

Regulations for non-trading operations

1. General provisions
1.1 These Regulations developed within the framework of the International cooperation measures against financial irregularities, revealing and prevention of law violation establishes the procedure for carrying out of non-trading operations on the Client's Accounts with BCS-Forex Ltd., a company established under the laws of Saint-Vincent and Grenadines and registered at the following address: Cedar Hills Crest, Villa, Kingstown, Saint-Vincent and Grenadines (the " Company ").
1.2 These Regulations form an integral part of the Terms and shall be read and construed in conjunction therewith. In case of any inconsistency of any provisions hereof to the provisions of the Terms, the provisions of these Regulations shall prevail. Such inconsistency shall not entail invalidity of any other provisions of the Terms.
1.3 Any capitalized terms not otherwise defined herein shall have a meaning as assigned to such terms in the Terms.
1.4 The Company is entitled to amend these Regulations at any time in its sole discretion and give a notice to the Client by any means as stated in p. 3.1 here below 3 (three) Business Days before such amendments come into force.
2. Suspicious operations. Criteria for identification, attributes and consequences.
2.1. The Client guarantees a legal origin of funds credited to its Account(s) and represents that it is the sole and beneficial owner of the funds and the funds are delivered free and clear from interests of any third person except as otherwise agreed with the Company.
2.2. The Company reserves the right to carry out investigations with respect to non-trading operations, in order to identify suspicious operations based on the criteria set out here below and suspend the relevant operations until it obtains complete understanding of the purposes of each such operation.
2.3. Within the terms of such investigation the Company may request Client to provide identification, payment and any other documents confirming lawful possession and legal origin of monetary funds.
2.4. A non-trading operation may be considered by the Company as a suspicious operation in the following cases:
a) improper use of fund transfers without performance of Trading Operations using the Trading Account;
b) unusual character of operation, which has no evident economic substance or evident legal purpose;
c) existence of circumstances, giving reasons to believe, that the operations are carried out for legitimization (laundering) of proceeds of crime or financing of terrorism;
d) failure by the Client to provide personal identification information, provision of inaccurate information and/or inability to contact the Client using the addresses and telephone numbers specified by the Client;
e) provision of counterfeit or void documents by the Client;
f) Absence of the Client's permanent management body, any other body or person, having the right to act on behalf of the legal person without the power of attorney at the location of the legal person.
2.5. The principle of identification suspicious operations is subjective evaluation by the Company's employees of Non-trading operations on a daily basis.
2.6. The criteria and attributes of suspicious Non-trading operations specified in p. 2.4. shall not be mandatory or exhaustive. A Non-trading operation can be considered suspicious by the Company based on the analysis of its nature, components, attending circumstances and interaction with the Client and its representative.
2.7. In case of identification of suspicious Non-trading operations the Company at its own discretion may take any or all of the following measures:
a) refuse to carry out the operation;
b) limit withdrawal of monetary funds from the Client's Account by any means at the Company's own discretion;
c) repay previously credited funds from the Client's Account to the account from which such funds were received;
d) debit the Client's Account with the amount of compensated fees and bonuses in relation to Non-trading operations;
e) terminate business relations with the Client.
2.8. Refusal to carry out suspicious Non-trading operations and termination of relations with the Client upon identification of suspicious Non-trading operations shall not cause civil responsibility of the Company for the failure to fulfill its obligations under the concluded contracts.
3. Communications
3.1. The terms for the exchange of notifications between the Client and the Company are set forth in the Terms.
4. Crediting monetary funds to the Clients Account
4.1. The Client may receive Company's Services only within the amount of funds reflected on the Client's Account. Replenishment of the Client's Account shall be carried out by transfer of monetary funds to the Company's accounts or, in the case of electronic transfer as provided for herein, to the accounts of Payment Agents authorized by the Company. The list of the authorized Payment Agents and their bank details are published in the Personal area.
4.2. Transfer of monetary funds to the Company's accounts carried out by the Client shall be in compliance with the requirements and restrictions established by the laws of the countries under the jurisdiction of which such transfers are carried out.
