



## ROBINHOOD STOCKS AND SHARES ISA TERMS AND CONDITIONS

### 1 INTRODUCTION

1.1 This Agreement is made between:

- (1) Quai Investment Services Limited ("**Quai**" / "**ISA Manager**")
- (2) Robinhood U.K. Limited ("**RHUK**"); and
- (3) The account owner ("**you**" / "**your**").

1.2 Unless otherwise stated, capitalised terms shall have the meanings ascribed to them in the Definitions section located at the end of this Agreement.

1.3 These **Terms** form the agreement between you, Quai and RHUK for your **Robinhood Stocks and Shares ISA**. They explain how your Robinhood Stocks and Shares ISA works and sets out the rights and responsibilities that we each have regarding your account.

1.4 When you open a Robinhood Stocks and Shares ISA, you are entering into a direct contractual relationship with both RHUK and Quai:

- **RHUK** is a company incorporated in England and Wales (company number 09908051) whose registered address is at 70 Saint Mary Axe, London, EC3A 8BE. RHUK is authorised and regulated by the Financial Conduct Authority ("**FCA**") (FRN 823590). RHUK onboards UK customers and has the lead customer relationship with UK customers in relation to their use of the RHUK app and website. RHUK introduces UK customers to Robinhood Securities, LLC (**RHS**), based in the U.S., for order routing, execution, clearing, settlement, arranging custody services with regards to, amongst other things, stocks and ADRs.
- **Quai** is a company incorporated in England and Wales (company number 09919243) whose registered office is at 16 Tesla Court, Innovation Way, Peterborough, PE2 6FL. Quai is an approved HM Revenue & Customs Individual Savings Account (ISA) Manager - reference: Z2053 and is authorised and regulated by the Financial Conduct Authority (FRN 922590). Quai administers the Robinhood Stocks and Shares ISA accounts of RHUK clients and acts as the ISA Manager for the Robinhood Stocks and Shares ISA. We will be directly responsible to you for the administration of the Robinhood Stocks and Shares ISA and the related safe custody, settlement, and post-execution services.

1.5 Before you can open a Robinhood Stocks and Shares ISA, you must have and maintain a linked Robinhood brokerage account for trading **Securities** (the "**Linked Securities Account**"). These Terms supplement the terms that govern your Linked Securities Account, which are set out in the [RHUK and RHS Customer Agreement](https://robinhood.com/gb/en/about/legal/) which is available in RHUK's Disclosure Library located on the RHUK website <https://robinhood.com/gb/en/about/legal/>

1.6 RHUK has appointed Quai to act as ISA manager, on your behalf, pursuant to written agreements between RHUK, RHS and Quai.

1.7 In accordance with the terms of your Linked Securities Account, RHUK uses RHS to provide certain operational services, including the execution, clearance and settlement of your orders in relation to financial instruments. For the purposes of your Robinhood Stocks and Shares ISA, Quai also uses RHS to provide the same services.

1.8 RHUK is authorised to give instructions to Quai and provide information concerning you to them, and Quai are entitled to rely on such instructions and information without contacting you directly.

1.9 RHUK is authorised to terminate Quai's appointment and instruct them to transfer the Robinhood Stocks and Shares ISA and the cash in your Robinhood Stocks and Shares ISA to an alternative provider appointed by RHUK, acting in accordance with the FCA's conduct rules contained within the FCA's Handbook as may be amended, supplemented, or replaced from time to time, and all **Applicable Laws**. In these circumstances, RHUK will notify you of the identity and terms of any replacement ISA manager in good time, before any



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changes are made.

- 1.10 These Terms, together with the other documents referred to in it, constitutes the whole agreement between you, Quai and **Robinhood** and supersedes all previous agreed terms.
- 1.11 If any part of these Terms is adjudged unlawful or unenforceable by any court of competent jurisdiction, it will be deemed to be removed and the remainder of the Terms shall remain in full force and effect.
- 1.12 Should RHUK and/or Quai, at any time, fail to or delay the exercise of any rights or remedies in these Terms, this shall not be deemed to be a waiver of them, nor prevent the exercise of any of them in the future.

