

Business partners' terms and conditions

Affiliates and introducing brokers

Version E23|04|1
Last updated 20/04/2023

Table of contents

1. Rights and obligations	3
2. Payments	4
3. Conferences and events	6

Affiliates and introducing brokers

Here you will find the terms and conditions that relate specifically to our affiliates and introducing brokers. These terms and conditions should be read in conjunction with the [General terms of use for our business partners](#).

1. Rights and obligations

- 1.1. You must make sure that any historical trading records, performance figures, and any other representations you make to your referrals in relation to our products and services are accurate and not misleading.
- 1.2. You will not hold or pool your referrals' funds or third-party funds into your own account held with us.
- 1.3. You will not place trades on behalf of your referrals.
- 1.4. You will not encourage your referrals to make deposits or place trades with the purpose, whether in whole or in part, express or implied, of increasing your commissions.
- 1.5. While we encourage you to be your referrals' point of contact, you should never try to control your clients.
- 1.6. We shall not accept a referral application from an existing Deriv client who has traded on any of our platforms within 120 days of the date of the application.
- 1.7. You are not permitted to become our client by using your affiliate link.
- 1.8. Neither your direct relatives nor any clients controlled by you are eligible to become our clients, and you will not be entitled to any share of net revenue or any other remuneration from us in relation to such relatives or controlled clients.
- 1.9. You will never indicate that we, or you, or any of your associates will guarantee any client's profit or limit any client's losses.
- 1.10. In providing your services, you will do the following:
 - 1.10.1. Use your best endeavours to attract potential clients for us.
 - 1.10.2. Use the marketing materials that we provide for the sole purpose of providing services in accordance with our instructions.
 - 1.10.3. Provide us with any information that you have become aware of which may result in any adverse or harmful consequences for us and our reputation.
 - 1.10.4. Provide only technical and educational information to the clients. You will not give them any kind of financial trading or investment advice.
 - 1.10.5. Inform any clients introduced to Deriv that the trading services and financial products are offered by or through us and not you.

- 1.11. You are required to display a risk warning on your website and associated materials with the following wording: The products offered on the Deriv.com website include digital options, contracts for difference (“CFDs”), and other complex derivatives. Trading digital options may not be suitable for everyone. Trading CFDs carries a high level of risk since leverage can work both to your advantage and disadvantage. As a result, the products offered on the website may not be suitable for all investors because of the risk of losing all of your invested capital. You should never invest money that you cannot afford to lose, and never trade with borrowed money. Before trading in the complex products offered, please be sure to understand the risks involved.
- 1.12. We reserve the right to refuse your referrals’ applications to open an account (or to close their accounts), if judged necessary, to comply with any requirements we may periodically establish or that may be required under applicable laws, rules, and regulations.
- 1.13. When your referrals open an account with us, we assume ownership of the database of names and contact information and any other data of your referrals.

2. Payments

2.1. General

This section includes terms of payments that apply to both affiliates and introducing brokers.

- 2.1.1. You acknowledge that the commission you receive according to the Business Terms fully compensates you for your obligations under the Business Terms.
- 2.1.2. You are responsible for the payment of your own taxes, duties, fees, or other governmental levies or charges. Any fees that we pay you in connection with any of these Terms are exclusive of any such taxes, duties, fees, or levies.
- 2.1.3. You are not allowed to rebate any part of your commission payment to your referrals, and if it comes to our attention that you are engaged in any such action, your account shall be revoked immediately.
- 2.1.4. Commissions may be paid only on closed/completed trades made by clients that you have introduced to us and that we have duly approved.
- 2.1.5. We reserve the right to cancel, delay, or withhold payment of any commission fees to you in certain situations, including a suspected breach of law or a breach of any of these Terms.
- 2.1.6. We may change the commission structure at any time at our sole discretion. We endeavour to notify you when changes have been made to the commission structure.
- 2.1.7. Commissions will be earned on transactions that the client makes with us under your affiliate ID for as long as you remain a member of this programme. We reserve the right to cancel any commissions that are not reclaimed after two years.
- 2.1.8. Your commission payments shall only be for bona fide client referrals, and we reserve the right, at our sole discretion, to disregard duplicate accounts or nominee accounts that we see as non-bona-fide clients.

2.1.9. If you engage in any manipulations of our systems and business in ways which result in any adverse, special, incidental, punitive, or consequential loss or damages to us, we may do the following in our absolute discretion:

2.1.9.1. Refuse to pay you any commission

2.1.9.2. Set off any commission paid or payable by us to you against any amounts held by you in any of your accounts

2.1.10. In the event of termination, we may pay commissions for any trades placed by clients prior to the date of termination but shall not be liable to pay commissions for any trades placed by clients on or after the date of termination. Any pending commission from a cost per acquisition ("CPA") deal prior to the date of termination shall be paid in full.

