



TERMS OF USE

RS Finance | Built for Traders

These Terms of Use ("Terms") form a legally binding agreement between you ("User" or "you") and RS Finance Limited (Company Registration No. 27122 BC 2024), incorporated under the laws of Saint Vincent and the Grenadines, with its registered office at Suite 310, Griffiths Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines ("the Company", "we", "our", or "us"). By accessing our website or using our services, you confirm that you have read, understood, and agreed to these Terms. These Terms are supplementary to the Client Agreement and all associated policies published on our website.

A. Legal Compliance

The use of our services for any unlawful purpose is strictly prohibited. This includes but is not limited to money laundering, terrorist financing, smuggling, commercial bribery, fraud, or any other activity that violates the laws of Saint Vincent and the Grenadines or any other applicable jurisdiction. If such activity is detected, the Company will freeze the relevant account and report the matter to the Financial Intelligence Unit (FIU) of Saint Vincent and the Grenadines or other relevant authorities as required under the Proceeds of Crime Act (Cap. 181) and the Anti-Money Laundering and Terrorist Financing Regulations of Saint Vincent and the Grenadines.

For the purposes of these Terms, "relevant authorities" refers to any supra-governmental, governmental, or state entity and excludes private non-governmental bodies such as law firms.

B. User Representations and Warranties

By using our services, you represent and warrant that:

- 2.1. You are mentally capable, of legal age, and have the full legal capacity to enter into and conduct activities under these Terms.
- 2.2. No other person holds or will hold any interest in your Trading Account.
- 2.3. Even if your personal circumstances change, you will remain eligible to participate in foreign exchange trading and will notify the Company immediately if this is no longer the case.
- 2.4. You are not an employee, member, or shareholder of any financial exchange, nor employed by any institution trading products similar to those offered by the Company. If you become employed in such a role, you must notify the Company in writing immediately.
- 2.5. All information you provide to the Company is accurate, complete, and current at all times. You will notify the Company promptly of any changes. Transactions will be conducted based on your instructions, whether provided orally, in writing, or electronically.
- 2.6. You have included all liabilities when determining your financial obligations, including loans, secured and unsecured debts, and mortgage commitments.

C. Eligibility

3.1. Our services are only available to users who are at least eighteen (18) years of age and meet the criteria specified in these Terms. By using our services, you confirm that you:

- Are of legal age to enter into a binding agreement (minimum 18 years old);
- Have not been suspended or banned from using our services previously;
- Are not listed on any government, international agency, or sanctions watchlist;
- Have the full authority to agree to these Terms.

3.2. You authorise the Company or its representatives to investigate your financial status and creditworthiness as deemed necessary, including enquiries with financial institutions, investment firms, and regulatory bodies.

D. Anti-Money Laundering and Counter-Terrorist Financing Compliance

4.1. You agree to fully cooperate with the Company and the relevant authorities of Saint Vincent and the Grenadines during any investigation into suspected financial crimes or money laundering activities.

4.2. It is your responsibility to comply with these Terms and all applicable laws issued by the relevant authorities of Saint Vincent and the Grenadines.

4.3. If your account or any transaction is flagged as suspicious, the Company may require additional identification and reserves the right to suspend services until the verification process is complete. The Company is not obliged to disclose the reason for its decision to you.

4.4. You acknowledge that the Company maintains a verification process based on user-supplied information and reserves the right to modify verification levels, restrict account access, or implement additional requirements without prior notice.

E. Security and Confidentiality

5.1. You confirm that you are the sole owner of the account and credentials used to access the Company's trading platform, and you are responsible for maintaining their confidentiality at all times.

5.2. You assume full responsibility for all activity carried out using your account credentials, including any unauthorised use. The Company is not responsible for losses resulting from others accessing your confidential information.

5.3. You must notify the Company in writing immediately at support@rs-fin.com in the event of loss, theft, or unauthorised use of your account or password.

F. No Investment Advice

6.1. You acknowledge that the Company does not provide investment, legal, or tax advice. You are solely responsible for all investment decisions.

6.2. All orders placed through the Company are based on your own judgment or that of your authorised representative. The Company bears no responsibility for your trading decisions.

