

Terms and conditions

# General terms of use

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# General terms of use

This document sets out the general terms and conditions that apply to your use of our products and services. We recommend that you print a copy for your records.

## 1. Introduction

- 1.1. Deriv Investments (Europe) Ltd is a limited liability company under the laws of Malta under company registration number C 70156, with its registered address at W Business Centre, Level 3, Triq Dun Karm, Birkirkara BKR 9033, Malta ("**Deriv**", "**we**", "**us**"). We are licensed and regulated by the Malta Financial Services Authority (the "**MFSA**"), located at Triq l-Imdina, Zone 1, Central Business District, Birkirkara CBD 1010, Malta, to provide investment services (the "**Services**") under Article 6 of the Investment Services Act (Chapter 370 of the Laws of Malta) (the "**Act**").
- 1.2. In providing the Services, we are bound by the Act, any regulations under the Act, and the MFSA's rules applicable to investment services licence holders (the "**MFSA Rules**"). We are participants in the Investor Compensation Scheme established under the Investor Compensation Scheme Regulations (S.L. 370.09). The Investor Compensation Scheme pays compensation, subject to certain limitations, to eligible consumers in the case of the failure of an authorised investment firm. "Investors", as defined in the Investor Compensation Scheme Regulations, who entrust instruments or money with us are only entitled to compensation if the Investors satisfy the terms of the Investor Compensation Scheme Regulations.
- 1.3. These General Terms of Use, together with the [Trading Terms](#), the [Funds and Transfers Terms](#), and the [Risk Disclosure](#) form the agreement between you and Deriv (collectively, the "**Agreement**"). You expressly agree to the terms of the Agreement, and we agree to your access to and use of our Services (as further described in Clause 2 below). In the event of any conflict between these General Terms of Use and the [Trading Terms](#), the [Funds and Transfers Terms](#), and the [Risk Disclosure](#), these General Terms of Use will prevail.
- 1.4. You are responsible for checking our website periodically to review the current version of the Agreement. We reserve the right to amend our Agreement, as permitted by law, without notice, and it is your responsibility to check our website for the latest version of the Agreement. The amended Agreement shall become valid once it is published on <https://eu.deriv.com/> (the "**Website**"). If we make material changes to the Agreement, we will notify you. If you reject any variation in the Agreement, you must discontinue your use of our Website and Services, and we will terminate this Agreement in accordance with Clause 16. Your continued use of the Website and Services will constitute acceptance of the variation.
- 1.5. Terms used in this Agreement, such as "including" or "for example", are not words of limitation and shall be interpreted as followed by the words "without limitation". The headings in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

- 1.6. This Agreement is available in English. You can use the official language of your member state to communicate with us if you prefer.

## 2. Product offering

- 2.1. We provide our Services via Deriv-branded trading platforms available on the Website (the “**Trading Platforms**”), where you can trade on:
- 2.1.1. Contracts for difference (“**CFDs**”) based on forex, commodities, cryptocurrencies, stocks, stock indices, derived indices, and exchange-traded funds (ETFs) via Deriv MT5; or
  - 2.1.2. Multipliers based on forex, derived indices, and cryptocurrencies via Deriv Trader.
- 2.2. Our Services are offered on a non-face-to-face basis, and our communication is done through our Website, emails, and other electronic correspondence.
- 2.3. Our Services are offered on an execution-only basis. This means that you will be responsible for making your own investment decisions and actions when transmitting your transaction orders through the Website. We will execute any specific instructions from you, and we will not be required to ensure that the transactions are suitable or appropriate for you.
- 2.4. Our products are complex instruments and may not be appropriate for everyone, as per our [Risk Disclosure](#). We therefore have a duty to assess your trading knowledge and experience with a test (a “**Trading Experience Test**”) upon signing up for a trading (not demo) account with us. We will not be able to offer you our Services if the necessary information within the Trading Experience Test is not completed. If, following the Trading Experience Test, we feel that you do not hold the necessary knowledge and experience to understand the risks attached to complex instruments, you shall be provided with a written risk warning. If you opt to accept the risk warning and still opt to transact, you will be accepting a lesser degree of protection under the MFSA Rules.
- 2.5. CFD trading does not give you any right to the underlying instrument of your trade, which means that you will not have any interest in, or the right to purchase, any underlying shares in relation to these underlying instruments since CFDs represent a notional value only.
- 2.6. We reserve the exclusive right to determine the scope, availability, and nature of the services and products we offer to you.
- 2.7. We only provide our Services to residents of certain countries due to legal and regulatory restrictions and our internal policies. We may change this list of countries from time to time.
- 2.8. We may choose to introduce, modify, or discontinue services and products for any reason, including reasons related to regulatory compliance, operational efficiency, or strategic considerations. In any such circumstances, we will make reasonable efforts to notify you and provide you with guidance on account management.

