

**TERMS AND CONDITIONS OF THE INFORMATION AND EDUCATIONAL SERVICE AND
DEMO ACCOUNT SERVICE OF OANDA TMS BROKERS S.A.**

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§ 1 Definitions

1. **Identification Password** - the password chosen by the User during the Demo Account registration process on the Website, necessary for the proper authorization of the User utilizing the Demo Account,
2. **Declaration** - a declaration of will or other declaration related to the provision of the Services referred to in the Terms and Conditions by OANDA TMS,
3. **Electronic Communications Law** - the Act of July 12, 2024 - Electronic Communications Law,
4. **Terms and Conditions** - this document setting out the terms and conditions for the provision of the Information and Educational Service and the Demo Account Service, made available on the OANDA TMS Website in a manner that allows for obtaining, reproducing, and recording the content of the Terms and Conditions using the ICT System utilized by the User,
5. **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation),
6. **Website** - the OANDA TMS website available at www.oanda.com/eu-en or its foreign language equivalents; through which OANDA TMS provides the Services referred to in the Terms and Conditions,
7. **ICT System** - a set of cooperating IT devices and software, allowing to process, store, transmit and receive data through telecommunications networks using a terminal equipment appropriate for a specific type of network within the meaning of the Electronic Communications Law,
8. **Electronic Communication Means** - technical solutions, including ICT equipment and software tools cooperating with them, allowing individual remote communication using data transmission between ICT Systems, in particular electronic mail,
9. **Provision of Services by Electronic Means** - performance of a service provided without the simultaneous presence of the parties (at a distance), through the transfer of data at the individual request of the User, sent and received by means of electronic processing equipment, including digital compression, and data storage, which is entirely transmitted, received, or broadcast via a telecommunications network within the meaning of the Electronic Communications Law,
10. **OANDA TMS** - OANDA TMS Brokers S.A. with its registered office in Warsaw, Rondo Daszyńskiego 1, 00-843 Warsaw, entered into the register of entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, 13th Economic Division of the National Court Register under KRS number 0000204776, having REGON 015715078, Tax Identification Number (NIP) 526-27-59-131. Contact details: e-mail: dommaklerski@tms.pl, tel. +48 602 348 048. OANDA TMS is subject to the supervision of the Polish Financial Supervision Authority on the basis of a license dated April 26, 2004; OANDA TMS is simultaneously the controller of the Users' data, providing the Services ordered by the User referred to in the Terms and Conditions; OANDA TMS has the status of a large enterprise within the meaning of the Act on counteracting excessive delays in commercial transactions,
11. **Information and Educational Service Agreement** - an agreement of a general nature concluded between OANDA TMS and the User, the subject of which is the provision of the Information and Educational Service,
12. **Information and Educational Service** - the Information and Educational Service provided electronically by OANDA TMS on the basis of these Terms and Conditions and the Information and Educational Service Agreement; the detailed scope of the Information and Educational Service is described in § 4 of the Terms and Conditions,
13. **User** - a natural person, a legal person, or an organizational unit without legal personality who, via the registration form, ordered the Information and Educational Service or the Demo Account Service and declared that they have read the terms of the Terms and Conditions and confirmed the acceptance thereof,
14. **Trading System** - Trading System within the meaning of the *"Terms and Conditions governing the provision of services of execution of orders by OANDA TMS Brokers S.A., as well as maintaining cash accounts and registers, and foreign exchange"*, available at www.oanda.com/eu-en/documents, as well as its unreal counterpart intended for the execution of unreal transactions on the Demo Account;
15. **Demo Account** - a demonstration account enabling the execution of unreal (simulated) transactions on financial instruments based on unreal funds, rather than real capital,

16. **Real Account** - Account within the meaning of the *"Terms and Conditions governing the provision of services of execution of orders by OANDA TMS Brokers S.A., as well as maintaining cash accounts and registers, and foreign exchange"* available at www.oanda.com/eu-en/documents,
17. **Demo Account Service** - a service provided electronically by OANDA TMS on the basis of these Terms and Conditions and the Demo Account Agreement, the detailed scope of which is described in § 5 of these Terms and Conditions,
18. **Demo Account Agreement** - an Agreement concluded between OANDA TMS and the User, the subject of which is the provision of the Demo Account Service,
19. **Financial Instruments** - Financial Instruments within the meaning of the *"Terms and Conditions governing the provision of services of execution of orders by OANDA TMS Brokers S.A., as well as maintaining cash accounts and registers, and foreign exchange"* available at the website www.oanda.com/eu-en/documents,
20. **Services** – collectively the Information and Educational Service and the Demo Account Service.