6.3. The Company will not review the suitability of your transactions or investment strategies. You agree to indemnify the Company for any losses or liabilities arising from your trading activities.

G. Market Information

7.1. Any market suggestions or information provided by the Company do not constitute an offer to buy or sell foreign exchange contracts or any other financial instrument. Such information may be based on sources deemed reliable but is not guaranteed to be complete or accurate. You rely on such information entirely at your own risk.

H. Withdrawals

8.1. The beneficiary name on all withdrawal requests must match the name registered on the Trading Account. Requests to transfer funds to a third party are strictly prohibited in accordance with the Anti-Money Laundering and Terrorist Financing Regulations of Saint Vincent and the Grenadines.

8.2. The account holder is responsible for monitoring their account and ensuring sufficient margin is available prior to submitting a withdrawal request, as such a withdrawal may impact open positions or trading strategies.

8.3. Withdrawal requests will be processed within two (2) to five (5) business days of receipt, provided all compliance and verification requirements are satisfied. The Company is not responsible for errors made by the account holder or delays caused by third-party institutions.

8.4. Additional fees imposed by intermediary banks or payment providers are outside the Company's control and are borne solely by the Client.

8.5. The Company conducts KYC and trading history checks prior to approving any withdrawal request. Failure to comply with KYC requirements may result in delays or rejection of the withdrawal request. The Company reserves the right to withhold or reject withdrawal requests where violations of these Terms or associated policies are identified.

I. Credit and Debit Cards

9.1. For credit card deposits made in a currency other than USD, your credit card will be debited based on the applicable exchange rates. Minor discrepancies between the amount deposited and the amount charged may occur due to exchange rate differences and additional card fees.

9.2. If you deposit funds using a credit card, withdrawals must be returned to the same card. The amount withdrawn to the card cannot exceed the amount originally deposited by that card. Any amount exceeding this limit will be transferred to a verified bank account in your name.

J. Currency

10.1. Accounts may hold multiple currencies. Payments into the account may be accepted in various currencies, and balances will be reported in the respective currency.

10.2. The account's base currency may be USD, Euro, or GBP. Any other currency will be converted at the prevailing exchange rate at the time of the transaction.

10.3. Trades will generally be settled in the currency of the account balance. If the balance is insufficient, trades may be settled using any available currency at the applicable exchange rate.

K. Dispute Resolution and Governing Law

11.1. These Terms are governed exclusively by the laws of Saint Vincent and the Grenadines. Both parties submit to the exclusive jurisdiction of the competent courts of Saint Vincent and the Grenadines for the resolution of any disputes arising from these Terms.

11.2. The Company reserves the right to initiate legal proceedings in any appropriate jurisdiction in relation to the protection of its intellectual property rights.

11.3. Clients may submit complaints by contacting support@rs-fin.com. The Company will acknowledge complaints within five (5) business days and endeavour to resolve them promptly.

L. General Terms

12.1. Information on the Company's website is sourced from third-party content providers and may not be verified or guaranteed for accuracy. The Company is not responsible for any losses resulting from reliance on such content.

12.2. The website and its content are protected by applicable copyright laws. Use is limited to fair use as permitted by law.

12.3. The Company is not liable for any damages resulting from third-party software or content accessible through its website.

12.4. These Terms are supplementary to any agreements you hold with the Company and do not alter or cancel any other contract terms.

12.5. The Company excludes liability for the content of any external websites linked to or from its website.

12.6. You agree to indemnify the Company against any claims arising from your use of its website or services.

12.7. Failure by the Company to exercise any right under these Terms does not constitute a waiver of that right.

12.8. If any provision of these Terms is found to be unenforceable, the remaining provisions remain valid and in full force.

12.9. The Company will not be liable for failure to perform its obligations due to Force Majeure Events including natural disasters, war, government actions, regulatory interventions, or technical malfunctions beyond its reasonable control.

12.10. You may not transfer or assign your rights under these Terms without prior written consent from the Company. The Company reserves the right to transfer its rights and obligations to a successor with written notice to you.

For further queries regarding these Terms, please contact us at support@rs-fin.com.