

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. The terms “we”, “us”, and “our” mean or relate to Deriv Investments (Europe) Limited (DIEL). Deriv Holdings (Guernsey) Limited is the holding company for DIEL with the registration number 71479 and the registered address of 2nd Floor, 1 Cornet Street, St Peter Port, Guernsey, GY1 1BZ.
- 1.2. These Terms are available in English. You can use the official language of your member state to communicate with us if you prefer.

## 2. Product offering

- 2.1. We do not offer our services in some countries (“Restricted Countries”), including Alderney, Belarus, Canada, the Cayman Islands, Guernsey, Hong Kong, Israel, Jersey, Jordan, Malaysia, Malta, Rwanda, Paraguay, Singapore, 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. As you are a resident of the European Union, your account will be registered with Deriv Investments (Europe) Limited, which offers the following:
  - 2.2.1. Multipliers based on forex, derived indices, and cryptocurrencies via DTrader
  - 2.2.2. Contracts for difference (CFDs) based on forex, commodities, cryptocurrencies, stocks, stock indices, and derived indices via Deriv MT5

## 3. Transactions

- 3.1. We will act as principal and not as your agent when entering into transactions. This means you are entering into contracts directly with us to buy and sell financial instruments. We are, therefore, not entering into a contract with any other person on your behalf.

## 4. Governing laws and jurisdiction

- 4.1. 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 offerings or make any solicitations that are illegal in your country, and you cannot use your Deriv account for such prohibited offerings. In some countries, we may not be permitted to offer our products and services to you unless you have taken proactive steps to solicit information about them and requested to be provided with our products and services. Access to Deriv and the offering of certain trades via Deriv may also be restricted in some jurisdictions. It is your responsibility to know about the restrictions that apply in your country of residence and to observe them as in continuing to access our products and services, you represent to us that you are doing so legally and that, where relevant, you have solicited information about our products and services and requested to be provided with them.
- 4.2. Your account will be governed by the laws of Malta, where Deriv Investments (Europe) Ltd is incorporated. 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.
- 4.3. 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.

## 5. Communication with us

- 5.1. You can contact us via email or online chat. Contact details can be found on the [Contact us](#) page of our website.
- 5.2. It is your responsibility to make sure that you are able to receive the emails we send you.

## 6. Account management

- 6.1. Account opening and maintaining  
To open a Deriv account, you need to meet all of the following conditions:
  - 6.1.1. You have read the Terms in full and have understood that you will be buying and selling trades subject to the Terms.
  - 6.1.2. You have read our [Security and privacy statement](#) and are aware of how we process information.
  - 6.1.3. You are acting only for your own benefit and not for any other person or on behalf of anyone else.
  - 6.1.4. You are 18 years of age or older.
  - 6.1.5. You are not a resident of a Restricted Country.
- 6.2. Account closure
  - 6.2.1. 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.
  - 6.2.2. If you do not comply with these Terms, we may close your account and, where appropriate, withhold any funds accumulated in it.
  - 6.2.3. If we determine that you have engaged in inappropriate behaviour, including the usage of offensive language, we reserve the right to restrict or close your account.

### 6.3. Dormant accounts

- 6.3.1. 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/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.
- 6.3.2. If your account has been locked or suspended and has not recorded any transactions for a period of twelve months or more, we reserve the right to rescind your account funds.
- 6.3.3. If your account has been inactive for 30 days with an account balance of 1 USD/EUR/GBP or less, your account funds will be rescinded.
- 6.3.4. 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.
- 6.3.5. Dormant Deriv MT5 accounts
  - 6.3.5.1. We have the right to delete your Deriv MT5 demo account after 30 days of inactivity.
  - 6.3.5.2. We have the right to archive your Deriv MT5 real account after 30 days of inactivity. To reactivate a real account, you may contact our [Help centre](#).
  - 6.3.5.3. Any pending funds in your Deriv MT5 account will be transferred to your Deriv account.

## 7. Know Your Customer

### 7.1. General

- 7.1.1. When you register for a real account, you are required to provide proof of identity (POI) to verify your age and proof of address (POA) to authenticate your account.
- 7.1.2. 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.
- 7.1.3. 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.
- 7.1.4. 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:
  - 7.1.4.1. Proof of identity: a clear coloured copy of an identity document, such as your national ID card, passport, or driving licence
  - 7.1.4.2. 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)
  - 7.1.4.3. Proof of wealth: a formal document that shows your source of funds, for example, your payslip or bank statement.

