DERIV

Terms and conditions

General terms of use

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General terms of use

Here you will find the more general terms and conditions (the "Terms") that apply to your use of our products and services, including how to communicate with us, how to manage your accounts, our anti-money laundering and anti-fraud policies, and our intellectual property rights.

1. Introduction

1.1.   Depending on the country where we are incorporated and with which your account is registered ("jurisdiction"), the terms "we", "us", and "our" mean or relate to one of the following:

    1.1.1.   Deriv Investments (Europe) Limited

    1.1.2.   Deriv (Europe) Limited

    1.1.3.   Deriv (MX) Ltd

    1.1.4.   Deriv (FX) Ltd

    1.1.5.   Deriv (BVI) Ltd

    1.1.6.   Deriv (V) Ltd

    1.1.7.   Deriv (SVG) LLC

    1.1.8.   Champion Group Ltd

You can find out more about each jurisdiction under Governing laws and jurisdiction. To find out more about the products offered by each of the above companies, please visit Product offering section herebelow.

1.2.   These Terms are available in several languages and we have sought to provide a faithful translation from the English version. In the event of any difference in meaning between the English version on the Deriv website and any other languages, the English version shall prevail.

2. Product offering

2.1.   We do not offer our services in some countries ("Restricted Countries") including Canada, Hong Kong, Israel, Jersey, Malaysia, Malta, Rwanda, Paraguay, the United Arab Emirates, the United States of America, or any country that has been identified by the Financial Action Task Force (FATF) as having strategic deficiencies.

2.2.   If you are a resident of the European Union, your account can be registered with:

    2.2.1.   Deriv Investments (Europe) Limited, which offers digital options and multipliers via DTrader and contracts for difference (CFDs) based on forex, commodities, and cryptocurrencies via DMT5

    2.2.2.   Deriv (Europe) Limited, which offers digital options and CFDs based on synthetic indices via DTrader and DMT5

2.3.   If you are a resident of the United Kingdom, your account can either be registered with Deriv Investments (Europe) Limited, which offers CFDs based on financial instruments and cryptocurrencies via DMT5, or with Deriv (MX) Ltd, which offers digital options based on synthetic indices via DTrader. UK residents are not able to trade CFDs based on synthetic indices.

2.4.   If you are a resident of any country that is not an EU Member State, the United Kingdom or a Restricted Country, your account can be registered with one of the following companies:

    2.4.1.   Deriv (FX) Ltd, which offers CFDs on forex and cryptocurrencies via DMT5 Financial STP accounts

    2.4.2.   Deriv (V) Ltd, which offers CFDs on financial instruments via DMT5 Financial accounts

2.4.3. Deriv (BVI) Ltd, which offers CFDs on financial instruments and cryptocurrencies via DMT5 Financial accounts

2.4.4. Deriv (SVG) LLC, which offers digital options via DTrader and CFDs based on financial instruments, cryptocurrencies, and synthetic indices via DMT5

2.4.5. Champion Group Ltd, which offers CFDs on financial instruments via DMT5 Financial accounts

3. Governing laws and jurisdiction

3.1. It is your responsibility as you access Deriv to make sure that you understand and fully follow the relevant laws and regulations of your own country. We do not support any offers or solicitations that are illegal in your country, and you cannot use your Deriv account for such prohibited offers or solicitations. Access to Deriv and the offering of trades via Deriv may be restricted in certain jurisdictions. It is your responsibility to know about the restrictions that apply in your country of residence and to observe them.

3.2. Depending on where you live, your account will be governed by the laws of the country of incorporation of the company that your account is registered with as set out in paragraph 3.4 below. If you have registered more than one account with more than one company, each account will be governed by the law of the country of incorporation of the company that each individual account has been registered with. You agree to submit to the applicable jurisdiction's courts and bring any claim you may have before them. These courts will have sole authority to settle any disputes that may arise between you and us.

3.3. If a court or regulatory body of competent jurisdiction declares any provision of the Terms to be invalid or unenforceable, the rest of the Terms shall remain in full force and effect.

