

Investment Account Terms and Conditions GetGround Limited

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1. Background

- 1.1. GetGround Limited is a company incorporated in England and Wales with company number 12476549 and registered address at 1 Lyric Square, London, England, W6 0NB (“**us**”, “**we**” or “**our**”) and is registered with the FCA. You can check our status at any time by visiting the FCA’s website [here](#) and entering our name or FRN number 1005044.
- 1.2. GetGround Limited is an appointed representative of RiskSave Technologies Ltd, a company incorporated in England and Wales with company number 09930262 and registered office at 70 White Lion Street, London N1 9PP (“**RiskSave**”). RiskSave is authorised and regulated by the FCA and you can check their status at any time by visiting the FCA’s website [here](#) and entering their name or FRN number 775330. GetGround Limited is not directly regulated by the FCA but is permitted to carry on certain regulated activities which are overseen and monitored by RiskSave.
- 1.3. GetGround Limited is a wholly owned subsidiary of Terranova.Network Limited, a company incorporated in England and Wales with company number 11273793 and registered address at 1 Lyric Square, London, England, W6 0NB. Terranova.Network Limited, trading as GetGround, operates an online property investment platform through which GetGround Limited provides the Investment Account and Services (the “**GetGround Platform**”).
- 1.4. In this Agreement, “**you**” means an individual or company on the GetGround Platform with an Investment Account (“**Customer**”) and “**your**” shall be interpreted accordingly.
- 1.5. Where a Customer is a company (“**Investment Company**”) and is required to provide acceptance, assent or authority in relation to this Agreement, the director(s) of that Investment Company (“**Director**”), will be required to provide such acceptance, assent or authority and, where required, sign on behalf of that Investment Company in accordance with that Investment Company’s articles of association.

2. Accepting this Agreement

- 2.1. These terms and conditions (the “**Agreement**”) form the basis of the agreement between you and us in respect of the Services and provide you with important information about the Services offered by us through the GetGround Platform.

- 2.2. In this Agreement, capitalised words, expressions and rules of interpretation have the meanings ascribed to them in the Schedule (*Definitions and interpretation*).
- 2.3. This Agreement contains legally binding terms and conditions and so it is in your interests to read this Agreement carefully before using the Services. Please contact us as soon as possible if there is anything in this Agreement that you do not understand.
- 2.4. This Agreement is effective on the date you access the GetGround Platform and accept this Agreement and the Broker & Custodian Agreement (the “**Effective Date**”) and you will be bound by this Agreement and the Broker & Custodian Agreement from the Effective Date.
- 2.5. A copy of this Agreement and the Broker & Custodian Agreement will be available to you in your account on the GetGround Platform.
- 2.6. If you do not agree to this Agreement you must not use the Services available via the GetGround Platform for any purpose whatsoever.
- 2.7. This Agreement relates only to the provision of the Services by us to you through the GetGround Platform. Where we, or another member of the GetGround Group, provide additional services to you, those services will be governed by other terms and conditions as appropriate.

3. Important information about the Services

- 3.1. We provide a non-advised, execution only service with respect to your Orders in Investments which we transmit to the Broker & Custodian via the GetGround Platform. We do not offer any advice or provide you with any recommendations regarding the suitability or appropriateness of any Investments. As a result, you will not benefit from the protection of the FCA Rules on assessing appropriateness.
- 3.2. We may from time to time publish general or specific information or commentary on the GetGround Platform, our website, social media or through other communications with you. You agree this information is not, and should not be interpreted as, advice, and any decisions made in relation to any Orders submitted via the GetGround Platform is your sole responsibility.

- 3.3. If you are uncertain as to whether an Investment is appropriate for your individual circumstances or needs, or if you have any questions or concerns about any of the content of this Agreement or any of our other agreements or notices referenced in this Agreement, you should consult to the extent necessary your own legal, financial, regulatory, investment, tax, accounting and/or any other independent professional advisers before using the Services.
- 3.4. We may now or in future be required by Applicable Laws to obtain certain information on your knowledge and experience of certain Investments prior to you instructing an Order to determine, or to allow the Broker & Custodian to determine, whether or not such Investments are appropriate for you. Where we, or the Broker & Custodian, are subject to such obligations, we will inform you and request such information from you as we deem necessary in order to perform an appropriateness assessment. You acknowledge and agree that you will provide all such information as may be reasonably requested by us for the purposes of us, or the Broker & Custodian, conducting such assessment. If you do not provide such information, we are under no obligation to execute any Orders in such Investments and we may refuse to do so.
- 3.5. Trading financial investments, including the Investments, involves an element of risk. The value of your investment may fall as well as rise and you may get back less than your initial investment, and in some cases, you may lose your entire initial investment. Past performance of an Investment is not an indication of its future performance. We give no warranty as to the performance of the Investments or any associated transaction. Capital at risk. Further details on these risks are set out in our risk disclosure which can be found in our 'Investment Pot Key Features and Risks' document which can be found [here](#) ("**Risk Disclosure**"). Before using the GetGround Platform to submit Orders in relation to Investments, you should have read and understood the risks detailed in our Risk Disclosure.
- 3.6. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should ensure that your personal finances are suitable for engaging in the buying and selling of Investments, and that you have the ability to bear any losses that may arise from your trading activity. You should not rely on being able to generate profits to pay down or relinquish any credit or financing you have arranged for the purposes of buying and selling Investments. You should not enter into any borrowing agreements in order to fund your purchase of Investments via the GetGround Platform.

- 3.7. When you provide an Order to us through the GetGround Platform, we will assume that you:
 - 3.7.1. have considered the risks associated with any particular Investment;
 - 3.7.2. deem it suitable or appropriate for your individual circumstances or needs; and
 - 3.7.3. have obtained your own legal, financial, regulatory, investment, tax, accounting and/or other independent professional advice where necessary.
- 3.8. You agree that we will not have any liability of whatever nature arising from any loss or damage as a result of the performance of your Investment.

4. Customer classification

- 4.1. We will categorise you as a Retail Client under the FCA Rules, and you acknowledge and agree that you are a Retail Client. As such, you will benefit from the protections afforded to Retail Clients under the FCA Rules.
- 4.2. If you are unsure as to whether you are classified as a Retail Client for the purposes of the FCA Rules, you should seek professional advice from a specialised advisor prior to making any investment decisions.

5. Arrangement with the Broker & Custodian

- 5.1. WealthKernel Limited a company incorporated in England and Wales with company number 09686970 and registered address at 41 Luke Street, London, United Kingdom, EC2A 4DP (the “**Broker & Custodian**”) is authorised and regulated by the FCA and you can check their status at any time by visiting the FCA’s website [here](#) and entering their name or FRN number 723719.
- 5.2. We have entered into an agreement with the Broker & Custodian under which the Broker & Custodian has agreed to provide execution, custody, trading, settlement and associated services for our customers (the “**WealthKernel Agreement**”).
- 5.3. The provision of any Services through the GetGround Platform is conditional upon your prior acceptance of the agreement with the Broker & Custodian (the “**Broker & Custodian**”).

