

# **Terms and Conditions**

## **of making payments into the Cash Account**

### **via website for Clients of OANDA 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 OANDA TMS and has a Cash Account with OANDA TMS;
  - 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 Base Currency;
  - 3) **Terms and Conditions** — „*Terms and Conditions of making payments to the Cash Account via the website for Clients of OANDA TMS Brokers S.A.*”;
  - 4) **OANDA TMS** — OANDA TMS Brokers S.A. with its registered seat in Warsaw, Poland, address: Rondo Daszyńskiego 1, 00-843 Warsaw, Poland, entered to the Entrepreneurs Register of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register with KRS number 0000204776, having statistical number REGON 015715078, Tax Identification Number [NIP]: 5262759131, share capital of PLN 3 537 560,00, paid in full, having a status of large entrepreneur within the meaning of Polish Act on Counteracting Excessive Delays in Commercial Transactions;
  - 5) **Business hours of OANDA TMS** - 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 OANDA TMS.
2. Services provided under these Terms and Conditions do not constitute the brokerage activity carried out by OANDA TMS.
3. The Client may make a payment to the Cash Account maintained by OANDA TMS using the form published on OANDA TMS' website and in 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 financial instruments, safeguarding and recordkeeping of financial instruments, including the keeping of Cash Accounts and currency exchange provided by OANDA TMS in the following offer variants:
  - CFDs (TMS Connect, TMS Trader),
  - Stocks,

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- TMS Direct / TMS MiniDirect,
- TMS Markets.

### § 3 Terms of making payments

- OANDA TMS shall allow the Client to make deposits to the Cash Account, including in relation to the following, available in the form:
  - e-transfer online,
  - fast transfer (quick 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, except for credit cards issued to residents of Spain, in accordance with the guidelines of the Spanish Securities Commission (CNMV),
- 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 OANDA TMS website if you choose payment via BlueMedia.
- OANDA TMS shall not be responsible for changes in the lists referred to in clause 2 above.
- OANDA TMS 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 Nuvei Ltd.
- The Client may make payments in PLN, USD, GBP, CZK or EUR. Blue Media makes payments for TMS Markets service variant in PLN only.
- The minimum payment amount shall be:
  - for payments through **BlueMedia and Dotpay** systems: PLN 50.00,
  - for payments **with payment card** (through Nuvei Ltd.) and through **Trustly** system: USD 25.00, EUR 25.00, GBP 25.00, CZK 500.00, PLN 50.00.
- The maximum payment amount shall be:
  - for payments **with payment card** (through Nuvei Ltd.): 50 000.00 EUR or its equivalent,
  - for payments through **BlueMedia and Dotpay** systems: 50 000.00 PLN,
  - for payments through **Trustly** system, the maximum amount of quick transfer depends on limits set for Client's bank.
- The maximum amount of one-time payment of the Client may be changed by OANDA TMS in individual situations, without having to change the Terms and Conditions.
- OANDA TMS shall charge a fee in the amount specified in Appendix No. 1 to these Terms and Conditions on each Client's payment (to the Cash Account maintained by OANDA TMS for the Client as part of the service variant: CFDs, TMS Direct, TMS MiniDirect) made through the Dotpay Settlement Centre, Trustly, Blue Media and Nuvei Ltd. OANDA TMS shall charge a fee in the amount specified in Appendix No. 4 to these Terms and Conditions on each Client's payment (to

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the Cash Account maintained by OANDA TMS for the Client as part of the service variant: TMS Markets) made through the Dotpay Settlement Centre, Blue Media and Nuvei Ltd. In the case of a Client's payment to the Cash Account as part of the Stocks service variant, OANDA TMS charges a fee in the amount specified in Appendix No. 2 to these Terms and Conditions (in the case of an internal transfer from a Cash Account maintained under a service variant other than Stocks, made within 7 days from the date of payment of funds to it, OANDA TMS is entitled to collect the amount constituting the difference between the indicated in Appendix No. 2 and the one indicated in Appendix No. 1 to these Terms and Conditions depending on the selected payment channel).

10. OANDA TMS may refuse to execute a payment into the Cash Account via the website without giving a reason. OANDA TMS shall immediately notify the Client of the refusal.
11. OANDA TMS is entitled to charge a fee equal to the commission charged by Trustly, Blue Media or Nuvei Ltd. from OANDA TMS for making transfers before making a cash withdrawal (not applicable to TMS Markets).
  - 1) in the event of the Client making payments to a Cash Account (via Trustly, Blue Media or Nuvei Ltd.) and withdrawals from a Cash Account within 60 days (from the date of the last payment) justifying the supposition that they are carried out for purposes other than investment in as part of the service of executing orders to buy or sell financial instruments or the receipt and transmission of orders to buy or sell financial instruments provided by OANDA TMS; or
  - 2) in the event of termination of the Framework Agreement on the basis of the premise of the Client using a strategy of investment that is inconsistent with the principle of equality of parties under a Framework Agreement aimed at using a technological or information advantage.
13. The detailed amount of the fee, depending on the selected option, is set out in Appendix no. 3 to these Terms and Conditions.
14. 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); [www.tmsbrokers.com](http://www.tmsbrokers.com); [www.oanda.com](http://www.oanda.com) website or the Client Zone the Client shall enter the data specified by OANDA TMS 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 Nuvei Ltd.
4. The Client's Cash Account shall be credited immediately after OANDA TMS receives the information about the payment made by the Client (subject to the provisions of the clause 6 below),

