 23.2.5 in order to prevent, investigate, or report possible illegal activity;
  - 23.2.6 for any reason as necessary to fulfil our obligations under these Terms or applicable to the Services you are using;
  - 23.2.7 if it is in the public interest to disclose such information; and / or
  - 23.2.8 at your request or with your consent.

## **24. Privacy and Data Protection**

- 24.1 We are committed to keeping your personal information safe. We process personal information in accordance with applicable data protection legislation. You may obtain a copy of our Privacy Policy either on our website at <https://public.com/privacy-policy> or by contacting us at [ukcompliance@public.com](mailto:ukcompliance@public.com) and requesting a copy.

## **25. Communications**

- 25.1 Public UK will communicate with you in English by email or through messaging or push notifications via the Public App. You may communicate with us in English by email, in accordance with procedures notified to you by us (including security procedures and use of passwords).
- 25.2 You accept that we are deemed to have received any email correspondence or messaging via the Public App at the time we have seen it. You accept that there may be a delay in responding to correspondence received via email or messaging. You also acknowledge and accept the risks inherent in email or messaging, particularly in the unauthorised interception of emails and where emails do not reach their intended recipient.
- 25.3 For the avoidance of doubt, such consent includes your consent to receive confirmations and any other reports, documents, statements or similar that we may provide to you in connection with these Terms by way of email or other electronic means, including by placing such information on the Public App. This is without prejudice to any rights you may have to request hard copies of such documents.
- 25.4 Although we take all reasonable care to ensure all electronic communications and attachments we send to you are free from any known virus or bug, we will not be responsible for any loss or damage resulting from any attack by a third party on our systems,

any computer virus or any other malicious or technologically harmful material that may infect your computer equipment, computer programs, data, or other material due to your use of our Services.

- 25.5 We may record telephone conversations we have with you and store electronic communications between you and us, in accordance with our obligations under the FCA Rules, and you hereby specifically consent to this. You also specifically consent to such records being used in any arbitral or legal proceedings between us.
- 25.6 Where we have recorded a conversation we have had with you or stored an electronic communication between you and us in accordance with our obligations under the FCA Rules, we will make a copy of such recordings and/ or communications available to you on request for a period of five (5) years or, if required by the FCA, for up to seven (7) years.

## 26. Amendments

- 26.1 Subject to paragraph 26.2, we may amend these Terms at any time by providing you with 30 business days' written notice unless the amendments are required by Applicable Law.
- 26.2 We may amend the Fee Schedule at any time by providing you with 30 business days' written notice unless the amendments are required by Applicable Law.
- 26.3 Written notice shall be provided to you via the Public App or by email to the email address you have provided to us. You will be deemed to accept and agree to any and all amendments to these Terms that have been notified to you unless you notify us otherwise within 21 business days of the date on which we notify you. If you object to any of our amendments to these Terms, such amendments will not be binding on you, but we will suspend your Account with immediate effect and move to close your Account as soon as reasonably practicable. Any amended version of these Terms will supersede any previous version of any agreement(s) entered into between us and you.
- 26.4 We may discontinue or modify the Services or content of the Public App, or any portion thereof, at any time. You release and agree to indemnify and hold harmless us for any loss or damages arising from or relating to such discontinuation or modification. It is important that you keep your personal contact information up to date, so please let us know if any of your details change.

## 27. Cancellation Rights

- 27.1 After agreeing to invest with us, you are still entitled to cancel your Account within 14 calendar days. This is done by sending us a written notice of the cancellation to support@public.com. It may take up to 30 calendar days after having notified us of the cancellation (the "**Cancellation Period**") for us to cancel your Account.
- 27.2 If you cancel your Account, the Third Party Broker will liquidate the Broker Trading Account within the Cancellation Period and return the money from any sale to you. We bear no responsibility over any losses related to market conditions or price fluctuations throughout this process.
- 27.3 Please be aware that if the value of your investment(s) has fallen you will not get back the full amount you invested. You will also be liable for any costs we have to pay on your behalf in order to sell the investments.