### 3. Access to our services

- 3.1. To open a Deriv account and use our Services, you need to meet all of the following conditions, and you make the following representations to us:
  - 3.1.1. You have read the Agreement in full and have understood that you will be buying and selling trades subject to this Agreement (including, for the avoidance of doubt, the risks described in the [Risk Disclosure](#));
  - 3.1.2. You have read our [Security and Privacy Policy](#) and are aware of how we process personal data;
  - 3.1.3. You are acting only for your own benefit and not for any other person or on behalf of anyone else;
  - 3.1.4. You are 18 years of age or older; and
  - 3.1.5. You are not a resident of a country in which we do not offer our services (see Clause 2.7).
- 3.2. Subject to the terms of this Agreement and provided that we accept you as a client, we hereby grant you a licence to use the Trading Platforms solely for your personal use and benefit. To the extent that third-party software is included within the Trading Platforms, you shall comply with the terms of any third-party software licences provided to you from time to time.
- 3.3. If you decide to use or download third-party software on which our Services are accessible (in particular, MT5), you agree to adhere to the terms and conditions set out in this Agreement. You acknowledge that you will not be able to place orders until we accept you as a client.
- 3.4. You are responsible for ensuring that your account credentials remain confidential and that they are not used by any person other than you. You shall notify us immediately if you become aware that your account credentials have been compromised or your account has been used by anyone other than yourself. If we believe there has been a security breach, we may require you to change your account credentials.

### 4. Know Your Customer

- 4.1. General
  - 4.1.1. During registration, you must provide your full and accurate details, including your name, permanent residential address, date of birth, place of birth, country of residence, contact number, and email address.
  - 4.1.2. We have the obligation to conduct due diligence on you as required by the Prevention of Money Laundering Act (Chapter 373 of the Laws of Malta) and regulations issued thereunder, including the prevention of money laundering and the funding of terrorism legislation. This includes collecting certain information and verifying your identity and permanent residential address through documents. You may also be asked to provide other documents to establish the correctness of the information provided by you to us. To verify your identity, you will usually need to provide us with the following documents or uploads:

- 4.1.2.1. A selfie;
- 4.1.2.2. A clear, coloured copy of a valid, non-expired government-issued ID, such as a passport, driver's licence, or an ID card; and
- 4.1.2.3. Proof of address, which is a formal document that includes your residential address. Acceptable documents may include a copy of your bank statement, electricity bill, water or gas bill, council tax bill, tax letter, landline phone bill (mobile phone bills are not accepted), television services bill, home internet bill, or local authority waste disposal bill. The bill must display your full name and address. It is important to note that the utility bill should not be older than six (6) months, and the details on the bill must match the personal information you provided when opening an account with us.
- 4.1.3. Subject to applicable regulations, we may, at our sole discretion, open a trading account (rather than a demo account) for you before the identity verification process is complete. In this case, you will be allowed to make a one-time deposit of up to five hundred (500) in your chosen account currency. However, please note that these deposited funds will not be available for trading or withdrawal until your account is verified through the required document uploads as described above.
- 4.1.4. If you fail to verify your account within thirty (30) days from registration or if satisfactory verification is not completed, your funds shall be refunded to the same remitter/payment method/channels through which we received them. It is important to understand that neither we nor our directors, officers, agents, or employees shall be held liable for any loss or damage incurred by you due to delays in making the funds available for use or remitting funds back to you.
- 4.1.5. You acknowledge that in order for us to accept you as our client and allow you to utilise our Services, it is essential that you provide us with all the requested information and documentation in full, in accordance with our client acceptance procedure. Additionally, we must complete all necessary internal checks to ensure compliance with applicable regulations.
- 4.1.6. You can only have one investment account with Deriv Investments (Europe) Limited.
- 4.1.7. Only you, as the account holder of the investment account, can deposit or withdraw funds to or from the account. Upon withdrawal of funds from your account, the funds will be sent to the same method by which they were deposited or to a verified method owned by you as the account holder, for which we may request proof of ownership.
- 4.1.8. You undertake and agree that any information we may request will be provided promptly and accurately. We reserve the right to restrict payments and/or decline our Services to you if the requested information and/or documentation is not provided in a timely manner.
- 4.1.9. We reserve the right to exercise absolute discretion in deciding whether or not to accept your application to open a trading account with us. We are not obligated to provide any reasons for our decision to reject your application.
- 4.1.10. If any of your KYC documentation expires, we have the right to request additional non-expired KYC documentation. We also have the right to request additional documentation from you at any time.