Agreement”) who will be acting as your broker, custodian for the Investments and be responsible for safeguarding your Cash. You should ensure that you read the Broker & Custodian Agreement carefully as it will govern the basis on which the Broker & Custodian will provide their services to you.

- 5.4. We are not a party to the Broker & Custodian Agreement. We will not be liable to you for any losses that you may suffer pursuant to the Broker & Custodian Agreement or as a result of any act or omission of the Broker & Custodian or any third party brokers or custodians they use may.
- 5.5. Please note that this Agreement and the Broker & Custodian Agreement are conditional on each other and termination of one of them will result in termination of the other.
- 5.6. You acknowledge and agree that we are appointed and authorised to act as your agent and give instructions to the Broker & Custodian on your behalf and provide information concerning you to the Broker & Custodian and the Broker & Custodian shall be entitled to rely on any such instructions or information without further enquiry.
- 5.7. You acknowledge and agree that pursuant to the Broker & Custodian Agreement:
 - 5.7.1. the Broker & Custodian is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your Investment Account to meet your settlement or other obligations to the Broker & Custodian;
 - 5.7.2. the Broker & Custodian does not provide investment advice or offer any opinion regarding any investment referred to or contemplated under this Agreement;
 - 5.7.3. the Broker & Custodian may appoint nominees and custodians (whether in the United Kingdom or overseas), to hold investments held in custody and that the Broker & Custodian may also appoint sub-custodians (including sub-custodians overseas), being qualifying custodians for the purposes of the FCA Rules, to hold investments for your account on such terms as the Broker & Custodian considers appropriate; and
 - 5.7.4. the Broker & Custodian may use any intermediate brokers and agents, including intermediate brokers and agents outside the United Kingdom, to execute bargains and pass money and investments held for your account to

such broker or agent. In the case of intermediate brokers and agents outside the United Kingdom, the legal and regulatory regime applying to such intermediate broker or agent will be different from that of the United Kingdom and, in the event of a default of such intermediate broker or agent, such money or investments may be treated differently from the position which would apply if the money or investments were held by an intermediate broker or agent in the United Kingdom.

6. Onboarding

- 6.1. For us to provide the Services to you, you must be a UK tax resident. We shall treat the address which you provide to us when signing up to the Services as your permanent address for tax residency purposes.
- 6.2. We have legal obligations to verify your identity and, if applicable, the identities of the Director(s) and any shareholders of an Investment Company (the “**Shareholders**”) and to obtain certain information in order to comply with the Applicable Laws, including anti-money laundering laws and regulations.
- 6.3. As part of the onboarding process, we or another member of the GetGround Group may request certain information from you so that we can, for example, perform fraud checks, sanctions checks, anti-money laundering checks, screen our users against ‘Politically Exposed Person’ and international sanctions’ lists and comply with Applicable Laws. We will also collect and process your information for these purposes. We may use a third party provider as part of these processes and may be required to disclose your personal information to credit reference and fraud prevention or financial crime agencies.
- 6.4. You acknowledge and agree that:
 - 6.4.1. you will provide us with all information, documents or clarifications to information or documents which you have provided to us, which we may reasonably request from you from time to time for the purposes of verifying the necessary information you have provided to us as part of the process of opening an Investment Account or as required under Applicable Laws, including as required by anti-money laundering laws and regulations; and

- 6.4.2. we may make and hold a record of this information as required by Applicable Laws.
- 6.5. Any information you share with us in connection with the Services may be shared with the Broker & Custodian as reasonably required, for example, in order to allow the Broker & Custodian to comply with Applicable Laws, including anti-money laundering laws and counter terrorist funding regulations.
- 6.6. You also acknowledge and agree that the Broker & Custodian may request additional information from you for the purposes of conducting its own identity and verification checks in accordance with Applicable Laws.
- 6.7. You agree that any information you submit to us about yourself, during the onboarding process is true, accurate, current, complete and not misleading. If any information which you have provided to us is no longer true, accurate, current, complete or is misleading, you should notify us, in writing, as soon as possible.
- 6.8. If you do not provide us with the required information, or if you provide inaccurate, incomplete or misleading information, or, at our sole discretion we determine that the information you have provided puts us at risk of breaching Applicable Laws we may decline to allow you to open an Investment Account with us. If you already have an Investment Account, your Investment Account may be suspended or restricted in accordance with Clause 21 (*Suspension*).
- 6.9. We will be unable to provide you with the Services or an Investment Account if we are unable to verify your identity for any reason or our customer due diligence process cannot be completed.
- 6.10. You agree that we may exercise our rights under this Clause 6 both during the onboarding process and at any other time and as often as we consider reasonably necessary.

7. Your Investment Account

- 7.1. Once the information you have provided has been verified and you have completed our onboarding process, you will receive an Investment Account that will be available via the GetGround Platform.

- 7.2. We reserve the right in our absolute discretion to refuse your application for an Investment Account without providing any reason for our decision.
- 7.3. If you are an Investment Company, any person who accesses your Investment Account on your behalf must have sufficient authority to do so.
- 7.4. You are solely responsible for ensuring the safe keeping of any passwords or security credentials connected to your Investment Account and the GetGround Platform and we are not responsible for anything that happens on your Investment Account as a result of a person accessing your Investment Account through a failure to keep your password and security credentials safe. You must not disclose your passwords or security credentials to any third party.
- 7.5. You accept full responsibility for any actions taken by anyone in relation to the Services, as well as the services provided by the Broker & Custodian, where you have provided that person with your Investment Account details.
- 7.6. Unless you have informed us otherwise, we are entitled to treat every action taken via your Investment Account, including any Order or instruction to the Broker & Custodian, as an action authorised and undertaken by you.
- 7.7. If you:
- 7.7.1. know or suspect that anyone other than you knows your password or security credentials connected to your use of your Investment Account and the GetGround Platform;
 - 7.7.2. believe that your Investment Account has been compromised; and/or
 - 7.7.3. do not recognise activity on your Investment Account,
- you must notify us immediately through gethelp@getground.co.uk. You agree that we may share such notification with the Broker & Custodian.

8. Using the GetGround Platform

- 8.1. The Services and your Investment Account are available through the GetGround Platform and you must access this in order to initiate any Order.
- 8.2. We may provide you with various market data, key investor information on Investments, indicative prices and other information about Investments to enhance your use of the GetGround Platform. This market data may include historical data about prices of Investments, industry and sector trends and analysis on various companies and Investments. Any prices are provided by third parties and we have no control over them. Key investor information on Investments, is prepared by third parties and not us.
- 8.3. Past performance is not a reliable indicator of future performance. In no circumstances should any of the information on the GetGround Platform be construed or interpreted as us giving you advice or providing you with a recommendation of any kind. We do not take any responsibility for the accuracy or completeness of any market data, key investor information on Investments, indicative prices or other such information provided to you via the GetGround Platform, and we are not liable to you for any actions taken by you or not taken by you as a result of your use of any such information.
- 8.4. 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 GetGround Platform 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 in fact transmitted to the Broker & Custodian and then executed by the Broker & Custodian. In some circumstances, your Order may be executed at a 'better' price and in other circumstances it may be executed at a 'worse' price than the price quoted to you via the GetGround Platform. If your Order is executed at a 'worse' price than the price of the Investment at the time you submitted the Order, we have no liability to you to provide you with the difference in those prices.
- 8.5. While we have taken reasonable steps to ensure the accuracy, availability, correctness and completeness of the information contained on the GetGround Platform:
 - 8.5.1. we do not promise that the GetGround Platform or any content, document or feature will be error-free or uninterrupted, or that any defects will be corrected or that your use of the Services will provide any specific results; and

- 8.5.2. the material and information on the GetGround Platform or provided through the Services could include technical inaccuracies or typographical errors. The GetGround Platform, your Investment Account and our Services are delivered on an 'as-is' and 'as-available' basis.