## **28. Account Suspension**

- 28.1 We may close or suspend your Account or access to the Public App immediately, and end your access to the Public App, in certain circumstances including::
- 28.1.1 we identify that any of the personal information you have provided is false, misleading and / or incomplete;
  - 28.1.2 if we are notified that you know or suspect that anyone other than you knows your user identification code, password, or other account details;
  - 28.1.3 if we suspect that you are behaving fraudulently;
  - 28.1.4 if you have not given us (or someone acting on our behalf) any information we have requested or require, or we have good reason to believe that information you have provided is incorrect or not true;
  - 28.1.5 if you have breached these Terms or the Third Party Broker Agreement and you have not put the matter right within a reasonable time of us asking you to;
  - 28.1.6 if we believe that your use of the Public App is harmful to us or our software, systems, or hardware;
  - 28.1.7 if we believe that continuing to use your Account could damage our reputation or goodwill;
  - 28.1.8 we believe that your Account is being used for fraudulent and/or illegal purposes;
  - 28.1.9 if we have asked you to repay money you owe us and you have not done so within a reasonable period of time;
  - 28.1.10 if you have been declared bankrupt;
  - 28.1.11 you are not UK resident;
  - 28.1.12 any of the information or documentation provided by you or on your behalf in relation to your identity, financial standing and/ or source of funds is misleading, incomplete or inaccurate;
  - 28.1.13 if the Third Party Broker disables any of your Third Party Broker Accounts; and / or
  - 28.1.14 if we are required to do so under Applicable Law.
- 28.2 We may also decide to close or suspend your Account for other reasons at our absolute discretion. Where possible we would contact you via email at least 7 business days before we do this although in certain circumstances we may be required to take such actions without providing you with prior written notice. Where we do not notify you in advance of a suspension or restriction, we will notify you after the suspension or restriction has been imposed. We will remove the suspension and/ or the restriction as soon as practicable after the reasons for the suspension and/ or restriction no longer exist.

## 29. Termination

- 29.1 This contract is of unlimited duration and the Terms shall remain in full force and effect unless terminated in accordance with the provisions of this section.
- 29.2 You may terminate these Terms at any time upon providing written notice to us. To provide us with a written notice, you must email us at support@public.com. The termination will take effect from the date of receipt.
- 29.3 We may terminate these Terms without penalty at any time by giving you at least thirty (30) days' advance written notice.
- 29.4 We may also immediately terminate these Terms if any the following circumstances occur:
- 29.4.1 If you fail to provide, within a reasonable time, any information or documents we have requested or for the verification of your identity, source of funds and purpose of the transaction(s), or if you supply us with false, misleading or unsatisfactory information;
  - 29.4.2 you have breached these Terms;
  - 29.4.3 you are declared or it is acknowledged that you are insolvent or upon the filing of any proceeding (whether voluntary or involuntary) for bankruptcy, insolvency, or relief from your creditors;
  - 29.4.4 if we reasonably suspect that you have acted or will act fraudulently or in breach of Applicable Law in relation to the matters covered by these Terms; or
  - 29.4.5 where continuing to provide you with Services under these Terms would cause or would, in our reasonable opinion, be likely to cause us to be in breach of Applicable Law or expose us to action or censure from any government, regulator or law enforcement agency.
  - 29.4.6 it has been 365 calendar days since you last logged in to the Public App.
- 29.5 When these Terms are terminated, unless we agree with you otherwise, we will transmit to Public Investing instructions for the Third Party Broker to sell your investments and return the proceeds it receives as a result to you. Subject to circumstances beyond our control, the Third Party Broker will sell your investments as soon as practicable upon receiving your termination notice / our decision to exit you from our system.
- 29.6 If the value of your investment(s) has fallen you will not get back the full amount you invested. We also do not offer any refunds for payments already made to us.
- 29.7 Upon termination of your Account with us, each of the Public Investing Agreement and the Third Party Broker Agreement will also terminate.
- 29.8 If for whatever reason either the Public Investing Agreement or the Third Party Broker Agreement you have entered into is terminated, you must notify us immediately. In such circumstances, we may close your Account and terminate these Terms.
- 29.9 If Public UK, Public Investing or the Third Party Broker needs to terminate your Account we will:
- 29.9.1 make arrangements with another service provider, and we will tell you what that means to you; or

- 29.9.2 will suspend or close your account and tell you what that means to you.
- 29.10 We shall not be liable to you or any third party for the termination or suspension of the Service or the content, or any claims related to such termination or suspension.
- 29.11 When your Account is closed, the electronic documents, authentication credentials, device associations, identity certificates and verification documents related to your Account are deleted, except the data that is needed to provide Services to other Customers, comply with the Applicable Law or maintain the Services.

## **30. Complaints**

- 30.1 Public UK is committed to providing you with a first class service. If anything does go wrong, we aim to correct it quickly and efficiently. If we cannot resolve a problem immediately, we will contact you to tell you what we are doing about it.
- 30.2 If you wish to complain about any aspect of our service, please contact us by emailing [support@public.com](mailto:support@public.com) and we will provide you with a summary of our complaints process and procedures.
- 30.3 If we are unable to resolve your complaint to your satisfaction and you are an eligible complainant as defined by the Financial Conduct Authority (including but not limited to a natural person acting for purposes outside your normal trade, business or profession (i.e. an individual) or a small business), you can refer your complaint to the Financial Ombudsman Service within six months of the date we sent (or should have sent) our final response to you.
- 30.4 The Financial Ombudsman Service's contact details are:
- Financial Ombudsman Service  
Exchange Tower  
London, United Kingdom  
E14 9SR  
Tel: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)
- 30.5 You may also be entitled to compensation under the Financial Services Compensation Scheme (“**FSCS**”) in connection with Services provided to you under these Terms. The level of compensation depends on the type of business and the circumstances of your claim, and you are covered up to a maximum of £85,000 per person. Further details of the Financial Services Compensation Scheme are available from: [www.fscs.org.uk](http://www.fscs.org.uk).

