

## Stocks and Shares ISA Terms and Conditions

**We strongly advise you to read all of these Terms as you will be legally bound by them. Subject to any additional conditions for your account, the following conditions will apply.**

Third Platform Services Limited (“**we**,” “**us**” or “**TPS**”) is authorised and regulated by the Financial Conduct Authority (the “**FCA**”) and appears on the FCA register with firm reference number 717915. We are registered in England and Wales under company registration number 09588254. Our registered office is located at Birchin Court, 20 Birchin Lane, London EC3V 9DU.

Unless otherwise agreed, the Terms described herein will apply to the services that we provide to you as an ISA Manager for your ISA account (the “**ISA Account**”) and upon which we intend to rely. Nothing in these Terms shall preclude or restrict any duty or liability we may have to you in your capacity as our client and which arises under the UK regulatory system.

For your own benefit and protection, you should read these Terms carefully. If you do not understand any point, please ask us for further information.

The withdrawal and replacement of investments may be subject to additional product conditions.

Charges or amounts withdrawn from your account by us or other parties (such as under court orders) cannot be replaced without counting towards your annual subscription allowance.

**Once opened, your ISA Account with us will be operated by BRI Wealth Management plc (BRI) under its terms of business and the authority that you grant to them. As such, we will provide all information to BRI, and we will act on their instructions in relation to your ISA Account. For your own benefit and protection, you should ensure that you understand any relevant terms of business provided by them.**

Your ISA Account is subject to the Individual Savings Account Regulations 1998 as amended from time to time (the “**ISA Regulations**”). In the case of conflict between these Terms and the ISA Regulations, the ISA Regulations will take priority.

**The maximum you can pay into an ISA Account in any tax year is prescribed by HM Revenue & Customs (“HMRC”). To find out what the annual allowances are, please visit HMRC’s website at [www.hmrc.gov.uk](http://www.hmrc.gov.uk) or discuss this with BRI.**

1. You may apply to open an ISA Account with us by completing and returning our application form (the “**Application Form**”) provided to you by BRI. We do not have to accept every application received. If you do not give us the complete information required under the ISA Regulations at the time we receive your application form, then we cannot proceed with your application, and we will return the Application Form to BRI.
2. All investments in the ISA Account (the “**ISA Investments**”) will be, and must remain in, your beneficial ownership and must not be used as security for any loan.
3. The title to the ISA investments will be registered:
  - a) in the name of TPS, or
  - b) in the name of our nominee (see below), or
  - c) jointly in the name of TPS and your name, or
  - d) jointly in the name of our nominee and your name.

(“**Nominee**” means a person who is named or appointed by another (the ‘nominator’) to act on its behalf in a limited capacity or in a specific matter in accordance with any legal or regulatory requirements.)

4. Share certificates or other documents evidencing title to ISA Investments will be held by us or as we may direct.

5. We will arrange, if you elect, for you to receive a copy of the annual report and accounts issued by every company or other concern in respect of shares, securities or units which are held directly in your ISA Account. Where you elect to receive this information, we will provide it to BRI on your behalf.

6. We are under an obligation (subject to any provisions made by or under any other applicable law or regulation), if you so elect, to arrange for you to be able to:

- a) attend shareholders', securities holders' or unit holders' meetings to vote; and
- b) receive, in addition to the annual report and accounts, any other information issued to shareholders, securities holders or unit holders,

for ISA Investments held in your ISA Account. Where you make such an election, we will coordinate with BRI to make the relevant arrangements on your behalf.

7. We may delegate any obligation that we have under these Terms. In all cases, we will satisfy ourselves that any person to whom we delegate any or part of our functions or responsibilities under these Terms is competent to carry out those functions and responsibilities.

8. We will notify you if, by reason of any failure to satisfy the provisions of the ISA Regulations, an ISA Account has, or will, become void.

9. On your instructions or the instructions of BRI, and within the time stipulated by you or BRI, an ISA Account, with all rights and obligations, may be transferred to another ISA manager in accordance with the ISA Regulations relating to transfers.

10. On your instructions or the instructions of BRI, and within the time stipulated by you or BRI, all or part of the ISA Investments held in the ISA Account and any proceeds arising from such investments may be transferred or paid to you subject to the provisions of the ISA Regulations. Where a cash withdrawal has been made we will accept a repayment into your ISA of all or part of the withdrawal amount subject to the following provisions:

- a) The repayment is made in the same tax year as the withdrawal
- b) The repayment is made into the same ISA it was withdrawn from

11. If your ISA Account breaches the ISA Regulations for any reason, we reserve the right to:

- a) close the ISA Account; or
- b) where a subscription is invalid, reject the subscription and return the funds,

and we will notify BRI in writing of a closure being carried out.

