

Terms and conditions

# Funds and transfers

# Table of contents

1. Rules and restrictions	3
2. Refund policy	4
3. Chargebacks	5
4. Deriv P2P	5

# Funds and transfers

This document sets out the terms and conditions that apply to your funds and transfers, your chargeback and retrieval requests, and the bonuses that we might give you. It forms part of the agreement between you and Deriv and should be read in conjunction with our [General Terms of Use](#) for clients (the "**General Terms**"). Any defined terms used in these funds and transfers terms shall have the meaning given to them in the General Terms.

## 1. Rules and restrictions

- 1.1. You should not use your Wallet as a banking facility. Deposit into your Wallet only if you have the intention of engaging in trades.
- 1.2. You must not make deposits and withdrawals without placing trades proportionate to the amounts deposited and withdrawn. If you do, we may, without notice, adjust your account to recover any resulting losses and may, at our discretion, suspend or 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 Wallet balance below the maximum Wallet cash balance. You must withdraw funds to avoid exceeding your Wallet limit.
- 1.6. We will never invest the money in your Wallet on your behalf.
- 1.7. You are solely liable and responsible for any deposits and withdrawals you make into and from your Wallet.
- 1.8. You can use any available payment methods to fund your Wallet. We are not affiliated with any of the payment method providers.
- 1.9. You must request withdrawals using the same payment method that you used for deposits.
- 1.10. Available payment methods may change at any time. The terms of using payment methods may also change. It is your responsibility to remain informed about which payment methods are available to you and their terms of use.
- 1.11. 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.
- 1.12. You can transfer between different currencies in your Wallet. Please note that adjustments to your account in our favour may apply to transfers between different currencies.
- 1.13. The exchange rates applied to transactions are determined by third-party providers as the prevailing market rates at the time of the transaction and may vary from time to time. These rates are based on the local currency or the selected currency in your Wallet.
- 1.14. You can transfer money between your Wallets and your trading accounts.
- 1.15. Your portfolio value, displayed in USD, is an estimate only. It represents the sum of your Wallet balance and the current market value of your open positions, converted into USD at the prevailing market rate.

- 1.16. 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.
- 1.17. You must never take loans to fund your account.
- 1.18. You must comply with any currency, exchange, or capital controls in your home jurisdictions.
- 1.19. You understand and accept that when making cryptocurrency transactions through your Wallets, there is a risk of losing funds under certain circumstances. These risks arise due to the nature of cryptocurrency transactions and are beyond our control. Possible loss scenarios include:
  - 1.19.1. Cross-chain transactions (sending cryptocurrency to an incorrect blockchain);
  - 1.19.2. Wrong network transactions (using an incompatible network for transactions);
  - 1.19.3. Smart contracts selection (mistakes in choosing or using smart contracts); or
  - 1.19.4. Underpayments (initiating a cryptocurrency deposit but transferring less than the required amount).

These risks are linked to the nature of blockchain technology and the third-party services handling these transactions. Since we provide cryptocurrency transaction services via third parties, we cannot control or help recover funds lost in these situations. In the event of a cross-chain deposit, we reserve the right to ask you to compensate us for any losses should we choose to attempt to recover the funds. It is your responsibility to carefully check all transaction details before making a cryptocurrency transfer.
- 1.20. We reserve the right to apply an adjustment to your account for cryptocurrency withdrawals that can change due to network conditions at the time.
- 1.21. Delays in reflecting deposits or withdrawals in your account may occur due to technical issues or other unforeseen circumstances for which we are not liable. Certain transactions may require additional processing time, including those submitted outside of standard business hours. If you experience any such delays or encounter technical problems, contact our support team via live chat for assistance.
- 1.22. You acknowledge that, for withdrawals made via card or bank transfer, the time it takes for the funds to appear in your account will depend on your bank's processing times. For cryptocurrency withdrawals, the time it takes for the funds to reflect in your wallet will depend on the processing times of the relevant blockchain.

## 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 for any reason, 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 there is a chargeback notification, fraud notification, or retrieval request from your payment processor, we reserve the right to terminate this Agreement without prior notice.
- 3.3. You are responsible for compensating us for any losses that we might incur as a result of a chargeback, fraud or retrieval request. You must do this before we will remove any limits imposed on your account.
- 3.4. We reserve the right to temporarily hold part or all of your account balance for up to 180 days if we receive a chargeback notification, fraud alert, or retrieval request related to your account. This hold allows time for the investigation of all transactions, and it will safeguard Deriv against the financial risk of any subsequent, related chargebacks that might be initiated by cardholders through their banks during this period.