§ 2 General Provisions

1. The Terms and Conditions are addressed to Users using the and Information and Educational Service and the Demo Account Service.
2. All matters related to the use of Real Accounts and the execution of transactions through them, the subject of which are Financial Instruments, are regulated in a separate document – the *"Terms and Conditions governing the provision of services of execution of orders by OANDA TMS Brokers S.A., as well as maintaining cash accounts and registers, and foreign exchange"*. These Terms and Conditions do not constitute a basis for concluding any agreement with OANDA TMS, the subject of which is, in particular, the opening and use of Real Accounts.
3. OANDA TMS, by providing the Information and Educational Service, provides Users with informational and educational materials aimed at increasing the knowledge of future investors in the field of entering into transactions, the subject of which are Financial Instruments.
4. OANDA TMS provides the Information and Educational Service in the belief that the knowledge and skills obtained owing to the information and educational materials provided will allow investors using the OANDA TMS investment platform (within the Real Account) to more often make investment decisions appropriate for them.
5. The User is obliged to comply with the recommendations of OANDA TMS regarding security principles when using the Electronic Communication Means. It is in the User's interest to maintain the Identification Password enabling access to the Demo Account in confidence in order to prevent its disclosure to unauthorized persons. In the event of a suspicion that this data has come into the possession of unauthorized third parties, the User shall immediately change the Identification Password or notify OANDA TMS of this fact in order to set up a new Identification Password.
6. OANDA TMS reserves the right to temporarily suspend for the Users the possibility to submit Declarations electronically (e.g., a declaration on changing personal data):
 - 1) in the event the User is found to act in a manner contrary to the Terms and Conditions or generally applicable laws;
 - 2) in cases justified by security reasons;
 - 3) in the event the User provides incorrect, incomplete, or false data.
7. The User agrees that Declarations related to the performance of the Information and Educational Service Agreement, the Demo Account Agreement, and these Terms and Conditions, including all correspondence with OANDA TMS, may be provided in electronic format, including electronic mail.

§ 3 Terms of the provision of the Information and Educational Service and the Demo Account Service

1. The commencement of providing the Information and Educational Service or the Demo Account Service will take place after the Information and Educational Service Agreement or the Demo Account Agreement is concluded. This means that each of the Services is provided based on a separate agreement concluded under these Terms and Conditions.

2. The Information and Educational Service Agreement is concluded upon the successful submission of the registration form or other form, for example an e-book subscription form available on the Website or its subpages together with a Declaration of reading the terms of the Terms and Conditions and their acceptance.
3. The Demo Account Agreement is concluded after performing the following activities: successful submission of the registration form available on the Website or its subpages, submission of a Declaration of reading the terms of the Terms and Conditions and their acceptance, and confirmation of the e-mail address in accordance with the instructions described in the e-mail sent to the User by OANDA TMS.
4. The provision of the Information and Educational Service, as well as the Demo Account Service, is free of charge.
5. While using the Services, the User is prohibited from providing unlawful content and content that infringes third-party rights.
6. Individual messages sent as part of the Services may constitute works within the meaning of copyright law and shall be protected by the law. Any copying, modification, and use in a manner contrary to the purpose or without the prior written consent of OANDA TMS may constitute an infringement of the law, and using them is permitted solely for the purposes specified in these Terms and Conditions.
7. When registering, the User is obliged to enter data consistent with the facts, and in the case of their change, is obliged to update them also in accordance with the truth.
8. The Information and Educational Service Agreement is concluded for an indefinite period, and the Demo Account Agreement is concluded for a period of 180 days, i.e., for the time specified in § 5 sec. 2 point 4 of these Terms and Conditions.
9. For the provision of the Information and Educational Service and the Demo Account Service, in particular for the purpose of sending information of an informational and educational nature ordered by the User, OANDA TMS uses Electronic Communication Means, such as electronic mail, voice calls, SMS/MMS messages, and push notifications.
10. The User is informed about the fact of recording telephone conversations each time before the start of the telephone conversation. Acceptance of this fact is the condition for the provision of the Service in the form of a telephone conversation. In the case of lack of acceptance of the recording of the conversation referred to in the previous sentence, the User shall end the call.

