

Terms and conditions

Promotional campaigns

Table of contents

1. Introduction	3
2. Participation in the Campaign	3
3. Intellectual property	4
4. Termination	4
5. Liability	4
6. Governing law and jurisdiction	5
7. Miscellaneous	5

Deriv promotional campaigns

1. Introduction

- 1.1. These terms (the "Terms") form a legally binding agreement between you and Deriv (SVG) LLC, registered in Saint Vincent and the Grenadines under number 273 LLC 2020 ("Deriv", "we", "us", "our").
- 1.2. These Terms govern your participation in a promotional campaign (the "Campaign") to distribute Deriv-branded promotional items (the "Promotional Materials") to existing and potential clients.
- 1.3. By ticking the consent checkbox on the participation form, you are accepting and agreeing to these Terms. This agreement is in consideration of the rights and obligations outlined in these Terms, as well as other good and valuable considerations. Both parties expressly acknowledge the receipt and sufficiency of these considerations.
- 1.4. You agree to be bound by any additional terms, policies, or guidelines relating to the Campaign that we provide to you from time to time. If we provide you with any additional terms, policies, or guidelines that you are unable to comply with, you must terminate your involvement in the Campaign in accordance with Clause 4.

2. Participation in the Campaign

- 2.1. You may only participate in the Campaign if you have received an invitation from us and meet our eligibility criteria.
- 2.2. Submission of the participation form does not guarantee your inclusion in the Campaign.
- 2.3. You commit to distributing the Promotional Materials to your bona fide clients or prospects within three months of receiving the Promotional Materials, using your best efforts.
- 2.4. You are not allowed to sell the Promotional Items or use them for any purpose other than promoting us according to our instructions. You also agree to refrain from any activities that could potentially harm our reputation or goodwill.
- 2.5. You are responsible for any and all costs incurred from distributing the Promotional Materials to your existing or potential clients. You expressly waive any and all rights to claim or demand remuneration or any form of compensation for the cost associated and/or accrued by the distribution of the Promotional Materials.
- 2.6. You agree to supply us with authentic, accurate, and timely evidence of the Campaign conducted by you. This could include but is not limited to photos of clients receiving the Promotional Materials and/or photographic proof of promotional events. You are required to provide this evidence within a fourteen-day period following the respective activity or event.

3. Intellectual property

- 3.1. We own all intellectual property rights relating to the Promotional Materials, including but not limited to trademarks and copyrights associated with the design, logo, and any other elements incorporated into the Promotional Materials. We grant you a non-exclusive right to distribute these items strictly in line with these Terms.
- 3.2. You shall not alter or modify the Promotional Materials or create derivative works based on the Promotional Materials. Furthermore, you agree not to register any trademarks or copyrights related to the Promotional Materials.

4. Termination

- 4.1. You can withdraw from the Campaign anytime by sending a written notice via email to affiliates@deriv.com, with a copy to your country manager.
- 4.2. We may terminate this agreement by giving you at least seven (7) days' written notice by email. You commit to making your best efforts to distribute any remaining Promotional Materials to your existing or potential clients within the given notice period.
- 4.3. We reserve the right to terminate these Terms immediately, without prior notice, in the event of a significant breach of these Terms on your part.
- 4.4. In the event of termination of these Terms for any reason, you agree to return any undistributed Promotional Materials to us using a tracked mail or courier service. You commit to initiating this return within a fourteen-day period following the receipt of the termination notice, whether it's from you or us. You also agree to cover all costs associated with this return.

5. Liability

- 5.1. These Terms do not limit or exclude our liability for any matters where limitation or exclusion is not permitted by applicable law.
- 5.2. In accordance with Clause 5.1, we are not liable to you, whether the liability arises from contract, tort, or any other form (including negligence), for any loss or damage. This includes losses or damages that are directly or indirectly related to these Terms, such as: a) loss of business, revenue, profits, or anticipated savings; b) wasted expenditure, corruption, or destruction of data; c) loss of goodwill or reputation; and d) any indirect or consequential loss.
- 5.3. You agree to indemnify us and hold us harmless from all losses, demands, claims, damages, costs, expenses, and liabilities (including consequential losses, loss of profit, and reasonable legal costs, if applicable) that we may suffer or incur, either directly or indirectly, in relation to these Terms or your involvement in the Campaign.

6. Governing law and jurisdiction

- 6.1. These Terms, along with any disputes that may arise from, in connection with, or relating to the interpretation of these Terms (including non-contractual disputes), will be governed by the laws of Saint Vincent and the Grenadines.
- 6.2. Both parties involved in these Terms consent to the exclusive jurisdiction of the courts located in Saint Vincent and the Grenadines.

7. Miscellaneous

- 7.1. Any notice or communication that needs to be given under these Terms must be in writing and will be considered properly served, given, delivered, and received when it is delivered to the recipient's email address. In this clause, 'Business Days' are defined as business days in Saint Vincent and the Grenadines. Any notice sent by email will be considered received on the next Business Day after it is sent. If the day the notice is considered received is not a Business Day, then the notice will be considered received on the following Business Day.
- 7.2. These Terms represent the complete agreement between you and us, and they replace all prior agreements, promises, assurances, and representations (whether written or spoken) related to the subject matter of these Terms.
- 7.3. You acknowledge that you are independent of us and that your agreement to these Terms does not establish any form of partnership, joint venture, agency, franchise, sales representation, fiduciary, or employment relationship between you and us. You do not have the authority to make or accept any offers or representations on our behalf. You will refrain from making any statements, whether on your website or elsewhere, that could reasonably contradict anything outlined in this clause.
- 7.4. You understand that the relationship between you and us is not exclusive. We reserve the right to establish similar relationships with any other third parties without any limitations.
- 7.5. We reserve the right to transfer any or all of our rights under these Terms to a third party.
- 7.6. Without our prior written consent, you are not permitted to transfer any or all of your rights under the Business Terms to a third party.
- 7.7. If a court or administrative body of competent jurisdiction finds any provision of these Terms to be invalid or unenforceable, such a finding will not impact the validity or enforceability of the remaining provisions of these Terms, which will continue to be in full force and effect.
- 7.8. If we do not immediately insist on the performance of any of your obligations under these Terms, or if we delay in enforcing our rights against you, this does not imply that we have waived our rights. You are still required to comply with your obligations. Any waiver of a default on your part will only be valid if it is in writing from us, and it does not mean that we will automatically waive any subsequent default by you.
- 7.9. If these Terms are translated into another language and there is a discrepancy between the English version and the translated version, the English version will take precedence.

deriv