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save that OANDA TMS shall not be liable for delays in crediting the Client's Cash Account that occurred outside the OANDA TMS' 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 OANDA TMS.
6. In the case of payment to the Cash Account via Trustly, the Client's Cash Account will be credited immediately after OANDA TMS 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); [www.tmsbrokers.com](http://www.tmsbrokers.com); [www.oanda.com](http://www.oanda.com) 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 Nuvei Ltd. If the information on the execution of the operation is received from the Dotpay Settlement Center, Trustly, Nuvei 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 applicable to the provision of the following services:

- execution of orders by OANDA TMS Brokers S.A., keeping cash accounts and registers and currency exchange,
- executing orders to purchase or sell financial instruments, keep accounts and registers related to this trade and currency exchange – TMS Trader,
- executing orders to purchase or sell financial instruments, keep accounts and registers related to this trade and currency exchange - TMS Connect,
- execution of orders by OANDA TMS Brokers S.A. in the TMS Direct transaction systems, keeping cash accounts and registers and currency exchange,
- execution of orders by OANDA TMS Brokers S.A. in the TMS MiniDirect transaction systems, keeping cash accounts and registers and currency exchange,
- executing orders to purchase or sell financial instruments, keep accounts and registers related to this trade and currency exchange - TMS Direct,

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- executing orders to purchase or sell financial instruments, keep accounts and registers related to this trade and currency exchange - TMS MiniDirect.
3. OANDA TMS executes instructions on withdrawals to the Customer's bank account.
  4. OANDA TMS reserves the right to amend these Terms and Conditions. The amended Terms and Conditions shall be made available on the OANDA TMS website and in the Client Zone.
  5. These Terms and Conditions shall apply from 6 November 2023.

## Appendix No. 1

Fees related to the execution of payments into the Client's cash account in the case of service variant CFDs (TMS Connect, TMS Trader), TMS Direct, TMS MiniDirect.

<b>Payment by bank transfer to the account indicated in the Information sheet about OANDA TMS</b>	
payment on a cash account	0,00 %
<b>Payments executed by Dotpay Settlement Centre</b>	
payment to the cash account	2.00% (including up to 1.4% as a fee for Dotpay S.A., the remainder as a fee for OANDA TMS)
<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, MultriTransfer or Orange Finance	2.00% (including 1.5% as a fee for Blue Media S.A., 0.5% as a fee for OANDA TMS)
the first payment of the Client via Blue Media - regardless of the bank	0,00 %
<b>Payments executed by Nuvei Ltd.</b>	
Visa or MasterCard payment card	0,00 %
<b>Payments executed by Trustly</b>	
payment to the cash account	0,00 %

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## Appendix No. 2

Fees related to the execution of payments into the Client's cash account in the case of service variant Stocks

<b>Payment by bank transfer to the account indicated in the Information sheet about OANDA TMS</b>	
payment to a cash account	0,00 %
<b>Payments executed by Dotpay Settlement Centre</b>	
payment to the cash account	1,5% (including up to 1.4% as a fee for Dotpay S.A., the remainder as a fee for OANDA TMS)
<b>Payments executed by Blue Media</b>	
Payment to a cash account in the amount of PLN 0.01 – 500.00	0,2% (including the difference between the amount charged and PLN 0.9, as a fee for OANDA TMS)
Payment to a cash account in the amount of PLN 500.01 – 1000.00	0,2% (including the difference between the amount charged and PLN 1, as a fee for OANDA TMS)
Payment to a cash account in the amount of PLN 1000.01 – 2000.00	0,2% (including the difference between the amount charged and PLN 2, as a fee for OANDA TMS)
Payment to a cash account in the amount of PLN 2000.01 – 3000.00	0,2% (including the difference between the amount charged and PLN 3, as a fee for OANDA TMS)
Payment to a cash account in the amount of PLN 3000.01 – 4000.00	0,2% (including the difference between the amount charged and PLN 4, as a fee for OANDA TMS)

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Payment to a cash account in the amount of PLN 4000.01 – 5000.00	0,2% (including the difference between the amount charged and PLN 5, as a fee for OANDA TMS)
Payment to a cash account in the amount of PLN 5000.01 – 10000.00	0,2% (including the difference between the amount charged and PLN 10, as a fee for OANDA TMS)
Payment to a cash account in the amount of PLN 10000.01 – 15000.00	0,2% (including the difference between the amount charged and PLN 15, as a fee for OANDA TMS)
Payment to a cash account in the amount of PLN 15000.01 – 20000.00	0,2% (including the difference between the amount charged and PLN 20, as a fee for OANDA TMS)
Payment to a cash account in the amount of PLN 20000.01 – 30000.00	0,2% (including the difference between the amount charged and PLN 25, as a fee for OANDA TMS)
Payment to a cash account in the amount of PLN 30000.01 – 35000.00	0,2% (including the difference between the amount charged and PLN 30, as a fee for OANDA TMS)
Payment to a cash account in the amount of PLN 35000.01 – 40000.01	0,2% (including the difference between the amount charged and PLN 35, as a fee for OANDA TMS)
Payment to a cash account in the amount of PLN 40000.01 – 45000.00	0,2% (including the difference between the amount charged

