

Terms and conditions

# **Supplementary terms**

Deriv (BVI) Ltd

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## 1. Introduction

- 1.1. These supplementary terms and conditions, which form part of our standard terms of use (the “Terms”), may change from time to time and apply to all clients who have an account with Deriv (BVI) Ltd, licensed under the Securities and Investment Business Act and Financial Services Commission Act to carry on investment services, authorised and regulated by the British Virgin Islands Financial Services Commission (“BVIFSC”).
- 1.2. If there are any inconsistencies or deviations between these supplementary terms and conditions and the rest of the documents on our [Terms and conditions](#) page, these supplementary terms and conditions shall prevail. If any material changes to any of these terms and conditions are made, you will be notified and have the opportunity to accept the new terms and conditions.

## 2. Handling your funds

- 2.1. We may use your money to meet obligations that we have incurred in margining, adjusting, or settling your derivative trades.
- 2.2. We keep your funds in bank accounts that are separate from our operational accounts. In the event of insolvency, we have loan arrangements between us and our parent company that will always, at minimum, cover any liabilities owed to clients.

## 3. Account closure

- 3.1. 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.
- 3.2. If you do not comply with the Terms, we may close your account upon giving you 7 days' notice and, where appropriate, withhold any funds accumulated in it.

## 4. Order execution

- 4.1. Pursuant to our licence conditions, we will be the counterparty to your trade and act either as an agent on your behalf when we execute your orders or as principal, where we will be your sole execution venue for all trades.
- 4.2. When an order is placed to buy or sell an instrument on your Deriv MT5 account, your order is passed through to a liquidity provider that provides services to us. We do not undertake any position taking on your trades.
- 4.3. We conduct proper due diligence on all liquidity providers and ensure that the venues we use are regulated by a recognised supervisory or regulatory authority.
- 4.4. Our order execution policy includes a set of procedures that are designed to obtain the best possible execution result for you. To do so, in addition to the factors set out in the Order execution section in Trading terms, we will also consider the size and nature of an order. If your orders do not exceed our exposure limits, your account limits, and the volume limits for the symbol, and if you have enough balance in your account, your orders will

generally be accepted. With every trade placed, we have systems in place that automatically carry out a large exposure check. In the event that the new total exposure result would be greater than or equal to 25% of the eligible capital, the trade will not be placed.

- 4.5. If we make any material changes to our order execution policy, we shall notify you.

## 5. General queries

- 5.1. If you have an inquiry regarding your trading account with Deriv (BVI) Ltd, you can contact us through our [Help centre](#) or by chatting with a representative via [live chat](#).
- 5.2. We are committed to resolving your query in the quickest time possible and appreciate your patience in allowing us time to resolve the matter.
- 5.3. If we are unable to resolve your query or you feel our response is unsatisfactory, you may submit an official complaint to us, by following the process described in the “Complaints” section below.

## 6. Complaints

- 6.1. If you would like to file a complaint about our service, you can send the details related to your complaint to us at [complaints@deriv.com](mailto:complaints@deriv.com). We will investigate your enquiry and send you a final response within 15 days from the date on which the complaint is received.
- 6.2. If your complaint is of a significant nature (see below) and we have not resolved your complaint to your satisfaction within 3 months from the date on which your complaint is received, you can escalate your complaint to the BVIFSC.
- 6.3. According to Section 69B (1) of the Financial Services Commission Regulatory Code, a complaint is considered to be of a significant nature when it claims one or more of the following:
- 6.3.1. A breach of a regulatory enactment
  - 6.3.2. Bad faith, malpractice, or impropriety on the part of the licensee or one of its directors, employees, or agents
  - 6.3.3. The repetition or recurrence of a matter previously complained of (whether significant or otherwise)
  - 6.3.4. That the complainant has suffered, or may suffer, financial loss that is material in relation to his or her financial circumstances.

## 7. Security and privacy

- 7.1. General
- 7.1.1. We operate in full compliance with the Data Protection Act, 2021, enacted by the Legislature of the British Virgin Islands and other applicable data protection laws. These regulatory measures oblige us to use your personal data according to the principles of fair, lawful, and transparent information processing.