## 2. GENERAL

- 2.1 In accordance with your instructions and your selections, Quai shall provide you with the Robinhood Stocks and Shares ISA and RHS provides settlement, and post-execution services in respect of your investments.
- 2.2 The Robinhood Stocks and Shares ISA will be managed in accordance with these Terms, the applicable **ISA Regulations** and the terms of your Linked Securities Account. If there is a conflict between these Terms, the terms of your Linked Securities Account and ISA Regulations, the ISA Regulations shall prevail.
- 2.3 If Quai is notified by **HMRC** that your Robinhood Stocks and Shares ISA has, or will, become void as a result of any failure to comply with the ISA Regulations, they will inform RHUK as soon as practicable. RHUK will then inform you as soon as practicable.
- 2.4 If you materially breach these Terms, Quai reserves the right, without further notice, to close your Robinhood Stocks and Shares ISA and require you to transfer to an alternative ISA provider, or any combination of these.
- 2.5 **Neither Quai, nor RHUK, provide advice about our products or allowable investments. If for any reason you are unsure about suitability of the Robinhood Stocks and Shares ISA for your financial circumstances, you should seek independent financial advice from an FCA authorised and appropriately qualified financial adviser prior to investing in a Robinhood Stocks and Shares ISA.**
- 2.6 Quai will act on all instructions transmitted to them from Robinhood on your behalf and they shall not be liable to you for any error that Robinhood may make in the detail or provision of such instructions.
- 2.7 The Robinhood Stocks and Shares ISA is only available through the **Robinhood App** and all reports and documentation, including account statements, will only be provided to you for access through the Robinhood App. By applying for a Robinhood Stocks and Shares ISA, you agree that you do not require Quai to provide reports, or other documentation associated with your Robinhood Stocks and Shares ISA other than in electronic form via these means. In accordance with the terms of your Linked Securities Account, you must keep your contact details up to date.
- 2.8 You accept that, where Quai are required to provide you with written notice, this notice will be given to you by means of electronic correspondence as set out above.
- 2.9 There may be circumstances that require Quai to amend these Terms. In this event, you will be notified of any amendments to these Terms at least thirty (30) days prior to the change taking effect. However, Quai reserves the right in extreme circumstances to vary these Terms with a shorter notice period - for example, a change to an existing, or implementation of a new regulatory requirement which they have to action immediately.
- 2.10 You authorise Quai to provide the FCA, HMRC and any relevant authority with all the relevant information about your Robinhood Stocks and Shares ISA and its Investments.
- 2.11 **Risk Factors** – There are a number of risk factors that you should be aware of when subscribing to a Robinhood Stocks and Shares ISA. Below a non-exhaustive overview of these risks which you should read, along with the Robinhood Stocks and Shares ISA Key Features Document, the [RHUK and RHS Customer Agreement](#) and RHUK's [Risk Disclosure Summary](#):



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- The value of investments can rise and fall over time, and you may not recover your initial investment. Investing in financial instruments is speculative in nature and involves risk of loss. Your capital is at risk.
- Securities can only be purchased in US Dollars (USD). Once you deposit British Pound Sterling (GBP) into your account, the GBP will only be converted to USD at the rate of exchange prevailing at the time you trade. Fluctuations in the USD / GBP exchange rate may affect the amount of GBP you ultimately realise.
- Past performance is not a useful guide to future returns, which are not guaranteed.
- Tax rules may change over time and how they affect you will depend on your individual circumstances.
- In the unlikely event RHUK, RHS, Quai or the bank holding your client funds goes into liquidation, you may lose some of your savings. However, there are various protections available to you, discussed further in section 11 below.

