

# 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. Zlota 59, entered into the National Court Register under number 0000204776;
  - 5) **Business hours of TMS Brokers:** 8:00 – 20:00 on business days.

## § 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](http://www.tms.pl) website and the Client 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 offer variants:
  - TMS Trader,
  - TMS Connect,
  - TMS Prime,
  - TMS Direct / TMS MiniDirect.

## § 3 Terms of making payments

1. TMS Brokers shall allow the Client to make payments to the Cash Account, including in relation to the following, available in the form:
  - e-transfer online,
  - fast transfer (instant transfer with the use of online payments, in particular the so-called pay-by-link),
  - payment cards.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 published on the website of Dotpay Settlement Center, on the website of Trustly and on the website

of Blue Media. The list of banks is also available on the TMS Brokers website if you choose payment via BlueMedia.

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, Trustly, Blue Media 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 or EUR.
7. The minimum payment amount shall be PLN 100.00, EUR 20.00.
8. The maximum payment amount in the case of Blue Media shall be PLN 50,000.00.
9. The maximum payment amount in the case of card payments shall be EUR 15,000 or in PLN the equivalent of EUR 15,000 at the current exchange rate.
10. The maximum amount of one-time payment of the Client may be changed by TMS Brokers in individual situations, without having to change the Terms and Conditions.
11. 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, Trustly, Blue Media and Safecharge Ltd.
12. 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.
13. In the case of payment to the Cash Account via Trustly, the Client has a blocked withdrawal of these funds for 5 business days from the date of payment or until the confirmation of their booking by Trustly (depending on which event occurs first).

#### **§ 4 Making payments**

1. In order to make a payment into the Cash Account via the [www.tms.pl](http://www.tms.pl) website or the Client Zone 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, Trustly, Blue Media 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 (subject to the provisions of the clause 6 below), 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 2.
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 in TMS Brokers.

6. In the case of payment to the Cash Account via Trustly, the Client's Cash Account will be credited immediately after TMS Brokers receives confirmation of crediting the funds by Trustly (no later than within 2 business days).

### **§ 5 Final provisions**

1. These Terms and conditions are available on the [www.tms.pl](http://www.tms.pl) website and in the Client Zone.
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), Trustly, Blue Media or Safecharge Ltd. If the information on the execution of the operation is received from the Dotpay Settlement Center, Trustly, Safecharge Ltd. or the operator of the Blue Media 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 of executing orders to purchase or sell financial instruments, keep accounts and registers related to this trade and currency exchange – TMS Trader,
  - services of executing orders to purchase or sell financial instruments, keep accounts and registers related to this trade and currency exchange - TMS Connect,
  - services consisting in the execution of orders by Dom Maklerski TMS S.A. in the TMS Direct transaction systems, keeping cash accounts and registers and currency exchange,
  - services consisting in the execution of orders by Dom Maklerski TMS S.A. in the TMS MiniDirect transaction systems, keeping cash accounts and registers and currency exchange,
  - services of executing orders to purchase or sell financial instruments, keep accounts and registers related to this trade and currency exchange - TMS Direct,
  - services of executing orders to purchase or sell financial instruments, keep accounts and registers related to this trade and currency exchange - TMS MiniDirect.
3. TMS Brokers makes withdrawal of funds to the Customer's bank account.
  4. 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](http://www.tms.pl) website and in the Client Zone.
  5. These Terms and Conditions shall apply from 05 November 2019.

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

<b>Payment by bank transfer to the account indicated in the Information sheet about TMS Brokers</b>	
payment on a cash account	0,00 %
<b>Payments executed by Dotpay Settlement Centre</b>	
payment to the cash account	2,00%
<b>Payments executed by Blue Media</b>	
payment to the cash account, excluding the channels presented below	0,00 %
Payment to the cash account via mTransfer or Orange Finance	2,00 %
the first payment of the Client via Blue Media - regardless of the bank	0,00 %
<b>Payments executed by Safecharge Ltd.</b>	
Visa or MasterCard payment card	0,00 %
<b>Payments executed by Trustly</b>	
payment to the cash account	0,00 %