9. GetGround Platform availability

- 9.1. We aim to make the GetGround Platform available to you on a continuous basis, however we cannot guarantee that the GetGround Platform will be available at all times and there may be instances where you cannot submit Orders and monitor your Positions.
- 9.2. We may modify, suspend or discontinue, temporarily or permanently, the GetGround Platform with or without notice. We reserve the right, at any time and for any reason, to discontinue, redesign, modify, enhance or change the GetGround Platform including without limitation the structure, specifications, look and feel, navigation, features and other elements of the GetGround Platform or any part of it. We will not be liable to you for any modification, suspension or discontinuance of the GetGround Platform.
- 9.3. Where the GetGround Platform 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.
- 9.4. You agree and acknowledge that our ability to provide the Services through the GetGround Platform 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 GetGround Platform.
- 9.5. We shall not be liable to you for any loss or damage which arises from the GetGround Platform being unavailable for whatever reason or for any disruption to the Services that are caused due to the unavailability of the services provided by any third party, including the Broker & Custodian.
- 9.6. It is your responsibility to ensure that you are able to access the GetGround Platform from an appropriate device. You should be aware that connectivity to the GetGround Platform 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.

10. Acceptable use and restrictions

- 10.1. Your use of the GetGround Platform and the Services must at all times comply with this Agreement and Applicable Laws.
- 10.2. You are not permitted to use any algorithms or electronic trading programs or systems in connection with your submission of Orders via the GetGround Platform.
- 10.3. We reserve the right to take any action we deem appropriate if we reasonably believe you have breached this Clause 10. This action may include but is not limited to, refusing to act on your instruction and actions and your Investment Account may be suspended or restricted in accordance with Clause 21 (*Suspension*). We are not obliged to give you any reason for our actions in this regard nor are we liable for any loss you may incur as a result of refusing to act in such circumstances.

11. Your obligations

- 11.1. When you apply to obtain an Investment Account and during the term of this Agreement you acknowledge, represent and warrant, as applicable, that:
 - 11.1.1. you are eligible to open an Investment Account and have full power and capacity to apply for an Investment Account and to enter into and perform this Agreement;
 - 11.1.2. if you are an individual, you are at least 18 years of age;
 - 11.1.3. if you are an individual, you are acting on your own behalf;
 - 11.1.4. you shall comply with all reasonable requests for information from us;
 - 11.1.5. the information and documents you provide to us in connection with this Agreement are true, accurate, current, complete and not misleading and you acknowledge that we and our representatives may rely on such information and documentation for all purposes in respect of this Agreement and the provision of the Services;

- 11.1.6. you shall not upload or transmit any malicious code to the GetGround Platform or otherwise use any electronic device, software, algorithm and/or dealing method or strategy to manipulate any aspect of the GetGround Platform;
 - 11.1.7. you shall use the GetGround Platform, your Investment Account and our Services in accordance with this Agreement and with all Applicable Laws;
 - 11.1.8. you have read and understood our privacy policy which can be found [here](#) (“**Privacy Policy**”) and will comply at all times with applicable data protection laws;
 - 11.1.9. by using the GetGround Platform, you are responsible for your own investment decisions and have sufficient knowledge and experience to make those decisions and understand the risks associated with making such investments;
 - 11.1.10. you shall execute and deliver such documents and perform such acts as may be reasonably required by us for the purpose of giving full effect to this Agreement, the Broker & Custodian Agreement and the Services; and
 - 11.1.11. you are the sole and beneficial owner of all money, cash, investments or other assets of any nature transferred to your Investment Account or held by the Broker & Custodian, their nominees and sub-custodians and such money, cash, investments or other assets of any nature are free and clear of any lien, charge or other encumbrance and that you will not charge, assign or otherwise dispose of or create any interest in such money, cash, investments or other assets of any nature.
- 11.2. You covenant and agree to notify us, in writing, immediately if:
- 11.2.1. there is any change in any information concerning you that might reasonably be expected to affect our provision of the Services to you, including (as applicable):
 - (a) change of address or contact details;
 - (b) change of any key corporate information, including, the details or identity of a Director or Shareholder; and
 - (c) change of authorised personnel with access and responsibility for your Investment Account;

- 11.2.2. if you believe or have reason to believe that you have breached this Agreement;
- 11.2.3. you (if an individual), a Director or Shareholder (as applicable) become subject to FATCA; or
- 11.2.4. you are subject to an Insolvency Event.

12. Services

- 12.1. Upon you completing the onboarding checks as specified in this Agreement, we will provide the following services (the “**Services**”):
 - 12.1.1. provide the functionality via the GetGround Platform to allow you to submit Orders to the Broker & Custodian; and
 - 12.1.2. display information about your holdings of Cash and Investments held with the Broker & Custodian via the GetGround Platform.
- 12.2. You accept and acknowledge that where we provide you with the ability to pass instructions and submit Orders to the Broker & Custodian, we are not responsible for the completion of those matters or anything that takes place under the Broker & Custodian Agreement.
- 12.3. The Services will involve us arranging deals in investments pursuant to article 25(1) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 and arranging safeguarding and administering investments pursuant to article 40 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

13. Orders

- 13.1. An order is an instruction from you via the GetGround Platform to either buy or sell a particular Investment which we then transmit to the Broker & Custodian (an “**Order**”).
- 13.2. You may elect to automate your submission of certain Orders by submitting Repeat Buy Orders (if available).

