



TERMS OF USE

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-  richsmartfx.com
-  Suite 310, Griffiths Corporate Centre,
Beachmont, Kingstown, St. Vincent
and the Grenadines.



These terms of service (“Terms”) form a legally binding agreement between you (“User” or “Users”) and Rich Smart Finance Limited (Company Registration No: 27122 BC 2024), with its registered office at Suite 310, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines. Rich Smart agrees to manage one or more of your accounts and provide services relating to foreign exchange transactions (“Services”). Rich Smart is committed to fulfilling and complying with Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) regulations as required.

A. Legal Compliance

1. The use of the Services for activities such as money laundering, smuggling, commercial bribery, or any other illegal trade is strictly prohibited. If such activity is detected, Rich Smart will freeze the account and report the matter to the relevant authorities. For the purpose of these Terms, “relevant authorities” refer to any supra-governmental, governmental, or state entity and exclude private non-governmental bodies such as law firms.

B. User Representations and Warranties

2.1. You confirm that you are mentally capable, of legal age, and have the legal capacity to conduct activities under these Terms.

2.2. You affirm that no one else holds or will hold any interest in the Account.

2.3. You guarantee that even if circumstances change, you will remain eligible to participate in foreign exchange trading.

2.4. You are not an employee, member, or shareholder of any financial exchange, nor employed by any institution trading similar products as Rich Smart. If you are employed by an insurance company or become employed in such a role, you must notify Rich Smart in writing immediately.

2.5. You confirm that all information provided to Rich Smart is accurate and complete at all times and that you will notify Rich Smart of any changes. Transactions will be conducted based on your instructions—whether provided orally, in writing, or electronically.

2.6. You warrant that you have included all liabilities when determining your financial obligations, including loans to financial institutions, secured and unsecured debts, and mortgage commitments.

C. Eligibility

3.1. The Services are only available to Users who are at least eighteen (18) years old and meet the criteria specified in these Terms. You affirm that you: (a) Are of legal age to enter into a binding agreement (minimum eighteen (18) years old); (b) Have not been suspended or banned from using the Services in the past; (c) Are not listed on any government or international agency watchlist; and (d) Have the authority to agree to these Terms.

3.2. You authorize Rich Smart or its representatives to investigate your financial status and creditworthiness as deemed necessary, including but not limited to inquiries with financial institutions, investment firms, and regulatory bodies.

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

5.1. You agree to fully cooperate with Rich Smart and relevant authorities during any investigation into suspected financial crimes or money laundering activities.

5.2. It is your responsibility to comply with these Terms and any applicable laws issued by relevant authorities, ensuring that all involved parties do the same.

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

5.4. You acknowledge that Rich Smart maintains a verification process based on user-supplied information and reserves the right to modify verification levels, downgrade users, or implement restrictions without prior notice.

E. Security and Confidentiality

6.1. You confirm that you are the sole owner of the account and password used to access Rich Smart's trading system, and you are responsible for maintaining their confidentiality.

6.2. You assume full responsibility for all activity carried out with your account and password, including any unauthorized use. Rich Smart is not responsible for losses resulting from others using your confidential information.

6.3. You must notify Rich Smart in writing immediately in the event of loss, theft, or unauthorized use of your account or password.

F. No Investment Advice

7.1. You acknowledge that Rich Smart does not provide investment, legal, or tax advice. You are solely responsible for making investment decisions.

7.2. You confirm that all orders placed through Rich Smart are based on your own judgment or that of your authorized representative, and Rich Smart bears no responsibility for your decisions.

7.3. Rich Smart will not review the suitability of your transactions or investment strategies, and you agree to indemnify Rich Smart for any losses or liabilities arising from your trading activities.

G. Market Information and Recommendations

8. Market suggestions or information provided by Rich Smart do not constitute an offer to buy or sell foreign exchange contracts. The information may be based on sources deemed reliable but is not guaranteed to be complete or accurate.

H. Dispute Resolution and Governing Law

9. Any disputes arising from these Terms will be governed by the laws of St. Vincent and the Grenadines. Rich Smart reserves the right to initiate legal proceedings related to its intellectual property in any appropriate jurisdiction.

I. General Terms

10.1. Information on the Rich Smart website is sourced from recognized third-party content providers but may not be verified or guaranteed for accuracy. Rich Smart is not responsible for any losses resulting from reliance on the content.

10.2. The website and its content are protected by international copyright laws, and its use is limited to fair use as defined by those laws.

10.3. Rich Smart is not liable for any damages resulting from third-party software or content available through its website.

10.4. These Terms are supplementary to any agreements you have with Rich Smart, and do not alter or cancel any contract terms.

10.5. Rich Smart excludes liability for the content of external websites linked to its site.

10.6. You agree to indemnify Rich Smart for any claims arising from your use of its website.

10.7. Failure to exercise any rights under these Terms does not constitute a waiver of those rights.

10.8. If any provision of these Terms is deemed unenforceable, the remaining provisions remain valid.

10.9. Rich Smart will not be liable for failure to perform due to unforeseen circumstances beyond its control, such as natural disasters, wars, or technical malfunctions.

10.10. You may not transfer or assign your rights under these Terms without prior written consent from Rich Smart. Rich Smart reserves the right to transfer its rights without notice to you.

The beneficiary name must match the name on the trading account. Requests to transfer funds to a third party are prohibited.

IMPORTANT: 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.

7. Typical Withdrawal Processing Time

Withdrawal times may vary depending on your credit card provider or bank. Typically, withdrawals may take up to 5 business days to reach your account. It might take longer for withdrawals to bank accounts due to additional security procedures.

Rich Smart will process withdrawal requests within 2-5 business days of receipt. Clients should carefully review their information before submitting withdrawal requests. Rich Smart is not responsible for errors made by the account holder or delays caused by third parties.

Additional fees may apply for intermediary bank transfers, which Rich Smart has no control over. Clients should check with their financial institution for more information.

8. Credit/Debit Cards

For credit card deposits, if you choose an account in a different currency than USD, your credit card will be debited based on the applicable exchange rates. Minor discrepancies between the sum deposited and the sum charged on your credit card may occur due to exchange rate differences and additional credit card fees.

If you deposit funds using a credit card, withdrawals must be made to the same card, and the amount withdrawn cannot exceed the deposited amount. Amounts exceeding this limit will be transferred to a bank account.

9. Currency

Accounts may comprise multiple currencies and are subject to the following:

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

The account's base currency may be USD, Euro, or GBP ("Base Currencies"). Any other currency will be converted at the prevailing exchange rate.

We will generally settle trades in the currency of the account's balance, but if insufficient, trades may be settled using any available currency at the exchange rate.

10. Additional Conditions

Rich Smart conducts thorough **KYC (Know Your Customer)** and trading history checks prior to approving any withdrawal request. Failing to comply with KYC requirements may cause delays or rejection of the withdrawal request. The client's trading history will be checked against the **Terms and Conditions**, and the company's final decisions are not subject to dispute. Rich Smart reserves the right to withhold or reject withdrawal requests if violations of the Terms and Conditions are found.

For further queries regarding these policies, please contact us at support@richsmartfx.com.