3.4. The applicable jurisdiction shall be one of the following:

3.4.1. Deriv Investments (Europe) Limited and Deriv (Europe) Limited: Malta

3.4.2. Deriv (MX) Ltd: the Isle of Man

3.4.3. Deriv (FX) Ltd: Labuan, Territory of Malaysia

3.4.4. Deriv (BVI) Ltd: British Virgin Islands

3.4.5. Deriv (V) Ltd: Vanuatu

3.4.6. Deriv (SVG) LLC: St. Vincent and the Grenadines

3.4.7. Champion Group Ltd: Vanuatu

4. Communication with us

4.1. You can contact us via our website, email, mobile applications, online chat, or telephone. Contact details can be found on the Contact us page of our website.

4.2. It is your responsibility to make sure that you are able to receive the emails we send you.

5. Account management

5.1. Account opening and maintaining

To open a Deriv account, you need to meet all of the following conditions:

5.1.1. You have read the Terms in full and have understood that you will be buying and selling trades subject to the Terms.

5.1.2. You have read our Security and privacy statement and are aware of how we process information.

5.1.3. You are acting only for your own benefit and not for any other person or on behalf of anyone else.

5.1.4.   You are over 18 years old.

5.1.5.   You are not a resident of a Restricted Country.

5.2.   Account closure

5.2.1.   You can close your account yourself or ask us to close it for you. However, you can only close your account and withdraw any pending funds if you do not have any open trade positions and have complied with the requested Know Your Customer procedures.

5.2.2.   If you do not comply with these Terms, we may close your account and, where appropriate, withhold any funds accumulated in it.

5.3.   Dormant accounts

5.3.1.   If your account has not recorded any transactions for a period greater than twelve months, it will be considered a dormant account and we reserve the right to charge you a dormant fee of up to 25 USD/EUR/AUD/GBP or the equivalent of 25 USD 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 six-month period that your account remains dormant for.

5.3.2.   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.

5.3.3.   Dormant DMT5 accounts

5.3.3.1.   We have the right to delete your DMT5 demo account after 30 days of inactivity.

5.3.3.2.   We have the right to archive your DMT5 real account after 30 days of inactivity. To reactivate a real account, you may contact our Help Centre.

5.3.3.3.   Any pending funds in your DMT5 account will be transferred to your Deriv account.

6. Know Your Customer

6.1.   General

6.1.1.   We may, at our sole discretion, or as otherwise required by law, conduct appropriate Know Your Customer (KYC) procedures, for which you will need to register in full and provide us with specified documents to prove your identity, address, and financial means.

6.1.2.   During registration, you may need to provide your full name, address, date of birth, place of birth, country of residence, contact number, and email address.

6.1.3.   Depending on applicable regulations that govern your account, the KYC documentation that we shall request may include, but may not be limited to, the following:

6.1.3.1.   Proof of identity: a clear coloured copy of an identity document, such as your national ID card, passport, or driving licence

6.1.3.2.   Proof of address: a formal document that contains your address, for example your bank statement, tenancy agreement, or a utility bill (mobile phone bills are not accepted)

6.1.3.3.   Proof of wealth: a formal document that shows your source of funds, for example your pay slip or bank statement.

6.1.4.   We may suspend your account until you provide satisfactory identification information, evidence of identity and address, source of funds, and/or source of wealth.

6.1.5.   If any of your KYC documentation expires, we have the right to request additional non-expired KYC documentation.

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

6.2.   Money laundering

6.2.1.   You shall not use Deriv for the purpose of money laundering.

6.2.2.   Funds that originate from criminal activity shall not be accepted.

6.2.3.   We will report suspicious transactions to any relevant authorities.

6.2.4.   We have the right to suspend, block, or cancel any account through which suspected money laundering has taken place.

6.2.5.   We have the right to check all transactions to prevent money laundering. To comply with our anti-money laundering policy, make sure to follow the instructions below:

6.2.5.1.   You must complete the account opening form and provide all requested details to establish your identity, such as valid identification, address, email address, and personal telephone number.

6.2.5.2.   You must register personally.

6.2.5.3.   You must give us all necessary details so that we can process any withdrawal requests to the payment method of your choice.