4.3. The amount transferred by the Client to the Company's account shall be credited by the Company to the Client's Account. The Client acknowledges and agrees that any and all commissions and other expenses relating to the means of transfer chosen shall be charged to the Client's account.

4.4. Reflection of monetary funds on the Client's Account is performed in the Account currency regardless of the currency in which the transfer to the Company's account has been made. If the currency of transfer differs from the Account currency, the amount of transfer is converted into the Account currency at the rate of the Personal area at the moment of receipt of payment on the Client's Account.
4.5. The Currency in which the Company accepts transfers for crediting to the Client's Account, depending on the Account currency and the method of transfer, is specified in the Personal area of the Client and at the Company's website.
4.6. Company's commission rate shall be published on the Company's website and can be changed at the Company's discretion at any moment.
4.7. The Company reserves the right to introduce restrictions for minimal and maximal amounts of monetary funds transferred, depending on the method of transfer and the currency of transfer. The corresponding restrictions shall be published on the Company's website.
4.8. The Company undertakes not to charge any additional fees from the Client's amount of transfer in case of reflection of monetary funds on the Client's Account, except for commissions and any other expenses provided by present Regulations.
4.9. Reflection of monetary funds on the Client's Account, which are not directly connected with compensatory payments, is performed in the cases as follows:
a. In case of receipt of the amounts transferred by the Client to the Company's account using methods specified in the "Crediting funds" section of the Personal area;
b. In case of return of funds transferred to the Client's external account before, and the Company have not managed to reach the Client in order to perform the transfer out again.
4.10. Reflection of monetary funds on the Client's Account shall be performed within 1 (one) Business Day, on or prior to the end of the Business Day following the day of receipt of monetary funds at the Company's Account.
4.11. In case the amount of monetary funds sent by bank transfer, has not been credited to the Client's account within 5 (five) Business Days, or the funds sent by electronic transfer or using a bank plastic card, the Client may request the Company for bank investigation regarding such transfer. The Client acknowledges that such bank investigation can entail additional costs to be paid at the Client's expense. The Company shall debit the Client's Account for the amount of such additional costs at its own discretion without giving any notice to the Client. In case the amount of funds of the Client's Account is not sufficient for covering the necessary amount of the additional costs, the Company shall issue an invoice which shall be paid by the Client not later than five (5) Business Days thereupon. In case of failure by the Client to pay the invoice in due time, the Company may take measures as set forth by section 6 of the Terms.
4.12. In order to carry out an investigation on any bank transfer, the Client should submit a request to the Company according to the Section 9 hereof followed by a copy of the payment order sent via Swift or otherwise, depending on the currency of the transfer.
4.14. In order to carry out an investigation on any electronic transfer or transfer using a bank plastic card, the Client should submit a request to the Company according to the Section 9 hereof accompanied by the following documents:
a) In case of an electronic transfer: a screenshot of such transfer or a payment system notice, confirming the fact of such transfer to the Company's account;
b) In case of transfer from the bank plastic card through the processing center: a copy of the identification document and a copy of the plastic card.
4.15. The Client hereby acknowledges and agrees that the Company does not bear any responsibility for any delays in processing the Client's payments by any means whatsoever and any circumstances entailing technical deficiency in the course of such payments, unless caused by the gross negligence or willful misconduct of the Company.
5. Methods of crediting monetary funds
5.1. Bank Transfer.
5.1.1. The Client may transfer monetary funds to the Account by means of bank transfer at any time, if at the moment of transfer the Company admits such method of transfer.
5.1.2. The Client can use bank transfer only upon submission of its passport details.
5.1.3. The Client may carry out bank transfer to the Company's bank account specified in the Personal area/Company's website only from the Client's personal bank account.
5.1.4. In order to carry out a bank transfer the Client being an individual may form an invoice for payment in the Personal area and the Client being a legal entity may ask the Company to provide the invoice. The Client should strictly observe all such invoice parameters as bank details of the Company, the purpose and the term of payment.