If after considering these risks, you have any doubt about the suitability of the Robinhood Stocks and Shares ISA or if you need further advice, you should contact a qualified independent financial adviser.

2.12 If eligible, you can attend and vote in shareholder meetings for the companies in which you have invested. Please read RHUK's [‘Shareholder meetings and elections’](#) article for more information.

2.13 Quai will satisfy themselves that any person to whom they delegate any of their functions or responsibilities under these Terms is competent to carry out those functions and responsibilities.

### 3 OPENING YOUR ROBINHOOD STOCKS AND SHARES ISA

3.1 Your Robinhood Stocks and Shares ISA will be set up when Quai receives all necessary information and/or when all requirements have been met. Quai reserves the right to exercise discretion to refuse your application to open a Robinhood Stocks and Shares ISA without providing any reason for that decision.

3.2 You may only open a Robinhood Stocks and Shares ISA if you have a Linked Securities Account, which requires you to be, amongst other things:

- A UK tax resident, or if you are not, you must be working as a Crown employee serving overseas and paid out of the public revenue of the UK (this will typically apply to individuals who are serving members of the armed forces or diplomats), or be married to, or in a civil partnership with, a person who performs such duties; and
- Over the age of 18

If you cease to be a UK resident, then you must inform Robinhood immediately, via the Robinhood App. Contributions to your Robinhood Stocks and Shares ISA are not permitted whilst you are not a UK resident, but you may keep your Robinhood Stocks and Shares ISA open.

3.3 You are not allowed to open a Robinhood Stocks and Shares ISA if you are a US Person as defined in section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended (for US tax purposes). If at any point you become a U.S. Person, you must inform Robinhood immediately, via the Robinhood App, and close your Robinhood Stocks and Shares ISA.

3.4 You have the right to cancel your application. You can find the cancellation notice in the Robinhood Stocks and Shares ISA Key Features Document which explains that you have 30 calendar days from receipt of confirmation that your ISA application has been accepted (the “cancellation period”) to inform Quai, via the Robinhood App, that you have changed your mind and wish to cancel. Quai will proceed with your application during this period. If you choose to cancel your application during the cancellation period, any Investments held in your Robinhood



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Stocks and Shares ISA will need to be sold and any contributions will be returned to you. The amount to be returned may be less than the amount you contributed if the value of Investments has fallen at the time they are sold. Any fees and/or charges due will be deducted.

### 4 CONTRIBUTIONS TO YOUR ROBINHOOD STOCKS AND SHARES ISA

- 4.1 Contributions to your Robinhood Stocks and Shares ISA can only be accepted in GBP.
- 4.2 You can only contribute up to a maximum of your ISA allowance each tax year, which is set by the ISA Regulations. The allowance resets at the start of each new tax year on the 6<sup>th</sup> of April, and you cannot carry over any unused allowance from the previous tax year. The annual ISA allowance is combined for all ISA products you hold, including your Robinhood Stocks and Shares ISA and any other ISA manager and you are responsible for ensuring that you do not exceed your annual ISA allowance.
- 4.3 Cash transfers from other Cash or Stocks and Shares ISA(s) into your Robinhood Stocks and Shares ISA are supported. In-specie transfers are not supported.
- 4.4 You may only contribute to the Robinhood Stocks and Shares ISA using your own funds.
- 4.5 Additional ISA contributions (i.e., contributions to the Robinhood Stocks and Shares ISA in excess of the annual ISA subscription limit as a result of the death of a spouse or partner) are not supported by the Robinhood Stocks and Shares ISA and will be returned to you.
- 4.6 The Robinhood Stocks and Shares ISA is not a Flexible ISA. This means any amounts you withdraw from your Robinhood Stocks and Shares ISA cannot be paid back into your ISA without counting towards the ISA allowance for that tax year.
- 4.7 All money and investments in your Robinhood Stocks and Shares ISA must be in and remain in your beneficial ownership (that means you have the ultimate right to them, no matter who holds them for you). You cannot, for example, use them as security for a loan.
- 4.8 If you cancel your Robinhood Stocks and Shares ISA, the following applies:
- Any contributions received will be returned to your **Nominated Bank Account**; and
  - Where there has been a transfer from another ISA provider, Quai will seek to return the transfer to the original ISA provider. If the original ISA provider refuses to accept the return of the transfer or only accept it on revised terms that are not acceptable to you, then you are required to provide, within thirty (30) days one of the following alternative instructions:
    - Transfer to an alternative ISA provider of your choice.
    - Disapply the cancellation request and retain the transfer within the Robinhood Stocks and Shares ISA.
    - Disinvest and pay the money into your Nominated Bank Account.