### 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 the [General Terms of Use](#) for more information).
  - 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 transaction 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 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 seventy-two (72) hours.
  - 4.1.6. We reserve the right to delete your inactive ad after ninety (90) days of no activity.
- 4.2. Orders
  - 4.2.1. By placing an order, you are making a binding contract with the seller/advertiser, and you agree and bind yourself to the terms and conditions of the transaction as stated in the ad.

- 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. Transactions

- 4.3.1. You acknowledge and agree that in all stages of the transaction, you are engaging in a transaction with another Deriv P2P user, and we are acting only as a provider of technical services, not as the counterparty to any transaction. Therefore, if any dispute or potential dispute arises from any transaction or in connection with any transaction, 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 transactions supported by Deriv P2P. However, there may be times when, due to reasons beyond our control, including the failure of software, hardware, and the internet connection, a transaction that you request is not successfully executed. You acknowledge that, to the fullest extent permitted by law, we are in no way liable for failed transactions.
- 4.3.3. You are solely responsible for ensuring that any transaction carried out is directed to the correct account. We strongly recommend confirming the correct account details with the counterparty and conducting your own due diligence before initiating or requesting any transaction. To the fullest extent permitted by law, we shall not be liable for any loss arising from a transaction directed to an incorrect account unless (a) it is executed by us within Deriv P2P, and (b) we fail to use the account details provided to us by both parties.
- 4.3.4. The details specified by the seller in their ad or order will be binding and govern the transaction. Once a transaction is initiated, these details are final and cannot be renegotiated, changed, or varied in any way. The buyer and seller must not request or agree to any modification to the agreed details shown on the exchange screen, and we shall not be obligated to comply with or honour any variation.
- 4.3.5. Any information, including contact and account details, that you provide to the counterparty at any stage of the transaction 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 transaction 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 may block an order for a maximum of thirty (30) days if the buyer confirms that their part of the transaction has been fulfilled, but the seller does not confirm the same, and the transaction expires. In such a case, both the buyer and the seller will be notified immediately upon expiry and will have the right to raise a dispute.
- 4.3.7. Any amount deposited to your Wallet through Deriv P2P can only be withdrawn through Deriv P2P.
- 4.3.8. You acknowledge and agree that we will automatically delete messages and attachments exchanged through the Deriv P2P chatbox after six (6) months. This includes all text messages, files, images, documents, and any other data shared within the chatbox. We recommend that you save any important information or files locally before the six (6)-month period expires.
- 4.3.9. Seller's responsibilities
  - 4.3.9.1. Whether you are selling by posting ads or placing orders, you have the following responsibilities:

- 4.3.9.1.1. Once an ad has been posted, the terms are binding and cannot be changed, altered, or varied. It is your responsibility to check that the details you have included in the ad are correct.
- 4.3.9.1.2. You are required to provide accurate and up-to-date information to the buyer at all times, including but not limited to account 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 account details. If we have reason to believe that you have intentionally provided the buyer with incorrect account details, we reserve the right to restrict, suspend, or terminate your use of all our services.
- 4.3.9.1.3. If the buyer asks for information or evidence to confirm your identity or account details, you must provide the buyer with the requested information. Failure to meet this request will give the buyer the right to refuse to proceed with the transaction.
- 4.3.9.1.4. You are not allowed to change the account details that you provide in your ad or your order at any point after the transaction is initiated, either on or off the Deriv P2P platform, including where the buyer has provided their consent. When we investigate disputes, we shall only take into account the original account details that are submitted by the seller in the ad or the order.
- 4.3.9.1.5. It is your responsibility to verify that the transaction has been completed by the buyer in line with the details you set out in your ad. Once you confirm receipt, the related balance in your Deriv account will be automatically and irreversibly released to the buyer.
- 4.3.9.1.6. Once you verify that the transaction has been completed by the buyer in accordance with your ad, you must confirm this on Deriv P2P so that the corresponding balance can be released to the buyer's Deriv account. Failure to do so, where it is established that the buyer has fully and accurately completed their part of the transaction, will result in the dispute being resolved against you. Repeated or deliberate failure to provide timely confirmation may result in temporary or permanent restrictions on your access to our services.
- 4.3.9.1.7. To take into account that any deposits made via reversible methods — including but not limited to credit and debit cards (Maestro and Diners Club cards included), ZingPay, Neteller, Skrill, Ozow, and UPI — will not be reflected in your Deriv P2P Wallet until after 180 days from the date of the deposit.
- 4.3.10. Buyer's responsibilities
  - 4.3.10.1. Whether you are buying by posting ads or placing orders in response to ads, you have the following responsibilities:
    - 4.3.10.1.1. You are solely responsible for ensuring that any transaction is directed to the correct account and that the details used correspond to those provided by the seller. We strongly recommend confirming the correct account details with the counterparty and