## **31. Best Execution**

- 31.1 Where relevant and where our duty to obtain best execution applies, we will transmit Orders on terms which will lead to the best possible result for you, in accordance with our Best Execution Policy. We will provide you with information on our Best Execution Policy upon request. We may revise our Best Execution Policy from time to time and we will notify you if there are any material changes to it.

- 31.2 By entering into these terms, you consent to:
- 31.2.1 Public UK's order execution policy, which is available online (<https://public.com/disclosures>); and
  - 31.2.2 your Orders being executed outside a trading venue (as such term is defined in the FCA Rules).

Please note that Public UK's order execution policy may change over time.

## **32. Conflict of Interests**

- 32.1 We will always endeavour to act in your best interests as our client. However, circumstances can arise where we or one of our other clients may have some form of interest in business being transacted for you. If this happens or we become aware that our interests or those of one of our other clients conflict with your interests, we will write to you and obtain your consent before we carry out your instructions. We will also describe the steps we will take to ensure fair treatment.
- 32.2 We are under no obligation to:
- 32.2.1 disclose to you or take into consideration any fact, matter or finding which might involve a breach of confidence to any other person, or which comes to the notice of any of our directors, officers, employees or agents, where the individual(s) dealing with you have no actual notice of such fact, matter or finding; or
  - 32.2.2 account to you for any profit, commission or remuneration made or received by us from or by reasons of any Transactions or circumstances in which we have a material interest or where in particular circumstances a conflict of interest may exist.
- 32.3 We have a compliance department which is responsible for ensuring that our control structures and procedures are adequate to ensure compliance with all Applicable Laws. We are committed to operating in the best interests of our clients and managing conflicts of interest fairly. Where there is a conflict of interests, we will not knowingly act unless we have taken reasonable steps to ensure fair treatment for our clients.

## **33. Risks of Products**

- 33.1 It is very important to us that you understand the risks involved when making an investment and that you understand that your capital is at risk. You are aware the value of your investments may go up or down and that you may lose more capital than you initially invested. If you wish to learn more about investing, you can review our content library at <https://public.com/learn>, which offers educational information on a variety of topics. The above-mentioned content does not constitute investment advice. Our general description of the relevant risks can be found on our website at <https://public.com/disclosures>. The tax treatment of your Instruments will depend on your individual position and may be subject to change. We do not provide advice of any kind and we strongly recommend that you seek independent advice before investing.
- 33.2 Please note that there may be other risks in addition to those outlined above in relation to your investment, and there may be further risks that arise in the future.

#### **34. Third Party Service Providers**

- 34.1 You acknowledge that Public UK will often rely on third party service providers for important functions that are critical to carrying out its business.
- 34.2 You understand that third party service providers play a critical role in Public UK's Services, carrying out functions including, but not limited to, clearing, custody, execution of trades, payment processing, currency conversion, identity verification, cloud computing, consultancy services, among other services that may be modified from time to time.
- 34.3 You understand that Public UK may disclose personal information to third parties involved directly with your account in accordance with our Privacy Policy.
- 34.4 You acknowledge that Public UK may act as your agent directly with third parties if doing so is required to address any issues relating to your account.

#### **35. Indemnification and Liability**

- 35.1 You acknowledge and accept that the Public App operates as a forum intended to facilitate investment in Instruments and it does not make recommendations. We therefore make no promise or assurance, nor assume any liability, in respect of the performance of any of the Instruments available through the Public App.
- 35.2 You acknowledge that we will not be liable to you for any loss, financial or otherwise, that you suffer as a result of using the Public App, except as expressly set out in these Terms. In particular, and without limiting this clause 35.2, you agree that we will not be liable for any loss, financial or otherwise, that you suffer as a result of:
  - 35.2.1 Public UK carrying out or relying on any instructions or on any information provided or made available to us by you, any agent of you, Public Investing, or the Third Party Broker;
  - 35.2.2 any delays due to market conditions or changes in market conditions;
  - 35.2.3 any delayed receipt, non-receipt, loss or corruption of any information contained in any communication howsoever transmitted (including through the Public App) or for any breach of confidentiality resulting from email and/ or electronic communication or any consequential loss arising from either of the foregoing;
  - 35.2.4 Acts or omissions of Public UK that we reasonably believe are necessary or desirable in order to enable us to comply with applicable law; or
  - 35.2.5 Acts or omissions (including negligence, wilful default, fraud or insolvency) of any other person (including Public Investing and/or the Third Party Broker), unless otherwise specified in this Agreement.
- 35.3 This **clause 34** does not affect our liability for death or personal injury arising from our gross negligence, or fraud, neither of which can be excluded or limited under English law, or any liability we have to you arising under the regulatory system (as defined in the FCA Rules).
- 35.4 You also agree and acknowledge that our ability to provide the Services through the Public App is dependent on third parties continuing to provide their services in an available and uninterrupted manner. In the event that there is an interruption in their services, we may be