5.1.5. The Company reserves the right to refuse to credit to the Client's Account monetary funds received on the bank account of the Company in case the purpose of payment stated differs from the one specified in the invoice or if the transfer has been carried out from the account of a third party. In such a case the Company shall send monetary funds back to the bank account from which they have been transferred. All the charges connected with such transfer shall be at the expense of the Client.
5.1.6. The Client hereby acknowledges and agrees that the Company does not bear any responsibility for bank transfer processing time.
5.1.7. For the purposes of the bank transfer the Company may request the Client to provide any confirming documents at its own discretion.
5.2. Electronic Transfer

5.2.1.	Any individual Client may transfer monetary funds to the Client's Account by means of an electronic transfer system at any time, if at the moment of transfer the Company admits such method of transfer.
5.2.1.	The Client has the right to carry out an electronic transfer to the Company's account either from its personal electronic account or from the electronic account of the Payment Agent.
5.2.2.	Before carrying out a digital transfer, the Client undertakes to verify bank details of the Company in the Personal area.
5.3. Transfer from a bank plastic card	
5.3.1.	The Client may transfer monetary funds to its Account by means of transfer from the bank plastic card through the processing center at any time, if at the moment of such transfer the Company admits such method of transfer.
5.3.2.	The Client may transfer monetary funds from the plastic credit card of the international payment system which type is specified in the Personal area.
5.3.3.	The Client has the right to transfer monetary funds from the bank plastic card registered in its name only. Any transfers from bank plastic cards of third parties shall not be accepted by the Company.
5.3.4.	The Company reserves the right to refuse to credit monetary funds received on the Company's accounts to the Client's Account if such funds were received from a third party. In this case the Company shall transfer monetary funds back to the bank account, from which they have been received. Any and all costs arising out of such transfer shall be at the expense of the Client.
6. Withdrawal of monetary funds from the Client's Account	
6.1.	The Client may dispose of all or a part of the monetary funds registered on its Account at any moment by submitting an Instruction for withdrawal of monetary funds from the Client's Account, containing an instruction of the Client to withdraw monetary funds of the Client or an instruction to transfer monetary funds to another Client's Account with the Company, subject to the following conditions:
a)	an Instruction shall be executed by the Company only to the extent not exceeding the amount of Free Margin of the Client's Trading Account at the moment of execution of such Instruction. The Instruction regarding other types of Client's accounts, opened in the Company, shall be executed to the extent of not exceeding the amount of the Balance of the Client's account. If the amount to be withdrawn by the Client (including any fees and other costs for such payment stipulated herein) exceeds the amount of Free Margin of the Client's Trading Account or Balance of any other types of Client's accounts, opened with the Company, the Company may decline such Instruction by giving a notice thereof and its reasons to the Client by phone or e-mail;
b)	Instructions for withdrawal of monetary funds from the Client's Account should meet requirements and restrictions provided by the laws of the countries under which jurisdiction such transfers are carried out.
c)	Instructions of the Client for withdrawal of monetary funds should meet requirements and restrictions established by present Regulations and any other documents signed between the Client and the Company.
6.2.	An Instruction for withdrawal of monetary funds from the Client's Account by electronic transfer of monetary funds to the Client's external account may be executed through the Payment Agent authorized by the Company.
6.3.	An Instruction for withdrawal of funds will be executed in the Account currency. If there is any other currency stated in the Instruction, the transfer amount will be converted by the Company into the Account currency at the rate of the Company as at the moment of withdrawal of the Client's funds.
6.4.	The currency in which the Company receives Instructions for withdrawal of funds, depending on the Account currency and the method of withdrawal, shall be specified in the Personal area of the Client as well as on section "Trading Terms" of the Company's website.
6.5.	Company's commission rate shall be published on the Company's website and can be changed at the Company's discretion at any moment.
6.6.	Withdrawal of monetary funds of the Client shall be performed subject to the receipt of the Instruction for withdrawal of monetary funds or the Instruction for internal transfer of monetary funds by the Company on another Account of the same Client.
