

Generated Assets: Terms & Conditions

These Terms & Conditions ("Agreement") applies to the Generated Assets product, services, and features ("GenA" or "Services") offered by Public Advisors LLC ("Public Advisors") to you ("you" or "your").

BY ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS: (1) THIS AGREEMENT; (2) THE [GENERATED ASSETS DISCLOSURES](#); (3) THE [GENERATED ASSETS ACCEPTABLE USE POLICY](#); AND (4) THE [PUBLIC.COM TERMS OF SERVICE](#) ("GENERAL TERMS") (TOGETHER, THESE "TERMS").

These Terms govern your use and access of the Services and is a legally binding contract between you and Public regarding your use and access of the Services. In the event of a conflict between this Agreement and the General Terms, the conflicting provision in this Agreement will control. Capitalized terms not defined herein have the meaning given to them in the General Terms.

Public Advisors is a wholly-owned subsidiary of Public Holdings, Inc. ("Public Holdings"). Public Advisors, Public Holdings, and all their affiliates shall be referred to collectively as "Public," "us," or "we."

A. Generated Assets Overview

1. Description of Services

Generated Assets ("GenA") is an interactive analysis tool powered by artificial intelligence ("AI") and offered by Public Advisors. GenA's underlying AI technology, models, and agents enable the tool to: (a) interpret natural language inputs that you type into its interface; and (b) generate natural language outputs by analyzing a wide range of market data sources licensed by Public or that is otherwise publicly available online. Through GenA's interface, you can describe objective criteria and characteristics regarding the securities, companies, industries, and/or weights of your desired custom index. GenA's AI agents then will then research, filter, and compile an index of securities matching your criteria and characteristics ("GA Index"). Along with this list of securities, GenA will describe how your original natural language prompt was interpreted, the screening process that the tool applied, and how each security on the list aligns with your original criteria. Once you have constructed your custom GA Index, you can also use the tool to display the historical performance and metrics regarding this index and compare such performance against a standard benchmark index such as the S&P 500®. Finally, you can further refine your GA Index's composition and weights by continuing to type prompts and requests into GenA's natural language interface.

2. Input and Output

You may provide written input to the Services ("Input"), including, but not limited to, descriptions, requests, criteria, questions, data, or information. Based on the

Input, you may receive output generated and returned by the Services (“Output”), including, but not limited to, descriptions, answers, explanations, data, graphics, metrics, information, or lists/weights of a set of securities. Input and Output are collectively “Content.”

3. Acknowledgement by User. By using the Services and accepting this Agreement, you acknowledge and agree to the following:
- a. GenA is offered to you “**as-is**”, without warranty of any kind. GenA relies upon new, experimental, and rapidly-evolving generative AI, agentic AI, and large language model technology. Your use of the Services may result in Output that contains material inaccuracies and may not reflect correct, true, current, or complete information. Do not rely, or encourage others to rely, on any Output without independently evaluating and verifying its accuracy and appropriateness of use, including through human review of the Output. Do not rely on Output as financial, legal, or other professional advice and always consult with a qualified professional on such topics.
 - b. GenA is an ***interactive analysis tool***. Once you have constructed your GA Index, any Outputs returned by the Services regarding your GA Index (“Index Analysis”), including historical metrics regarding your GA Index or its underlying securities, represent hypothetical outcomes based on the GA Index you have selected and do not represent actual, individual outcomes. Your actual performance may vary. Historical performance is not indicative of future performance, and your individual results may vary over time. GenA and its Output, including Index Analysis, should be used for educational purposes only. Any Output, including Index Analysis and any default allocations or assumptions for purposes of generating the Index Analysis, should not be taken as an investment recommendation.
 - c. Nothing in these Terms or by virtue of your use of the Services shall be construed as investment, legal, or tax advice.
 - d. Information provided by GenA does not constitute information that addresses any specific person’s investment objectives, financial situation, or the needs of any person who receives or accesses GenA.
 - e. Nothing in these Terms or by virtue of your use of the Services shall be considered advice or as establishing an advisory relationship as a result of your receipt of access to GenA.
 - f. Neither these Terms nor your use of the Services shall be considered an offer or solicitation for the purchase or sale of any security to you.
 - g. Public is not responsible for any of your investment choices or for any losses resulting from your use of or reliance on the Services.

B. Eligibility

1. Registered Account. To use the Services, you must have a registered account (an "Account") on Public Holdings' mobile app or website (collectively, "Public Platform"). A user of the Services with an Account shall be deemed a "User."
2. Not a Securities Professional. You represent and warrant to us on a continuing basis that you qualify as a "Non-professional."

