

Terms and Conditions

of making payments into the Cash Account via the website for Clients of Dom Maklerski TMS Brokers S.A.

§ 1 Definitions

1. The terms used in the Terms and Conditions shall be understood as follows:
 - 1) **Client** — natural person, legal entity or organisational entity without legal personality who signed the Framework Agreement with TMS Brokers and has a Cash Account with TMS Brokers;
 - 2) **Cash Account** — account used for keeping Client's funds and handling the Register of Financial Instruments and the Operating Register, opened on the basis of the Framework Agreement concluded with the Client and maintained in the Account Deposit Currency;
 - 3) **Terms and Conditions** — Terms and Conditions of making payments to the Cash Account via the website for Clients of Dom Maklerski TMS Brokers S.A.;
 - 4) **TMS Brokers** — Dom Maklerski TMS Brokers S.A. with its registered office in Warsaw at ul. Złota 59, entered into the National Court Register under number 0000204776;
 - 5) **Business hours of TMS Brokers:** 8:00 – 20:00 on business days;
 - 6) **NonStop** — proprietary application of TMS Brokers used for communication with Users via the Internet and presenting them with TMS Brokers materials and data related to their Cash Accounts. The detailed rules of the functioning of the service are set out in the NonStop Terms and Conditions available at the nonstop.tms.pl website.

§ 2 General Provisions

1. The Terms and Conditions set out the terms of making payments to the Cash Account for Clients who signed the Framework Agreement with TMS Brokers.
2. This service does not constitute the brokerage activity carried out by TMS Brokers.
3. The Client may make a payment to the Cash Account maintained by TMS Brokers using the form published on the www.tms.pl, website, the Client Zone and the NonStop zone.
4. The Terms and Conditions shall apply only if payments are made to the Client's Cash Account which authorises to conclude transactions as part of services consisting in the execution of orders to buy or sell property rights and to keep accounts and registers related to such trading by TMS Brokers in the following transaction systems:
 - TMS Trader,
 - TMS Connect,
 - TMS Prime,
 - TMS Direct.

§ 3 Terms of making payments

1. TMS Brokers shall allow the Client to make payments to the Cash Account only in the case of payment channels enabling TMS Brokers to uniquely identify the payer of funds into the Cash Account, including in relation to the following, available in the form:
 - e-transfer,
 - e-przelew,
 - payment cards,
 - electronic wallet (Skrill Wallet)

provided that the Client is entitled to use the given payment channel and has sufficient funds.

2. Lists of banks from which the Client can make a transfer in order to credit the Cash Account are available at www.tms.pl. The availability of individual banks is published on the website of Dotpay Settlement Center and the operator of the BlueCash system.
3. TMS Brokers shall not be responsible for changes in the lists referred to in clause 2 above.
4. TMS Brokers shall not be liable for a failure to complete the payment, in particular in the case of delays in communication with the settlement agent or non-acceptance of the transaction by the Dotpay Settlement Centre, operator of the BlueCash system, Skrill Ltd. or Safecharge Ltd.
5. The Client may only make payments to the Cash Account owned by the Client.
6. The Client is entitled to make payments in PLN.
7. The minimum payment amount shall be PLN 100.00, EUR 20.00.
8. The maximum payment amount in the case of the BlueCash system shall be PLN 50,000.00.
9. The maximum payment amount in the case of card payments shall be PLN 20,000.00, EUR 5,000.
10. TMS Brokers shall charge a fee in the amount specified in Appendix No. 1 to these Terms and Conditions on each Client's payment made through the Dotpay Settlement Centre, the operator of the BlueCash system, Skrill Ltd. and Safecharge Ltd.
11. TMS Brokers may refuse to execute a payment into the Cash Account via the website without giving a reason. TMS Brokers shall immediately notify the Client of the refusal.

§ 4 Making payments

1. In order to make a payment into the Cash Account via the www.tms.pl website or the Client Zone or NonStop, the Client shall enter the data specified by TMS Brokers in the form made available to the Client.
2. During the payment execution process, the Client will receive the information about the status of the initiated process.
3. The crediting of the Client's Cash Account shall depend on the time of the transaction execution in the payment channel selected by the Client as well as on the time of transaction execution by the Dotpay Settlement Centre, operator of the BlueCash system, Skrill Ltd. or Safecharge Ltd.
4. The Client's Cash Account shall be credited immediately after TMS Brokers receives the information about the payment made by the Client, save that TMS Brokers shall not be liable for delays in crediting the Client's Cash Account that occurred outside the TMS Brokers' business hours. The maximum period for crediting the Client's Cash Account is specified in the Terms and conditions of the provision of services, referred to in § 5 clause 3.
5. If after the execution of the transaction the information about its improper execution appears, the Client shall try again or contact the Customer Service Department.

§ 5 Final provisions

1. These Terms and conditions are available on the www.tms.pl, website, in the Client Area and NonStop.
2. If the Client identifies any irregularities related to the process of making payments via the website, the Client shall immediately notify the Customer Service Department of the same. Only irregularities related to the process of making payments via the website into the Client's Cash Account may be the subject of a complaint submitted under these Terms and Conditions. After submitting an order for executing the payment and the lack of information on the status of the execution of the operation, the Client shall first contact the bank whose services it uses or Dotpay Settlement Center (Dotpay hotline), the operator

of the BlueCash system, Skrill Ltd. or Safecharge Ltd. If the information on the execution of the operation is received from the Dotpay Settlement Center or the operator of the BlueCash system and funds are not booked in the Cash Account, the Client shall immediately contact the Customer Service Department.

All other reservations and complaints, including those related to the conclusion of orders by the Client, shall be reported on the basis of the Terms and Conditions of the provision of:

- services consisting in the execution of orders by Dom Maklerski TMS S.A. in the MT5 transaction system, keeping cash accounts and registers and currency exchange,
 - services consisting in the execution of orders by Dom Maklerski TMS S.A. in the MT4 transaction system, keeping cash accounts and registers and currency exchange,
 - services consisting in the execution of orders by Dom Maklerski TMS S.A. in the TMS Direct and TMS MiniDirect transaction systems, keeping cash accounts and registers and currency exchange.
3. TMS Brokers reserves the right to amend these Terms and Conditions. The content of the amended Terms and Conditions shall be made available on the www.tms.pl, website, in the Client Zone and on the NonStop website.
 4. These Terms and Conditions shall apply from 11 July 2018.

Appendix No. 1**Fees related to the execution of payments into the Client's cash account**

Payments executed by Dotpay Settlement Centre	
e-transfer	2.00%
e-przelew	2.00%
Payments executed by the operator of BlueCash system	
e-transfer executed through operators other than those specified in the third row	0.00
e-przelew executed through operators other than those specified in the fourth row	0.00
e-transfer executed through mTransfer, MultiTransfer and Orange Finanse	2.00%
e-przelew executed through mTransfer, MultiTransfer i Orange Finanse	2.00%
Payments executed by Skrill Ltd.	
Electronic wallet (Skrill Wallet)	0.00
Payments executed by Safecharge Ltd.	
Visa or MasterCard payment card	0.00