4.9 Quai may decline any contribution or transfer in, entirely at their discretion.

4.10 All contributions and transfer in values received by Quai will be applied to your Robinhood Stocks and Shares ISA.

### 5 CASH

5.1 All monies received in respect of your Robinhood Stocks and Shares ISA will be held by Quai in a client money bank account. Client money bank accounts are designated as trust accounts and are segregated from Quai's



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own funds in accordance with the FCA rules on client money. Client money bank accounts are pooled accounts with one or more banks. In the event of a bank's failure, your claim will be for a share of the cash held in all pooled accounts at the bank.

- 5.2 When considering where a client money bank account should be held, Quai will exercise all due skill, care and diligence and will periodically review the adequacy and appropriateness of any bank or credit institution where client money is deposited and of the arrangements for holding client money. It is important to note that Quai will not be responsible for any acts, omissions or default by the credit institution or bank chosen by Quai.
- 5.3 You will have no claim or entitlement to any interest earned on cash balances held within the Robinhood Stocks and Shares ISA. Any interest earned on cash balances will be paid by Quai to RHS in accordance with terms of the written agreement between us RHUK and, RHS.
- 5.4 Clause 5.3 will not affect any returns and/or dividends that may arise from investments made within the ISA account, which shall be credited to your account in accordance with the terms of your Linked Securities Account.
- 5.5 Where investment income is received net into your ISA, Quai will reclaim tax where permitted by, and in accordance with, current applicable laws. Quai will reclaim UK tax paid on income, where appropriate, for the previous tax year ending on the 5<sup>th</sup> of April. They will reclaim it by the 5<sup>th</sup> of October. Any tax reclaims received will be credited to your Robinhood Stocks and Shares ISA Please note that for investments in US securities, income may be subject to US withholding tax at source. This tax cannot be reclaimed within the ISA.

## 6 FEES, CHARGES, AND EXPENSES

- 6.1 The fees and charges payable to Robinhood and the timing of these fees in respect of your Robinhood Stocks and Shares ISA are set out in the [Robinhood UK Fee Schedule](#).
- 6.2 Quai may reasonably reimburse themselves by making a charge to your Robinhood Stocks and Shares ISA where they have incurred liability, charges or costs, as a result of one of the following events:
- They become liable to pay any levies in relation to the Financial Services Compensation Scheme; or
  - They become liable to pay any tax or levies imposed on your Robinhood Stocks and Shares ISA or any contribution paid by you; or
  - They become liable to make any other payment to the UK Government or any governmental agency or self-regulatory organisation of which they are (or become) a member, to the extent directly attributable to your Robinhood Stocks and Shares ISA.
- 6.3 Clause 6.2 above will not apply to the extent that the relevant event is attributable, directly, or indirectly, to any fraud, negligence, wilful default, or regulatory breach on Quai's part.
- 6.4 If Robinhood omits to deduct all or part of any charges from your Robinhood Stocks and Shares ISA on the due date, they shall not subsequently be prevented from deducting such amounts or exercising any available remedy because of that omission. Robinhood may deduct cash from your Linked Securities Account where there is insufficient cash available in your ISA.
- 6.5 Quai reserves the right to instruct RHS to sell any of the investments in your Robinhood Stocks and Shares ISA to realise cash if your Robinhood Stocks and Shares ISA has been credited in error.
- 6.6 Charges, costs, and liabilities for which you are liable will be paid from your Robinhood Stocks and Shares ISA. In accordance with section 16 of the [Robinhood UK Customer Agreement](#), if at any time the cash balance on your Robinhood Stocks and Shares ISA is not enough to cover all such charges, costs, and liabilities in full, Robinhood may:



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- Sell Securities in your account at their discretion and without liability to pay the amounts due; or
- Require you to pay any amounts due.

- 6.7 If for any reason the value of your investments is insufficient to meet any such fees, charges, expenses, or tax payable, you agree to pay, on demand, the amount of any such shortfall.
- 6.8 Quai, together with Robinhood, will continue to be entitled to charges and to recover all costs and liabilities as referred to in these Terms, until all the assets of your Robinhood Stocks and Shares ISA have been transferred out or fully withdrawn in accordance with these Terms.

### 7 TRANSFERS OUT AND WITHDRAWALS

- 7.1 Any request to transfer your Robinhood Stocks and Shares ISA to another ISA provider must be made via an approved transfer provider application, subject to the applicable legislation and HMRC rules. You may transfer out cash only.
- 7.2 Quai will not make a transfer unless:
- They have an authorised instruction from the ISA provider to make the transfer; and
  - They have received all required documentation and information from you, and the other ISA provider, that they believe is necessary; and
  - They have received all charges due to them and/or to Robinhood; and
  - All costs chargeable to your Robinhood Stocks and Shares ISA and all liabilities of your Robinhood Stocks and Shares ISA have been satisfied.
- 7.3 Before Quai can transfer your Robinhood Stocks and Shares ISA to another provider, you will need to sell any investments held in the ISA. The transfer cannot proceed until the proceeds from those sales have settled into cash. If the investments are not sold within a reasonable period, Quai will be required to cancel the transfer request in line with HMRC transfer timeframes.
- 7.4 When all costs, liabilities, documentation, and information has been received, and all investment sales have been settled, Quai will complete the transfer as soon as reasonably practicable but no later than thirty (30) days.
- 7.5 If you request a permitted withdrawal from all or part of your Robinhood Stocks and Shares ISA, then you must sell sufficient of your investments so that you have enough **Available Funds** for the payment plus any applicable charges. You may only make one permitted withdrawal at a time.
- 7.6 Where a withdrawal is requested, proceeds from the sale of any investments will be paid to you as soon as reasonably practicable but in any event no later than thirty (30) days of the sale.
- 7.7 All permitted withdrawals must be paid to your Nominated Bank Account or as otherwise prescribed in the specific terms relevant to the Robinhood Stocks and Shares ISA. You must provide all information and documentation that Quai requires to complete all necessary anti-money laundering checks. These checks must be concluded before any payment can be made to your Nominated Bank Account.
- 7.8 The withdrawal of cash or investments from your Robinhood Stocks and Shares ISA will mean that they are no longer held in a tax-advantaged environment.
- 7.9 If you instruct Quai to transfer out or withdraw all the investments and cash from your Robinhood Stocks and Shares ISA then they will continue to act upon other instructions that you provide to them, via RHUK.
- 7.10 Once all the Available Funds have been withdrawn from your Robinhood Stocks and Shares ISA, Quai will regard your Robinhood Stocks and Shares ISA as being closed unless you continue to make contributions.



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- 7.11 If your Robinhood Stocks and Shares ISA is closed for any reason other than a breach by you of these Terms, then you will still be able to retrieve and download your historical account information in the Robinhood App. Where your entire Robinhood account is closed, you may be required to contact Robinhood customer support for information regarding your ISA.

