

Regulations on the conclusion of agreements for the provision of brokerage services in electronic form

1. These Regulations on the conclusion of agreements for the provision of brokerage services in electronic form specify the rights and obligations of the Parties resulting from the conclusion of the Agreement on the conclusion of agreements for the provision of brokerage services in electronic form.
2. The terms used in the next part of the Regulations mean:
 - a. **Identification password** - a password chosen by the Client in the registration process on the website, necessary for the correct authorization of the Client,
 - b. **Client** - a natural person, legal person or organizational unit without legal personality, with which TMS Brokers concluded an Agreement or a Framework Agreement,
 - c. **Statement** - statements of will,
 - d. **Regulations** - Regulations on the conclusion of agreements for the provision of brokerage services in electronic form,
 - e. **Website** - www.tms.pl,
 - f. **TMS Brokers** - Dom Maklerski TMS Brokers S.A. with its registered office in Warsaw, ul. Złota 59, 00-120 Warsaw, Poland,
 - g. **Agreement** – Agreement on the conclusion of agreements for the provision of brokerage services in electronic form,
 - h. **Framework Agreement** - an agreement for the provision of services consisting in the execution of orders to purchase or sell financial instruments and the storage and registration of financial instruments, including keeping cash accounts by TMS Brokers.
3. The Client shall have access to concluding brokerage services agreements in electronic form after the conclusion of the Agreement and to properly complete the registration form on the Website.
4. TMS Brokers, providing services based on these Regulations, undertakes to provide the Client with the security of making Statements and concluding agreements electronically.
5. The Client is obliged to follow the recommendations of TMS Brokers regarding security rules when using means of remote communication. It is in the Client's interest to keep the Identification password confidential, in order to prevent unauthorized disclosure. In the event of suspicion that the data were in the possession of unauthorized third parties, the Client should immediately notify TMS Brokers about this fact to establish a new password.
6. Until the Client performs the obligation specified in point 5, TMS Brokers shall not be liable for damages incurred by the Client as a result of third parties in connection with declassifying the Identification password or losing it, unless the declassification of the password has occurred for reasons attributable to TMS Brokers.
7. After informing TMS Brokers about possible access to the Identification Password by third parties, TMS Brokers, while exercising due diligence, takes steps to prevent unauthorized use of this information.
8. TMS Brokers reserves the right to temporarily suspend the Client's submission of Statements in electronic form:
 - a. if it is found that the Client is behaving in a manner inconsistent with the Framework Agreement, the Regulations, the regulations applicable to the service chosen by the Client or generally applicable law,
 - b. in cases justified by security reasons,
 - c. if the Client provides incorrect, incomplete or untrue data.
9. Subject to the provisions of the Agreement and the Regulations, for matters related to correspondence between TMS Brokers and the Client, amendments to the Regulations and complaint proceedings, the provisions of the Framework Agreement and the regulations applicable to the service chosen by the Client shall apply accordingly. Regulations come into force on the day of publication.