

Terms and Conditions for using the demo version of transaction systems offered by Dom Maklerski TMS Brokers S.A.

§1

Definitions:

- 1) **Client**- a natural person (including a natural person conducting business activity), a legal person or an organizational unit without legal personality who has opened a test account in order to test the demonstration versions of transaction systems included in the TMS Brokers offer;
- 2) **TMS Brokers** - Dom Maklerski TMS Brokers S.A. with its registered office in Warsaw, registered by the District Court for the Capital City Warsaw, XII Commercial Department of the National Court Register under number 0000204776;
- 3) **Terms and Conditions** - *Terms and Conditions for using the demo version of transaction systems offered by Dom Maklerski TMS Brokers S.A.*

§2

These Terms and Conditions set out the principles of cooperation between the Client and TMS Brokers in the use of the demo version of selected transaction systems offered by TMS Brokers.

§3

1. TMS Brokers declares that:
 - 1) due to technical limitations of the demo version of transaction systems and the lack of actual transactions on the financial market, concluding transactions on test accounts differs from concluding transactions on real accounts;
 - 2) in the demonstration version of transaction systems, there may be differences in relation to real transaction systems, in particular regarding the method of calculating swap points - calculated in the minimum trading step for a given instrument, their amount, as well as in the dates of rolling of individual financial instruments;
 - 3) stock data available in demonstration systems are data delayed by at least 15 minutes.
2. Demo version of TMS Brokers transaction systems is available for the purposes of promoting services provided by TMS Brokers and to familiarize the Client with the basic principles of concluding transactions in transaction systems offered by TMS Brokers. Transactions concluded in the demo version of transaction systems are not reflected in the results obtained from transactions concluded via a real account at TMS Brokers, in

particular they should not be the basis for determining investment strategies by Clients on real accounts at TMS Brokers.

§4

1. The Client intending to use the demo version of the transaction system should first accept the Terms and Conditions.
2. Registering by the Client on the TMS Brokers website in order to gain access to the demo version of any transaction system (hereinafter referred to as "Registration") is tantamount to acceptance of the Terms and Conditions and conclusion of the agreement for the provision of electronic services without the need to submit additional declarations of will in this regard.
3. The demo version of the transaction system is selected by means of Registration in the form appropriate for the given transaction system. If the Client wants to test many TMS Brokers transaction systems, the Client must register separately each time.
4. The demo version of the transaction system chosen by the Client is made available to the Client on the day of Registration.

§5

The condition of gaining access to the demo version of transaction systems is:

- 1) providing name, email address and telephone number; and
- 2) becoming familiar with the principles of these Terms and Conditions and accepting them.

§6

Using the demo version of TMS Brokers transaction systems is free.

§7

Test accounts are valid for:

- 1) 180 days from the date of Registration for the TMS Connect service variant,
- 2) 90 days from the date of Registration for the TMS Direct service variant.

§8

1. The administrator of the Client's personal data is TMS Brokers. The Client declares that he has been notified of this fact.

2. The Client declares that he or she provided the data required for Registration voluntarily and the data provided by him or her are correct.

§9

In the event that the Client provides data while completing the registration form that makes it impossible to contact the Client, TMS Brokers reserves the right to shorten the validity period of the test account.

§10

1. The Client undertakes to use quotes and stock market data only for the purposes of testing the demo versions of transaction systems offered by TMS Brokers. Thus, the Client has no right to further distribute quotes and stock market data, use the data in applications other than those offered by TMS Brokers or publish limited data extracts.
2. The use of stock market data by the Client for purposes other than those indicated in these Terms and Conditions constitutes a violation of intellectual property rights.

§11

1. TMS Brokers reserves the right to change the provisions of these Terms and Conditions at any time.
2. In the event of changes to the Terms and Conditions, TMS Brokers will provide the consolidated text of the Terms and Conditions by publishing as part of the website www.tms.pl and by e-mail sent to the e-mail address provided by the Client during Registration or if the Client makes it address update - to the new e-mail address provided by the Client.