7.1.2. Any processing of personal data undertaken by Deriv (BVI) Ltd. will be in compliance with the present agreement and the terms of our [Security and privacy](#) policy.

7.1.3. We may collect basic tax residence information for the purposes of Common Reporting Standard (CRS) compliance. 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.

## 7.2. Profiling and categorisation

7.2.1. We reserve the right to use the data that we collect from you and assess to profile you in relation to our products. We do this manually with the assistance of automated processing. In this way, we shall be able to provide you with the most appropriate products and services.

## 7.3. Access to data

7.3.1. If a law or regulation or the order of a court of competent jurisdiction or a governmental or law enforcement agency requires us to disclose your personal or financial information, we shall promptly notify you, as deemed appropriate, to give you the opportunity to seek protection for the information for which disclosure is sought unless we are legally prohibited from doing so. Any such disclosure shall not be interpreted as a breach of these terms and conditions.

## 7.4. Transfer of data

7.4.1. We may transfer relevant personal data to any company within Deriv Group of Companies where it is necessary for the performance of a contract with you related to our services.

7.4.2. We may need to transfer your personal data to any of our business associates or payment providers within or outside of the British Virgin Islands, including countries that might not offer an equivalent level of protection of personal data for the purpose of processing by third parties.

7.4.3. We may also transfer your data to third parties outside the British Virgin Islands for content delivery services, customer relationship management services, and communication and marketing services.

7.4.4. In all instances, we take all reasonably necessary steps to ensure your personal data is treated securely and in accordance with this privacy policy and in compliance with any applicable data protection laws. These steps may include placing a contractual obligation on third parties to provide adequate data protection safeguards.

## 7.5. Data retention

7.5.1. We keep your information for the whole duration of your subscription with us. If you choose to close your Deriv account, your data will be kept only until our legal and regulatory obligations on data retention are met. We shall delete your data when the applicable retention period expires. The criteria we use for determining the retention period for your personal data will be any applicable regulatory requirements or legal obligations, including tax, financial, and anti-money laundering laws, or to establish or defend potential legal claims.

## 7.6. Your rights

7.6.1. You may find below a list of your legal rights regarding your personal data, not all of which may be applicable to you at any one time:

- 7.6.1.1. Right of access to your personal data: this enables you to request and receive a copy of all the personal data we hold about you.
    - 7.6.1.2. Right of rectification: that is, to request the correction of any personal data that we hold about you and are either inaccurate or incomplete.
    - 7.6.1.3. Right to restriction and right to object: you have the right to restrict our processing activities or to object to the processing of your personal data.
  - 7.6.2. You can make any of the requests set out in the previous clause by contacting us via live chat on our website.
  - 7.6.3. If you are unhappy with how we handle your personal data, you can file a complaint with us. If you are not satisfied with the outcome of our internal complaints procedure, or if you consider that your complaint has not been handled correctly, you may lodge a complaint to the regulator on data processing practices, as previously explained in more detail in the section entitled Complaints.
  - 7.7. Marketing
    - 7.7.1. You have the right to opt out of receiving marketing materials from us. This can be done by revoking your consent at any point during the period that you hold an account with us, in which case, we shall not send any marketing materials to you.
    - 7.7.2. You can unsubscribe from marketing communications in your [account settings](#) or by clicking the “Unsubscribe” link included in all our marketing communications.
      - 7.7.2.1. If you choose to unsubscribe from our marketing communications, please note that you may still receive transactional or service-related emails. We will make every effort to minimise the frequency of these messages and ensure that they are necessary for the proper functioning of our services.
      - 7.7.2.2. Please note that due to processing times, you may receive some marketing communications for a short period of time, even after you've requested to unsubscribe. Additionally, if a marketing communication is already in transit or being sent, you may still receive it.
- If you are still receiving marketing communications from us after a reasonable time has passed, please don't hesitate to contact our customer support team.

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