6.7.	An Instruction is deemed to be accepted by the Company, if: <ul style="list-style-type: none"> a) it is executed through the Personal area of the Client, displayed in the "Withdrawal" section and in the Company's record keeping system for such instructions (for individuals); b) it is duly executed and the copy is sent to the Company by e-mail within the working hours of the Company (for legal entities).
6.8.	An Instruction executed in any other form, other than those specified in Clause 6.7., shall not be accepted by the Company for execution.
6.9.	Withdrawal of the Client's monetary funds is carried out within 1 (one) Business Day, on or prior to the end of the operational day following the day of receipt of the Instruction for withdrawal of monetary funds.
6.10.	If the monetary funds sent by bank transfer, have not been delivered to the Client's external account within 5 (five) Business Days, the Client may request the Company for carrying out an investigation regarding such transfer. The Company may provide a copy of the swift or a copy of the payment order confirming the fact of transfer made.
6.11.	If the monetary funds sent by means of electronic transfer, have not been delivered to the Client's external account within 2 (two) Business Days, the Client may request the Company to carry out an investigation regarding such transfer. The Company may provide the Client with a Screenshot confirming the fact of monetary funds transfer on the Client's external account.

6.12.	The Client hereby acknowledges and agrees that the investigation and ordering documents can entail additional costs which are to be paid at the expense of the Client. The method of payment shall be determined on a case-by-case basis including transfer of the necessary amount to the Company's accounts and withdrawal of the monetary funds reflected on the Client's Account.
6.13.	If in the course of money transfer the Company has made a mistake entailing failure to credit monetary funds to the Client's external account, all additional costs for solving the problem shall be charged to the Company's account.
6.14.	In case of a failure by the Client to receive monetary funds at its external account due to incorrect details specified by the Client in the Instruction for withdrawal of monetary funds, any costs associated therewith shall be charged to the Client's account.
6.15.	The Client hereby acknowledges, that in case of any indebtedness on its Trading Account (except for the cases described in section 6 of present Regulations), the Company may discharge such indebtedness from the funds reflected on other Trading Accounts, owned by the Client, including within one or several Personal areas of the Client or any other Personal area, if the Company considers, that such Personal area is connected with the Client.
7. Methods of withdrawal of monetary funds	
7.1. Bank Transfer.	
7.1.1.	The Client may submit an Instruction for withdrawal of monetary funds by means of a bank transfer at any time, if at the moment of transfer the Company admits such method of transfer.
7.1.2.	The Client may submit an Instruction for withdrawal of monetary funds to the bank account opened in its own name. Any Instruction for the transfer of money to a third party's bank account shall not be accepted by the Company for execution.
7.1.3.	The Company undertakes to transfer monetary funds to the Client's bank account in accordance with the details specified in the Instruction for withdrawal of monetary funds, subject to compliance with the provisions of Clause 7.1.2. hereof.
7.1.4.	In the course of transfer of monetary funds, the Company shall specify the purpose of payment presented in the Personal area. If the purpose of payment has been changed, the Company shall immediately inform the Client of a new purpose of payment by way of its publication in the Personal area. Legal entities shall specify the same purposes of payment as that used upon crediting money to the Client's Account.
7.1.5.	The Client hereby acknowledges and agrees that the Company does not bear any responsibility for processing time of the transfer at the bank.
7.2. Electronic transfer	
7.2.1.	The Client may submit an Instruction for withdrawal of monetary funds by means of an electronic transfer at any time, if at the moment of transfer the Company admits such method of transfer.
7.2.2.	The Client may form an Instruction for withdrawal of monetary funds either on its bank account or on the electronic account of the Payment Agent.
7.2.3.	The Company undertakes to transfer monetary funds to the Client's electronic account in accordance with the details specified in the Instruction for withdrawal of monetary funds.
7.2.4.	The Client hereby acknowledges and agrees that the Company does not bear any responsibility for electronic transfer processing time as well as for any circumstances entailing technical deficiency in the course of such transfer, unless caused by the fault of the Company.