- 13.3. Repeat Buy Orders are subject to the same conditions as any Order and are also subject to the additional following conditions:
 - 13.3.1. you must choose the time period over which the Repeat Buy Order is placed and available time periods are provided in the GetGround Platform. In case of weekly and monthly Repeat Buy Orders (if available), you must choose a day or date upon which the Repeat Order is placed and carried out;
 - 13.3.2. if you have chosen a day or date on which the market is closed, the Repeat Buy Order shall be placed on the next day on which the market is open; and
 - 13.3.3. if your GetGround Account does not hold a sufficient balance to pay for a given Repeat Buy Order, including any fees and/or charges in respect of such Order (if applicable), that particular Repeat Buy Order will be skipped but this will not affect the next scheduled Repeat Buy Order.
- 13.4. We reserve the right to make changes to the functionality and features of Repeat Buy Orders, including the right to cancel certain Repeat Buy Orders that we no longer support and limit the days or dates available to set up a Repeat Buy Order.
- 13.5. We have sole discretion over the types of Orders that we allow you to make via the GetGround Platform. While other types of orders may be permitted under the Broker & Custodian Agreement, those orders may not be placed through the GetGround Platform. The Broker & Custodian will only accept Orders that it receives via the GetGround Platform. Order types for some Investments may be limited, depending on the characteristics of the Investment.
- 13.6. Other types of Order, such as limit orders and stop orders, may become available in future and we will update this Agreement when this takes effect. At that time we will decide the types of Orders that we are prepared to make available to you via the GetGround Platform.
- 13.7. You must direct all enquiries regarding your Investment Account and any Orders to us and not to the Broker & Custodian. The Broker & Custodian does however reserve the right to contact you directly and obtain instructions or information from you if the Broker & Custodian reasonably determines that such action is necessary to protect your interests or the interests of the Broker & Custodian.

- 13.8. You acknowledge and agree that we are entitled to disclose information about you and your Orders and Investments as may be required under Applicable Laws. Any information we obtain about your Orders and Investments as a result of your use of the GetGround Platform shall be our sole and exclusive property.

14. Submitting, cancelling and accepting Orders

- 14.1. Orders may only be submitted via the GetGround Platform and must relate to the Investments that are available via the GetGround Platform from time to time. We have sole discretion as to the Investments that we make available to you via the GetGround Platform and we may add or remove any Investment at any time.
- 14.2. We will handle any Orders you submit via the GetGround Platform in accordance with our order handling and best execution policy which can be found [here](#) (“**Order Handling and Best Execution Policy**”) which you should read in full before submitting an Order and by submitting an Order you are deemed to consent to the Order Handling and Best Execution Policy.
- 14.3. If you are an Investment Company, you acknowledge and agree that your Directors and/or Shareholders have the authority to submit Orders on your behalf.
- 14.4. By depositing money in your Investment Account in accordance with Clause 16 (*Deposits*) you are submitting an Order to buy an Investment.
- 14.5. By withdrawing money in your Investment Account in accordance with Clause 17 (*Withdrawals*):
- 14.5.1. in the event that your withdrawal request is equal to or less than your Cash balance, you are withdrawing Cash; or
 - 14.5.2. in the event that your withdrawal request exceeds your Cash balance, you are (i) submitting an Order to sell an Investment which is sufficient to satisfy your withdrawal request, and (ii) then withdrawing Cash.
- 14.6. 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 Investment.

- 14.7. By submitting an Order, you are entering into a binding commitment to buy or sell an Investment and you should therefore ensure that before you have submitted any Order you:
 - 14.7.1. have inputted the correct values;
 - 14.7.2. are certain that you wish to go ahead with that Order;
 - 14.7.3. are willing and able to enter into a binding commitment to buy or sell an Investment when you submit your Order; and
 - 14.7.4. understand how this Agreement, the Broker & Custodian Agreement, the Best Execution Policy and the Risk Disclosure apply to that Order.

- 14.8. From time to time other restrictions may apply to submitting Orders dependent upon Applicable Laws, regulatory requirements and market conditions, including:
 - 14.8.1. trading restrictions imposed by regulators on certain Investments;
 - 14.8.2. trading restrictions imposed by regulators on us;
 - 14.8.3. trading restrictions imposed by the Broker & Custodian on us; or
 - 14.8.4. trading restrictions imposed by RiskSave on us.

- 14.9. We have sole discretion on whether or not an Order submitted by you is communicated to the Broker & Custodian.

- 14.10. If we reject an Order, we will not have to explain to you why that Order has been rejected, but we will notify you if any of your Orders are rejected.

- 14.11. You can only cancel or withdraw an Order with us before we communicate your Order to the Broker & Custodian, after which time any cancellation or withdrawal would be subject to the Broker & Custodian Agreement. You cannot cancel an Order once it has been executed. Due to the speed of order execution, a cancellation request might not arrive in time to cancel previously submitted Orders. We will not be liable to you for any loss or damage which arises where an Order cannot be cancelled or withdrawn for any reason.

14.12. There may be circumstances in which we or the Broker & Custodian are required by a third-party, such as by the underlying market on which an Investment is listed or by a regulatory authority, to cancel your Order. In such circumstances, we will seek to notify you of any such request and you agree that you will use all reasonable endeavours to cooperate with us and, to the extent necessary, the Broker & Custodian to comply with any such request relating to the cancellation of your Orders, including in relation to the taking of all actions that may be communicated to you by us to comply with any request from a third-party in relation to your Orders.

14.13. The Broker & Custodian shall only accept Orders concerning your Investment Account via the GetGround Platform and not directly from you. The Broker & Custodian maintains various risk limits and tolerances that govern whether or not it will accept an Order under the Broker & Custodian Agreement, and we have no control over such procedures.

15. Execution of Orders

15.1. If we accept your Order, we will use all reasonable endeavours to transmit it to the Broker & Custodian for execution or onward transmission for execution. We are not responsible for the execution of the Orders that you submit via the GetGround Platform and we are not liable to you for any loss or damage incurred between the time an Order is submitted and when it is executed by the Broker & Custodian, unless such loss or damage arises as a result of our fraud or wilful default.

15.2. How your Orders are executed is described in the Broker & Custodian Agreement and the Broker & Custodian's best execution policy which can be found on its website [here](#) ("**Broker & Custodian Best Execution Policy**") which you should read in full before submitting an Order via the GetGround Platform and by submitting an Order you are deemed to consent to the Broker & Custodian Best Execution Policy.

15.3. We will not hold or transmit any of your funds ourselves, but rather we will transmit your Orders regarding Investments to the Broker & Custodian upon receiving your Order. The Broker & Custodian will then be responsible for execution, or onward transmission for execution.

15.4. Once we have transmitted your Orders to the Broker & Custodian, we cannot guarantee that the Broker & Custodian will accept your Order and we cannot control when and how the Broker & Custodian will execute your Orders which is instead governed by the Broker

& Custodian Agreement.

- 15.5. After your Orders have been accepted and executed, your Investments and Cash will be held by the Broker & Custodian in accordance with the Broker & Custodian Agreement. The Broker & Custodian will be custodian for the Investments and be responsible for safeguarding your Cash. We do not hold your Investments after you acquire them nor do we hold your Cash.
- 15.6. We will inform you as soon as reasonably practicable if the Broker & Custodian does not execute an Order submitted by you.

16. Deposits

- 16.1. You can submit an Order to buy an Investment by depositing money in your Investment Account from your GetGround Account.
- 16.2. When you wish to submit an Order to buy an Investment you must ensure you have sufficient money in your GetGround Account to purchase that particular Investment and, if applicable, to pay any fees, charges, taxes or duties which may be incurred in connection with that Investment.
- 16.3. An Order can be only made (i) with money in your GetGround Account and not from any other bank or business account, and (ii) via the GetGround Platform.
- 16.4. Following execution of an Order to buy an Investment, the relevant Investment and any Cash will be reflected in your Investment Account.