- 4.1.11. You agree to allow your information to be disclosed to third parties for the purposes of KYC and any other checks.

#### 4.2. Tax

- 4.2.1. We may collect basic information regarding your tax status for the purposes of meeting our obligations under legislation relating to the Common Reporting Standard (CRS), the Foreign Account Tax Compliance Act (FATCA), and any other applicable tax reporting legislation. This means we will require you to provide us with personally identifiable information, including your tax identification number, the countries where you are a tax resident, confirmation of whether you are a US citizen or whether or not your place of birth is in the US, and/or any other information which will be required under the applicable laws.
- 4.2.2. The tax information that you may provide will only be disclosed to the authorities who are legally obligated to collect this information for tax reporting. We shall disclose your tax information to them only to the extent that we are legally obligated to. We do not use, disclose, or process this information in any other way at any time.
- 4.2.3. You shall inform us without any undue delay of any change to your residency, citizenship status, names, address, or any other changes surrounding your profile during the term of this Agreement.
- 4.2.4. You are entirely responsible for your tax affairs, including any applicable returns and complying with any applicable laws and regulations. We do not provide any advice on taxation and/or your personal tax position. We will not accept any liability for any adverse tax consequences arising from the use of the Services as provided by Deriv.

#### 4.3. Fraud

- 4.3.1. We reserve the right to block or withhold the funds in your account, and/or suspend your account, terminate this Agreement without notice, and/or cancel any request for a deposit, withdrawal, or refund of your funds if we know or have reason to believe that any fraud has taken or will take place, including if one or more of the following cases is true:
  - 4.3.1.1. Your account was opened under a false or fictitious name;
  - 4.3.1.2. You have submitted fraudulent or tampered document(s); or
  - 4.3.1.3. You have opened more than one Deriv account.
- 4.3.2. We may use the personal information that you provide to conduct anti-fraud checks.
- 4.3.3. The personal information that you provide may be disclosed to identity verification, credit reference, or fraud prevention agencies, which may keep a record of that information.
- 4.3.4. You must provide us with up-to-date, accurate, and complete information. If your information appears to be outdated, inaccurate, or incomplete, we reserve the right to reject it or ask you to correct or verify any details you have provided.

- 4.3.5. Your telephone conversations and/or electronic communications related to your use of the Services may be recorded. These recordings may be used for anti-fraud purposes in accordance with our [Security and Privacy Policy](#).

## 5. Compliance with laws

- 5.1. It is your responsibility as you access our Website and Services to make sure that you understand and fully follow the relevant laws and regulations of your own country. We do not support any offerings or make any solicitations that are illegal in your country, and you cannot use your Deriv account for such prohibited offerings. In some countries, we may not be permitted to offer our Services to you unless you have taken proactive steps to solicit information about them and requested to be provided with our products and services. Access to the Services and the offering of certain trades via our Services may also be restricted in some jurisdictions. It is your responsibility to know about the restrictions that apply in your country of residence and observe them. In continuing to access our Website and Services, you represent to us that you are doing so legally and that, where relevant, you have solicited information about our products and services and requested to be provided with them.
- 5.2. We have the duty to disclose all the circumstances that are material to the products or services that we provide to our clients, both during and after their provision. We are obliged to do so in accordance with our licensed activities.

