

Terms and conditions

# Additional terms

Deriv (BVI) Ltd.



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# Additional terms - Deriv (BVI) Ltd.

This document 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 additional terms shall have the meaning given to them in the General Terms.

## 1. Introduction

- 1.1. These additional terms apply to all clients who have an account with Deriv (BVI) Ltd.
- 1.2. If there are any inconsistencies or deviations between these additional terms and/or any other documents forming part of the Agreement, these additional terms shall prevail in respect of your account with Deriv (BVI) Ltd.
- 1.3. Deriv (BVI) Ltd. is licensed under the Securities and Investment Business Act to carry on investment services, and it is authorised and regulated by the British Virgin Islands Financial Services Commission ("**BVIFSC**").

## 2. Handling your funds

- 2.1. We may use your money to meet obligations that we have incurred in margining, adjusting, or settling your derivative trades.
- 2.2. We keep your funds in bank accounts that are separate from our operational accounts. In the event of insolvency, we have loan arrangements between us and our parent company that will always, at minimum, cover any liabilities owed to clients.

## 3. Order execution

- 3.1. Pursuant to our licence conditions, we will be the counterparty to your trade. We will either act as an agent on your behalf when we execute your orders, or act as a principal, where we will be your sole execution venue for all trades.
- 3.2. When an order is placed to buy or sell an instrument on your Deriv MT5 account, your order may be passed through to a liquidity provider that provides services to us.

## 4. General queries

- 4.1. If you have an inquiry regarding your trading account with Deriv (BVI) Ltd., you can contact us through our [Help centre](#) or by chatting with a representative via [live chat](#).
- 4.2. We are committed to resolving your query in the quickest time possible and appreciate your patience in allowing us time to resolve the matter.
- 4.3. If we are unable to resolve your query or you feel our response is unsatisfactory, you may submit an official complaint to us, by following the process described in the "Complaints" section below.

## 5. Complaints

- 5.1. If you would like to file a complaint about our Services, you can send the details related to your complaint to us at [complaints@deriv.com](mailto:complaints@deriv.com). We will investigate your enquiry and send you a final response within 15 working days from the date on which the complaint is received.
- 5.2. If your complaint is of a significant nature (see below) and we have not resolved your complaint to your satisfaction within 3 months from the date on which your complaint is received, you can escalate your complaint to the BVIFSC.
- 5.3. According to Section 69B(1) of the Regulatory Code, a complaint is considered to be of a significant nature when it claims one or more of the following:
  - 5.3.1. A breach of a regulatory enactment;
  - 5.3.2. Bad faith, malpractice, or impropriety on the part of the licensee or one of its directors, employees, or agents;
  - 5.3.3. The repetition or recurrence of a matter previously complained of (whether significant or otherwise); or
  - 5.3.4. That the complainant has suffered, or may suffer, financial loss that is material in relation to his or her financial circumstances.

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