17. Withdrawals

- 17.1. Where you wish to sell an Investment you must do so through the GetGround Platform.
- 17.2. In the event that you sell a particular Investment and there are proceeds due to you from that sale, any sale proceeds will be credited into your Investment Account and, as a default, will then be automatically transferred to your GetGround Account.
- 17.3. It may take up to four (4) Business Days to withdraw any sale proceeds in connection with the sale of an Investment, unless you have pending transactions which may increase this

timeframe.

- 17.4. It may take up to two (2) Business Days to withdraw any Cash from your Investment Account, unless you have pending transactions which may increase this timeframe.
- 17.5. You will not be able to request a withdrawal from your Investment Account if there are any incomplete withdrawal requests.

18. Dividend payments and voting rights

- 18.1. If there are any dividend payments made on your Investments that are due and payable to you, the Broker & Custodian may hold such sums as permitted under the Broker & Custodian Agreement.
- 18.2. The Broker & Custodian may decide at its discretion whether to procure the exercise of any voting rights attaching to your Investments as permitted under the Broker & Custodian Agreement.

19. Reporting

- 19.1. You will be able to view on the GetGround Platform what Orders have been executed for your Investment Account by the Broker & Custodian and therefore what you hold in your portfolio of Investments.
- 19.2. We will not be responsible for any reports or other information provided by the Broker & Custodian to you. Any inaccuracies or omissions will be the sole responsibility of the Broker & Custodian.

20. Fees

- 20.1. Details of our fees and charges for our Services are outlined in our fees policy which can be found [here](#) (“**Fees**”).
- 20.2. You acknowledge and agree that you, and if applicable your Shareholders and/or Directors, are wholly liable for the Fees and will pay our Fees for the relevant Services.

- 20.3. Fees charged in connection with the Services will first be deducted from any Cash in the Investment Account and transferred to us. If insufficient Cash is available in the Investment Account, the Broker & Custodian will sell the Investments required to settle the Fees and transfer (i) sale proceeds equal to the Fees to us, and (ii) any surplus sale proceeds will be credited as Cash in the Investment Account. You authorise the Broker & Custodian to sell your Investments, make the payment of Fees to us on your behalf and transfer credit any sale proceeds to your Investment Account in accordance with this Clause 20.3.
- 20.4. If applicable, any taxes charged in connection with your Orders will be debited from your Investment Account by the Broker & Custodian once your Orders have been executed and you authorise the Broker & Custodian to make such deductions.
- 20.5. You acknowledge and agree that you are wholly responsible for:
- 20.5.1. any taxes or duties, local or international, which are incurred as a result of your Orders and your use of the Services and that such taxes or duties may not be imposed at the time of purchasing the Investment, 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; and
 - 20.5.2. any fees incurred in the transfer, deposit or withdrawal of any funds to and from your Investment Account and your GetGround Account.
- 20.6. We may in certain cases decrease or waive the Fees we charge. Such actions cannot be construed as permanent changes in the pricing for our Services, unless we specifically communicate so, and does not provide a legitimate expectation to pay decreased Fees or no Fees in the future.

21. Suspension

- 21.1. We reserve the right to restrict or suspend our Services, your Investment Account or access to the GetGround Platform immediately and without notice if:
- 21.1.1. your Shareholders and/or Directors have changed without you notifying us (if applicable) or we identify that the Investment Account is used to another person's benefit other than you, your Shareholders and/or Directors (as

- applicable);
- 21.1.2. you provide notice to us pursuant to Clause 7.7 (*Your Investment Account*);
- 21.1.3. we reasonably believe that:
 - (a) any of the information you have provided is false, misleading, incorrect, untrue, materially changed and/or incomplete;
 - (b) you have breached Clause 10 (*Acceptable use and restrictions*);
 - (c) you are in breach of Applicable Laws and/or are involved in any money laundering, fraudulent activity, market abuse or other unlawful activity;
 - (d) you are seeking to use your Investment Account to manipulate or to induce others (whether alone or in concert with other persons) to manipulate the market relevant to the Investments you hold;
 - (e) your use of the GetGround Platform is harmful to us or our software, systems or hardware; or
 - (f) your use of the Services or the Investment Account could damage our reputation or goodwill;
- 21.1.4. you fail to respond to our reasonable requests for information, including but not limited to information required for further due diligence;
- 21.1.5. you breach (or we reasonably suspect that you have breached) any term of this Agreement or the Broker & Custodian Agreement;
- 21.1.6. the Broker & Custodian suspends your Investment Account pursuant to the Broker & Custodian Agreement;
- 21.1.7. any amount payable to us by you has not been paid within 30 days of its due date;
- 21.1.8. we stop providing our Services;
- 21.1.9. you are subject to an Insolvency Event; or
- 21.1.10. we are required to do so by Applicable Laws.
- 21.2. We will take reasonable steps to provide you with appropriate notice if we restrict or suspend our Services, your Investment Account or access to the GetGround Platform.

However, there might be times when we are required to take such actions without notifying you in advance. We will do this, for example, if we reasonably believe that there is a security or regulatory risk or when we are required to do so by Applicable Laws.

22. Termination

- 22.1. This Agreement shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with this Clause 22.
- 22.2. You may cancel this Agreement up to 14 calendar days after the Effective Date (the “**Cancellation Period**”) by written notice via email at notices@getground.co.uk or via the GetGround Platform.
- 22.3. You may terminate this Agreement at any time after the Cancellation Period and for any reason by giving us at least 30 days’ prior written notice via email at gethelp@getground.co.uk or via the GetGround Platform.
- 22.4. We may terminate this Agreement at any time for any reason by giving you at least 30 days’ prior written notice via email or via the GetGround Platform.
- 22.5. We may also immediately terminate this Agreement, if any of the following circumstances occur:
- 22.5.1. we have restricted or suspended our Services, your Investment Account or access to the GetGround Platform in accordance with Clause 21 (*Suspension*);
 - 22.5.2. you have repeatedly breached any of the terms of this Agreement or the Broker & Custodian Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this Agreement or the Broker & Custodian Agreement;
 - 22.5.3. if the Broker & Custodian terminates the WealthKernel Agreement for provision of our Services to you;

- 22.5.4. the Broker & Custodian Agreement is terminated, whether by you, the Broker & Custodian or for any other reason;
- 22.5.5. we cease to be an appointed representative of RiskSave, unless we become authorised by the FCA in our own right or an appointed representative of another firm;
- 22.5.6. if we are required to do so under Applicable Laws or by court order, a governmental or supervisory authority or regulatory body, including the FCA;
- 22.5.7. we reasonably believe that providing you with the Services would be in breach of Applicable Laws or expose us to action or censure from any law enforcement or government or regulatory body, including the FCA.