conducting your own due diligence before initiating any transaction. To the fullest extent permitted by law, we shall not be liable for any loss arising from a transaction process directed to an incorrect account unless (a) it is executed by us within Deriv P2P, and (b) we fail to use the account details provided to us by both parties.

- 4.3.10.1.2. Although, as a buyer, you can cancel a transaction, you have an obligation to use the cancelling option sparingly and responsibly. If we have reason to believe that you have cancelled transactions frequently with dishonest intentions, we may suspend or terminate your account with us.
- 4.3.10.1.3. You must not confirm completion of the transaction if your part of the transaction has not been fulfilled, as this will be treated as misconduct and a breach of these terms. If we have reason to believe that you have made a false confirmation, any disputes related to the transaction will be resolved against you. If there are grounds to assume that you frequently confirm completion without fulfilling your part of the transaction, we reserve the right to suspend or terminate your account. If you ever confirm completion by mistake, please notify our support team and the seller immediately.
- 4.3.10.1.4. Once you have completed your part of the transaction in full and accurately, you must confirm completion before the order expires. Otherwise, any dispute related to this exchange may be resolved against you.
- 4.3.10.1.5. After confirming completion by pressing the relevant button, you are also required to upload evidence which verifies you have fulfilled your part of the transaction.
- 4.3.10.1.6. If the seller asks for information or evidence to confirm your identity or account details, it is your obligation to provide the seller with the requested proof. Failure to meet this request will give the seller the right to refuse to proceed with the transaction.

#### 4.3.11. Floating exchange rate

- 4.3.11.1. Our role is limited to providing the market feed and related technology for exchange rates. We do not establish or participate in determining such rates.
- 4.3.11.2. The floating rate feature is only applicable to countries that support a live market feed and a stable currency exchange rate.
- 4.3.11.3. The floating rate feature is applied to two (2) types of currencies: pegged and non-pegged.
- 4.3.11.4. Floating rates on Deriv P2P are updated hourly or if there is a major shift in the exchange rate, whichever occurs first.
- 4.3.11.5. Clients who can use the floating exchange rate can see the market feed when they start to create an ad by clicking the ad creation button. If a floating exchange rate is not available, clients can enter the exchange rate as before.
- 4.3.11.6. If the market rate varies beyond 0.5% before a Deriv P2P order is confirmed, the order will be rejected, and the client must create a new order.
- 4.3.11.7. If the market feed has delays longer than twenty-four (24) hours, we will manually set the applicable exchange rate.



- 4.3.11.8. A thirty (30)-day grace period is given for the fulfilment of the Deriv P2P ads that were created prior to the introduction of the floating rate. These ads will be automatically deactivated following the lapse of the grace period. Advertisers have the option to edit the deactivated ad and activate it with a floating rate.

#### 4.4. Deriv P2P complaints and disputes

##### 4.4.1. Dispute initiation

- 4.4.1.1. Any transaction can become subject to a dispute within thirty (30) days after the transaction expires. Either party to the transaction has the right to raise the dispute. All disputes over a transaction should be made to our support team at [complaints@deriv.com](mailto:complaints@deriv.com).
- 4.4.1.2. Reviewing and resolving disputes may require reviewing communications between the buyer and the seller. If any part of this communication has taken place on our platform, it is not considered private communication. You hereby acknowledge and give consent that we are also a party to any communication that takes place on our platform and may access and otherwise process it in accordance with our [Privacy Policy](#).
- 4.4.1.3. In the course of a dispute investigation, we may ask one or both parties to the dispute to provide records of their communications with each other that have not occurred on our platform.

