

Terms and conditions

User Research

Version R23|12|1

Last updated 04/12/2023

Table of contents

1. Introduction	3
2. Additional terms	3
3. Participation in User Research	3
4. Rewards	4
5. Data privacy	4
6. Records	4
7. Third-party software	4
8. Non-disclosure agreement	5
9. Governing law	5
10. Independent relationship	5
11. Indemnification	5
12. Changes	6
13. Severability	6

User Research

1. Introduction

- 1.1. These user research terms (the "Terms") form an agreement by and between you (the "Participant", "you") and Deriv (SVG) LLC ("Deriv", "we", "us", "our"), whose holding company is Deriv.com Limited 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 govern your participation in a Deriv usability study, product or market research, interview, survey, or any other market research activity ("User Research"). You accept and agree to these Terms by ticking the consent checkbox on the participation form.
- 1.3. You can withdraw from User Research and/or opt out of these Terms at any time by contacting us via [live chat](#).

2. Additional terms

- 2.1. You understand that we might introduce additional terms, policies, or guidelines specific to a particular User Research activity or method. If you do not accept these additional terms, policies, or guidelines, you must not take part in the particular User Research activity.

3. Participation in User Research

- 3.1. Participation in User Research is exclusive, through an email invitation, and subject to meeting specific eligibility criteria.
- 3.2. Filling out the participation form doesn't ensure automatic inclusion in User Research.
- 3.3. By checking the consent box on the participation form, you declare your willingness to participate in User Research.
- 3.4. You understand that User Research may involve gathering information and feedback about Deriv and/or its competitors' products and services, online trading in general, and/or trading product usage, user preferences, attitudes, or values. We may use this information to improve our products and user experience.
- 3.5. User Research may consist of activities related to the use of Deriv products and/or services. This may involve your practical use of a product, creating an account, performing a trade, exploring the product's user interface, or using other features of Deriv products and services.
- 3.6. User Research may be conducted through a video call where Deriv representatives observe the performance of a Participant when using a product or service in real time.
- 3.7. By submitting the participation form, you confirm your understanding of the User Research objectives.
- 3.8. We reserve the right to remove any participant from a User Research activity for any reason and can instantly nullify these Terms by sending an email to the affected participant.

- 3.9. Your participation in User Research ends upon its completion or conclusion. You will receive an email from us to confirm the end of your participation.

4. Rewards

- 4.1. We may offer you a single compensatory reward for selected properly completed User Research activity ("Reward").
- 4.2. If you are eligible for a Reward, the amount will be deposited into your Deriv account within 3 working days.
- 4.3. Deriv group employees are not eligible for a Reward.
- 4.4. The Reward is the only compensation you're entitled to. You are not entitled to any other remuneration or reimbursement, including possible expenses, in relation to User Research.
- 4.5. Incomplete User Research sessions may not be legible for a Reward.
- 4.6. You are under no obligation to accept and utilise the Reward.

5. Data privacy

- 5.1. The personal information you provide to Deriv will be processed in accordance with the [Deriv privacy policy](#).
- 5.2. Your personal information will remain confidential and will not be shared with external parties.
- 5.3. You will be provided with test account credentials. Your name could be linked to your feedback for the purpose of internal tracking.
- 5.4. Your feedback and responses will be kept confidential and will not be disclosed to the public.

6. Records

- 6.1. By participating in User Research, you give us permission to record the following material (jointly referred to as the "Records") during your participation in User Research:
 - 6.1.1. An audio-video recording of the User Research video call
 - 6.1.2. The screenshots or video of the screen(s) you use or mouse tracking and key tracking during the User Research session
- 6.2. Your Records will be used solely for internal reviews, with the aim of improving our products and services.
- 6.3. You expressly waive any and all rights to claim or demand remuneration, royalties, or any form of compensation for the creation, development, or contribution of the Records.
- 6.4. You hereby assign to us all intellectual property rights in and to the Records and any other materials and information produced during your participation in the User Research.
- 6.5. You agree not to assert any claims concerning intellectual property rights arising from these Terms at any time.

7. Third-party software

- 7.1. You understand that installing any third-party software components on your personal computer is solely within your responsibility and authority. We are not responsible and will not be held liable for any issues with third-party software.
- 7.2. You are required to install and test the specified video call software, such as Zoom, for the User Research session as outlined in the invitation email prior to the User Research session.

8. Non-disclosure agreement

- 8.1. The information disclosed to you in the User Research might be commercially sensitive, proprietary, and confidential ("Confidential Information"). As a User Research participant, you agree to hold the Confidential Information in strictest confidence. You will not use the Confidential Information in any way other than for the purposes of the User Research. Hence:
 - 8.1.1. You agree not to reveal any information about the product/website design before it has been publicly released by Deriv.
 - 8.1.2. You agree not to disclose any comments, options, or observations through channels, including but not limited to blogs, social media, or other media.
- 8.2. You are prohibited from disclosing or publishing any confidential information, as doing so could harm Deriv or negatively impact its reputation. For this reason, we may refuse to provide you with a recording of the User Research session.
- 8.3. Your obligations with respect to Confidential Information shall continue for a period of five (5) years following completion of your participation in the User Research.
- 8.4. You shall not use the confidential facts and information to your advantage or to the advantage of third parties.
- 8.5. Confidential information does not include the following:
 - 8.5.1. Information which becomes part of the public domain through no fault of yours
 - 8.5.2. Information which is independently developed by or has been within your custody
 - 8.5.3. Information which you learn from a third party but not under any confidentiality obligation
 - 8.5.4. Information which is required to be disclosed under applicable law

9. Governing law

- 9.1. The Terms and the relationship between you and Deriv in connection with your participation in User Research are governed by the laws of St. Vincent and the Grenadines. Any disputes that arise from these Terms or related to User Research will be settled in the applicable courts of St Vincent and the Grenadines.

10. Independent relationship

- 10.1. The relationship between you and Deriv is independent in nature, and you are prohibited from representing yourself as a partner, employee, or agent of Deriv, nor claim any benefits available to Deriv employees under/before any law or forum.

11. Indemnification

- 11.1. You agree to protect, indemnify, and exempt Deriv, along with its employees, directors, and agents, from any claims, liabilities, or costs, including legal fees. This applies when your actions or lack thereof lead to losses or legal issues for us or third parties. Your obligations under these terms cover a range of violations, including, but not limited to, breaking warranties, failing to fulfil contractual duties, and breaching applicable laws or intellectual property rights. This clause remains in effect even if the Terms are terminated.

12. Changes

- 12.1. We reserve the right to change these Terms, as well as conditions for any Reward, at any time without prior notification. The current version of the Terms will be emailed to you in the User Research invitation.

13. Severability

- 13.1. If a section of these Terms is found to be void or unenforceable under the law, that part will be superseded by a valid and enforceable provision that most closely aligns with the original intent. The rest of the Terms will remain valid and in force.
- 13.2. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- 13.3. Unless otherwise stated in this document, these Terms form the complete agreement between you and Deriv concerning User Research and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Deriv.

deriv