2.2. Affiliates' payments

2.2.1. Payment of commissions earned for the previous calendar month may be made monthly, on or around the 15th day of each month, and may be credited to any payment method as agreed between you and us.

2.2.2. We may pay you the currently published percentage of net revenues (as detailed on the Commission page of your account) that you generate in accordance with the Business Terms.

2.2.3. We may provide you with statements detailing the revenues that are generated by any clients you have referred and have accrued to you over the course of a calendar month. Such statements may be accessed through an electronic system and may be updated daily. At the end of a calendar month, we may record your total share of net revenues during the previous calendar month. If a revenue share in any calendar month is a negative amount, we shall be entitled, but not obliged, to carry forward and set off any such negative amount against future revenue shares which would otherwise be payable to you. However, we shall also be entitled, but not obliged, to reset the negative balance that would otherwise be carried forward to zero.

2.2.4. If any client for whom you are receiving commissions processes a chargeback, we reserve the right to deduct the commission portion of the chargeback from the total balance due to you for the current month. If this deduction of accumulated revenue exceeds the current amount due to you, your balance may then revert to a negative balance, and you will have to earn revenue to cover the chargeback before your balance can become positive.

2.2.5. If an error is made in the calculation of your share of the revenue, we reserve the right to correct such a calculation at any time and to reclaim any overpayment that we have made to you before you can start earning revenue again.

2.2.6. If you refer other affiliates to us and become a master affiliate with an account to which each referred affiliate's account (sub-affiliate account) is tied, you acknowledge that you are not allowed to own or control any sub-affiliate accounts linked with your master affiliate account. If we have reason to believe that you have breached this term, we reserve the right to reverse or cancel any commissions to you and/or terminate our business relationship with you.

- 2.2.7. We reserve the right to exclude revenue sharing on promotional funds that we have deposited into the client's account.
- 2.2.8. We shall provide advertising collaterals and/or other marketing materials with links containing affiliate IDs which we may modify from time to time.
- 2.2.9. Whenever a client accesses our website(s) via the links on your website or by quoting your affiliate IDs during the sign-up process and they subsequently place a trade or otherwise transact with us, we shall make all reasonable efforts to make sure that this client is identified as originating from your referral. However, only properly tagged clients can be assigned to you. We shall not be liable to you in any way if we are unable to identify a client as originating from your referral. It is your responsibility to ensure that all links are properly tagged.

2.3. Introducing brokers' payments

- 2.3.1. Your accrued daily commission may be credited to your account every night at 23:59 UTC, after which you can withdraw it at any time you wish unless you are on a CPA deal.
- 2.3.2. If your Commission structure listed on [Deriv Introducing Broker Programme](#) is based on a CPA deal only, you shall become eligible for payment of a set amount only upon the introduction of a client to us and as long as you enhance the quality of the relevant services to the clients.
- 2.3.3. Commissions will not be paid for accounts that have been opened or traded by an associate of yours. By associate, we mean any physical person or any type of legal person or entity or body of persons that has business, commercial, financial, entrepreneurial, employment, agency, family, personal, and other links or bonds with you and includes any person who has the same personal information, IP address, physical or mailing address, telephone number, email address, or passport details as you.

3. Conferences and events

3.1. Terms and conditions for affiliates' and IBs' conferences and events

- 3.1.1. Deriv ("we", "us", "our") shall define and communicate the location of the affiliate trip or conference ("the Event"). We reserve the right to withdraw the invitation or change the dates and/or location of the Event.
- 3.1.2. Participation in this event is limited to affiliates with written invitations and their guest(s), whenever applicable, who must be 18 or older.
- 3.1.3. You cannot transfer your invitation to anyone else, and you cannot extend the duration of your participation beyond the dates stated in your invitation.
- 3.1.4. You agree to provide us with proof of identity for you and your guest, as well as any additional documentation mentioned in your invitation email. We reserve the right to cancel your invitation and/or bar your guest from participating in the Event if we do not receive the requested documents.