23. Consequences of termination

- 23.1. If you cancel this Agreement within the Cancellation Period, the Broker & Custodian will sell your Investments in accordance with the Broker & Custodian Agreement.
- 23.2. If:
 - 23.2.1. you provide notice to terminate this Agreement in accordance with Clause 22.3 (*Termination*); or
 - 23.2.2. we provide notice to terminate this Agreement in accordance with Clause 22.4 (*Termination*),you shall submit Orders for the sale of all Investments and ensure the full balance of your Investment Account is withdrawn so that the balance in your Investment Account is £0 prior to the termination date of this Agreement.
- 23.3. If:
 - 23.3.1. the balance in your Investment Account is not £0 on the termination date of this Agreement in compliance with Clause 23.2; or

23.3.2. we immediately terminate this Agreement in accordance with Clause 22.5 (*Termination*),

you acknowledge and agree that (i) we will have the right to instruct, on your behalf, the Broker & Custodian to sell all unsold Investments in your Investment Account and transfer the full balance in your Investment Account to your GetGround Account, (ii) the amount to be repaid to you may be less than the amount paid for any Investments if the value of these has fallen at the time of sale, and (iii) we may require you to pay any of the Broker & Custodian's charges and/or fees in connection with such sale(s).

23.4. Upon termination of this Agreement:

23.4.1. the Broker & Custodian Agreement will also be terminated; and

23.4.2. we will cease to act for you or on your behalf in relation to the Services.

23.5. You may not be able to transfer any Investments to another platform or third party.

23.6. If for whatever reason our relationship with the Broker & Custodian ends we will:

23.6.1. inform you if we have made arrangements with another service provider and tell you what that means for you; or

23.6.2. close your Investment Account and tell you what that means for you.

23.7. We shall not be liable to you or any third party for the termination or suspension of the Service or any claims related to such termination or suspension.

23.8. When your Investment Account is closed, we will retain your information and related documents to the extent and time necessary to maintain the Services and to comply with Applicable Laws.

24. Disclaimers and no warranty

24.1. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law with respect to the Services and any content provided directly or indirectly through the GetGround Platform, whether express or implied, are, to

the fullest extent permitted by Applicable Laws, excluded from this Agreement.

- 24.2. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the GetGround Platform, and will not be a party to or in any way be responsible for monitoring any transaction between you and such third-party providers of products or services. You are solely responsible for all of your communications and interactions with other persons with whom you communicate or interact as a result of your use of the Services.
- 24.3. All our Services, content and the GetGround Platform are provided on an ‘as is’ and ‘as available’ basis.

25. Indemnity

- 25.1. You will indemnify and hold harmless us, the GetGround Group and its officers, directors, agents, partners, employees, licensors and representatives (together the “**Service Providers**”), from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable legal fees, arising from or relating to:
 - 25.1.1. your use of the Services;
 - 25.1.2. any act, error, or omission of your use of your Investment Account or any user of your Investment Account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information, libel, invasion of privacy, infringement of a copyright, trade name, trademark, service mark, or other intellectual property; or
 - 25.1.3. violation of any Applicable Laws.
- 25.2. Where you have breached this Agreement you may be liable for any damage, costs, loss or expenses, including but not limited to reasonable legal fees and expenses, that we suffer as a result of, or which a reasonable person would consider as resulting from, your breach of this Agreement. If we become aware that you have breached this Agreement, either because you have told us that you have or we otherwise become aware of such breach, we may take all or any of the following actions:

- 25.2.1. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and
- 25.2.2. disclosure of such information to law enforcement authorities as we reasonably determine is necessary or as required by Applicable Laws.

26. Limitation of liability

- 26.1. References to liability in this Clause 26 include every kind of liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 26.2. Nothing in this Agreement limits any liability which cannot be excluded or limited by Applicable Laws, including liability for (i) death or personal injury caused by negligence, (ii) or fraud or fraudulent misrepresentation.
- 26.3. Subject to Clause 26.2 and to the fullest extent permitted by Applicable Laws, our maximum aggregate liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in any way related to this Agreement, including access to and use of the Services, shall not exceed the total amount of the Fees paid by you to us pursuant to this Agreement during the 12 months immediately preceding the date on which the claim arose.
- 26.4. Subject to Clause 26.2, (i) liability for liquidated damages, and (ii) the following types of loss, is/are wholly excluded under this Agreement:
 - 26.4.1. loss of profits;
 - 26.4.2. loss of sales or business;
 - 26.4.3. loss of agreements or contracts;
 - 26.4.4. loss of anticipated savings;
 - 26.4.5. loss of use or corruption of software, data or information;

- 26.4.6. pure economic loss;
 - 26.4.7. loss of or damage to goodwill;
 - 26.4.8. special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement; and
 - 26.4.9. loss arising out of or in any way related to the access or use of the Services or otherwise related to this Agreement including, but not limited to:
 - (a) any unavailability of the Services as a result of scheduled or urgent maintenance work of our systems or the GetGround Platform;
 - (b) any delays in the Services, including the execution of Orders or market movements between the time that an Order was placed and the time it was executed;
 - (c) any loss or failure to provide the Services, caused by any event outside our reasonable control, including unavailability of the Services caused by disruption to or failure of market infrastructure, communications networks or technology systems;
 - (d) as a result of us carrying out your instructions or being unable to, for reasons outside our control (including the failure of or delay by any bank or counterparty); and
 - (e) any damages caused by or resulting from reliance by you on any information obtained from any Service Provider or from mistakes, omissions, interruptions, deletions of files or emails, errors, defects, bugs, viruses, trojan horses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorised access to our records, programs or systems.
- 26.5. Nothing in this Agreement shall seek to exclude or restrict any liability which we have in relation to you under the Financial Services and Markets Act 2000 or the FCA Rules.

27. Conflicts of interest

- 27.1. We are committed to taking all reasonable steps to prevent or manage conflicts of interest between us and you and between our different clients. We operate in accordance with our conflicts of interest policy (“**Conflicts of Interest Policy**”), which can be requested from

us at any time. The Conflicts of Interest Policy sets out systems and processes to identify and where possible, prevent conflicts of interests from arising. If we can't prevent conflicts from occurring, it helps us manage the risk and reduce their impact.

- 27.2. If we have a conflict then we will manage it to ensure that it does not affect the transactions in Investments we carry out for you. If we consider that we cannot adequately manage a conflict we will let you know and we may need to take action, which could include ending your use of the Services.

28. Intellectual property

- 28.1. The GetGround Group owns the Services, the documentation, specifications, written instructions or explanatory material related to the installation, operation, use or maintenance of the Services and the GetGround Platform and any subsequent versions thereof, available through the GetGround Platform ("**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 the GetGround Group or its licensors as the case may be.
- 28.2. Except as set forth in this Agreement, we do not grant any rights to the Services or Licensed Work to you. You further acknowledge that the GetGround Group retains all right, title and interest in the Licensed Work including all rights to patent, copyright and trade secrets.
- 28.3. 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 the GetGround Group and shall remain our sole property.
- 28.4. You acknowledge and agree that the Licensed Work constitutes and contains valuable proprietary products and trade secrets of the GetGround Group, embodying confidential information, ideas and expressions.
- 28.5. You agree not to challenge, directly or indirectly, any right or interest of the GetGround Group in the Services or Licensed Work nor the validity or enforceability of our rights under Applicable Laws. 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 GetGround Group's

rights or interests in the Services or Licensed Work in any jurisdiction.