## 6. Our rights

- 6.1. We reserve the right to suspend, refuse, or cancel any of our Services, refuse or reverse any of your trades, ask you for a refund, and charge you deposit and/or withdrawal fees for any reason, including the following:
- 6.1.1. If we believe that your activity on our Website or Services may be illegal in your country or state or that it may breach any laws, regulations, instruments, ordinances, or rules, including those that govern any exchange, financial market, or financial regulatory environment;
- 6.1.2. If we reasonably believe you have made or are making any false or misleading representation to us; or
- 6.1.3. Any instance where legal authorities, law enforcement agencies or regulators contact us to request we cease offering our Services to you.
- 6.2. In the event of any error on our Website or Trading Platforms (including any payment-related errors from our payment services providers), we reserve the right to take any action necessary to rectify the error, including correcting any inaccuracies, temporary or permanent suspension of access to the relevant products, modification, replacement or refund of funds, or refusing or reversing a trade.
- 6.3. If you become aware of any error within a report or statement we provide to you, such as any amounts erroneously credited to your account, you shall immediately inform us, and you are responsible for returning these amounts to us. If we become aware of such an occurrence, you hereby authorise us to correct the error by amending the report or statement and, if applicable, treating this as a deficit balance. If you have used any funds that were credited to you erroneously, we may, without notice, close all or any of your open positions at such closing prices as we reasonably believe to be appropriate to recover such funds.



- 6.4. If your account for a Trading Platform is disabled for any reason (your Deriv MT5 account or your Deriv Trader account), we reserve the right to close any pending positions at the then-current market price.
- 6.5. We shall be entitled to take any action that we consider necessary, at our sole discretion, to ensure compliance with the MFSA Rules or any other applicable laws, rules, or regulations. These actions shall be binding on you and shall not render us liable.
- 6.6. If we determine that you have engaged in inappropriate behaviour, including the usage of offensive language, we reserve the right to restrict or suspend your account or terminate this Agreement without notice.
- 6.7. We have the right to ask you for information to verify that you are complying with this Agreement at any time. If you do not comply with our reasonable request for information, we may restrict or suspend your account, or terminate this Agreement without notice.
- 6.8. We keep records, which include your personal data, trading information, and communications, in accordance with our legal and regulatory obligations. Our records will serve as documentation of your use of the Services unless they are demonstrated to be incorrect. Upon your request, your records may be provided to you, although we are not responsible for any record-keeping obligations you may have. You acknowledge and agree that we may use our records as evidence in any legal or regulatory proceedings.

## 7. Client classification

- 7.1. To comply with the MFSA Rules, we classify our clients as “Retail Clients”, “Professional Clients”, or “Eligible Counterparties”. We attach different levels of regulatory protection to each category in accordance with the MFSA Rules. In particular, Retail Clients are offered the highest degree of regulatory protection, whilst Professional Clients and Eligible Counterparties are considered to be able to assess their own risk and are afforded a lower degree of regulatory protection.
- 7.2. We will classify you as a Retail Client for the purposes of the Services when you sign up with us on the Website.
- 7.3. You may request that we re-classify you under a different classification, but we will not be obliged to do so. If, after making a request and meeting the quantitative/qualitative criteria, you are re-classified as a Professional Client, you may lose certain protections, which shall be communicated to you through a client classification notice. In case of a conflict between this Agreement and that client classification notice, the terms within the notice will apply.
- 7.4. If you wish to be in a different category, please submit a request by going to the “Personal details” tab in your “Profile” settings. We will then need to establish whether you meet certain specified quantitative and qualitative criteria. The qualitative criteria consist of meeting two of the following three criteria:
  - 7.4.1. You have carried out transactions in significant size on the relevant markets at an average frequency of ten (10) per quarter over the previous four quarters;
  - 7.4.2. Your portfolio exceeds EUR five hundred thousand (EUR 500,000); and/or

- 7.4.3. You are a financial services professional with at least one year's experience in the services being provided to you by Deriv.

## 8. Client money

- 8.1. In accordance with the MFSA Rules, we hold client monies in segregated client money accounts opened with various credit institutions (each a "**Credit Institution**"). Such monies shall at all times be separate and distinct from the monies and assets of Deriv. We may hold your client money and the money of other clients in the same account.
- 8.2. We are required to have arrangements in place for handling, recording, accounting, identification, segregation, and control of your monies and their safe custody.
- 8.3. You agree that we shall not be liable for any losses, costs, expenses, damages, liabilities, or prejudice arising from the acts or omissions from the Credit Institution or as a result of the insolvency of a Credit Institution, to the extent that we have exercised reasonable care in the selection of the Credit Institution.
- 8.4. You acknowledge and agree that no interest is due or payable to you in respect of your client money, and you hereby waive all rights to interest.