- 3.1.5. We reserve the right to choose a suitable arrival/departure airport for the Event, which will be identical for you and your guest.
- 3.1.6. We reserve the right to assign rooms and change room assignments or roommates based on availability and priority.
- 3.1.7. If you and/or your guest miss your connection, arrive late to the Event, or do not make it to the Event at all, any incurred expenses due to last-minute cancellations will be at your own cost. After your written confirmation to issue your flight ticket, the cost for any changes or cancellations not made by the company will be borne by you if refunds are not possible.
- 3.1.8. If you and/or your guest cannot attend the Event, you need to notify your affiliate team member/country manager via email or Whatsapp no later than 2 weeks before the Event. After the specified deadline, any cancellation fees shall be charged to you.
- 3.1.9. The Event invitation covers only the expenses for stay (food and hotel), flight ticket(s), and transportation from the airport to the hotel and vice versa for you and your guest(s) (wherever applicable). Any medical tests or vaccines that might be required for the trip are not included. It is your responsibility to check the items covered in the hotel package included in your invitation. You will be responsible for clearing any additional expenses charged to your room upon checking out.
- 3.1.10. We may arrange travel insurance for you and your guest. If we do, you and your guest will be covered by the travel insurance policy we sponsor, subject to its terms and conditions. If you or your guest choose to stay beyond the period of the Event, it is your responsibility to arrange travel insurance for the additional period. We recommend that you get travel insurance independently to make sure that you are covered in all cases.
- 3.1.11. By participating in the Event, you grant us permission to capture and publish photos and videos in which you may be included. If you do not wish us to use any photographs or footage featuring you, please email us at dpo@deriv.com to express your request in writing.
- 3.1.12. You are required to obtain explicit permission from us before using any photographs and/or videos taken during the Event in your content.
- 3.1.13. You and your guest need to adhere to the hotel guidelines and local laws, customs, and regulations. We reserve the right, without any liability, to refuse admission or eject you from the Event if we consider you to present a security risk or a disruption to the smooth running of the Event.
- 3.1.14. We shall not be liable to perform any of our obligations under the Event where we are unable to do so as a result of unforeseen circumstances or circumstances beyond our reasonable control. We shall not be liable to compensate you and/or your guest in such circumstances.
- 3.1.15. You understand and agree to indemnify and hold us harmless from any claims against us made by yourself and/or your guest for any cause of minor injury, major injury, or sickness (such as Covid-19), which are inherent risks involved with physical activity and when performing or engaging in any similar activity.

- 3.1.16. You agree to indemnify and hold us harmless from any claims against us made by other parties (such as your spouse or dependents) if, during the Event, the belongings of you or your guest get damaged, or you or your guest go missing, get injured, or lose your life.
- 3.1.17. You agree to indemnify and hold us and our representatives harmless against all costs, claims, damages, liabilities, and expenses (including any professional fees) that we might incur due to a breach by you or your guest under these terms. This may include and is not limited to any of the warranties, representations, and undertakings.

3.2. Code of conduct

- 3.2.1. All participants must contribute to an environment of respect towards the staff and those involved, as well as appropriate behaviour in meetings or conferences, maintaining professional behaviour. As a company, we share values such as equal treatment, respect, dignity, and rejection of any behaviour that constitutes verbal or physical violence.

3.2.2. Inappropriate behaviour

- 3.2.2.1. The following list of behaviours is considered inappropriate for the duration of the conference, meeting, or activity, whether physical or online:

- 3.2.2.1.1. The use of insulting, humiliating, or intimidating expressions and manners in all areas
- 3.2.2.1.2. All kinds of physical or verbal sexual harassment or coercion, including acts of sexual or intimate innuendo, intentional brushes, obscene and inappropriate language delivered by any means (spoken, written, digitally communicated, etc.)
- 3.2.2.1.3. Expressions of sexist and xenophobic content, which is likely to create an uncomfortable, offensive, or discriminatory environment
- 3.2.2.1.4. Direct or indirect acts of non-sexual harassment, including any behaviour, action, or comment that is discriminatory, intimidating, insulting, or threatening
- 3.2.2.1.5. Any act of violence, whether physical or verbal, through all available communication channels (in person, via social networks, private messages, etc.)
- 3.2.2.1.6. Any violation of any of these points will be analysed on a case-by-case basis and pertinent measures will be taken, at the discretion of the organisation, including measures such as the cancellation of the affiliation to the company and any benefit that this incurs.

3.2.3. Consequences of inappropriate behaviour

- 3.2.3.1. Depending on the gravity of the act, which depends exclusively on the criteria of the staff and the organisation, the following measures may be taken against the reprimanded person.
 - 3.2.3.1.1. Mild severity

- 3.2.3.1.1.1. First instance: A meeting is held, and a warning is given to the aggressor.
- 3.2.3.1.1.2. First recurrence: The organisation reserves the right not to include the aggressor in future events.
- 3.2.3.1.1.3. Repeated recurrence or serious first offence: In the case of repeat offences from a member or in the event that the first offence has threatened the safety, integrity, and dignity of the person attacked, the organisation will evaluate the possible cancellation of your membership. Deriv chooses not to interact with people who do not align with the company's values. The decision will be communicated verbally and in writing to the parties involved.

3.2.3.1.2. Severe severity

- 3.2.3.1.2.1. All benefits and coverage granted by the company are revoked. The aggressor will be charged for their stay and any other incurred expenses.
- 3.2.3.1.2.2. The victim has the right to escalate the incident to the local authorities.