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	and PLN 40, as a fee for OANDA TMS)
Payment to a cash account in the amount of PLN 45000.01 and more	0,2% (including the difference between the amount charged and PLN 45, as a fee for OANDA TMS)
Payment to the cash account via mTransfer or Orange Finance	1,5%
Payment to a cash account in CZK	2.5%
<b>Payments executed by Nuvei Ltd.</b>	
Visa or MasterCard payment card for all supported currencies (conversion fees may apply if transfer will be initiated in currencies different than GBP, EUR, USD, PLN)	0.2 EUR on payment transaction + 1.08% of the deposit amount (including as a fee for OANDA TMS in the case of Visa Credit - 0.25%, Visa Debit - 0.36%, Master Card Debit - 0.1%)
<b>Payments executed by Trustly</b>	
payment to the cash account in EUR	1.5% of the deposit amount (minimum 1.5 EUR; maximum 27 EUR

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### Appendix No. 3

Fees pursuant to § 3 para. 13 of the Terms and Conditions.

<b>Payments executed by Blue Media</b>	
Payment to a cash account in the amount of PLN 0.01 – 500.00	0.9 PLN on payment transaction
Payment to a cash account in the amount of PLN 500.01 – 1000.00	1 PLN on payment transaction
Payment to a cash account in the amount of PLN 1000.01 – 2000.00	2 PLN on payment transaction
Payment to a cash account in the amount of PLN 2000.01 – 3000.00	3 PLN on payment transaction
Payment to a cash account in the amount of PLN 3000.01 – 4000.00	4 PLN on payment transaction
Payment to a cash account in the amount of PLN 4000.01 – 5000.00	5 PLN on payment transaction
Payment to a cash account in the amount of PLN 5000.01 – 10000.00	10 PLN on payment transaction
Payment to a cash account in the amount of PLN 10000.01 – 15000.00	15 PLN on payment transaction
Payment to a cash account in the amount of PLN 15000.01 – 20000.00	20 PLN on payment transaction
Payment to a cash account in the amount of PLN 20000.01 – 30000.00	25 PLN on payment transaction
Payment to a cash account in the amount of PLN 30000.01 – 35000.00	30 PLN on payment transaction
Payment to a cash account in the amount of PLN 35000.01 – 40000.01	35 PLN on payment transaction
Payment to a cash account in the amount of PLN 40000.01 – 45000.00	40 PLN on payment transaction
Payment to a cash account in the amount of PLN 45000.01 and more	45 PLN on payment transaction
<b>Payments executed by Nuvei Ltd.</b>	
Credit card Visa Credit	<b>For payments in EUR and PLN:</b> EUR 0.2 on payment transaction + 0.83% of the payment amount
	<b>For payments in CZK and GBP:</b> EUR 0.2 on payment transaction + 1,33% of the payment amount
Credit card Visa Debit	<b>For payments in EUR and PLN:</b> EUR 0.2 on payment transaction + 0.72% of the payment amount
	<b>For payments in CZK and GBP:</b> EUR 0.2 on payment transaction + 1.22% of the payment amount
Credit card MasterCard Credit	<b>For payments in EUR and PLN:</b> EUR 0.2 on payment transaction + 1.08% of the payment amount

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	<b>For payments in CZK and GBP:</b> EUR 0.2 on payment transaction + 1.58% of the payment amount
Credit card MasterCard Debit	<b>For payments in EUR and PLN:</b> EUR 0.2 on payment transaction + 0.98% of the payment amount
	<b>For payments in CZK and GBP:</b> EUR 0.2 on payment transaction + 1.48% of the payment amount
<b>Payments executed by Trustly</b>	
payment to the cash account	1.5% of the deposit amount (minimum EUR 1.5; maximum EUR 27)

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#### Appendix No. 4

Fees related to the execution of payments into the Client's cash account in the case of service variant TMS Markets

<b>Payment by bank transfer to the account indicated in the Information sheet about OANDA TMS</b>	
payment on a cash account	0,00 %
<b>Payments executed by Dotpay Settlement Centre</b>	
payment to the cash account	0.00%
<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, MultriTransfer or "I pay with Citi Handlowy".	PLN 0.00 (the first payment of the week, each subsequent deposit costs 1.3% of the net deposit amount *)
<b>Payments executed by Nuvei Ltd.</b>	
Visa or MasterCard payment card	1.3% of the net deposit amount
Visa or MasterCard payment card - the first payment to the cash account	0,00 %
* A week is the period between Monday 00:00:00 and Sunday 23:59:59 CEST or CET (depending on the time zone in Poland on a given day).	

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