## 9. Market abuse and prohibited behaviour

- 9.1. You agree that you will not enter into any transactions which fall within the definition of market abuse under applicable laws.
- 9.2. You shall not:
- 9.2.1. Trade if you are in possession of insider information or have insider knowledge relating to any financial market, issuer, or instrument;
  - 9.2.2. Trade if you are attempting or have attempted to manipulate the market for any financial instrument;
  - 9.2.3. Trade in a way that violates any laws, regulations, instruments, or ordinances, including those that govern the operation of any exchange, financial market, or financial regulatory environment;
  - 9.2.4. Act in an abusive or dishonest manner in respect of our Website, Trading Platforms, or other products;
  - 9.2.5. Enter into trades which manipulate our products; or
  - 9.2.6. Enter into trades aimed at exploiting errors in prices.

If we determine or suspect that you have breached this Clause 9.2, we may prohibit you from trading, reverse any affected trades, close any open positions, block withdrawals, refund the money you have deposited, retain any funds you may have accumulated, or take any other measures we deem reasonably necessary.

## 10. Negative balance protection

- 10.1. Negative balance protection means the limit of your aggregate liability for trades to the amount available in your Deriv account. We offer negative balance protection to protect you against adverse movements in your trades, which would result in you owing money to Deriv because prices have moved against you since you first opened them. Negative balance protection considers your aggregate liability on all open trades and not per trade.
- 10.2. The provisions of negative balance protection do not apply in the following situations:
  - 10.2.1. When you open a trade that is considered prohibited;
  - 10.2.2. When you are a professional client or eligible counterparty; or
  - 10.2.3. When a negative balance results from your breach of this Agreement.

## 11. Conflicts of interest

- 11.1. We have in place appropriate procedures to identify conflicts of interest between Deriv, our directors, employees, or other persons or companies connected, directly or indirectly, with Deriv in the course of providing our services to you.
- 11.2. We are required to act in your best interest when providing our services. However, you should be aware of the following when entering into a transaction with us:
  - 11.2.1. We may deal on our own account;
  - 11.2.2. We may be the counterparty to trades that you enter into. This means that over time, we may earn money over your potential aggregate loss; and
  - 11.2.3. We are responsible for setting the price of financial products on the Deriv platforms, so prices may be different from those provided by other brokers or the market price.

## 12. Dormant accounts

- 12.1. If your account has not recorded any transactions for a period greater than twelve (12) months, it will be considered a dormant account, and we reserve the right to charge you a dormant fee of up to USD/EUR/GBP twenty-five (25) or the equivalent of USD twenty-five (25) in any other currency as calculated in accordance with the current exchange rate published by XE or any other recognised data provider as at the date the dormant fee is charged. We reserve the right to charge you a dormant fee for every period of six (6) months that your account remains dormant.
- 12.2. If your account has been locked or suspended and has not recorded any transactions for a period of twelve (12) months or more, we reserve the right to rescind your account funds.

- 12.3. If your account has been inactive for thirty (30) days with an account balance of one (1) USD/EUR/GBP or less, we reserve the right to rescind your account funds.
- 12.4. If your account is closed or blocked, you must contact our [Help Centre](#) to recover funds from your account. If your account is dormant, you can still make withdrawals.
- 12.5. Dormant Deriv MT5 accounts
  - 12.5.1. We have the right to delete your Deriv MT5 demo account after thirty (30) days of inactivity.
  - 12.5.2. We have the right to archive your Deriv MT5 real account after thirty (30) days of inactivity. To reactivate a real account, you may contact our [Help Centre](#). Any funds in your archived Deriv MT5 account will be transferred to your Deriv account.

## 13. Third-party relationships

- 13.1. You may be introduced to us by one of our affiliates. You acknowledge that we do not authorise our affiliates to make any contract, agreement, or warranty on our behalf. In particular, affiliates do not have the authority to collect any money from you, to offer any guarantees against losses, to offer investment services, or to offer any advice in our name.
- 13.2. You acknowledge that introductory fees may be payable to our affiliates on a “cost per acquisition” arrangement whereby the affiliate receives a one-off fee for each referred client. You can find the details of applicable fees on our [Affiliate Programme Page](#). Please note that payments of fees to affiliates will only be made where we are satisfied that the payments do not impair our obligation to act in the best interest of our client.