### 8 DECEASED

- 8.1 In the event of your death, the tax advantages of your Robinhood Stocks and Shares ISA will continue but no new contributions or transfers in will be allowed. Your Robinhood Stocks and Shares ISA will be designated as a continuing ISA of a deceased investor, and it will remain open until the earlier of:

- The completion of the administration of your estate.
- The closure of the Robinhood Stocks and Shares ISA by your executors.
- The third anniversary of your death.

After the third anniversary of your death, if the account still remains open, the tax advantages will be removed. It will no longer be deemed an ISA.

### 9 PERSONAL DATA

- 9.1 Quai and RHUK (together with other group companies involved in providing the Robinhood Stocks and Shares ISA) will Process your Personal Data in order to administer your Robinhood Stocks and Shares ISA. Quai and RHUK each act as a Controller in respect of such processing.
- 9.2 Quai and RHUK need to Process your Personal Data in order to provide you with the services as set out in these Terms and ensure your Robinhood Stocks and Shares ISA is administered as efficiently as possible. This includes processing such Personal Data as is necessary to comply with applicable legal and regulatory requirements.
- 9.3 Quai and RHUK may share your Personal Data with group companies, service providers, regulatory authorities or other third parties, if necessary to administer your Robinhood Stocks and Shares ISA, required or requested to do so by regulatory authorities, or as otherwise permitted under Data Protection Law.
- 9.4 For more information about how Quai handles your Personal Data, and how to contact Quai in relation to your Personal Data and your rights, please see Quai's customer privacy policy in Appendix 1 of these Terms.
- 9.5 For more information about how RHUK handles your Personal Data, and how to contact RHUK in relation to your Personal Data and your rights, please see RHUK's customer privacy policy available here: <https://robinhood.com/gb/en/support/articles/privacy-policy/>.

### 10 TERMINATION

- 10.1 These Terms, as amended from time to time, will continue to apply until the provision of your Robinhood Stocks and Shares ISA is terminated. All charges and/or fees due up to the date of termination must be paid. Termination shall be without prejudice to the completion of transactions already initiated via the Robinhood App, where practicable.
- 10.2 If you materially breach these Terms, this could result in the closure of your Robinhood Stocks and Shares ISA or for you to be instructed to transfer your Robinhood Stocks and Shares ISA to another ISA provider, or any combination of these.

### 11 COMPLAINTS

- 11.1 RHUK is responsible for handling any complaints relating to the Robinhood App and the investment services



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relating to your Robinhood Stocks and Shares ISA.

- 11.2 If you wish to make a complaint in relation to your Robinhood Stocks and Shares ISA or the services provided by them, then please contact RHUK using your Robinhood App message facility. Please read this [Robinhood complaints article](#) for more information on how to make a complaint.
- 11.3 If the complaint relates to the administration and operation of the Robinhood Stocks and Shares ISA, RHUK will forward the complaint to Quai to be addressed by them, in line with their complaints policy. Details of Quai's complaint handling process are available on request.
- 11.4 If you are not happy with Quai's response, you can escalate your complaint to the Financial Ombudsman Service at:
- Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR.
- Telephone: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: <https://www.financial-ombudsman.org.uk>
- 11.5 The stocks and cash in your Robinhood Stocks and Shares ISA is protected under the U.K.'s Financial Services Compensation Scheme (FSCS). The FSCS provides protection if an authorised investment firm is unable to pay claims against it. The level of compensation available depends on the nature of the claim. If Quai were to be declared in default, the FSCS currently provides protection of up to £85,000 per person, for your investments and cash. In addition, if any of the banks used for holding your cash is declared in default, deposit protection of up to £120,000 per person, per bank may apply for losses across all your deposits with that bank.
- 11.6 If your investment underperforms or loses value because of market movements, this is not covered by the FSCS.
- 11.7 Compensation levels are subject to change. Further information about compensation arrangements, including eligibility, rules and compensation limits is available from the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)
- 11.8 The cash and securities in your Linked Securities Account are protected under separate, U.S. based schemes. To learn more, refer to section 11 of the [Robinhood UK Customer Agreement](#) and/or read this [article](#) located in RHUK's Help Centre.

