

Business partners' terms and conditions

# General terms of use

# Table of contents

|                                   |   |
|-----------------------------------|---|
| 1. Code of conduct                | 3 |
| 2. Communication with us          | 4 |
| 3. Marketing and advertising      | 4 |
| 4. Representations and warranties | 5 |
| 5. Indemnity and liability        | 5 |
| 6. Rights and obligations         | 6 |
| 7. Confidentiality                | 7 |
| 8. Force majeure events           | 7 |
| 9. Events of default              | 7 |
| 10. Termination                   | 8 |

# General terms of use

Our company is one of the oldest and most successful online trading companies in the world. Our commitment to high standards of ethics is one of the key factors that will ensure our continuing success. Our business principles summarise the values that underpin our work.

These terms and conditions together with the additional terms applicable to you (collectively called the “Business Terms”) should be read with the rest of the documents comprising the Terms: affiliates and introducing brokers, API user or payment agent Terms. If you submit an application to become our affiliate, introducing broker, API user, or payment agent, you are agreeing to all the Terms. If you are submitting the application on behalf of a company or another entity, you warrant that you have the full legal authority to do so and to bind that entity to the Terms.

## 1. Code of conduct

### 1.1. General

- 1.1.1. In cases where you are unwilling or unable to abide by our principles, we reserve the right to withdraw from our business relationship.

### 1.2. Legal and regulatory compliance

- 1.2.1. You are responsible for making sure that you comply with any applicable laws, rules, and regulations in the countries in which you operate. These include laws relating to advertising, data protection, privacy, and social responsibility amongst others.

### 1.3. Responsible trading

- 1.3.1. You should encourage your referrals to build up their expertise with a demo account in order to experiment with the system free of charge rather than trading with real funds straightaway.
- 1.3.2. You will help clients attain a clear understanding of the risks that apply to our services. You will explain to them that winning is never guaranteed, trading can be addictive, and they must trade only with money that they can afford to lose and never with borrowed funds. They should put a limit on their winnings and never trade when they are tired or under the influence of alcohol or medication.

### 1.4. Transparency

- 1.4.1. Any description of trading digital options or other descriptions of our products and services that you provide for clients should be detailed, fair, clear, and not misleading.

### 1.5. No bribery

- 1.5.1. You must not pay or accept bribes in any form, including any benefits in kind and/or financial payments. This prohibition of bribes includes offering bribes to or accepting bribes from government officials and/or persons in positions of responsibility in the private sector.

### 1.6. Anti-money laundering

- 1.6.1. We do not permit our products or payment facilities to be used to for facilitating money laundering, terrorist financing, or any other criminal activities.
- 1.6.2. If you suspect that a client is using money that has been acquired dishonestly, you must inform [compliance@deriv.com](mailto:compliance@deriv.com) as soon as possible. In such cases, we may decide to conduct checks on the client's status and background.
- 1.6.3. If we require you to do so, you will conduct Know Your Customer (KYC) checks on clients.

- 1.6.4. You are required to inform clients who are employed in the banking and/or finance sector that they may not conduct trades through our website without the knowledge of their employer. They must check that any such trading is in accordance with their employer's policies.
- 1.6.5. You must ensure that any potential clients are aware that we prohibit all forms of insider trading. This means that clients are not permitted to trade on the basis of inside information, or knowledge that is not publicly available. Such knowledge may include, for example, confidential information gained through their work. If you have any suspicion that any such trading is taking place you must inform [compliance@deriv.com](mailto:compliance@deriv.com) as soon as possible.

#### **1.7. Conflicts of interest**

- 1.7.1. You must avoid conflicts of interest. For example, you must not compete with us, either directly or indirectly, or use the knowledge you gain as a result of your relationship with us to help anyone else compete with us.
- 1.7.2. If an actual or potential conflict of interest arises during the course of your work, you must report it to [compliance@deriv.com](mailto:compliance@deriv.com) as soon as possible.

#### **1.8. Books and records**

- 1.8.1. You must ensure that you fill in all records that reflect your business transactions accurately and in as much detail as required.