## 14. Warranties and indemnities

- 14.1. You warrant and represent to be fully and personally responsible for settling every transaction into which you enter through your account with us.
- 14.2. You are responsible for ensuring that you alone control access to your account and that no minors or any other third party are granted access to your account.
- 14.3. You remain fully liable for any and all positions traded on your account and for any credit card or other transactions entered into through the Website for your account. You agree to indemnify us against any and all costs and losses of any kind whatsoever that we may incur as a direct or indirect result of your failure to perform or settle any such transaction entered into through the Website or Trading Platforms.
- 14.4. You are responsible for compensating us for any costs and losses that we might incur or bear as a result of your failure to comply with any of your obligations set out in this Agreement. This includes indemnifying us against any costs that arise through the enforcement of any of our rights under this Agreement.

- 14.5. We specifically and expressly disclaim any and all warranties or representations, express or implied, statutory or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, relating to the Services, Website, and Trading Platforms.
- 14.6. We provide our Services, Website, and Trading Platforms on an “as is” and “as available” basis and give no warranty that they will be free of errors, that any errors will be corrected, or that they are free of any third-party interferences such as hackers or any other harmful components that arise outside of our control.
- 14.7. We make no claims that our Services, Website, and Trading Platforms will be available on an uninterrupted basis or that an error-free service will be provided. Subject to Clause 15.1., we will not be liable for the consequences of any such errors or interruptions.

## 15. Liability

- 15.1. Nothing in this Agreement shall limit or exclude our liability for anything which cannot be limited or excluded by applicable law.
- 15.2. Subject to Clause 15.1, we shall not be liable to you in contract, tort, or otherwise (including liability for negligence) for (a) any loss of business, revenue, profits, or anticipated savings; (b) any wasted expenditure, corruption, or destruction of data; (c) any loss of goodwill or reputation; or (d) for any indirect or consequential loss, in each case arising directly or indirectly in connection with this Agreement.
- 15.3. Subject to Clauses 15.1 and 15.2, we may be liable for your losses only to the extent that these losses are due to our gross negligence, wilful default, and/or fraud, and our aggregate liability to you in respect of all claims arising out of or in connection with this Agreement (including as a result of breach of contract, tort, negligence, under statute, or otherwise) will be limited to the aggregate amount of the deposits less withdrawals on your Deriv account on the date that the cause of action accrued.
- 15.4. Subject to Clause 15.1, in the event that we provide information, news, market commentary or research on our Website or in any communications, including newsletters, whilst we take reasonable measures to ensure the accuracy of this information, we shall not be liable for any losses (whether direct or indirect, or whether arising as a result of breach of contract, tort, negligence, under statute, or otherwise) suffered by you arising from any inaccuracy or mistake in the information given or as a result of you taking or not taking any action based on this information. If you want to use this information to help you with your own investment decisions, you do this at your own risk.

## 16. Termination

- 16.1. You may terminate this Agreement at any time by giving us notice (in accordance with Clause 19). After you give us notice, you should close out any open trades as soon as reasonably practicable and, in any event, within twenty-one (21) days, after which we reserve the right to close your trades on your behalf (at the then-current market price) before permanently closing your Deriv account.