##### 4.4.2. Dispute review

- 4.4.2.1. During a dispute review, our support team may give you instructions that you are required to follow. The instructions given to you may require you to provide proof that you have completed your part of the transaction, proof that you have or have not received what was due, additional ID verification, photo, audio, or video evidence, or any other documents that we consider relevant. Failure to follow the instructions may lead to the dispute being resolved against you.

##### 4.4.3. Dispute resolution

- 4.4.3.1. You hereby agree to accept our final decision in any Deriv P2P dispute in which you might be involved.
- 4.4.3.2. You understand that the most common, though not the only, outcome of a disputed transaction is that we release the disputed transaction to the buyer or the seller once the dispute resolution criteria are met.
- 4.4.3.3. You accept that resolving a dispute in your favour does not put us under any legal obligation to compensate you for any losses or damages you might have incurred.
- 4.4.3.4. You must be available to respond to a request from our support team regarding a disputed transaction.
- 4.4.3.5. To ensure a fair and timely resolution, we aim to reach a decision within six (6) hours of initial contact. However, there may be instances where a deeper investigation is necessary due to the complexity of the disputed case or the receipt of new evidence. In such circumstances, it may not be possible to adhere to the standard six (6)-hour timeframe. Therefore, we reserve the right to extend the resolution timeframe as deemed necessary based on the complexity and

duration of the investigation required to reach a fair and just resolution. You will be notified promptly should an extension be necessary, along with an estimated timeframe for completion.

4.4.3.6. If our support team cannot contact you within the estimated timeframe, you will be considered unresponsive, and the dispute will be resolved against you for this reason alone.

4.4.3.7. If either party to a disputed exchange provides fraudulent information or fraudulent documents or makes false claims or otherwise tries to force a certain outcome of a disputed transaction, the dispute will be immediately resolved against that party.

4.4.3.8. Resolving a dispute in the buyer's favour

4.4.3.8.1. We can resolve a disputed transaction in your favour as a buyer when we have established at least one of the following criteria:

4.4.3.8.1.1. You have completed your part of the transaction in full and according to the instructions provided by the seller; or

4.4.3.8.1.2. The seller has become unresponsive (our support team has not been able to reach the seller for six (6) hours).

4.4.3.9. Resolving a dispute in the seller's favour

4.4.3.9.1. You understand and acknowledge that if you release the related balance to the buyer before verifying that the buyer has fulfilled their part of the transaction in full and accurately, we shall not be liable to restore that balance to your Wallet or provide any form of compensation.

4.4.3.9.2. We can resolve a disputed transaction in your favour as a seller when we have established at least one of the following criteria:

4.4.3.9.2.1. The buyer has not completed their part of the transaction or has not completed it in full;

4.4.3.9.2.2. The transaction has been held/frozen/stopped by the buyer's service provider;

4.4.3.9.2.3. The buyer has not completed their part of the transaction according to the instructions set out in your ad; or

4.4.3.9.2.4. The buyer has become unresponsive (our customer support has not been able to reach the buyer for six (6) hours).

#### 4.5. Termination

4.5.1. If any of the conditions below or any of the conditions for suspension or termination of services mentioned in our General Terms is true, we reserve the right to: (1) cancel your transaction(s) and return the related balance to the parties involved as we see fit, including any balance in your Wallet; (2) block any pending transactions indefinitely; and/or (3) restrict, suspend, or terminate your use of all our services including Deriv P2P, which might include temporarily or permanently revoking your authorisation to post ads on the Deriv P2P platform:

- 4.5.1.1. If there is suspicion or evidence of fraudulent activities, including the provision of forged documents in the Deriv P2P chatbox, misleading other users, money laundering, or any other illegal or unlawful activities concerning your use of Deriv P2P; or
- 4.5.1.2. If we know or have reason to believe that you have used Deriv P2P irresponsibly on multiple occasions or with dishonest intentions, including the following situations when they occur on more than one occasion:
  - 4.5.1.2.1. As a buyer: failing to complete your part of the transaction before the order expires, confirming completion without having fulfilled your part of the transaction in full and accurately, or cancelling exchanges; or
  - 4.5.1.2.2. As a seller: failing to confirm receipt after the buyer has fully and accurately completed their part of the transaction.

***deriv***