Quai Investment Services Limited is a company registered in England and Wales (9919243) and is authorised and regulated by the Financial Conduct Authority – Firm Reference Number 922590. The Registered Office for Quai Investment Services Limited is Unit 16, Tesla Court, Innovation Way, Peterborough, PE2 6FL.

Robinhood UK Limited is a company registered in England and Wales (09908051) and is authorised and regulated by the Financial Conduct Authority – Firm Reference Number 823590. Robinhood UK Limited registered office is 70 Saint Mary Axe (Suite 404), London, England, EC3A 8BE.





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### DEFINITIONS

#### Applicable Laws

- Any obligation that applies under any law or regulation (including any tax legislation or rules made by an applicable regulatory body), or as the result of a decision by a court, ombudsman, or similar body.
- Any obligation under any industry guidance or code of practice which Quai follow; or
- Any other legal or regulatory requirement, which, in each case, is applicable to these Terms and/or Quai's and/or Robinhood's provision of a service or by providing the Robinhood Stocks and Shares ISA to you.

#### Available Funds

The cash available in your Robinhood Stocks and Shares ISA

#### Controller

A company which determines the purposes and means of the processing of Personal Data.

#### Data Protection Law

Any law applicable to the processing of Personal Data and privacy, including (without limitation) the UK General Data Protection Regulation, the UK Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (in each case as may be amended from time to time).

#### FCA

Financial Conduct Authority

#### HMRC

His Majesty's Revenue and Customs

#### ISA

Individual Savings Account as defined by the ISA Regulations 1988.

#### ISA Regulations

The Individual Savings Account Regulations 1988 as amended from time to time.

#### Linked Securities Account

Your Robinhood brokerage account that you use to trade securities.

#### Nominated Bank Account

The personal UK bank account in your name that you nominate from time to time for the purpose of making and receiving payments for the Robinhood Stocks and Shares ISA

#### Personal Data

Any information relating to an identified or identifiable natural person.

#### Process

Any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

#### Robinhood

Robinhood Markets, Inc. and all of its subsidiaries and affiliates, including RHUK and RHS.

#### Robinhood App

The Robinhood investment application, as updated from time to time.



## **ROBINHOOD STOCKS AND SHARES ISA TERMS AND CONDITIONS**

### **Robinhood Stocks and Shares ISA**

The contractual relationship you enter into with Quai and RHUK to provide the ISA in accordance with these Terms.

### **Securities**

The investments made available to trade via the Robinhood App

### **Stocks and Shares ISA**

The Robinhood Stocks and Shares ISA held (in accordance with these Terms) where your investments benefit from an ISA tax wrapper.

### **Terms**

These terms and conditions, as amended from time to time.



## ROBINHOOD STOCKS AND SHARES ISA TERMS AND CONDITIONS

### APPENDIX ONE – QUAI PRIVACY STATEMENT

Quai Investment Services Limited (Quai) will be known as the Data Controller of the personal information you provide to us. The company registration number for Quai is ZB125709 and the registered address is: Unit 16 Tesla Court, Innovation Way, Peterborough, PE2 6FL.

Quai is committed to protecting and respecting your privacy. Our Privacy Statement is to let you know:

- How and why, we collect personal information.
- What we do with it
- When and why, we share it with other organisations.
- How long we keep it for; and
- The rights and choices you have with regards to your personal information

### CONTACT US

If you have any questions about how we have handled your personal information or wish to raise a complaint about how we have handled your personal information, you can contact its Data Protection Officer at [compliance@quaifmc.com](mailto:compliance@quaifmc.com).