- 16.2. We may terminate this Agreement and close your Deriv account at any time by giving you twenty-one (21) days' notice (in accordance with Clause 19). After we give you notice, we will not accept any new instructions from you. You should close any open positions within twenty-one (21) days of the date of the notice, after which we reserve the right to close your trades on your behalf (at the then-current market price) before permanently closing your Deriv account.
- 16.3. We may terminate this Agreement and close your account at any time, without prior notice:
- 16.3.1. If you become incapable of paying your debts when they fall due or become bankrupt or insolvent, as defined under any applicable bankruptcy or insolvency law;
  - 16.3.2. If a receiver, examiner, or administrator is appointed for the whole or any part of your business or assets or you are struck off the registrar of companies in the jurisdiction where you are incorporated or an order is made or a resolution passed for winding up;
  - 16.3.3. If you materially breach any term of this Agreement;
  - 16.3.4. If you have made a material misrepresentation to us or any representation that you make to us is false or misleading in any material respect at the time it is given;
  - 16.3.5. If you fail to provide any information requested by us pursuant to this Agreement;
  - 16.3.6. If we reasonably believe that there is a security or regulatory risk in continuing this Agreement with you;
  - 16.3.7. For reasons relating to our internal policies;
  - 16.3.8. If we are required to do so by applicable law or by a regulator;
  - 16.3.9. As set out in Clauses 4.3, 6.6, and 6.7 in these General Terms of Use; or
  - 16.3.10. As set out in the [Trading Terms](#), or the [Funds and Transfers Terms](#).
- If we terminate this Agreement in accordance with this Clause 16.3, we reserve the right to close your trades on your behalf (at the then-current market price) before permanently closing your Deriv account.
- 16.4. Upon termination of this Agreement:
- 16.4.1. We reserve the right to deduct from your account all outstanding amounts due to us;
  - 16.4.2. We will return to you without undue delay the net balance of any monies remaining on your Deriv account by forwarding the funds directly to your bank account or other verified payment method, unless we have a right to hold the funds under this Agreement or applicable laws (for example, if we suspect that the funds are the proceeds of crime; and
  - 16.4.3. You must immediately cease to use or have access to the Website, Services, and Trading Platforms, including any third-party software contained therein.
- 16.5. Termination of this Agreement is without prejudice to any obligation or right of any party which has accrued prior to the termination.

- 16.6. The following clauses shall survive termination of this Agreement: 1 (Introduction), 4 (Know your customer), 8 (Client money), 12 (Dormant accounts), 14 (Warranties and indemnities), 15 (Liability), 16 (Termination), 17 (Intellectual property rights), 18 (Force majeure events), 19 (Communication with us), 20 (Complaints), 21 (Governing law and jurisdiction) and 22 (Miscellaneous).

## 17. Intellectual property rights

- 17.1. You acknowledge that Deriv, or our affiliates or licensors, own all intellectual property rights in and to the Website and Trading Platforms, together with all related information, technology, and other materials, including all software, concepts, methodologies, techniques, models, templates, algorithms, trade secrets, processes, information, materials, source codes, structure, sequence, organisation, images, text, graphics, illustrations, data, and know-how contained therein, all modifications, alterations, updates, upgrades, enhancements, and derivative works thereof, and all related documentation and manuals.
- 17.2. You acknowledge that the intellectual property in and to our Website and Trading Platforms are licensed (not sold) to you solely pursuant to this Agreement, and that you have no other right, title, or interest in, or to, the intellectual property rights in the Website and Trading Platforms.
- 17.3. You shall not, in respect of the Website, Trading Platforms, any part thereof, and any third-party software contained therein:
- 17.3.1. Reverse engineer, disassemble, or otherwise attempt to derive source code, except to the extent expressly permitted by law and with the exception of any code that is made publicly available on an open source basis;
  - 17.3.2. Copy, modify, or translate any of the material;
  - 17.3.3. Remove any proprietary notices;
  - 17.3.4. Circumvent any technical limitations or activate any features that are disabled; or
  - 17.3.5. Use these products for the purpose of developing features or functions that compete with them.
- 17.4. You acknowledge that the word “Deriv” and the “Deriv” logo are registered trademarks.
- 17.5. You must seek our prior written consent in order to copy and distribute our materials for non-commercial purposes, and we will only give our consent on the condition that each copy of the material remains intact.
- 17.6. To copy or redistribute our materials for commercial purposes or for compensation of any kind, you must (a) obtain our prior written permission and (b) make sure that all copies include the following notice in a clearly visible position: “Copyright Deriv 2024. All rights reserved”.
- 17.7. Please note that if you contact us with any suggestions for modifications and improvements to our Website or Trading Platforms, we may make modifications based on your suggestions, but we are not required to do so. Any modifications or improvements made to the Website or Trading Platforms based on your feedback shall be our and our licensors’ sole property.