6.2.5.4.   Withdrawals may only be paid to the account holder.

6.2.5.5.   You shall not hold or pool third-party funds in your Deriv account.

6.2.5.6.   You shall not sell, transfer, and/or give your account to any another person.

6.2.5.7.   You shall not acquire any Deriv account from any other person.

6.3.   Fraud

6.3.1.   You are not allowed to open a Deriv account under a false name or to have multiple Deriv accounts. If we know, or have reason to believe, that you have opened a Deriv account under a false name or have opened multiple Deriv accounts, we have the right to close, block, or suspend any accounts that are illegitimate, or we have reason to believe them to be so, and we also have the right to cancel your request for a transfer, withdrawal, or refund.

6.3.2.   We may use the personal information that you provide to conduct anti-fraud checks.

6.3.3.   The personal information that you provide may be disclosed to an identity verification, credit reference, or fraud prevention agency, which may keep a record of that information.

6.3.4.   You must provide us with up-to-date, accurate, and complete information; otherwise, we have the right to reject any information you provide that does not appear to us to be up-to-date, accurate, or complete or request that you correct or verify any details provided.

6.3.5.   We have the right to ask you for information to verify that you are following the Terms. If you do not comply with our reasonable request for information, we may close, block, or suspend your account.

6.3.6.   Your telephone conversations and/or electronic communications related to your use of Deriv may be recorded. These recordings may be used for anti-fraud purposes in accordance with our Security and privacy policy.

6.4.   Warranties and indemnities

6.4.1.   You warrant and represent to be fully and personally responsible for settling every transaction into which you enter through your account with us. You are responsible for ensuring that you alone control access to your account and that no minors are granted access to the Deriv website. 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 Deriv 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 Deriv website.

6.4.2.   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 mentioned in these Terms. This includes indemnifying us against any costs that arise through the enforcement of any of our rights under the Terms.

6.4.3.   We reserve the right to refuse or cancel any of our services, refuse or reverse any of your trades, and charge you the deposit and/or withdrawal fees for any reason, including but not limited to the following:

6.4.3.1. Any instance where we believe that your activity on Deriv may be illegal in your country or state or that it may breach any laws, regulations, instruments, ordinances, or rules

6.4.3.2. Any instance where we believe that your activity on Deriv may breach any laws, regulations, instruments, ordinances, or rules that govern the operation of any exchange, financial market, or financial regulatory environment

6.4.3.3. Any instance where legal authorities, law enforcement agencies, or regulators approach or contact us with a request preventing us from offering our services to you

6.4.3.4. Any instance where we may suffer any pecuniary, fiscal, or regulatory disadvantage because of your activities on Deriv

6.4.4. We have the right to prohibit you from trading on Deriv and/or reverse any affected trades if, at our sole discretion, we determine that you are in possession of insider information, or have insider knowledge, relating to any financial market, issuer, or instrument, or have attempted to manipulate the market for any financial instrument.

7. Force majeure events

7.1. Force majeure events are events beyond the control of either of the parties and are not reasonably foreseen. They may include but are not limited to acts of God, war, state or governmental actions, exchange controls, nationalisations, devaluations, forfeitures, natural disasters, terrorism, and other inevitable, unforeseeable, unanticipated, and unpredicted events that are not dependent upon the will of the parties.

7.2. If any of the parties fail to meet its obligations under the Terms because of a force majeure event, that party shall not be considered liable.

8. Intellectual property rights

8.1. We own all intellectual property rights in, and to all, Deriv businesses, information, technology, and other proprietary materials, including but not limited to the Deriv website and products (including but not limited to 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, and enhancements thereof, all documentation and manuals related thereto, and all other aspects of such technology or product) or their derivatives, the name of 'Deriv' or any of its derivatives, and any other names and logos and all related product and service names, design marks and slogans, trademarks (whether registered or not) which we own or control and make available to you through our website or otherwise. This intellectual property is under Copyright Deriv 2020 with all rights reserved, and the word 'Deriv' and Deriv logo are registered trademarks.

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