

Terms and conditions

Financial consultation services

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Financial consultation services terms

This document sets out the terms and conditions that apply to your use of our Financial Consultation Services (the “**FCS Terms**”). 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 FCS Terms shall have the meaning given to them in the General Terms.

1. Introduction

- 1.1. These FCS Terms apply to clients to whom we agree to provide our Financial Consultation Services.
- 1.2. By accessing our Financial Consultation Services, you acknowledge that you have read, understood, and agreed to these FCS Terms, which are part of the Agreement between you and Deriv.
- 1.3. If there are any inconsistencies or deviations between these FCS Terms, the General Terms and/or any other documents forming part of the Agreement, these FCS Terms shall prevail in respect of your use of the Financial Consultation Services only.

2. Services

- 2.1. As part of our Financial Consultation Services, we may provide financial advice, insights, recommendations, and general information regarding financial products, investment strategies, and market trends. These services are intended to aid you in making informed investment decisions.
- 2.2. While we provide advice and recommendations, the execution of any financial decisions remains your sole responsibility. You are advised to conduct your due diligence and consider your financial situation before acting on any recommendations provided by Deriv.
- 2.3. Any results, recommendations, and reports presented as part of the Financial Consultation Services will be advisory in nature and do not guarantee financial outcomes.
- 2.4. You represent to us that:
 - 2.4.1. Any information you provide to us in connection with the Financial Consultation Services is true and accurate.
 - 2.4.2. You understand that financial markets are volatile and that past performance is not indicative of future results.
- 2.5. Deriv will make reasonable efforts to provide the Financial Consultation Services in a professional and timely manner, consistent with industry standards. However, we make no representations or warranties regarding the content, accuracy, or completeness of the information provided. The Financial Consultation Services are intended to be advisory in nature, and any opinions or recommendations made by Deriv are based on available information at the time and are subject to change.

- 2.6. You acknowledge that market conditions can change rapidly, and Deriv is not responsible for the effects of any such changes on the financial advice and recommendations provided as part of the Financial Consultation Services.

3. Client classification

- 3.1. To comply with SCA Regulations, we are required to classify you as an “**Ordinary Investor**”, “**Professional Investor**”, or “**Counterparty**”. This is necessary because we are obliged to perform the Financial Consultation Services in accordance with specific conditions and/or according to methods that differ for each category of client.
- 3.2. You acknowledge that, in accordance with the SCA Regulations, varying levels of protection are provided to different categories of clients based on their experience, expertise, and regulatory status. Consequently, an Ordinary Investor is entitled to a higher degree of protection compared to a Professional Investor, while a Counterparty is afforded limited or no protection.
- 3.3. We may request certain information from you as part of our client classification process. We may require periodic declarations from you that your classification data has not changed. You are required to update us if there is a change in such data for any reason at any time.
- 3.4. We will categorise and treat you as either a Professional Investor or a Counterparty only if you are eligible to be categorised as such. You may only be classified into one category. If you are not eligible to be categorised as a Professional Investor or Counterparty, we will categorise you as an Ordinary Investor. If we have classified you as a Professional Client or Counterparty, you may request us to classify you as an Ordinary Investor as an exception.
- 3.5. If you have been classified as a Professional Investor, you must notify us as soon as reasonably practicable if you fail to meet the conditions of a Professional Investor set out in the SCA Rulebook.
- 3.6. Subject to the SCA Regulations, we reserve the right to review any reclassification request by you and at our sole discretion to reclassify you.

4. Indemnity

- 4.1. You agree to indemnify and hold harmless Deriv, including its directors, officers, shareholders, employees, and affiliates, from any losses, damages, or expenses incurred as a result of your use of the Financial Consultation Services, including any decisions made based on the advice provided.

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