## 18. Force majeure events

- 18.1. Force majeure events are events beyond the control of either of the parties and are not reasonably foreseen. They may include:
  - 18.1.1. Any war, state or governmental action, terrorism act, fire, strike, riot, civil unrest or industrial action;
  - 18.1.2. Natural disasters such as floods, tornadoes, earthquakes, and hurricanes;
  - 18.1.3. Public health emergencies of national or international concern, epidemics, or pandemics;
  - 18.1.4. The suspension, closure, or nationalisation of an exchange;
  - 18.1.5. Any act or regulation made by a government or supra-national body or authority which we (acting reasonably) believe prevents us from maintaining an orderly market or the imposition of limits or unusual terms by a government on any instrument and/or its derivative on our Trading Platforms;
  - 18.1.6. Technical failures in transmission, communication, or computer facilities, power failures, or electronic or equipment failures;
  - 18.1.7. The failure of any third party (including a supplier, liquidity provider, intermediate broker, agent, custodian, exchange, clearing house, or regulatory organisation) to perform its obligations or to provide its services to us;
  - 18.1.8. An event which significantly disrupts the market, including the premature closing of trading in a particular market;
  - 18.1.9. Excessive changes (whether existing or reasonably anticipated) to the price, supply, or demand of any product; or
  - 18.1.10. Other unforeseeable, unanticipated, and unpredicted events that are not dependent upon the will of the parties.
- 18.2. We shall not be liable for any delay or failure in the performance of any of our obligations pursuant to this Agreement to the extent that the same results from a force majeure event.
- 18.3. If we determine that a force majeure event exists, we may without notice and at any time, acting reasonably, take one or more of the following steps:
  - 18.3.1. Alter the trading hours for any particular transaction;
  - 18.3.2. Decrease leverage;
  - 18.3.3. Alter your margin requirements, which may mean you are required to provide additional margin;
  - 18.3.4. Limit the availability of instructions that you can give in respect of a trade;
  - 18.3.5. Void all open positions of affected instruments; or
  - 18.3.6. Close any or all of your open positions at a price which we (acting reasonably) appropriate.



- 18.4. If we take any of these measures, subject to Clause 15.1, we shall not be liable to you for any losses.

## 19. Communication with us

- 19.1. You can contact us via email or online chat. Contact details can be found on the [Contact Us](#) page of our Website.
- 19.2. We are committed to resolving your query in the quickest time possible and appreciate your patience in allowing us time to resolve the matter.
- 19.3. If we are unable to resolve your query or you feel our response is unsatisfactory, you may submit an official complaint to us by following the process described in Clause 20 (Complaints) below.
- 19.4. It is your responsibility to make sure that you are able to receive the emails we send you.
- 19.5. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been properly served, given, delivered, and received when delivered to the email address of the recipient. For the purposes of this clause, “**Business Days**” refers to business days in Malta. Any notice sent by email shall be deemed to have been received on the next Business Day following the day on which it is sent. If the day on which notice is deemed to be received is not a Business Day, then the notice is deemed to have been received on the next Business Day.

## 20. Complaints

- 20.1. We are committed to ensuring that complaints are dealt with promptly and fairly.
- 20.2. If you would like to file a complaint about our Services, you can do so by sending the details and evidence related to your complaint to us at [complaints@deriv.com](mailto:complaints@deriv.com). We shall acknowledge the receipt of your complaint via email, investigate your complaint, and send you a final response within fifteen (15) days from the date on which the complaint is received. For more information, please read our [Complaints Policy](#) page.
- 20.3. If, following our response, you are still not satisfied with the outcome, you can refer your complaint to the Office of the Arbiter for Financial Services. In that case, your complaint will go through the following procedure:
- 20.3.1. The Arbiter for Financial Services will determine whether the complaint can be accepted and is in accordance with the law; and
- 20.3.2. If the complaint is accepted by the Arbiter, you will receive another email with further details relating to the payment of the €25 complaint fee and the processes that follow.

Please note that you may only file a complaint with the Arbiter for Financial Services if you are not satisfied with our decision or if our decision wasn't made within fifteen (15) business days of receiving your complaint.

## 21. Governing law and jurisdiction

- 21.1. This Agreement and any disputes arising from, in connection with, or relating to, the interpretation of this Agreement (including non-contractual disputes), shall be governed by the laws of Malta and shall be subject to the exclusive jurisdiction of the courts of Malta.

## 22. Miscellaneous

- 22.1. This Agreement constitutes the entire agreement between you and us and supersedes all previous agreements, promises, assurances, and representations (whether written or oral) relating to their subject matter.
- 22.2. If any provision of this Agreement is found to be invalid or unenforceable by any court or administrative body of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- 22.3. If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 22.4. We may assign any or all of our rights under this Agreement to a third party.
- 22.5. You may not assign any or all of your rights under this Agreement to a third party without our prior written consent.
- 22.6. If this Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.

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