

GENERAL TERMS AND CONDITIONS FOR VIP & VIP BLACK TRADING PACKAGES

These General Terms and Conditions form an integral part of the services provided to you via the TIO Markets Ltd VIP and or VIP Black Account types and you must acknowledge that you have read, understood and agree to comply with and be bound by these Terms and Conditions.

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' mean the client who has registered to Our Services;

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

'TIO Shield' 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 Trading Account Type at any time by emailing support@tiomarkets.com
2. In the event that You downgrade from the VIP or VIP Black Trading Accounts at any time, Services will immediately change to the new Account type chosen, and the client will no longer have access to the old Account type. Clients who downgrade to a Standard or Signature Account type from the VIP or VIP Black will not be entitled to a refund of their initial (or any subsequent) deposits. Clients can transfer any available balance into their new Account type.
3. In order to activate either the VIP or VIP Black Account types, the minimum deposit requirement must be met. Once the initial deposit requirement is met, there will be no further cost to maintain the Account type, no Account Type fee and no automatic deductions will be made from your Trading wallet.
4. We reserve Our rights at all times to remove or downgrade Your Account Type in the event that You have not provided the minimum deposit.
5. There is no maximum or minimum number of lots that You must trade on any of Our Account Type Services.
6. You acknowledge and agree that Your Account Type 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.
7. We reserve Our rights at all times to remove or downgrade Your Account Type 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.

8. **VIP package** offers USD 2 commission per lot, basic education and priority level customer support. **VIP Black package** offers zero commission per lot, basic and advanced education, platinum level customer support, and the TIOshield.
9. The minimum deposit amount varies according to the customer Account type chosen by the client. The minimum requirement will vary according to the offerings of the specific selected Trading package. Speak to your Account manager or visit us on live chat to verify the minimum deposit requirement for your chosen Account type.
10. The VIP Black package is available only once per person.
11. We reserve the right, at any time, to amend these Terms and Conditions.
12. 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 compliance@tiomarkets.com.
13. Any complaints must be in writing and emailed to compliance@tiomarkets.com.
14. These Terms and Conditions and any Additional Terms and Conditions as contained herein are governed by the laws in place in St Vincent & Grenadines.
15. **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 Trading packages. You should seek independent financial advice before You commence Trading with Us.

ADDITIONAL TERMS & CONDITIONS 'A' REGARDING TIOSHIELD

1. These Additional Terms and Conditions 'A' will also apply to You if You access the feature TIOshield at any time during Your Account Type with the VIP Black package.
2. 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.
3. TIOshield can only be activated at the time the trade is opened.
4. Clients should note that TS symbols are not available for Trading between 23:00 and 00:00 MT time. Any pending TS symbol orders will be automatically cancelled at 23:00.
5. TIOshield only applies to a specific number of currency pairs which are clearly denoted in the platform with the letters TS.
6. When TIOshield has been activated it will appear after the designated currency symbols with the letters 'TS'.
7. 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.
8. The margin to risk returned to Your Account may be different when the trade is cancelled due to exchange rate fluctuations.
9. TIOshield trades may not be available during times of extreme market volatility, for instance (but not limited to) NFP announcements or may be
10. TIOshield incurs a premium fee which will be charged to Your Account and which is non-refundable.
11. The premium fee will show in Your Account as a commission upon closing the trade.
12. 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.
13. 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.
14. The premium fee calculation is subject to change at any time by Us and in Our sole discretion.
15. The premium fee will be converted to the currency and or coin in which the Account is funded.
16. TIOshield cover cannot be renewed for an additional time during a trade where it has already been activated.
17. TIOshield cannot be transferred to other trades and or other Accounts.



18. Maximum number of open TIOshield (TS) positions cannot exceed 5 lots. This can be all together under one symbol OR 5 different symbols with one lot each.
19. 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.
20. 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.
21. 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.
22. We reserve the right to disable TIOshield at Our discretion at any time and without any prior notice.