



# GENERAL TERMS AND CONDITIONS FOR SUBSCRIPTION PACKAGES

These General Terms and Conditions form an integral part of your Subscription for TIO Markets VIP and or VIP Black Services and you must acknowledge that you have read, understood and agree to comply with and be bound by these Terms and Conditions for your Subscription for the VIP and or VIP Black Services to commence.

## Definitions:

**'Us' 'We' 'Our'** mean the entity TIO Markets Ltd, Suite 305, Griffith Corporate Centre, P.O. Box 1510, Beachmont, Kingstown St. Vincent and the Grenadines;

**'You' 'Client' 'Your' 'Subscriber'** mean the subscriber to Our Services;

**'Service(s)'** means any of the VIP and or VIP Black Service packages offered by Us on Our platform;

**'Subscription'** means Your registering for and paying the Subscription Fee for any of Our Service packages;

**'Subscription Fee'** means the fee payable monthly in advance for any of Our Service packages;

**'TIO Shield'** means the feature available to VIP Black Service package ONLY and as outlined below;

**'TIO Reimburse'** means the feature available to VIP Black Service package ONLY and as outlined below;

**'VIP'** means the Service package labelled as VIP and as outlined below;

**'VIP Black'** means the Service package labelled as VIP Black and as outlined below.

1. You may unsubscribe, upgrade or downgrade your Subscription Service at any time by emailing [support@tiomarkets.com](mailto:support@tiomarkets.com)

2. In the event that You unsubscribe at any time during Your monthly Subscription, Services will continue to be provided up until the last calendar day of the month and You will not be entitled to a refund of Your monthly Subscription Fee.
3. In order to subscribe to any of our Services we will require Your credit card details for Your monthly Subscription Fee.
4. All credit card data and personal information collected is stored in accordance with the E.U. GDPR at all times. For more information please visit our [Privacy Policy](#).
5. We reserve Our rights at all times to remove or downgrade Your Subscription in the event that You have not provided the minimum deposit or Your credit card payment cannot be processed for the Subscription Fee.
6. There is no maximum or minimum number of lots that You must trade on any of Our Subscription Services.
7. You acknowledge and agree that Your Subscription to and use of any of Our Services requires and is contingent upon You acting in good faith, reasonably and with full and fair disclosure at all times.
8. We reserve Our rights at all times to remove or downgrade Your Subscription in the event that we determine, in our sole discretion, that You are acting in bad faith including but not limited to abusing the Services, manipulating Our offerings, engaging in arbitrage, collusion and or any other activities that we may reasonably deem to be in breach of Your obligations to act in good faith, reasonably and with full and fair disclosure.
9. **VIP package** is offered for a Subscription Fee of USD 24.95 per month payable in quarterly installments in advance, with a USD 2 commission per lot, basic education and priority level customer support.
10. **VIP Black package** is offered for a Subscription Fee of USD 49.95 per month, payable monthly, with zero commission per lot, basic and advanced education, platinum level customer support, and access to both TIOreimburse and TIOshield.
11. Subscriptions for the VIP Black Services require a minimum USD 1000 deposit if the Client registers after 28 May, 2019. If the Client registered prior to 28 May 2019, the minimum deposit is UDS 500.
12. We reserve the right, at any time, to amend these Terms and Conditions.
13. Any dispute arising with or in connection to any of these Terms and Conditions shall be dealt with in accordance with Our Complaint's Handling Policy by emailing [resolution@tiomarkets.com](mailto:resolution@tiomarkets.com)
14. Any complaints must be in writing and emailed to [resolution@tiomarkets.com](mailto:resolution@tiomarkets.com).

15. These Terms and Conditions and any Additional Terms and Conditions as contained herein are governed by the laws in place in the United Kingdom.

**16. RISK WARNING: You agree and acknowledge that Forex and CFDs are leveraged products which involve a high level of risk and that You may lose all of Your invested funds when trading on any of our platforms and under any of Our Subscription packages. You should seek independent financial advice before You commence trading with Us.**

#### **ADDITIONAL TERMS & CONDITIONS 'A' REGARDING TIOSHIELD**

These Additional Terms and Conditions 'A' will also apply to You if You access the feature TIOShield at any time during Your Subscription with the VIP Black package.