§ 4 Detailed scope of the Information and Educational Service

1. As part of providing the Information and Educational Service, OANDA TMS will provide Users with:
 - 1) educational materials related to investing in the form of ebooks, audiobooks, video recordings, reports, and analyses;
 - 2) information on investment methods with OANDA TMS, including in the form of manuals about using functionalities of the OANDA TMS Trading System;
 - 3) information on investment events organized by OANDA TMS;
 - 4) information on competitions organized by OANDA TMS on Demo Accounts (participation in each competition will require reading and accepting additional regulations of a given competition; all complaints related to competitions will be handled in accordance with the complaints procedure set out in the given competition regulations);
 - 5) substantive support in investing (e.g., conversations with consultants);
 - 6) information on significant market events;
 - 7) technical and substantive support in opening and maintaining accounts (including the Demo Account and the Real Account); this support may be provided via telephone calls or via the WhatsApp application (provided the User expresses consent for using WhatsApp) for a period of 90 days from the conclusion of the Information and Educational Service Agreement between the User and OANDA TMS;
 - 8) news concerning OANDA TMS;
 - 9) statistics on the activity related to the use of investment tools.

For the avoidance of doubt, OANDA TMS declares that the above content and activities do not constitute direct marketing, and their purpose is to provide support to OANDA TMS Clients with regard to creating and operating a Demo Account or a Real Account, as well as providing the requested educational content related to investing.

2. The type of communication channel (e-mail/sms/telephone conversation) via which the content indicated in clause 1 will be delivered to Users is determined by the choice made by OANDA TMS, depending on the type of

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content and the prevailing circumstances, e.g., support related to opening a Demo Account or a Real Account may be provided via a telephone conversation.

§ 5 Detailed scope of the Demo Account Service

1. Under these Terms and Conditions, OANDA TMS may also provide the Demo Account Service. As part of providing the Demo Account Service, the User has the possibility to submit Declarations related to the execution of orders to buy or sell unreal financial instruments in the demo version of the account, i.e., the Demo Account.
2. The Demo Account, i.e., the demo version of the Trading System:
 - 1) The User, by ordering the Demo Account Service, obtains access to a demonstration version of the Trading System in order to acquire practical skills in investing - the Demo Account.
 - 2) This section sets out the rules of cooperation between the User and OANDA TMS during the use of the Demo Account Service offered by OANDA TMS.
 - 3) OANDA TMS makes the Trading System available to the User for testing (in a version dedicated to Demo Accounts) on the day the User registered the Demo Account.
 - 4) Demo Accounts are valid for 180 days from the day of registration,
 - 5) Stock market data available in the Trading System for the Demo Account are data delayed by at least 15 minutes in relation to the data presented in the Trading System for the Real Account.
 - 6) The User undertakes to use quotes and stock market data solely for the purposes of testing the trading systems offered by OANDA TMS (and therefore using the Demo Account Service) or for the purpose of taking part in competitions on Demo Accounts organized by OANDA TMS. Thus, the User has no right, in particular, to further distribute data, use these data in applications other than those offered by OANDA TMS, or publish limited data extracts.
 - 7) The use of stock market data by Users for purposes other than those set out in these Terms and Conditions constitutes an infringement of intellectual property rights belonging to OANDA TMS or the providers of these data.
3. OANDA TMS declares that:
 - 1) due to the technical limitations of the demo version of the Trading System dedicated to Demo Accounts and the fact that no actual transactions are executed on the financial market, the conclusion of transactions on Demo Accounts differs from entering into transactions on Real Accounts,
 - 2) in the Trading System for Demo Accounts, there may be differences in relation to the Trading System for Real Accounts, in particular regarding the method of calculating swap points – calculated in a minimum tick size for a given instrument, their amount, as well as in the dates of rolling of individual financial instruments,
 - 3) transactions concluded via the Demo Account are not reflected in the results obtained from transactions concluded via the Real Account at OANDA TMS, in particular, they should not constitute the basis for Users to determine investment strategies on Real Accounts at OANDA TMS,
 - 4) transactions via the Demo Account are executed based on unreal funds, which means that they take place without the participation of real capital, and their results have no impact on the financial situation of the User, nor do they constitute a basis for the User for any financial claims against OANDA TMS in connection with the results of these transactions.

§ 6 Technical requirements

1. In order to use the Services, the User shall meet the following minimum technical requirements, necessary for cooperation with the OANDA TMS ICT System:
 - 1) access to the Internet,
 - 2) possession of an email account,
 - 3) up to date version of a web browser,
 - 4) a program allowing to open documents saved in PDF format.

