

Terms and conditions

# Funds and transfers

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# Funds and transfers

Here you will find the terms and conditions that apply to your funds and transfers, your chargeback and retrieval requests, the bonuses that we might give you, and our Deriv P2P service.

## 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 You must not make repeated deposits and withdrawals without placing trades proportionate to the amounts deposited and withdrawn.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 [available payment methods](#) 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. You can refer to the [General terms of use for our business partners](#) for further clarification.
- 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. You can transfer money between your Deriv account, Deriv MT5 account, and Deriv X account.
- 1.13. 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.
- 1.14. You must never take loans in order to fund your account.

- 1.15. You must comply with any currency, exchange, or capital controls in your home jurisdictions.
- 1.16. 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](mailto: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 (see the section on Fraud in [General terms of use](#)), 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 [live chat](#) 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.

## 4. Deriv P2P

- 4.1. Ads
  - 4.1.1. You are only authorised to post Deriv P2P ads if we have pre-approved you according to our Know Your Customer policy (see General terms of use).

- 4.1.2. We have the right to restrict the number of ads that you post on our platform or remove your ads, for example, in cases of suspected misconduct or fraudulent activity, but also in any other cases that we deem necessary.
- 4.1.3. When you post ads, it is recommended that you stay active and available to react to orders that are placed in response to your ads; otherwise, any dispute related to the exchange might be resolved against you. We strongly advise you to pause your ads (making them temporarily invisible) when circumstances might not allow you to respond to orders in time.
- 4.1.4. You are not allowed to post identical ads (i.e. using the same exchange limits, with the same fixed rate and the same payment details, for the same country).
- 4.1.5. We reserve the right to deactivate your ad if no order is placed in response to it within 72 hours.
- 4.1.6. We reserve the right to delete your inactive ad after 90 days of no activity.

#### 4.2. Orders

- 4.2.1. By placing an order, you are making a binding contract with the advertiser, and you agree to the terms and conditions of the exchange as stated in the ad (such as the exchange rate and payment details if the advertiser is the seller or the amount if the advertiser is the buyer).
- 4.2.2. You understand that you need to stay active and responsive for the duration of the exchange when you place an order.

#### 4.3. Exchanges

- 4.3.1. You acknowledge and agree that in all stages of exchange, you are engaging in an exchange with another Deriv P2P user, and we are acting only as a provider of technical services, not as the counterparty to any exchange. Therefore, if any dispute or potential dispute is caused by any exchange or in connection to it, we shall not be liable to you, the other user, or any other person.
- 4.3.2. We will take reasonable steps to facilitate the execution of all exchanges supported by Deriv P2P. However, there may be times that due to reasons beyond our control, including but not limited to the failure of software, hardware, and the internet connection, an exchange that you request is not successfully executed. You acknowledge that we are in no way liable for your failed exchanges.
- 4.3.3. We advise you to make sure that any payment you receive or make for any Deriv P2P exchange matches the payment details provided by the counterparty, including but not limited to being made from or to an account in the counterparty's own name. We shall not be liable for any risks or consequences caused by discrepancies between payment details entered in the ad or order and the payment details being used by either or both parties in the exchange.
- 4.3.4. The fixed rate that the sellers enter in their ads or orders will determine any and all amounts that the buyers need to pay. After initiating an exchange, the price is locked and cannot be negotiated and in any way changed, neither can any fees be added. You should not ask for or pay any amount beyond what is specified on the exchange screen.

- 4.3.5. Any information, including contact and payment details, that you provide to the counterparty at any stage of the exchange through the ad, the order, or the embedded chat must, at all times, be correct and up-to-date. If any of the information that you have provided to the counterparty turns out to be inaccurate or false, any dispute related to that exchange may be resolved against you. If we have reason to believe that you have intentionally provided false information to the counterparty, we reserve the right to take action against you, such as restricting, suspending, or terminating your use of all our services.
- 4.3.6. We shall block the ordered Deriv credits for a maximum of 30 days if the buyer confirms payment but the seller does not confirm receiving payment and the exchange expires. In this case, the buyer and the seller will be notified immediately upon the exchange expiry and will have the right to raise a dispute.
- 4.3.7. Any amount deposited through Deriv P2P can only be withdrawn through Deriv P2P.
- 4.3.8. Seller's responsibilities
  - 4.3.8.1. Whether you are selling Deriv credits by posting ads or placing orders, you have the following responsibilities:
    - 4.3.8.1.1. You understand that once the exchange is initiated, neither the fixed price nor the payment details can be changed for that exchange, and it is your responsibility to check that the entered price is what you intend it to be.
    - 4.3.8.1.2. You are required to provide accurate and up-to-date information to the buyer at all times, including but not limited to payment details, contact information, and any additional proof of identity that the buyer requests, be it in the ad that you post, the order that you place, or the chat which you have with the buyer on or off our platform. Providing inaccurate or outdated information is considered a violation of this agreement. Disputes will be resolved against you if you include inaccurate or out-of-date payment details. If we have reason to believe that you have intentionally provided the buyer with incorrect payment details, we will restrict, suspend, or terminate your use of all our services.
    - 4.3.8.1.3. If the buyer asks for information or evidence to confirm your identity or payment details, it is your obligation to provide the buyer with the requested proof. Failure to meet this request will give the buyer the right to refuse to make payment.
    - 4.3.8.1.4. You are not allowed to change the payment details that you provide in your ad or your order at any point after the exchange is initiated, either on or off the Deriv P2P platform, not even with the buyer's consent. When we investigate disputes, we take into account solely the original payment details that are submitted by the seller in the ad or the order.

