Public Holdings, Inc. API Policy

Public Holdings, Inc. and/or its affiliates (collectively, "**Public**") may, in Public's sole discretion, provide third parties ("**API Licensees**") with access to one or more of our application programming interfaces (collectively, the "**Public API**"). Using the Public API, those third-party API Licensees are able to make certain of the services and functionality of Public's mobile applications, websites, or technology (collectively, the "**Public Platform**") available via the API Licensees' products (such products, the "**Licensee Products**"). The Public API, together with the Licensee Products, are collectively referred to as the "**API Products**".

You may have the opportunity to allow an API Licensee to, using the Public API, access certain data regarding your investing or other accounts on the Public Platform. This API Policy ("**Policy**") applies to your use of such API Products.

You acknowledge that by clicking "I accept" or "Allow", or by otherwise using the API Products, (a) you authorize such API Licensee to access your Customer Data (as defined below) via the Public API, (b) you have read and understood this Policy, and (c) as a condition to your use of the API Products, you agree to be bound by this Policy and the terms set forth below.

1. You consent to the sharing of your data.

With your consent, you authorize Public to share certain Customer Data (as defined below) with API Licensees. At the time you authorize an API Licensee to use the Public API to access your Customer Data, you will have an opportunity to review the specific categories of Customer Data that the API Licensees are requesting access to via the Public API. Your consent allows the API Licensee to access, store and process such data as may be required by API Licensee to provide the API Products in accordance with the API Licensee's privacy policy and other user policies.

"Customer Data" means any personal or account information associated with any of the investing or other accounts that you have opened via the Public Platform, including, without limitation, (a) any brokerage account with Open to the Public Investing, Inc., a registered broker-dealer and member of FINRA & SIPC, (b) any brokerage account with Jiko Securities, Inc., a registered-broker dealer and member of FINRA & SIPC ("Jiko"), or (c) any cryptocurrency account with Bakkt Crypto Solutions, LLC ("Bakkt"). Customer Data shared through the Public API may include personal identifiers like account number or financial information such as account holdings and balances.

By using the API Products, you acknowledge that such API Products may employ security, policies, procedures, and systems of API Licensees which may or may not be less stringent and secure than Public's own policies, procedures and systems. You agree that your use of any API Products shall be subject to this Policy, in addition to any other agreements which you agreed to with respect to any such API Products and/or API Licensee(s). You understand and agree that any end user agreement that you executed (or execute) with any API Licensee is between you

and such API Licensee only, and not with Public; and such API Licensee, not Public, is solely responsible for such Licensee Product and the content contained therein. You understand and agree that the API Products may deliver data, including personal information, to Public, and that Public is authorized to receive and store such data consistent with Public's then-in-effect policies and procedures.

2. You understand that Public expresses no opinions about API Licensees or Licensee Products.

You understand that any opinions or recommendations expressed by API Licensees or Licensee Products are expressed solely by API Licensees and are not the opinions or recommendations of Public. The existence of any API Products and Public's consent to any connectivity between any Licensee Products and Public's API does not constitute (a) any recommendation by Public to invest in any security or utilize any investment strategy, (b) any representation, warranty, or other guarantee by Public as to the present or future value or suitability of any sale, trade, or other transaction involving any particular security or any other investments or (c) any endorsement of any Licensee Product. Public does not endorse any of the API Licensees or the Licensee Products and you should form your own opinions with respect to those vendors and services.

3. You agree to the following terms and conditions.

Without limiting the generality of any other terms in this Policy, you agree that:

- (a) Public shall not be liable for any losses realized for technical issues involving any API Products or API Licensee technology or product offerings (including system outages or downtime).
- (b) Public shall not be liable for any latency between the time data is submitted from the Public API to the Licensee Products, and vice versa, and for any actions you take based on such latent data.
- (c) Public is not responsible for the accuracy of any data, including Customer Data or market data, displayed on any API Products or otherwise made available by API Licensees.
- (d) Public shall not be responsible for any investment research provided by any API Licensee or any Licensee Products.
- (e) Public makes no representations, warranties or other guarantees as to the accuracy, timeliness or efficacy of any market data, information, or other functionality made available by any API Licensee or any API Products.
- (f) Your use of any of the API Products does not grant to you any title, ownership interest, or intellectual property rights that otherwise belong to Public.

You represent and warrant that:

(a) By virtue of utilizing any API Products, you consent to and accept any risk associated with Public's sharing of Customer Data with any API Licensee and shall not hold Public

or its respective officers, directors, or employees responsible for any losses resulting from the sharing of such Customer Data.

- (b) You agree that your use of any API Products or API Licensee's content, information, technology, or functionality is at your own risk.
- (c) You agree that Public may revoke any API Licensee or API Products' authorization at any time, for any reason, with or without cause and without prior notice to you.

You understand and agree to the following:

- (a) The API Products are provided "as is." Public is not responsible for, nor does it have control over, the API Products. Public makes no warranties (express, implied, statutory or otherwise) with respect to the API Products, and disclaims all warranties including but not limited to warranties of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, and quiet enjoyment, and any warranties arising out of any course of dealing or trade usage. Public does not warrant that the API Products will be uninterrupted, accurate, complete, timely, error free, or that any content will be secure or not lost or altered.
- (b) In no event will Public or its investors, directors, officers, employees, agents, successors or assigns be liable for (i) any damages arising out of or in any way related to your use of the API Products or (ii) any indirect, incidental, special, consequential or exemplary damages arising out of or in connection with the API Products or this Policy, including damages for loss of profits, goodwill, use, or data or other losses, even if Public has been advised of the possibility of such damages. These limitations shall apply only to the maximum extent permitted by applicable law. The foregoing limitations are essential to this Policy and Public would not offer the API Products to you under this Policy without these limitations.
- (c) In no event will Jiko, Bakkt or Apex Clearing Corporation (Public's clearing firm) (collectively, the "Third Parties"), and each of their respective investors, directors, officers, employees, agents, affiliates, successors or assigns bear any responsibility or liability to you for (i) any damages arising out of or in any way related to your use of the API Products or (ii) any indirect, incidental, special, consequential or exemplary damages arising out of or in connection with the API Products or this Policy, including damages for loss of profits, goodwill, use, or data or other losses, even if each has been advised of the possibility of such damages. All exculpation and liability limitation provisions in this Policy in favor of Public are made for the intended benefit of the Third Parties and may be relied upon, and enforced against you, by each of them as if each is a party to this Policy, each of them being express third party beneficiaries of such provisions.

This Policy may be amended from time to time without notice to you or consent from you.

Last Updated: October 15, 2024