12. On your death, no further subscriptions can be made into your ISA Account and your ISA Account will remain as a "continuing account" and will continue to operate under the terms of your agreement with BRI. This "continuing account" will remain until the completion of the administration of the estate, or the closure of the account i.e. when executors instruct the transfer of funds/assets to the beneficiaries or on the third anniversary of your death.

13. Any account opened with us can be cancelled within 14 days after the day on which we accept the application to open that account by writing to us at the registered address or by sending an email to [tps-ops@thirdfin.co.uk](mailto:tps-ops@thirdfin.co.uk) telling us you want to cancel. If you cancel we will:

- a) return any subscriptions and other cash less any fees, costs and sums invested; and
- b) sell any investments already purchased and pay to you the sale proceeds net of any applicable charges or market losses.

14. We will not charge you for our management or administration of the ISA Account. Any charges that you may incur are subject to the agreement you have with BRI and their terms and conditions.

15. We operate a written complaints procedure in accordance with the rules of the FCA. A copy of this procedure can be obtained by writing to us at the address below. Any complaint should in first instance be addressed to:

The Complaints Manager  
Third Platform Services  
Birchin Court  
20 Birchin Lane  
London  
EC3V 9DU

If the matter is not resolved to your satisfaction, you have the right to complain to the Financial Ombudsman Service at Exchange Tower, London E14 9SR.

16. In the event that we are not able to meet our financial liabilities to you, you may be entitled to compensation under the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. The level of compensation is set out by the UK government and subject to change.

17. The way in which we may process your personal information and your rights in relation thereto are governed by the requirements of the Data Protection Act 2018 and the UK General Data Protection Regulation ("GDPR"). For the purposes of GDPR, we are the data controller of any personal data provided to us in connection with your ISA Account. Please note the following:

- a) In completing and signing the application for your ISA Account, you explicitly consent to TPS processing your personal data, however, you have the right to withdraw such consent at any time. Please note that should you elect to withdraw your consent, TPS may no longer be able to continue the provision of its services to you;
- b) All personal data that TPS receives in connection with your ISA Account will be provided to us by BRI. Your personal data will be processed by us only for the purpose of managing the ISA Account and for discharging our regulatory reporting responsibilities in relation thereto. We may pass your personal data to our associated companies and agents for these purposes and for the purposes of our system administration;
- c) As part of TPS' regulatory reporting responsibilities, your personal data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any applicable regulatory rules or codes. Your personal data will also be used for the purpose of preparing certain reports for submission to HMRC and for submitting claims thereto for the repayment of income tax deducted at source;
- d) Your personal data will be stored and retained by TPS in accordance with the legal and regulatory requirements to which we are subject. For example, personal data relating to transactions will typically be stored for a period of 5 years from the date of transactions whereas, for certain other personal data, we are required to store this throughout the duration of our relationship with you and, following the cessation thereof, for a period of 5 years thereafter;
- e) You are entitled to request a copy of the personal data we hold for you and, if you identify any discrepancies therein, you can request TPS to correct these;
- f) You have the right to request the erasure of personal data that TPS holds for you and we will comply with such request unless retention of the personal data is necessary for the continuing provision of our services to you or where TPS is required to retain such personal data in order to meet its legal or regulatory obligations. In the event that TPS is unable to comply with a request you make in this regard, we will notify you in writing explaining the reasons for this;
- g) You have the right to request that TPS restricts the processing of your personal data and we will comply with your request unless such processing is necessary for the continuing provision of our services to you or where processing is required under legal or regulatory obligations to which TPS is subject. In the event that TPS is unable to comply with a request you make in this regard, we will notify you in writing explaining the reasons for this;

- h) In the event that you elect to transfer your ISA Account to another ISA Manager, you have the right to request TPS to make available to you, in a machine-readable format, the personal data that we hold for you so that you can, in turn, transmit this data to your new ISA Manager; and
- i) In the event that you are dissatisfied with TPS' handling of your personal data, you have the right to make a complaint to the Information Commissioner's Office ("ICO"). Further information is available at: [www.ico.org.uk](http://www.ico.org.uk) or you can call the ICO on 0303 123 1113.

18. We reserve the right to amend these Terms provided that such variation will not prejudice compliance with the rules of the FCA or the ISA Regulations. Any amendments will be notified to you and will automatically take effect 30 calendar days later. We may vary these terms to reflect changes in the FCA Rules or the ISA Regulations without giving you prior notice. The current version of the Terms is available on our website at [www.thirdfin.com](http://www.thirdfin.com).

19. We will always communicate with you in the English language. Your dealings with us before and after you open an ISA Account with us shall be governed in accordance with English law and applicable regulation.