

#### Terms and conditions

# Funds and transfers

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#### Funds and transfers

This document sets out the terms and conditions that apply to your funds and transfers, chargebacks, and retrieval requests. It forms part of the agreement between you and Deriv and should be read in conjunction with our <u>General Terms of Use</u> for clients (the "**General Terms**"). Any defined terms used in these funds and transfers terms shall have the meaning given to them in the General Terms.

#### 1. Rules and restrictions

- 1.1. You should not use your Deriv account as a banking facility. Deposit into your account only if you have the intention of engaging in trades.
- 1.2. You must not make deposits and withdrawals without placing trades proportionate to the amounts deposited and withdrawn. If you do so, we have the right to pass on to your account, without notice, any charges we may incur. We also have the right to close your account.
- 1.3. We reserve the right to reject your payouts without notice.
- 1.4. We will not pay interest on any amount you deposit with us.
- 1.5. You must keep your account balance below the maximum account cash balance. You must withdraw funds to avoid exceeding your account limit.
- 1.6. We will never invest the money in your Deriv account on your behalf.
- 1.7. You are solely liable and responsible for any deposits and withdrawals you make into and from your Deriv account(s).
- 1.8. You can use the <u>available payment methods</u> to fund your account(s). We are not affiliated to any of the listed payment method providers.
- 1.9. The list of available payment methods may change at any time. The terms of using payment methods may also change. It is your responsibility to remain informed on which payment methods are available to you and their terms of use.
- 1.10. If you use any third-party service provider for any purposes, including, but not limited to, making any deposits or withdrawals, it will be your sole responsibility to ensure the safety of your account.
- 1.11. You can transfer between accounts denominated in different currencies. Please note that exchange rate fees may apply to transfers between different currencies.
- 1.12. The exchange rates applied to transactions are determined by third-party providers as the prevailing market rates at the time of the transaction and may vary from time to time. These rates are based on the local currency or the currency of your account with us.
- 1.13. You can transfer money between your Deriv account and Deriv MT5 account.

- 1.14. You must not share any of your payment methods with another client. We reserve the right to block, cancel, or suspend your account if you share any of your payment methods with another client.
- 1.15. You must never take loans to fund your account.
- 1.16. You must comply with any currency, exchange, or capital controls in your home jurisdictions.
- 1.17. Due to technical problems or other unforeseeable circumstances, delays might occur in reflecting deposits or withdrawals in your account, for which we are not liable in any way. If you need to contact us about any possible delays in the reflection of your deposits, you can write to payments@deriv.com.

#### 2. Refund policy

- 2.1. We offer a number of merchant solutions and payment service providers for making online payments. You will be billed at the time of, or shortly after, making your transaction. You agree that you will pay for all trades that you purchase via any of the available merchant solutions or payment service providers.
- 2.2. All sales of trades are final. We do not refund the price charged for entering a trade if the trade is executed.
- 2.3. If a trade becomes unavailable after the transaction is made but before the trade is executed, you may request a refund of the charged price. We reserve the right to accept or reject your request after investigating your claim.
- 2.4. If technical problems prevent the execution of a trade, for example, if a disruption occurs in the data feeds that we cannot readily fix, we reserve the right to refund or reverse the trade.
- 2.5. Any request for a deposit refund for active accounts will be automatically rejected. If we have closed, blocked, or suspended your account for any reason, you may request a refund of your deposit. We reserve the right to accept or reject your request after investigating your claim.

#### 3. Chargebacks

- 3.1. Should you deposit funds via credit or debit card, you agree to contact us via <u>live chat</u> before placing a chargeback or a retrieval request so that we can try to retrieve the funds for you.
- 3.2. If the payment processor sends us a chargeback or retrieval notification, we reserve the right to suspend your account and place a temporary hold on the funds available in it. In that case, your account may remain suspended until the completion of the entire chargeback investigation. The same might apply if your transacting bank initiates the chargeback or retrieval request without your knowledge.
- 3.3. If we suffer a loss as a result of a chargeback or retrieval request, you agree to reimburse us the amount before we remove any limits imposed on your account.

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