8. Instructions for the use of Personal area	
8.1.	The Client accepts all clauses of present Regulations regarding the use of the Personal area.
8.2.	In the course of registration on the Company's website, the Client undertakes to provide correct and trustworthy identification data in accordance with the requirements of the Client's registration form on the Company's website.
8.3.	The Client shall inform the Company of any changes in the Identification Data in due time.
8.4.	For identification of the Client, the Company may request the Client to provide a proof of identity.
8.5.	The Company reserves the right to suspend Non-trading operations under the Client's Account if it has been revealed that the Client's Identification data is incorrect or doubtful or if the Client has not provided any documents required.
8.6.	The Client confirms and agrees that access to the Personal area is password-protected.
8.7.	The Client shall be fully responsible for the password maintenance and its protection against unauthorized access of third parties.
8.8.	All the instructions executed through the Personal area using the password are deemed to be executed personally by the Client.
8.9.	Any person which has got an access to the Personal area by entering of the password shall be treated as if it was the Client personally.
8.10.	The Company does not bear any responsibility for all losses incurred by the Client in case of theft, loss or disclosure of the password to third parties.
8.11.	The Client may change the access password to the Personal area in its own discretion or to use the procedure of password recovery.
8.12.	Client's Instruction for withdrawal of monetary funds submitted via the Personal area shall go through the following stages:
a.	"In the course of processing" status, which means, that the Instruction has been received by the Company and will be processed according to the notification processing queue;
b.	"Transfer completed" status, which means, that the monetary funds have been transferred to the Client's external account specified in the Instruction;
c.	"Declined" status, which means, that the Instruction has been declined by the Company.

8.13. Each Non-trading operation of the Client shall be confirmed by the relevant record in the Personal Area in "Payments" section. If the Client has detected an error in the record concerning a Non-trading operation, it give a notice to the Company in accordance with the procedure as set out in Section 9 hereof.
8.14. Should the Client detect an error in the record for its own benefit, the Client shall inform the Company of such error as soon as possible, using the contact information from the "Contact" section on the Company's website.
9. Dispute resolution
9.1. In case of dispute with respect to any transfer of funds hereunder, the Client may submit a claim against the Company or make a request for carrying out an investigation regarding such transfer. All claims and requests may be submitted no later than within 5 (five) Business Days from the moment of occurrence of the relevant situation giving rise to a dispute. The Company undertakes to resolve the disputable issue as soon as possible, but no later than within 14 (fourteen) Business Days. In case, if it is necessary to gather more information in order to resolve the disputable issue and thus the consideration of such disputable issue takes more than 14 (fourteen) Business Days, the Company undertakes to inform the Client of the reason of such delay. The Company reserves the right to request from the Client any information, including Client's documents to resolve the disputable issue as soon as possible.
9.2. For the purposes of a claim, the dispute shall be considered occurred at the time of the relevant record in the "History of payments" section of the Personal area, or upon expiration of the period for execution by the Company of a duly formed and submitted Instruction as set forth herein, as applicable.. For the purposes of a request, the dispute shall be considered occurred at the time of occurrence of any event described in clauses 4.13, 4.15, 6.12, 6.13.
9.3. For registration of a request for carrying out an investigation regarding any transfer, the Client shall apply to the Company by means of communication as set forth in the Terms with a detailed description of the situation,
9.4. The Client acknowledges and agrees that in certain cases the Company is a recipient of the payment and thus does not have an access to necessary data in order to make an investigation. If this is the case, the Client agrees that it shall go directly to the Payment Agent for investigation.
9.5. Client's claim should not contain:
a. An affective evaluation of the disputable issue;
b. Any offensive statements towards the Company;
c. Any obscenities.
9.6. To carry out an investigation regarding transfer and consideration of the claim, the Company may request the Client to provide additional information and documents.
9.7. The Company may decline the claim in case of non-compliance with the conditions set forth in Section 9 of present Regulations.
9.8. In case of absence of satisfactory results of consideration of the claim by the Company according to present Regulations, the Client has the right to refer it for further consideration to the authorized bodies according to the provisions of the Terms.