

Terms and conditions

User Research

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User Research

1. Introduction

- 1.1. These user research terms (the "Terms") form an agreement by and between you (the "Participant", "you") and Deriv Services Ltd. ("Deriv", "we", "us", "our"), as Data Controller, whose registered address is 2nd Floor, Suite 2, Omar Hodge Building, 325 Waterfront Drive, Road Town, Tortola, VG 1110, British Virgin Islands.
- 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"). By ticking the consent checkbox on the participation form, you confirm that you have read and understood these Terms and explicitly agree to them, including the collection and processing of your personal data.
- 1.3. You can withdraw from User Research and/or opt out of these Terms at any time by contacting us via [live chat](#) or by contacting our data protection office at dpo@deriv.com. This will not affect any data processing that takes place before your withdrawal.

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. 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.
- 3.4. 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.
- 3.5. 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.
- 3.6. By submitting the participation form, you confirm your understanding of the User Research objectives.

- 3.7. 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.
- 3.8. 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 eligible 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](#), the EU General Data Protection Regulation (GDPR), and all other applicable data privacy laws.
- 5.2. Your personal information will be processed based on your explicit consent, which you can withdraw at any time.
- 5.3. Your data will be used solely for research and product improvement purposes.
- 5.4. We employ technical and organisational measures to protect your data, including encryption and restricted access.

6. Records and recordings

- 6.1. By participating, you consent to Deriv making and storing audio/video recordings, screenshots, screen recordings, and session logs during your research session(s).
- 6.2. Recordings are used only for internal research and quality improvement.
- 6.3. Recordings and associated data will be securely stored for no longer than necessary before being anonymised or securely deleted.
- 6.4. You may request access to, or deletion of, your records unless required by law to retain them.
- 6.5. You shall not request any fees and remuneration for such Records and expressly relinquish any such fees and remuneration.
- 6.6. By participating, you grant us ownership over any Records and any other intellectual property produced under these Terms related to your User Research activities.

- 6.7. 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. Confidentiality

- 8.1. You will be provided with test account credentials. Your name could be linked to the received feedback for the purpose of internal tracking.
- 8.2. Your feedback and responses will be kept confidential and will not be disclosed to the public.
- 8.3. Any information provided to you, whether directly or to which access is gained, during or as a result of User Research, shall be kept confidential.
- 8.4. 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.
- 8.5. You remain bound by confidentiality indefinitely, even after the termination or expiration of this agreement.
- 8.6. You shall not use the confidential facts and information to your advantage or to the advantage of third parties.
- 8.7. Confidential information does not include the following:
- 8.7.1. Information which becomes part of the public domain through no fault of yours
 - 8.7.2. Information which is independently developed by or has been within your custody
 - 8.7.3. Information which you learn from a third party but not under any confidentiality obligation
 - 8.7.4. 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, unless local consumer protection and any other data privacy laws apply. 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 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.

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