§ 7 Personal data processing

1. OANDA TMS is the controller of personal data processed for the purpose of providing Services on the basis of concluded Agreements, in accordance with Art. 6(1)(b) of the GDPR and for the purposes of the legitimate interests pursued by the controller, in accordance with Art. 6(1)(f) of the GDPR.
2. Detailed provisions regarding the processing of personal data can be found in the information clause (privacy policy).

§ 8 Principles of liability

1. OANDA TMS is not liable for damages incurred by the User as a result of the actions of third parties in connection with the disclosure or loss of the Identification Password, provided that the disclosure of the Identification Password did not occur due to reasons for which OANDA TMS is liable.
2. OANDA TMS is not liable for interruptions in the provision of Services resulting from failure or malfunctioning of ICT Systems.
3. OANDA TMS reserves that using the Services provided by electronic means may involve risk resulting from using the Internet.
4. The User is obliged to comply with the prohibition of abusing Electronic Communication Means and providing, through or to the OANDA TMS ICT Systems the following content:
 - 1) causing overload of the ICT Systems of OANDA TMS or other entities that participate directly or indirectly in the Provision of Services by Electronic Means,
 - 2) incompliant with generally applicable laws,
 - 3) violating the rights of third parties, generally accepted social or moral norms, breaching the decency, offensive or violating anyone's dignity.

§ 9 Terms of opting out of the Services

1. OANDA TMS and the User may unilaterally terminate the Information and Educational Service Agreement or the Demo Account Agreement without giving a reason upon a 14-day notice period.
2. The User may opt out from the Services by terminating the Information and Educational Service Agreement or the Demo Account Agreement by sending an appropriate declaration via email to the address: odo@tms.pl or in writing to the following address: OANDA TMS Brokers S.A., Rondo Daszyńskiego 1, 00-843 Warsaw or in person at the registered office of OANDA TMS. Furthermore, termination of the Information and Educational Service Agreement will be possible by logging into the Demo Account or the Real Account, navigating to the Client Zone (HUB), and selecting the appropriate option.
3. OANDA TMS may terminate the Information and Educational Service Agreement or the Demo Account Agreement by sending an appropriate declaration via email to the User's email address.
4. Termination of or withdrawal from the Information and Educational Agreement does not result in the termination of or withdrawal from the Demo Account Agreement (this applies to the User using the Demo Account). Similarly, termination of or withdrawal from the Demo Account Agreement does not result in the termination of or withdrawal from the Information and Educational Agreement. In order to terminate or withdraw from the aforementioned agreements, the User should specify which of them their Declaration concerns.

§ 10 Complaints

1. Complaints may be submitted in the following forms:
 - 1) by sending a message via the complaint form made available on the website www.oanda.com/eu-en/documents,
 - 2) in writing to the postal address of OANDA TMS Brokers S.A. Rondo Daszyńskiego 1, 00-843 Warsaw,
 - 3) personally at the registered office of OANDA TMS - in writing or orally, with a complaint being recorded in writing,
 - 4) by phone during the OANDA TMS business hours at the numbers indicated in the OANDA TMS Information Sheet for available at www.oanda.com/eu-en/documents.