1. TIOShield enables You to open a trade and have the option to close it without loss for the payment of a premium at any time within 60 (sixty) minutes from the time of its activation.
2. TIOShield can only be activated at the time the trade is opened.
3. TIOShield only applies to a specific number of currency pairs which are clearly denoted in the platform with the letters TS.
4. When TIOShield has been activated it will appear after the designated currency symbols with the letters 'TS'.
5. When a trade is cancelled via TIOShield it will be closed at 0 (zero) loss and 100% of the margin to risk held will be returned to Your account.
6. The margin to risk returned to Your account may be different when the trade is cancelled due to exchange rate fluctuations.
7. TIOShield incurs a premium fee which will be charged to Your account and which is non-refundable.
8. The premium fee will show in Your account as a commission upon closing the trade.
9. If no action is taken during the 60 (sixty) minute trading window within which TIOShield is active, the trade will convert to a regular trade (the TIOShield symbol will be replaced with a regular symbol in the trading window) and the protection ceases.
10. If there is not enough credit to cover the cost of the TIOShield premium fee at the time of the opening of the trade, Your credit card held on account will be debited accordingly.
11. The premium fee calculation is subject to change at any time by Us and in Our sole discretion.
12. The premium fee will be converted to the currency and or coin in which the account is funded.
13. TIOShield cover cannot be renewed for an additional time during a trade where it has already been activated.

14. TIOshield cannot be transferred to other trades and or other accounts.
15. We reserve the right to monitor all TIOshield activations for abuse and or manipulation, including but not limited to, such cases where We reasonably detect collaborations with other Subscribers and or over one or more accounts of one Subscriber, hedging positions internally or externally and or not acting in good faith.
16. In the event that we reasonably determine, in Our sole discretion, that abuse or manipulation of TIOshield is or has or will take place, We reserve the right to scrub the trade or trades in question with immediate effect and without any compensation to You, upon becoming aware of such abuse or manipulation.
17. We accept no liability whatsoever for any losses that may be incurred by You as a result of the removal of the TIOshield feature pursuant to the abuse and or manipulation provisions
18. We reserve the right to disable TIOshield at Our discretion at any time and without any prior notice.

#### **ADDITIONAL TERMS AND CONDITIONS 'B' REGARDING TIOREIMBURSE**

These additional Terms and Conditions 'B' will also apply to You if You access the feature TIOreimburse at any time during Your Subscription with the VIP Black package.

1. TIOreimburse enables You to have 50% of your first-time deposit refunded to Your account if you are stopped out within 30 days of Your Subscription.
2. TIOreimburse can only be applied to one account per Subscriber for the life of that Subscriber's engagement with Us.
3. The funds received with TIOreimburse can be used for trading but cannot be withdrawn from Your account.
4. The funds received with TIOreimburse may be lost without any limitations by You when you continue to trade.
5. In the event that the funds received with TIOreimburse have been lost, no other account may be opened by You with this feature.
6. There is currently no maximum amount that can be claimed under the TIOreimburse.
7. There is currently no maximum leverage available to accounts where TIOreimburse has been applied.
8. Where TIOreimburse has been accessed and You wish to make withdrawals from Your account, such withdrawals will be subject to a proportionate removal of the TIOreimburse amount that you have received.

9. Where Your account has open trading positions and the equity is lower than the TIOreimburse amount, then the TIOreimburse amount will not be credited to Your account until such time as there are no open positions.
10. We reserve the right to monitor all TIOreimburse claims for abuse and or manipulation including but not limited to where We reasonably detect collaborations with other Subscribers and or over one or more accounts of one Subscriber, hedging positions internally or externally and or not acting in good faith.
11. In the event that We reasonably determine, in Our sole discretion, that abuse or manipulation of TIOreimburse is or has or will take place, we reserve the right to remove TIOreimburse from Your trading account with immediate effect and without any compensation to You, upon becoming aware of such abuse or manipulation.
12. In the event that we reasonably believe or have reason to believe that You have more than one account with TIOreimburse, then We reserve the right, in our sole discretion and without Your consent to remove the TIOreimburse feature from Your trading accounts with immediate effect.
13. We accept no liability whatsoever for any losses that may be incurred by You as a result of the removal of the TIOreimburse feature pursuant to the abuse and or manipulation provisions.
14. We reserve the right to disable TIOreimburse at Our discretion at any time and without any prior notice.