If you are not satisfied with our response, or believe we are processing your data unfairly or unlawfully, you can complain to the Information Commissioner's Office (ICO). For further information about the ICO and their complaints procedure see: <https://ico.org.uk/concerns/>.

### HOW WE COLLECT PERSONAL INFORMATION

You or your financial adviser may give us information about you by completing the application process via the Robinhood App or by contacting us by phone, email or letter.

The personal information we will hold may include, but is not exclusive to:

- Your name
- Address
- Date of birth
- National Insurance Number
- Gender
- Email address
- Telephone number
- Bank account details
- Medical information (in certain limited circumstances)
- Any further information required as part of a product application.

### WHY WE NEED IT AND WHAT WE DO WITH IT

We use your personal information in the following ways:

- To provide you with any services and/or information you request from us. This also includes carrying out any obligations specified in any contracts between us.
- To comply with our legal and regulatory obligations, co-operate with the court service, its regulators and law enforcement agencies and to prevent and detect crime.
- If we learn of your insolvency or bankruptcy (or any insolvency proceedings), we'll transfer your details to the Official Receiver or appointed insolvency practitioner(s).



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- To check instructions, you've given us or to resolve disputes including to establish, exercise or defend our legal rights.
- To confirm your identity and address, this includes using automated decisions when we carry out financial crime checks.

We will not collect personal information from you that we do not need in order to provide the services we have agreed to provide to you.

We keep the personal information we collect from you and other third parties, where we have an on-going legitimate business need to do so (for example, to provide you with a service you have requested or to comply with applicable legal, tax or accounting requirements).

We hold personal information securely and limit access to those who need to see it.

The personal information we collect will be held in the UK. We may transfer personal information to another country in the European Economic Area. This could be to another company within the Quai group of companies or to external service providers working on our behalf. In such circumstances, we will ensure the transfer is lawful, legal and security arrangements are in place.

Where any such processing takes place, appropriate controls, such as adoption of agreements containing the appropriate standard clauses, will be put in place to ensure that the personal information is protected in the same standard as if it were in the UK.

### HOW LONG WE KEEP IT

In most circumstances we will retain personal information for the lifetime of a plan or product or for up to seven years after the end of the relationship with us. This is to ensure we comply with our record keeping obligations, as set out by the Financial Conduct Authority ([FCA](#)) and other regulatory and legislative requirements.

Certain circumstances dictate that we retain some specific information for longer, i.e. transfer information, [HMRC](#) tax records etc.

Our retention obligations are reviewed on a regular basis to ensure that we do not keep personal information longer than we are legally obliged to.

When Quai have no on-going legitimate business need to hold your personal information, it will either delete it or anonymise it. If Quai can't do this it will securely store your personal information, only use it for a purpose it has already communicated to you and isolate it from any further processing until archives are deleted.

### WHAT ARE YOUR DATA PROTECTION RIGHTS?

Under Data Protection Law, you have rights including:

- Your right of access – you have the right to ask us for copies of your personal information.
- Your right to rectification – you have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.
- Your right to erasure – you have the right to ask us to erase your personal information in certain circumstances.
- Your right to restriction of processing – You have the right to ask us to restrict the processing of your personal information in certain circumstances.
- Your right to object to processing – You have the right to object to the processing of your personal information in certain circumstances.
- Your right to data portability – You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.



## ROBINHOOD STOCKS AND SHARES ISA TERMS AND CONDITIONS

You are not required to pay any charge for exercising your right to access. If you make a request, we have one month to respond to you.

If you wish to make a request, please contact us at:

Data Protection Officer  
Quai Investment Services Limited  
Unit 16  
Tesla Court  
Innovation Way  
Peterborough  
PE2 6FL

### HOW TO COMPLAIN

If you have any concerns about our use of your personal information, you can make a complaint to us at the above address.

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICOs address:

Information Commissioners Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Helpline Number: 0303 123 1113

ICO Website: <https://www.ico.org.uk>