A "Non-Professional" means any natural person who uses the Services solely for their own personal, non-business use and who is not a "Securities Professional." A "Securities Professional" for these purposes includes an individual who, if working in the United States, is: (a) registered or qualified in any capacity with the Securities and Exchange Commission (the "SEC"), the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association, or self-regulatory body; (b) engaged as an "investment advisor" as that term is defined in Section 202 (a)(11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act); or (c) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require that individual to be so registered or qualified if they were to perform such functions for an organization not so exempt. A person who works outside of the United States will be considered a "Securities Professional" if they perform the same function(s) as a person who would be considered a "Securities Professional" in the United States.

Any use of the Services for business, professional, or other commercial purpose is not compatible with Non-Professional status, even if the commercial use is on behalf of an organization that is not in the securities industry. You undertake to continually assess your status as to whether you are a Non-Professional or whether you are a Securities Professional, and undertake to promptly notify us at support@public.com if your classification as a "Non-Professional" or a "Securities Professional" changes at any time whilst you have an Account. You acknowledge that we have provided you with access to the Services in reliance on your representations and warranties to us as to your status. You agree to indemnify Public for any fees, costs, losses, liabilities or expenses that Public may incur or suffer, directly or indirectly, in connection with any such representation or warranty being incorrect or inaccurate in any respect when given or repeated.

C. Account Security

1. Safeguarding Your Account. In order to set up and access your Account, you will be required to create or use existing security details, including an Account username and password. You are solely responsible for monitoring and safeguarding your Account and access to your Account. You are solely responsible for keeping your Account username, password, and other Account details safe, and for the safety and security of any electronic devices through which you access your Account (which may include your phone, tablet, computer, or any similar device) (a "Device"). This includes taking all reasonable steps to avoid the loss, theft, or misuse of such Device, for instance engaging available protections provided by your Device, such as passcodes, biometric login (such as via a fingerprint or a face-scan), or similar, and keeping your Account username, password, and other Account details safe and secret at all

times. Any loss or compromise of your Device, your email account, your Account username or password, or other security details, may result in unauthorized access to your Account by third parties.

2. Notification to Public. You agree to notify us immediately at support@public.com if you become aware of: (a) any loss, theft, or unauthorized use of your Account, Account username, password or other credentials, or of your Device; or (b) any other unauthorized use or access of your Account.

D. The Services

1. Ownership of Services. We own all rights, title, and interest in and to the Services. You do not receive any rights to the Services except as explicitly permitted herein.
2. Use of Services. You may access, and we grant you a non-exclusive right to use, the Services in accordance with these Terms. You will comply with these Terms and all applicable laws when using the Services, including any Input or Output related to the Services. You shall only use the Services for personal, non-commercial, non-business purposes.
3. Restrictions. You may not, and may not permit any other party to: (a) use the Services in a manner that violates any applicable laws; (b) use the Services in a manner that violates the [Generated Assets Acceptable Use Policy](#); (c) use the Services in a manner that infringes, misappropriates, or otherwise violates any party's intellectual property rights; (d) modify or create derivative works of the Services; (e) reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Services; (f) use the Services to develop machine learning models or other technology that compete with Public; (g) use any automated or programmatic method to extract data or output from the Services, including scraping, web harvesting, or web data extraction; (h) inaccurately represent that Output from the Services was human-generated; or (i) input any personal, confidential, or sensitive information, including names, phone numbers, addresses, emails, or birth dates.
4. Additional Restrictions. You shall not use the Services, including but limited to sharing or publishing any Content, for purposes of: (a) providing investment research or advice to others; (b) issuing reports or analyses of securities to others; (c) providing recommendations to others with regard to the purchase or sale of a security; (d) offering to sell or soliciting an offer to purchase any security from others; or (e) receiving or soliciting compensation from others.
5. Modification, Suspension, or Discontinuation. We reserve the right to temporarily or permanently modify, suspend, or discontinue the Services or your access to the Services at any time, in our sole discretion, without notice to you, and we will not be liable for any change to or any suspension or discontinuation of the Services or your access to them, to the maximum extent permissible under applicable law.