## **2. Communication with us**

- 2.1. You can send any general communications to [affiliates@deriv.com](mailto:affiliates@deriv.com) if you are an affiliate or introducing broker, [api-support@deriv.com](mailto:api-support@deriv.com) if you are an API user, and [vip@deriv.com](mailto:vip@deriv.com) if you are a payment agent.
- 2.2. Any notices you wish to send pursuant to the Terms, or any complaints you wish to make, should be in writing and should be emailed to [compliance@deriv.com](mailto:compliance@deriv.com) as well as the email address mentioned in the previous clause.
- 2.3. An email notice shall be presumably and sufficiently served upon the successful receipt of the email. If the email is sent on a non-business day, it shall be deemed to have been received on the next business day (Monday to Friday UTC+8).
- 2.4. It is your responsibility to make sure that you are able to receive any emails we send you.

## **3. Marketing and advertising**

- 3.1. You shall not target any clients who are below 18 years old through any marketing, advertising, and promotional activities you undertake.
- 3.2. You shall not develop and implement marketing, advertising, and promotional activities that infringe any laws, rules, regulations, or codes of practice relating to marketing, advertising, and promotional activities applicable under the authority of any regulatory body, government agency, or law enforcement authority in any of the jurisdictions in which you operate or target business.
- 3.3. You shall not purchase or register any keywords, search terms, or other identifiers for use in any search engine, portal, sponsored advertising service, or other search or referral services that are identical or similar to any of our trademarks or trade names that include the word 'Deriv' or any of its variations.
- 3.4. You must make sure that you do not place any digital advertisements on websites that provide unauthorised access to copyrighted content.
- 3.5. We do not tolerate the distribution of any irrelevant or unsolicited messages sent over the internet to a large number of users for the purposes of advertising, phishing, or spreading malware ("Spam"). If you issue, produce, forward, or otherwise distribute any form of Spam, your account may be placed under review and all funds due to you may be withheld until your account is investigated. Since we are liable to pay fines for Spam and might endure damages to our reputation with clients, we may deduct the any damages, costs, or associated expenses from your account ("Spam Costs"). If this happens, the amount that is determined will be fair and seen as final

and acceptable based on good faith. This amount is collectable by law and your registration as our affiliate indicates that you agree to accept it as fair and reasonable.

- 3.6. If your account balance is not enough to compensate for any Spam Costs as mentioned in the previous clause above, we reserve the right to investigate alternative means for obtaining payment. For example, if your affiliate activity has generated purchasing accounts, we may not pay you commission for these accounts until the amount that you owe us for any Spam Costs has been cleared.

## **4. Representations and warranties**

- 4.1. You affirm that you have, and will retain, any required rights, titles, and authorities to grant us any necessary rights and licenses and perform all obligations under these Business Terms.
- 4.2. You affirm that you have obtained and will maintain all necessary licences and consents to operate within any laws, rules, and regulations applicable under the authority of any regulatory body, government agency, or law enforcement authority of the jurisdictions in which you operate or target business.
- 4.3. You acknowledge that you are independent of us, and that agreeing to the Terms will in no way create any partnership, joint venture, agency, franchise, sales representation, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website or otherwise, that would reasonably contradict anything set out in this clause.
- 4.4. You understand that the relationship between you and us is not exclusive, and that we may enter into similar relationships with any other parties.
- 4.5. You affirm that your website(s) or promotional materials shall not contain any material that may be deemed to be defamatory, pornographic, unlawful, harmful, threatening, obscene, harassing, racially, ethnically, or otherwise objectionable, discriminatory, violent, politically sensitive, or otherwise controversial or in breach of the rights of any third party (e.g. copyright, patent, trademark, privacy, publicity, or other proprietary rights of any person or entity).
- 4.6. You warrant that you are not aware of anything that will, or might reasonably be expected to, prevent or obstruct you from performing any of your obligations under the Terms, in the manner and at the times contemplated by these Terms.
- 4.7. You warrant that all the information that you have provided to us during the sign-up process is true, correct, and not misleading.
- 4.8. We provide our website on an 'as is' and 'as available' basis and give no warranty that our website will be free of errors, that any errors will be corrected, or that our website is free of any third-party interferences such as hackers or any other harmful components that arise outside of our control.
- 4.9. We make no claims that our website will be available on an uninterrupted basis or that an error-free service will be provided. We will not be liable for the consequences of any such errors or interruptions.