29. Confidentiality

- 29.1. Information of a confidential nature that you provide to us will be treated as such and will not be used for any purpose other than in connection with the provision of the Services and to improve and expand our products and services.
- 29.2. We may disclose your confidential information, including details of any of your Orders:
- 29.2.1. where required by Applicable Laws or in order to comply with a valid request by a regulatory body, government agency, a court order, or other legal or administrative reporting requirements;
 - 29.2.2. where it is necessary or helpful for completing or correcting Orders or resolving any claims regarding Orders;
 - 29.2.3. to investigate or prevent fraud or other illegal activity;
 - 29.2.4. to our employees, auditors, affiliates, the Broker & Custodian, or professional advisers as needed to assist or enable the proper performance of the Services or the services that are provided under the Broker & Custodian Agreement;
 - 29.2.5. to RiskSave if this is necessary for its purposes as our principal firm, and RiskSave may disclose your information to certain permitted third parties if necessary for such purposes, for example to its own group and its professional advisers, providing that they are subject to similar confidentiality obligations;
 - 29.2.6. for any reason as necessary to fulfil our obligations under this Agreement or applicable to the Services you are using, including for purposes ancillary to the provision of the Services or the administration of your Investment Account; and
 - 29.2.7. at your request or with your consent.
- 29.3. You agree to keep strictly confidential any of our information designated or marked as confidential, or any information which would reasonably be regarded as being of a confidential or proprietary nature. You agree that you shall not disclose any such

information save to the extent any disclosure is:

- 29.3.1. required by Applicable Laws;
- 29.3.2. disclosed to your officers, professional advisers or auditors; or
- 29.3.3. made following our prior written approval.

30. Data protection

- 30.1. We shall comply with our obligations under applicable data protection laws.
- 30.2. By using the GetGround Platform and our Services, you acknowledge that we may collect, use, process and disclose your personal data, and if applicable the personal data of any Shareholders and Directors, in accordance with our Privacy Policy and pursuant to Clause 11.1.8 (*Your obligations*) you warrant that you have read and understood our Privacy Policy.

31. Delegation

- 31.1. We may appoint another person to perform all or part of the Services provided that we take all reasonable steps to ensure that the delegate is suitably competent and qualified to do so. We will not require your consent to delegate any part of our services but we will ensure that our delegation does not have a materially negative effect on you and will comply with Applicable Laws and the FCA Rules.

32. Recording conversations and electronic communications

- 32.1. We may record telephone conversations we have with you or your associated parties, for example your Shareholders and Directors 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.
- 32.2. 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.

- 32.3. You confirm that you are happy to receive communications, reports and other information from us, including our policies electronically via email or the GetGround Platform or where relevant, our website where it meets the necessary requirements on us to deliver information to you in a 'durable medium'.

33. Notices

- 33.1. Any notice or other communication (whether written, oral, electronic or otherwise) between the parties shall be in English.

- 33.2. Unless otherwise stated in this Agreement, notices shall be sent:

33.2.1. by email using the email address you have provided to us on the GetGround Platform. Our email address for the service of notices is: notices@getground.co.uk; or

33.2.2. in the case of us, via the GetGround Platform.

- 33.3. Any notice or other communication will be deemed to have been received if sent by email or via the GetGround Platform, at 9.00 am on the next Business Day after it is sent.

34. Amendments

- 34.1. We may make changes to this Agreement from time to time. For example, we might need to add new terms or amend existing terms to reflect changes in our business, services or products or how we provide them (for example, if we add new order types you can use such as limit orders), the systems we use, the cost to us of providing the Services or as required by Applicable Laws or good industry practice.

- 34.2. We reserve the right at any time to amend this Agreement by sending you a written notice by email or via the GetGround Platform. Any such amendment will become effective on a date to be specified in the notice which will be at least 30 days after the notice is sent to you in relation to any material changes to this Agreement, including any changes to our

Fees, or where any changes may be disadvantageous to you.

34.3. We may amend this Agreement immediately, without providing prior written notice pursuant to Clause 34.2 if the changes to this Agreement:

- 34.3.1. are more favourable to you;
- 34.3.2. are required by Applicable Laws, RiskSave, the Broker & Custodian (including any amendments to the Broker & Custodian Agreement) or any regulatory body, including the FCA;
- 34.3.3. are required by us because it becomes impossible or impractical, in our reasonable opinion, to carry out the Services;
- 34.3.4. are required due to reasons outside our reasonable control;
- 34.3.5. are made to introduce a new service or extra functionality or improvements to the existing Services; or
- 34.3.6. will neither reduce your rights nor increase your responsibilities,

in such cases, the amendments will come into effect immediately upon you being notified by email or via the GetGround Platform.

34.4. You will be deemed to accept and agree to any and all amendments to this Agreement if you continue to use the GetGround Platform and the Services after the changes to this Agreement have taken effect. If you are not happy with any such changes, you have the right to terminate this Agreement under Clause 22.3 (*Termination*). Any amended version of this Agreement will supersede any previous version of the Agreement agreed by you.

35. Assignment and other dealings

35.1. This Agreement is personal to you and you shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under this Agreement, without our prior written consent (such consent not to be unreasonably conditioned, withheld or delayed).

35.2. We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and/or obligations under this Agreement.

36. Force majeure

36.1. We shall not be in breach of our obligations under this Agreement nor shall we be liable for any loss or damage incurred or suffered by you if there is any total or partial failure of, or any delay or interruption in, the performance of our duties and/or obligations under this Agreement resulting from any events or circumstances beyond our control including, but not limited to:

- 36.1.1. acts of god, flood, drought, earthquake or other natural disaster;
- 36.1.2. epidemic or pandemic;
- 36.1.3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 36.1.4. nuclear, chemical or biological contamination or sonic boom;
- 36.1.5. any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- 36.1.6. collapse of buildings, fire, explosion or accident;
- 36.1.7. any labour or trade dispute, strikes, industrial action or lockouts (other than by companies in the GetGround Group);
- 36.1.8. non-performance by suppliers or subcontractors (other than by companies in the GetGround Group);
- 36.1.9. market conditions affecting the execution or settlement of transactions in respect of your Investment Account;

- 36.1.10. any targeted network attack or interruption of the internet or other telecommunications service; and
- 36.1.11. loss of supply of essential services including electrical power and third party services.

37. Entire agreement

- 37.1. This Agreement constitutes the entire agreement between us and you with respect to the Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understanding, whether written or oral, with respect to such subject matter.
- 37.2. Except as required by statute, no terms will be implied (whether by custom, usage, course of dealing or otherwise) into this Agreement.
- 37.3. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 37.4. Nothing in this Clause 37 shall limit or exclude any liability for fraud.