E. Content

1. Input. You represent and warrant that you have all rights that are necessary to allow you to submit the Input to the Services and for us to process such Input in accordance with our Terms. You also represent and warrant that your submission of Input will not violate these Terms, the [Generated Assets Acceptable Use Policy](#), or any laws applicable to the Input, including intellectual property laws and any privacy or data protection laws governing personal information. Except as expressly provided in Section E(5) below, you retain all right, title, and interest, including any intellectual property rights, that you have in and to your Input.
2. Feedback. You may elect to provide to us feedback, ideas, or suggested improvements ("Feedback"), through the Services or otherwise, regarding the Services or Content.
3. Personal Information. You agree to not submit any personal information to us as part of your Input. Personal information includes names, emails, addresses, birth dates, or other information that can be used to identify you or others.
4. Confidential or Sensitive Information. You agree to not submit any confidential or sensitive information to us as part of your Input.
5. License to Content and Feedback. You hereby grant Public a world-wide, irrevocable, royalty-free, perpetual, irrevocable, unrestricted, transferable, sub-licensable, and assignable license to use, copy, modify, adapt, prepare derivative works of, distribute, store, publish, and display your Content and Feedback for any purpose related to our business, including in connection with the provision, development, improvement, and marketing of our Services and other products, services, and technologies. You understand that such license shall be without any payment or credit to you.
6. Published Content
 - a. Certain features of the Services may include: (i) the ability for you to publicly share certain Content, including but not limited to your GA Index and Index Analysis, on the Public Platform, on certain social media platforms, or via a publicly-accessible link ("Published Content"); and (ii) the ability for you to view the Published Content of other Users.
 - b. Public does not guarantee the accuracy, integrity, appropriateness, availability, or quality of any Published Content, and under no circumstances will Public or any of its affiliates be liable in any way for any Published Content. Published Content is not investment advice created or provided by Public or any User, and does not constitute a recommendation to buy, sell, or hold any security by Public or any User. Public and its affiliates do not monitor, supervise, or endorse: (i) Published Content; or (ii) Users who share Published Content.
 - c. We do not pre-screen any Published Content. However, we reserve the right to remove, disallow, block, or delete your Published Content in our

sole discretion without prior notice to you. We further reserve the right, at our sole discretion, to disable your ability to share Published Content without prior notice to you.

7. Inaccuracies. GenA is offered to you “as-is”, without warranty of any kind. Your use of the Services may result in Output that contains material inaccuracies and may not reflect correct, true, current, or complete information. Do not rely, or encourage others to rely, on any Output without independently evaluating and verifying its accuracy and appropriateness of use, including through human review of the Output.
8. Use of Output. You understand, acknowledge and agree that:
 - a. Output is not investment research or advice.
 - b. Output is not a recommendation to buy or sell a security.
 - c. Output should not be solely relied upon to make investment decisions. Not only may the Output be inaccurate, but the Services do not consider all factors that may affect investment or other decision-making and does not account for individual goals, risk aversion, and/or other circumstances.
 - d. To the extent Output includes any market data, you understand that the price and value of any securities or other investments contained in the Output may fluctuate.
 - e. You must do your own research and must not rely on any Output to make decisions, including investment decisions. The securities in any Output may not be appropriate for all investors. The appropriateness of a particular investment will depend on an investor’s individual circumstances and objectives.
 - f. You are solely responsible for any investment decisions you make based on GenA’s output. Before investing in your GA Index, please carefully consider whether it is suitable for you based on your investment objectives, risk tolerance, and other individual factors.

F. Disclaimer of Warranties, Limitations of Liability, and Indemnification

- a. No Guarantees. We plan to continue to develop and improve the Services, but we make no guarantees or promises about how the Services operate or that they will function as intended. The Services are not error-free, may not work as expected, and may generate incorrect information. You should not rely on the Services and Output, and you should not use the Services and Output for advice of any kind.
- b. Disclaimer of Warranties. YOUR USE OF THE SERVICES AND OUTPUT IS SOLELY AT YOUR OWN RISK. THE SERVICES AND OUTPUT ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE

MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES AND CONTENT, AND DISCLAIM 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. WE DO NOT WARRANT THAT THE SERVICES OR OUTPUT WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, TIMELY, ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.

- c. Limitation of Liability. IN NO EVENT WILL WE OR OUR AFFILIATES, INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "PUBLIC PARTIES") BE LIABLE FOR: (I) ANY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE CONTENT; AND (II) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, THE CONTENT, OR THESE TERMS, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF THE PUBLIC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PUBLIC PARTIES' AGGREGATE LIABILITY FOR ALL OTHER DAMAGES UNDER THESE TERMS SHALL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE LIABILITY AROSE OR TWO HUNDRED DOLLARS (\$200). THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE FOREGOING LIMITATIONS ARE ESSENTIAL TO THESE TERMS AND WE WOULD NOT OFFER THE SERVICES TO YOU UNDER THESE TERMS WITHOUT THESE LIMITATIONS.
- d. Indemnification. You will defend, indemnify, and hold harmless us, our affiliates, and our personnel, from and against any claims, losses, and expenses (including attorneys' fees) arising from or relating to your use of the Services, including your Content in connection with the Services, and your breach of these Terms or violation of applicable law.

- G. **Modifications.** We may amend these Terms from time to time by posting a revised version on the app. Please check these Terms periodically for changes. If an update materially adversely affects your rights or obligations under these Terms, we will provide notice to you either by emailing the email associated with your account or providing an in-product notification. Those changes will become effective no sooner than 7 days after we notify you. All other changes will be effective immediately upon publication of the amended Terms. Your continued use of the Services after any change means you agree to such change.
- H. **Governing Law.** This Agreement is governed by New York law without regard to conflict of law principles.