- 5) or sent to the electronic delivery address of OANDA TMS within the meaning of the Act of 18 November 2020 on electronic deliveries, i.e., to the address: AE:PL-50531-60970-AAESB-12.
2. A complaint may be submitted by the User as well as by their properly authorized representative, e.g., an attorney-in-fact; however, the response to the complaint shall be sent to the User, unless otherwise results from the content of the power of attorney.
3. A complaint shall:
 - 1) be submitted without undue delay after becoming aware of the occurrence of circumstances causing reservations, in order to allow a fair consideration of the complaint,
 - 2) contain:
 - a) the User's first and last name;
 - b) the first and last name of the person submitting the complaint, if not identical with item a);
 - c) the Demo Account number – if the complaint concerns Demo Accounts;
 - d) the expected method of receiving a response to the complaint, in the case of submitting the complaint orally - by telephone or personally.
 - 3) describe the subject of the complaint in detail, the time covered by the complaint, and the circumstances justifying the complaint,
 - 4) unequivocally specify expectations regarding the manner of handling the complaint.
4. In the event the complaint does not meet the criteria indicated in sec. 3 above, OANDA TMS shall request its supplementation.
5. A claim submitted in the manner described in this paragraph may solely concern the Services.
6. Complaints shall be considered without undue delay, but no later than within 30 days from the receipt of the complaint. To comply with this time limit, it is sufficient to send the response before its expiry.
7. In particularly complicated cases, making it impossible to consider the complaint and reply within 30 days, the information provided to the User shall:
 - 1) explain the reason for the delay;
 - 2) specify circumstances which must be established in order to examine the case;
 - 3) specify the expected date of considering the complaint and providing a response, which cannot exceed 60 days from the day of receipt of the complaint.
8. If the subject of the complaint cannot be determined from its content, OANDA TMS shall request, within 30 days from the day of receipt of the request, a clarification or addition to the complaint, informing the User that a failure to remove such defects within the designated period may result in a negative resolution of the complaint.
9. In the course of considering the complaint, OANDA TMS may request the User to provide supplementary information and documents necessary to consider the complaint.
10. We provide responses to complaints in writing:
 1. electronically - in the case of submitting a complaint electronically (using Electronic Communication Means (e.g., email) or to the electronic delivery address), unless you requested a paper response;
 2. on paper - in the case of submitting a complaint on paper, unless you requested a response sent electronically;
 3. on paper or electronically, in accordance with the request – in the case of submitting a complaint orally.
11. In the case of an electronic response, we will send the response to the e-mail address assigned to the Demo Account or to the electronic delivery address (e-Deliveries), if the complaint was submitted to our electronic delivery address. We will send the response by the indicated communication channel when we receive an explicit request or when OANDA TMS does not possess contact details.
12. The request referred to in sec. 11 should be submitted in writing, by phone, or via email.
13. The User has a right to appeal the decision of OANDA TMS. An appeal can be submitted in a manner identical to the method of submitting a complaint. OANDA TMS will provide a response to the appeal within 30 days, in particularly complicated cases within a period no longer than 60 days from the day of submitting the appeal. The appeal will be considered by a person other than the person who dealt with the complaint. If the decision to refuse the complaint is upheld, OANDA TMS reserves that it is not obliged to consider further appeals, unless the User reveals new facts that will give rise to a change of the current position.
14. OANDA TMS provides for the possibility of out-of-court dispute resolution with Users, i.e., through mediation or arbitration. OANDA TMS designates the Financial Ombudsman as the competent entity for out-of-court dispute resolution with natural persons. The website of the Financial Ombudsman: www.rf.gov.pl.
15. If claims arising from the complaint are not accepted:

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- 1) the User has the right of appeal, which shall be lodged in the same manner and time limit as those applicable to complaints, and shall additionally provide the data identifying the complaint against the appeal is lodged, subject to sec. 13 above;
 - 2) the User has the right to request the Financial Ombudsman to consider the case,
 - 3) the User may also bring an action to a common court against OANDA TMS. In such a case, the court having jurisdiction to hear the case shall be a common court competent for the registered office of OANDA TMS S.A. or the place of performance of the Agreement or the court competent for the place of residence of the User who is a consumer.
16. OANDA TMS reserves the right to assess the correspondence received. Complaints about the activities of OANDA TMS not directly related to the implementation of the Services will be treated as comments and reservations. Therefore, for this type of complaint, the above provisions do not apply.

§ 11 Final Provisions

1. OANDA TMS reserves the right to amend the Terms and Conditions for important reasons, e.g., changes in the provisions of law, changes in the scope of provided Services, withdrawal from specific Services, changes resulting from the functionalities of the ICT System. The correction of obvious typing mistakes does not constitute an amendment to the Terms and Conditions.
2. In the event of introducing amendments to the Terms and Conditions, the User has the right to terminate the Information and Educational Service Agreement and the Demo Account Agreement before the changes enter into force.
3. In the event of making changes to the Terms and Conditions, OANDA TMS will publish the consolidated text of the Terms and Conditions on the Website in the documents tab (www.oanda.com/eu-en/documents). Changes significantly affecting the rights or obligations of the User will be introduced after informing them in advance (no later than 14 days before they enter into force) on a durable medium of information, provided that the User does not resign from using the Services before these changes come into force.
4. In matters not regulated by these Terms and Conditions, the provisions of applicable law shall apply.
5. In the event of discrepancies between the Agreement and the Terms and Conditions in the Polish language and other language versions of the cited documents, the respective provisions in the Polish language shall prevail.
6. These Terms and Conditions are effective as of April 8, 2026.