## **5. Indemnity and liability**

- 5.1. You shall indemnify us and hold us harmless for any and all losses, demands, claims, damages, costs, expenses (for example, consequential losses, loss of profit, and reasonable legal costs, if applicable), and liabilities that we might suffer or incur, directly or indirectly, in consequence of your, or any of your employees', breaches, non-performance, or non-observance of any of your obligations or warranties under the Terms.
- 5.2. If we become aware that you are breaching any provisions set out in the Terms, in addition to any other right or remedy available to us under the Terms or any applicable law, we shall have the right to immediately revoke your privileges as our affiliate, and/or introducing broker, and/or API user, and/or payment agent as the case may be. You hereby completely and irrevocably waive any rights and claims against us and release and indemnify us, any member of our group of companies, our directors, officers, shareholders, employees, or websites from any liability if we take any such action against you.

- 5.3. You perform your services and other obligations mentioned here at your own cost and risk. We shall not be liable to you in contract, or otherwise (including liability for negligence), for any loss, whether direct or indirect, of business, revenue or profits, anticipated savings, or wasted expenditure, corruption, or destruction of data or for any indirect or consequential loss when such outcome is the consequence of your breach, non-performance, or non-observance of any of your obligations or warranties under the Terms.
- 5.4. Only you will be responsible for the development, operation, and maintenance of your website(s) and for all materials that appear on your website(s) or posted by you on other websites. You will indemnify and hold us harmless from all claims, damages, and expenses (including attorneys' fees without any limitation) relating to the development, operation, maintenance, and content of your website(s), or posted by you on other websites.
- 5.5. We shall not be responsible or liable to any client as a result of your fraud, omission, negligence, misconduct, misrepresentation, or wilful default, or if you breach the Terms in any other way.
- 5.6. You will only provide technical and educational information to any client and will never give them any kind of financial, investment, or trading advice. We will not in any way be responsible or liable for any financial advice or other services that you may provide to any client.

## 6. Rights and obligations

- 6.1. We shall, in our absolute discretion, determine whether your application has been successful. We shall notify you if your application is approved. Our decision is final and not subject to any appeal.
- 6.2. You must comply with any applicable laws, rules, and regulations (including but not limited to advertising, data protection, and privacy laws, rules, and regulations) of the jurisdictions in which you operate or target business.
- 6.3. If we ask for any information and documentation regarding your operations and competence, you shall provide them to us. Examples include your registration, incorporation, memberships, authorisations, knowledge, expertise, experience, etc.
- 6.4. If the information that you have submitted at sign-up changes in any way at any time, you shall notify us by email as soon as possible.
- 6.5. If for any reason, including but not limited to, lack of authorisation, knowledge, expertise, experience, and time, you are no longer authorised, competent, capable, adequate, or qualified to carry out any applicable duties and obligations as set out in the Terms, you must notify us immediately.
- 6.6. If there are any matters that we consider necessary for clients to be informed of in order to ensure compliance with any legal or regulatory requirements, or for any other reason, you agree to inform any clients you introduce to Deriv of such matters upon our instruction.
- 6.7. If you own or operate any websites on which you wish to make reference to our services, you shall do so with our prior written approval and in accordance with our Intellectual property rights in [General terms of use for our clients](#). You shall also provide a web-link from your website(s) to ours.
- 6.8. You consent to the disclosure of your identity on our website(s) or any publicly accessible medium that we manage.
- 6.9. You must not encourage any clients whom you introduce to Deriv to take out any form of loan for the sake of making deposits and/or placing trades.
- 6.10. You must never prepare or publish any content or place any advertisements that refer to us and your relationship with us without our prior written consent.
- 6.11. You must never amend or change all or any part of our marketing material without our prior written consent.
- 6.12. You must never refer clients to us with the knowledge, or with a reasonably expected knowledge, that these clients engage in malicious activity (any manipulations of our systems and business in ways which may result in any adverse, special, incidental, punitive, or consequential loss or damages to us).