- 7.1.5. We may suspend your account until you provide satisfactory identification information, evidence of identity and address, source of funds, and/or source of wealth.
  - 7.1.6. If any of your KYC documentation expires, we have the right to request additional non-expired KYC documentation.
  - 7.1.7. You agree to allow your information to be disclosed to third parties for the purposes of KYC and any other checks.
  - 7.1.8. We have the obligation to conduct due diligence on you as required by the Prevention of Money Laundering Act (Cap. 373, Laws of Malta) and regulations issued thereunder, including the prevention of money laundering and the funding of terrorism legislation. This includes collecting certain information and verify your identity and permanent residential address through documents. You may also be asked to provide other documents to establish the correctness of the information provided by you to us. To verify your identity, you will usually need to provide us with the following documents or uploads:
    - 7.1.8.1. A selfie
    - 7.1.8.2. A clear, coloured copy of a valid non-expired government-issued ID, such as a passport, driver's licence or an ID card
    - 7.1.8.3. Proof of address, which is a formal document that includes your residential address. Acceptable documents may include a copy of your bank statement, electricity bill, water or gas bill, council tax bill, tax letter, landline phone bill (mobile phone bills are not accepted), television services bill, home internet bill, or local authority waste disposal bill. The bill must display your full name and address. It is important to note that the utility bill should not be older than six months and the details on the bill must match the personal information you provided when opening an account with us.
  - 7.1.9. Subject to applicable regulations, we may, at our sole discretion, open a trading/real account for you before the identity verification process is complete. In this case, you will be allowed to make a one-time deposit of up to 500 in your chosen account currency. However, please note that these deposited funds will not be available for trading or withdrawal until your account is verified through the required document uploads as described above.
  - 7.1.10. If you fail to verify your account within 30 days from registration or if satisfactory verification is not completed, your funds shall be refunded to the same remitter/payment method/channels through which they were received by us. It is important to understand that neither we nor our directors, officers, agents, or employees shall be held liable for any loss or damage incurred by you due to delays in making the funds available for use or remitting funds back to you.
  - 7.1.11. You acknowledge that in order for us to accept you as our client and allow you to utilise our services, it is essential that you provide us with all the requested information and documentation in full, in accordance with our client acceptance procedure. Additionally, we must complete all necessary internal checks to ensure compliance with applicable regulations.
  - 7.1.12. We reserve the right to exercise absolute discretion in deciding whether or not to accept your application to open a trading account with us. We are not obligated to provide any reasons for our decision to reject your application.
- 7.2. Other information

- 7.2.1. We may collect basic information regarding your tax residence for the purposes of meeting our obligations under the Common Reporting Standard (CRS).
- 7.2.2. The tax information that you may provide will only be disclosed to the authorities who are legally charged with collecting this information for CRS reporting. We shall disclose your tax information to them only to the extent that we are legally obliged to. We do not use, disclose, or process this information in any other way at any time.

7.3. Money laundering

- 7.3.1. You shall not use Deriv for the purpose of money laundering.
- 7.3.2. Funds that originate from criminal activity shall not be accepted.
- 7.3.3. We will report suspicious transactions to any relevant authorities.
- 7.3.4. We have the right to suspend, block, or cancel any account through which suspected money laundering has taken place.
- 7.3.5. 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:
  - 7.3.5.1. 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.
  - 7.3.5.2. You must register personally.
  - 7.3.5.3. You must give us all the necessary details so that we can process any withdrawal requests to the payment method of your choice.
  - 7.3.5.4. Withdrawals may only be paid to the account holder.
  - 7.3.5.5. You shall not hold or pool third-party funds in your Deriv account.
  - 7.3.5.6. You shall not sell, transfer, and/or give your account to any other person.
  - 7.3.5.7. You shall not acquire any Deriv account from any other person.

7.4. Fraud

- 7.4.1. We reserve the right to block or withhold the funds in your account, and/or suspend or close your account, and/or cancel any request for a deposit, withdrawal, or refund of your funds if we know or we have reason to believe that one or more of the following cases is true:
  - 7.4.1.1. Your account was opened under a false or fictitious name.
  - 7.4.1.2. You have submitted fraudulent or tampered document(s).
  - 7.4.1.3. You have opened more than one Deriv account.
- 7.4.2. We may use the personal information that you provide to conduct anti-fraud checks.
- 7.4.3. The personal information that you provide may be disclosed to identity verification, credit reference, or fraud prevention agency, which may keep a record of that information.

- 7.4.4. 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.
- 7.4.5. 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.
- 7.4.6. 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.
- 7.5. Warranties and indemnities
  - 7.5.1. 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.
  - 7.5.2. 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.
  - 7.5.3. 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:
    - 7.5.3.1. 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
    - 7.5.3.2. 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 or where you make any false or misleading representation to us breaching Clause 4.1.
    - 7.5.3.3. 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
    - 7.5.3.4. Any instance where we may suffer any pecuniary, fiscal, or regulatory disadvantage because of your activities on Deriv
  - 7.5.4. 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.



## 8. Force majeure events

- 8.1. 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.
- 8.2. 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.

## 9. Negative balance protection

- 9.1. Negative balance protection applies to you according to local regulations. If your balance becomes negative due to Stop Out, automatic compensation will revert your balance to zero.
- 9.2. The provisions of negative balance protection do not apply in the following situations:
  - 9.2.1. When you open a trade that is considered prohibited
  - 9.2.2. When you are a professional client or eligible counterparty
  - 9.2.3. When a negative balance results from your breach of any of the terms of this agreement

## 10. Intellectual property rights

- 10.1. 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 2023 with all rights reserved, and the word 'Deriv' and the Deriv logo are registered trademarks.
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