

Business partners' terms and conditions

Payment agents

Version 5.1

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Payment agents

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

1. Provision of services

- 1.1. You may provide your services (the "Provided Services") to any of our clients who wants to deposit or withdraw money through your Provided Services and wants to use payment methods that are not among the options listed on our website. If you want to offer your services to clients who reside outside of the jurisdiction where you operate, you need to seek and receive approval from us by sending an email to businesspartners@deriv.com or via live chat.
- 1.2. When a client deposits funds with us through the Provided Services, the process must take place in accordance with the following steps:
 - 1.2.1. The client deposits funds with you, using a payment method that the client and you have agreed on.
 - 1.2.2. You receive the deposited amount and make an equal deposit of funds into your payment agent account.
 - 1.2.3. You transfer the deposited amount from your payment agent account to client's Deriv account.
- 1.3. When a client makes a withdrawal through the Provided Services, the process must take place in accordance with the following steps:
 - 1.3.1. The client requests a withdrawal of funds from his or her Deriv account.
 - 1.3.2. We automatically transfer the requested withdrawal sum from the client's Deriv account into your payment agent account. If for any reason, the client's account requires authentication, the withdrawal request shall not proceed until the required authentication process is completed.
 - 1.3.3. You transfer the requested withdrawal amount to the client using the payment method that you and the client have agreed on.
- 1.4. We reserve the right to suspend or terminate your payment services and/or your Deriv account in case of unresolved disputes, complaints, and abuse of our services if you are at fault.
- 1.5. You are prohibited from offering the Provided Services to clients who live in the Restricted Countries listed in General terms of use. We reserve the right to update the list of Restricted Countries.

2. Onboarding policy

- 2.1. You understand that in your application, you should include the following information:
- 2.1.1. Name, email address, and contact number
 - 2.1.2. Proof of identity and proof of address
 - 2.1.3. Website URL (if applicable)
 - 2.1.4. Your payment agent name (Note: Special characters and the words Deriv or Binary cannot be part of your payment agent name.)
 - 2.1.5. A list of accepted payment methods
 - 2.1.6. The commissions to be charged on deposits and withdrawals
 - 2.1.7. Any other information we request from time to time
- This information shall be submitted to businesspartners@deriv.com.
- 2.2. If your application is accepted, you agree that the information you provide (including but not limited to your name, address, website URL (if applicable), email address, telephone number, commission rates and preferred methods of payment) may be disclosed on our website(s).
- 2.3. We reserve the right to change the requirements for transactions between your payment agent account and clients' accounts.

3. Your obligations

- 3.1. We reserve the right to withdraw your payment agent status if you do not satisfy the transaction volume requirements.
- 3.2. Your application to become a payment agent is reviewed only if you have a Deriv account with a balance equal to or more than the minimum amount required for your country of residence.
- 3.3. To meet the requirement in the previous clause, you may deposit the required amount using any payment method, including another payment agent's services, with the exception of Deriv P2P and credit or debit cards.
- 3.4. You shall perform due diligence on your clients. We may ask you at any time to provide any or all information and documentation related to your clients for the purposes of any anti money laundering or counter-terrorism financing laws, regulations, or rules that we are subject to.

- 3.5. You are responsible for ensuring that any funds deposited to your payment agent account in relation to any client deposits or withdrawals that a client makes through you (as described under Provision of services above) are transferred to the correct Deriv account for that client.
- 3.6. You may not make withdrawals from your payment agent account or via Deriv P2P unless we make an exception at our sole discretion.
- 3.7. You may not use your payment agent account for trading under any circumstances.
- 3.8. You may not transfer funds from your payment agent account to another payment agent unless we make an exception at our sole discretion.

4. Premium payment agent

- 4.1. Granting and revoking the premium payment agent status is solely at the company's discretion.
- 4.2. The status of a premium payment agent entitles you to perform some additional functionalities which we define.

 **DERIV**