

Business partners' terms and conditions

# Payment agents

Version R25|03

Last updated 10/02/2025

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## Payment agents

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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 for Business Partners](#) (the “**General Terms**”). Any defined terms used in these terms shall have the meaning given to them in the General Terms.

## 1. Provision of services

- 1.1. If we accept your application to become a Payment Agent, you may provide services to facilitate the transfer of funds or payments to and from Deriv accounts for our clients (the “**Payment Services**”).
- 1.2. You shall not provide Payment Services for any clients that reside in a country where we do not accept clients or offer our services. Contact us at [businesspartners@deriv.com](mailto:businesspartners@deriv.com) if you require further information.
- 1.3. Subject to Clause 1.2, you may provide Payment Services to our clients who want to deposit or withdraw money on Deriv’s website and who want to use payment methods that are not among the options listed on our website. If you want to offer your Payment 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](mailto:businesspartners@deriv.com) or via live chat.
- 1.4. You shall ensure that each client deposits funds with us through your Payment Services in accordance with the following steps:
  - 1.4.1. The client deposits funds with you, using a payment method that the client and you have agreed on;
  - 1.4.2. You receive the deposited amount and make an equal deposit of funds into your payment agent account; and
  - 1.4.3. You transfer the deposited amount from your payment agent account to the client's Deriv account.
- 1.5. You shall ensure that each client makes a withdrawal through your Payment Services in accordance with the following steps:
  - 1.5.1. The client requests a withdrawal of funds from his or her Deriv account.
  - 1.5.2. 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; and
  - 1.5.3. You transfer the requested withdrawal amount to the client using the payment method that you and the client have agreed on.
- 1.6. 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.

## 2. Onboarding policy

- 2.1. You understand that in your application to become a Payment Agent, 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 (noting that 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; and
- 2.1.7. Any other information we may request from time to time.

You should submit this information to [businesspartners@deriv.com](mailto: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 status as a Payment Agent if you do not satisfy our 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 3.2, 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 in Clause 1) are transferred to the correct Deriv account for that client.
- 3.6. You must include a visible and permanent disclaimer on your promotional platform (e.g., website, social media pages, email newsletter) stating the following:

"Deriv is not affiliated with any payment agents. Customers deal with payment agents at their sole risk. Customers are advised to check the credentials of payment agents and the accuracy of any information regarding them (on Deriv.com or elsewhere) before using their services."

If character limitations apply, you may use the following shortened version instead:

"Deriv has no affiliation with payment agents. Customers are solely responsible for verifying their credentials and any related information before engaging with them."

Failure to display this disclaimer prominently and continuously may result in the termination of your Payment Agent status.

- 3.7. You may not make withdrawals from your payment agent account or via Deriv P2P unless we make an exception at our sole discretion.
- 3.8. You may not use your payment agent account for trading under any circumstances.
- 3.9. 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.

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