38. Severance

- 38.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 38.2. If any provision or part-provision of this Agreement is deemed deleted under Clause 38.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

39. Waiver

- 39.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 39.2. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 39.3. A party that waives a right or remedy provided under this Agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

40. No partnership or agency

- 40.1. Unless expressly stated otherwise in this Agreement, nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 40.2. Unless expressly stated otherwise in this Agreement, each party confirms it is acting on its own behalf and not for the benefit of any other person and neither party shall have the authority to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

41. Third party rights

- 41.1. Unless expressly stated otherwise in this Agreement, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

- 41.2. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

42. Complaints

- 42.1. Should you have any complaints regarding our service you may put your concerns in writing to us setting out the details of your complaint, using the following address: complaints@getground.co.uk.
- 42.2. We will consider and investigate each complaint carefully and aim to respond fully within 15 Business Days of receipt of your written complaint in accordance with our complaints policy which can be found [here](#).
- 42.3. If your complaint is unresolved or not settled to your satisfaction within 8 weeks from the date you first made the complaint, you may refer it directly to the Financial Ombudsman Service. Contact details for the Financial Ombudsman Service are:
- 42.3.1. Phone: 0800 023 4567 or +44 20 7964 0500 (for contact outside the UK).
- 42.3.2. Email: complaint.info@financial-ombudsman.org.uk
- 42.3.3. Website: <https://www.financial-ombudsman.org.uk/consumers/how-to-complain>
- 42.3.4. Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.
- 42.4. Any complaint made to us will also be referred to RiskSave. RiskSave will assist us with any response where applicable or may choose to deal with the complaint directly where appropriate to do so.
- 42.5. If you want to make a complaint about the Broker & Custodian you should address your complaint to the Broker & Custodian in the first instance. Please see the Broker & Custodian Agreement for further details.

43. Compensation

- 43.1. You may be entitled to compensation from certain investor protection schemes pursuant to the Broker & Custodian Agreement. Please see the Broker & Custodian Agreement for

further details.

- 43.2. You will not be entitled to compensation purely based on the financial performance of your Investments. This means that losing capital as a result of your investment activities will not automatically qualify you to receive compensation.

44. Governing law and jurisdiction

- 44.1. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 44.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Schedule - Definitions and interpretation

Definitions

Throughout this Agreement, we use certain capitalised terms that have the following specific meanings.

Affiliates	In relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company.
Agreement	Has the meaning given to it in Clause 2.1 (<i>Accepting this Agreement</i>).
Applicable Laws	Any and all applicable laws, legislation, by-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.
Broker & Custodian	Has the meaning given to it in Clause 5.1 (<i>Arrangement with the Broker & Custodian</i>).
Broker & Custodian Agreement	Has the meaning given to it in Clause 5.3 (<i>Arrangement with the Broker & Custodian</i>).
Broker & Custodian Best Execution Policy	Has the meaning given to it in Clause 15.2 (<i>Execution of Orders</i>).
Business Days	A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Cancellation Period	Has the meaning given to it in Clause 22.2 (<i>Termination</i>).

Cash	Any money deposited in your Investment Account that has not been used to purchase an Investment for example, due to rounding or fractionalisation.
Conflicts of Interest Policy	Has the meaning given to it in Clause 27.1 (<i>Conflicts of interest</i>).
Director	Has the meaning given to it in Clause 1.5 (<i>Background</i>).
Effective Date	Has the meaning given to it in Clause 2.4 (<i>Accepting this Agreement</i>).
FCA	The Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN.
FCA Rules	The FCA Handbook of Rules and Guidance.
Fees	Has the meaning given to it in Clause 20.1 (<i>Fees</i>).
GetGround Account	A business account in your name, accessible via the GetGround Platform, which is used to deposit into and withdraw money out of the Investment Account.
GetGround Group	Us and our Affiliates.
GetGround Platform	Has the meaning given to it in Clause 1.3 (<i>Background</i>).
Insolvency Event	<p>In respect of you (as applicable) means:</p> <ul style="list-style-type: none"> (a) you stop, or suspend, payment of any of your debts or you are unable to, or admit your inability to, pay your debts as they fall due; (b) you (being an individual) are the subject of a bankruptcy petition, application or order; (c) you commence negotiations, or enter into any composition, compromise, assignment or arrangement, with one or more of your creditors with a view to rescheduling any of your indebtedness (because of actual or anticipated financial difficulties); (d) a moratorium is declared in respect of any of your indebtedness;

	<p>(e) any action, proceedings, procedure or step is taken against you in relation to (i) the suspension of payments, a moratorium in respect of any of your indebtedness, your winding-up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise), (ii) a composition, compromise, assignment or arrangement with any of your creditors, or (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of you or any of your assets; or</p> <p>(f) any event occurs in relation to you similar to those set out in paragraphs (a) to (e) (inclusive) above under the laws of any applicable jurisdiction.</p>
Intellectual Property Rights	Patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Investment Account	The investment account in your name, accessible via the GetGround Platform, through which you will submit Orders and can use the Services. An Investment Account may be referred to as an 'Investment Pot' or 'Pot' on the GetGround Platform.
Investment Company	Has the meaning given to it in Clause 1.5 (<i>Background</i>).
Investments	The financial instruments available via the GetGround Platform for which you may submit Orders.
Licensed Work	Has the meaning given to it in Clause 28.1 (<i>Intellectual property</i>).
Order	Has the meaning given to it in Clause 13.1 (<i>Orders</i>).
Order Handling and Best Execution Policy	Has the meaning given to it in Clause 14.2 (<i>Submitting, cancelling and accepting Orders</i>).

Positions	Your positions in the Investments that you hold as a result of the Orders that you have submitted via the GetGround Platform which have been executed.
Privacy Policy	Has the meaning given to it in Clause 11.1.8 (<i>Your obligations</i>).
Repeat Buy Orders	An Order to buy an Investment regularly over a time period as agreed between the parties.
Retail Client	A retail client as defined in the FCA Rules.
Risk Disclosure	Has the meaning given to it in Clause 3.5 (<i>Important information about the Services</i>).
RiskSave	Has the meaning given to it in Clause 1.2 (<i>Background</i>).
Service Providers	Has the meaning given to it in Clause 25.1 (<i>Indemnity</i>).
Services	The services that we provide to you under this Agreement which are set out in Clause 12.1 (<i>Services</i>).
Shareholder	Has the meaning given to it in Clause 6.2 (<i>Onboarding</i>).
us, we or our	Has the meaning given to it in Clause 1.1 (<i>Background</i>).
WealthKernel Agreement	Has the meaning given to it in Clause 5.2 (<i>Arrangement with the Broker & Custodian</i>).
you, your, Customer	Has the meaning given to it in Clause 1.4 (<i>Background</i>).

Interpretation

Throughout this Agreement, we use certain rules of interpretation that have the following specific meanings:

- (a) clause headings shall not affect the interpretation of this Agreement;
- (b) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (c) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (e) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (f) a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision;
- (h) a reference to writing or written includes e-mail;
- (i) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (j) a reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;
- (k) references to Clauses and Schedules are to the clauses and schedules of this Agreement; and
- (l) you and GetGround are sometimes referred to herein individually as a “party” and together as the “parties”.