unable to carry out our Services through the Public App. We shall not be responsible, and shall accept no liability, for any disruption to the services that we provide under these Terms that are caused due to the unavailability of the services provided by Public Investing and/or the Third Party Broker.

- 35.5 The losses, costs and expenses, including but not limited to reasonable legal fees and expenses, incurred and payable or paid by us in the collection of or enforcement of an obligation outstanding and / or any unpaid fees or other payments relating to your Account with us, Public Investing, or the Third Party Broker or defence of any matter arising out of your transactions, shall be payable to us by you.

## **36. General**

### Death or Incapacity

- 36.1 If we receive a notification that you have died, we will suspend your Account as soon as possible and inform Public Investing and the Third Party Broker. The value of your Positions, and any funds remaining in your Broker Payment Account, may form part of your estate and, subject to us receiving appropriate confirmation from an executor or appropriate representative responsible for the management of your estate, we may act on the instructions given to us by such representatives. Any actions we take based on instructions received under a power of attorney will be subject to our stated fees and charges.
- 36.2 You should be aware that we are not liable to you for any loss or damage incurred by you in relation to your Positions whilst we await instructions from any of your representatives. These Terms shall continue in full force and effect after your death, until such time as your Account is closed and these Terms are terminated.
- 36.3 If you are deemed legally incapable of engaging with the Services, and we are provided with documentation to this effect, we will manage your Account in accordance with any instructions received under a power of attorney, until such time as the power of attorney is revoked or until the time of your death. Any actions we take based on instructions received under a power of attorney will be subject to our stated fees and charges.

### Third Party Rights

- 36.4 Any party who is not a party to these Terms cannot enforce the rights or enjoy the benefits of any of its provisions, in accordance with the Contracts (Rights of Third Parties) Act 1999.

### Entire Agreement

- 36.5 These Terms constitute the entire agreement between the parties to it and supersedes any prior agreement or arrangement in respect of its subject matter and:
- 36.5.1 neither party has entered into these Terms in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in these Terms;
- 36.5.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into these Terms and which is expressly set out in these Terms will be for breach of contract; and

36.5.3 nothing in this clause will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

#### Force Majeure

36.6 We shall not be liable to you for any delay or non-performance of our obligations under these Terms to the extent that our performance is interrupted or prevented directly or indirectly by any war, natural disasters, pandemic, government restrictions, terrorist acts, strikes or labour disputes, law, regulation, ruling or requirement of any government agency, exchange or market, disruption of communications (electronic or otherwise), or other act or condition beyond our reasonable control.

#### Governing law and Jurisdiction

36.7 These Terms and any non-contractual obligations arising out of or in connection with them, and all Transactions will be governed by and construed in accordance with English law.

36.8 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising in connection with these Terms and for such purposes we and you irrevocably submit to the jurisdiction of the English courts.

#### Partnership

36.9 Nothing in these Terms is intended to or will be used to establish any partnership or joint venture between the parties, nor authorise any party to make any commitments for or on behalf of any other party.

#### Severance

36.10 If, at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity nor enforceability of the remaining provisions of these Terms will in any way be affected or impaired.

#### Transfer Rights / Assignment

36.11 Public UK and you are the only parties to these Terms. You cannot assign or transfer any rights or obligations under these Terms to any other person without our written consent.

36.12 We may at any time assign or transfer any or all of our rights under these Terms upon providing you with prior written notice.

#### Waiver and delay

36.13 Any failure by us (whether continued or not) to insist upon strict compliance with any of the terms in these Terms shall not constitute nor be deemed to constitute a waiver by us of any of our or their rights or remedies.

36.14 If you have breached these Terms and we do not enforce our rights, or we delay enforcing them, this will not prevent us from enforcing those or any other rights at a later date.

### **37. Contact Us**

37.1 Please contact us by emailing [ukcompliance@public.com](mailto:ukcompliance@public.com) or [support@public.com](mailto:support@public.com) in case of questions about our processing of personal data, or about these Terms generally.