

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

Definitions:

Client - a natural person (including a natural person running a business), a legal person or an organizational unit without legal personality, which by registration is willing to test transaction systems included in the TMS offer.

TMS - 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 204776.

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

1. These Terms and Conditions define the rules of cooperation between the Client and TMS while using the demo version of transaction systems offered by TMS.
2. The Client intending to use the demo version of transaction systems, should accept the Terms and Conditions, whereas registration by the Client on the TMS website in order to access the demo version of any of the transaction systems is tantamount to acceptance of the Terms and Conditions and concluding an agreement for the provision of electronic services without the need to submit additional statements of will in this regard.
3. TMS Brokers provides the Client for testing the demo version of transaction system selected by the Client on the day of the Client registration. The selection of the demo system takes place by registering in the form appropriate for the given transaction system. If the Client wants to test multiple systems, the Client must always register separately.
4. The use of the demo version of TMS trading systems is free.
5. The Client declares that he or she uses the demo version of transaction systems in order to test transaction systems and familiarize himself or herself with TMS services.
6. The condition for gaining access to the demo version of transaction systems is:
 - a. providing the Client name, email address, telephone number, voivodship; and
 - b. The Client consent to the processing of personal data by TMS; and
 - c. familiarization with the principles of these Terms and Conditions.

7. The administrator of the Client's personal data is TMS. The Client declares that he or she has been notified about this fact.
8. The Client has the right to inspect and correct their personal data.
9. The Client declares that he or she provided the personal data required for registration voluntarily and that the personal data provided by him or her are correct.
10. Demo accounts are valid by:
 - a. 30 days from the date of registration for TMS Trader, TMS Prime and TMS Connect,
 - b. 90 days from the date of registration for TMS Direct.
11. In the event of providing incorrect contact details, TMS reserves the right to shorten the validity period of the demo account.
12. In case of withdrawal of consent for the processing of personal data for marketing purposes, TMS reserves the right to shorten the validity period of the demo account.
13. TMS Brokers processes the personal data for marketing purposes. By registering on the TMS website, the Client agrees to contact from TMS for marketing purposes.
14. The Client consents to the transmission of commercial information within the meaning of the Act on the provision of electronic services dated on 18 July, 2002.
15. The Client agrees to sending him or her by email:
 - a. cyclical information on changes in the scope of services offered, including amendments in transaction systems,
 - b. information about trainings and seminars organized by TMS,
 - c. educational materials.
16. The Client agrees to telephone contacts with TMS employees. The Client agrees to record these conversations. TMS records conversations to control the quality of TMS customer service.
17. Stock market data's available in demo version are market data's delayed by at least 15 minutes.
18. The Customer undertakes to use quotes and stock market data only for testing transaction systems offered by TMS Brokers. Thus, the Customer has no right to further distribute this data, use this data in applications other than those offered by TMS Brokers or publish limited extracts of data.
19. The Client's use of stock market data for purposes other than those set out in these Terms and Conditions constitutes an infringement of intellectual property rights.

20. TMS reserves the right to amend the provisions of these Terms and Conditions at any time. Information about the amendments will be announced on the TMS website in the "News" tab 14 days before the amendments to the Terms and Conditions take effect.