- 6.13. We may assign any or all of our rights under the Terms to a third party.
- 6.14. You may not assign any or all of your rights under the Terms to a third party without our prior written consent.

## 7. Confidentiality

- 7.1. You acknowledge that, during the course of dealing under the Terms, you may obtain information relating to our parent company, subsidiaries, affiliates, clients or other third parties (the “Confidential Information”). You shall treat all such information as confidential, for example, a client’s identity, financial status, trading, or transaction performance, as well as our business plans, price points, ideas, concepts, formats, suggestions, developments, arrangements, programmes, techniques, methodologies, knowhow, and equipment.
- 7.2. You shall not produce any copies of any Confidential Information or any content that is based on the Confidential Information for personal use or distribution without our request.
- 7.3. Confidential Information shall remain confidential even after the termination of the business relationship between you and us that is established under the Terms.
- 7.4. You shall require all of your associates, employees, and agents not to disclose or copy any Confidential Information for any purpose except permitted under the Terms.
- 7.5. You must not share sensitive commercial information with our competitors.
- 7.6. If the relationship between you and us is terminated, you shall immediately return to us any documents in your possession that relate to our business.

## 8. Force majeure events

- 8.1. If you are not able to meet your obligations under the Terms due to force majeure events, you shall inform us in writing within 3 days after the occurrence of such an event.

## 9. Events of default

- 9.1. The occurrence of any of the following events shall constitute an event of default, upon which we may terminate the business relationship between you and us immediately without notice and without your prior consent:
  - 9.1.1. 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
  - 9.1.2. If you act in breach of any warranty, representation, or promise that you have made under the Terms
  - 9.1.3. If the information you provided during the sign-up process and affirmed to be true (genuine) and correct (accurate and up-to-date) is determined to be false (counterfeit) or incorrect (inaccurate or out-of-date) during the term of your contract with us
  - 9.1.4. If you have not obtained and maintained all necessary licences and consents to operate within any laws, rules, and regulations applicable under the authority of any regulatory body of the jurisdiction(s) in which you operate or target business
  - 9.1.5. If any law-suit, action, or other legal or administrative proceeding is commenced against you in connection with the Terms or if part or all of your property, undertakings, or assets, whether tangible or intangible, are encumbered as a result of any such proceeding
  - 9.1.6. If your behaviour constitutes negligence, misconduct, misrepresentation, or wilful default
  - 9.1.7. If we believe that you are in breach of any laws, rules, and regulations that may be relevant or applicable to the jurisdiction(s) in which you operate or target business
  - 9.1.8. If you have placed digital advertisements on any websites providing unauthorised access to copyrighted content

9.1.9. If your ability to perform any of your duties and obligations under the Terms is seriously diminished

9.1.10. If we become aware that you have been engaged in anti-competitive agreements or conduct, including but not limited to fixing prices, restricting the supply of services, price rigging, and/or market sharing

## **10. Termination**

- 10.1. We may terminate this business relationship at any time by serving you with a notice seven days in advance of termination.
- 10.2. If you materially breach the Terms in any way, we have the right to terminate our business relationship with you instantly and without notice.
- 10.3. We may terminate this business relationship instantly on written notice (a notice delivered by regular mail or email) 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.
- 10.4. Termination of the business relationship between you and us shall not violate our rights, which may have commenced on or before the date of termination.
- 10.5. You acknowledge that upon termination, you have no claims against us whatsoever and are not entitled to any compensation or claim arising from the termination.
- 10.6. You warrant that upon termination, you shall immediately cease using our marketing materials whether in hard copy or electronically on any website and return all marketing materials to us. You shall also cease referring to Deriv and shall remove all Deriv trademarks, including logos, branding, and other references to Deriv from your website and/or your own marketing materials.
- 10.7. Termination shall not overrule any breach of the Terms and shall not release you from your liability for any breach of your obligations under the Terms.



