



Terms and conditions

# **Supplementary terms**

Binary (Europe) Ltd

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# Table of contents

1. Introduction	3
2. Complaints and disputes	3
3. Protection of your funds	3
4. Know Your Customer	3
5. Trading risks and liabilities	4
6. Security and privacy	4

## 1. Introduction

- 1.1. These supplementary terms and conditions, which may change from time to time, apply to all clients whose accounts are registered with Binary (Europe) Ltd, having its registered office address at W Business Centre, Level 3, Triq Dun Karm, Birkirkara, BKR 9033, Malta, licensed and regulated by (1) the Malta Gaming Authority in Malta for gambling products only, licence no. MGA/B2C/102/2000, and for the UK clients by (2) the UK Gambling Commission.
- 1.2. If there are any inconsistencies or deviations between these supplementary terms and conditions and the terms and conditions in the mentioned pages, these supplementary terms and conditions shall prevail. If any material changes to any of these terms and conditions are made, you will be notified and will be afforded the opportunity to either accept or reject the new terms and conditions.
- 1.3. DTrader and DBot products offered by Binary (Europe) Ltd are based solely on synthetic indices.

## 2. Complaints and disputes

- 2.1. If you would like to file a complaint about our service, you can send the details related to your complaint to us at [complaints@deriv.com](mailto:complaints@deriv.com). We will investigate your enquiry and send you a final response within 15 working days.
- 2.2. If you are unsatisfied with our response to your complaint, you can submit your dispute by visiting the Independent Betting Adjudication Service (IBAS) website, an Alternative Dispute Resolution (ADR) entity, and filling the IBAS adjudication form. Please note that IBAS deals with disputes that result from transactions.
- 2.3. You can also refer your dispute to the Malta Gaming Authority by visiting the Player Support Unit website.
- 2.4. Alternatively, you can send your complaint to the European Commission's Online Dispute Resolution (ODR) platform.
- 2.5. If your complaint relates to our data processing practices, you can submit a formal complaint to the [Information and Data Protection Commissioner](#) (Malta) on their website. Alternatively, you can make a complaint to any supervisory authority within the European Union.

## 3. Protection of your funds

- 3.1. We have a loan agreement between us and our parent company so that in the event of insolvency, we are able to meet our obligations to our clients. This loan will always, at minimum, cover the liabilities owed to our clients.
- 3.2. We follow the Gambling Commission's requirements for the segregation of customer funds at medium level protection. To learn more, please refer to How gambling businesses protect your money on the Gambling Commission website.

## 4. Know Your Customer

- 4.1. To open and maintain a Deriv account, you need to be over 18 years old.
- 4.2. To use a real account, you need to provide proof of identity (POI) to verify your age when you first deposit funds into your account. When you reach the €2,000 threshold (or the equivalent in any other currency), whether by a single deposit or in aggregate, you need to provide proof of address (POA) in order to authenticate your account.
- 4.3. We monitor your account to ensure you are protected from gambling-associated risks. We are legally obliged to do so under our social responsibility policy.
- 4.4. You will be allowed to withdraw any pending balance in your account only if your KYC documents have been verified.

## 5. Trading risks and liabilities

- 5.1. Gambling debts are enforceable according to the laws of Malta.
- 5.2. A “reality check” alert at certain intervals will be displayed even when you are using the trading robots that you have built on DBot to automate your trading. The alert will suspend the trade and will require your confirmation to end the session or return to the trade.
- 5.3. Due to our obligations under the responsible trading policy, we reserve the right to assess and safeguard your account by setting limits to your trading activity as deemed proportionate and necessary for your protection and may terminate our business relationship with you if we deem it necessary. Please visit our [Secure and responsible trading](#).

## 6. Security and privacy

- 6.1. General
  - 6.1.1. We operate in full compliance with the General Data Protection Regulation (GDPR) and other applicable data protection laws. These regulatory measures oblige us to use your personal data according to the principles of fair and lawful information processing.
  - 6.1.2. Any processing of personal data undertaken by Binary (Europe) Ltd will be in compliance with the present agreement and the terms of our [Security and privacy policy](#).
- 6.2. Profiling and categorisation
  - 6.2.1. We reserve the right to use your personal data that we collect and assess to profile you in relation to our products. We do this manually with the assistance of automated processing. In this way, we are able to provide you with the most appropriate products and services.
- 6.3. Transfer of data
  - 6.3.1. We may need to transfer your personal data to any of our business associates or payment providers within or outside of the EEA, including countries that might not offer an equivalent level of protection of personal data, for the purpose of processing by third parties.
  - 6.3.2. We may also transfer your data to third parties outside the EEA for content delivery services, for customer relationship management services, and for communication and marketing services.
  - 6.3.3. In all instances, we take all reasonably necessary steps to ensure your personal data is treated securely and in accordance with this privacy policy and in compliance with any applicable data protection laws. These steps may include placing a contractual obligation on third parties or ensuring that third parties receiving your data are certified under an approved certification mechanism such as the one on the Privacy Shield framework.
- 6.4. Access to personal data
  - 6.4.1. If a law or regulation or the order of a court of a competent jurisdiction or a governmental or law enforcement agency requires us to disclose your personal or financial information, we shall promptly notify you, as deemed appropriate, to give you the opportunity to seek protection for the information for which disclosure is sought, unless we are legally prohibited from doing so. Any such disclosure shall not be interpreted as a breach of these terms and conditions.
- 6.5. Data retention
  - 6.5.1. We keep your information for the whole of the duration of your subscription with us. If you choose to close your Deriv account, your data will be kept only until our legal and regulatory obligations on data retention are met. We shall delete your data when the applicable retention period expires. The criteria we use for determining the retention period for your personal data will be any applicable regulatory requirements or legal obligations, including tax, gambling and anti-money laundering laws, or to establish or defend potential legal claims.

## 6.6. Your rights

- 6.6.1. You may find below a list of your legal rights regarding your personal data, not all of which may be applicable to you at any one time:
  - 6.6.1.1. Right of access to your personal data: this enables you to request and receive a copy of all the personal data we hold about you.
  - 6.6.1.2. Right of recertification: that is to request the correction of any personal data that we hold about you and are either inaccurate or incomplete.
  - 6.6.1.3. Right to erasure: that is the right to obtain the erasure of your personal data, provided, among others, the personal data in question are no longer necessary in relation to the purpose for which they were collected.
  - 6.6.1.4. Right to restriction and right to object: you have the right to restrict our processing activities or to object to the processing of your personal data.
  - 6.6.1.5. Right to data portability: that is to request a copy of your personal data in a digital format and, where possible, ask us to transfer it to another company.
- 6.6.2. The right to erasure is not an absolute right. We have to comply with the retention requirements set out on any applicable laws, including gambling regulations and anti-money laundering laws.
- 6.6.3. You can make any of the requests set out in 6.6.1. above by emailing our data protection officer directly at [dpo@deriv.com](mailto:dpo@deriv.com) or by using the contact details on our [Contact us](#) page.
- 6.6.4. If you are unhappy with how we handle your personal data, you can file a complaint with us. If you are not satisfied with the outcome of our internal complaints procedure, or if you consider that your complaint has not been handled correctly, you may lodge a complaint to our lead supervisory authority on data processing practices as explained in further details in our Complaint and disputes section hereabove.

## 6.7. Marketing

- 6.7.1. You have the right to opt out of receiving marketing materials from us. This can be done by either not providing your consent to receiving marketing materials when opening an account with us or by revoking it at any point during the period that you hold an account with us. In both cases, we shall not send any marketing materials to you.

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