

Business partners' terms and conditions

# Affiliates

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# Affiliates

Here, you will find the terms and conditions that relate specifically to our Affiliates (these “**Terms**”). These Terms 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. Your obligations

- 1.1. Cost Per Acquisition (“**CPA**”) Programme
  - 1.1.1. To provide your services as an Affiliate, you must be registered with and authorised by Deriv Investments (Europe) Ltd. You must reside in a country where we offer our services.
  - 1.1.2. By signing up for our CPA programme, you agree that you will exclusively target and obtain clients who reside in the European Union or any country where we (Deriv Investments (Europe) Limited) offer our products and services, subject to Clause 1.1.3.
  - 1.1.3. You must not target or refer any clients who reside in Portugal or Spain, or any other country which we might notify you about from time to time.
- 1.2. You must make sure that any historical trading records, performance figures, and any other representations you make to your referrals in relation to our products and services are accurate and not misleading.
- 1.3. You will not hold or pool your referrals’ funds or third-party funds into your own account held with us.
- 1.4. You will not place trades on behalf of your referrals and shall not coerce them to trade according to your instructions.
- 1.5. You will not encourage your referrals to make deposits or place trades with the purpose of increasing your referral fees, whether in whole or in part, express or implied.
- 1.6. While we encourage you to be your referrals’ point of contact, you should never try to control your clients.
- 1.7. We shall not accept a referral application from an existing Deriv client who has traded on any of our platforms within one hundred and twenty (120) days of the date of the application.
- 1.8. You are not permitted to become our client by using your affiliate link.
- 1.9. You must never indicate that we, or you, or any of your associates, will guarantee any client’s profit or limit any client’s losses.
- 1.10. You agree to:
  - 1.10.1. Use your best endeavours to attract potential clients for us;
  - 1.10.2. Only use the marketing materials provided by us for the sole purpose of marketing Deriv;
  - 1.10.3. Provide us with any information that you have become aware of which may result in any adverse or harmful consequences for us or the Deriv brand;
  - 1.10.4. Inform any clients introduced to Deriv that the trading services and financial products are offered by or through us and not you; and

- 1.10.5. Provide services that enhance the client's financial knowledge.
- 1.11. You are only permitted to promote Deriv and its products on a dedicated website that we have reviewed and approved before it goes live.
- 1.12. You are not permitted to promote Deriv through social media networks, ad networks, search engines, marketing emails, cold calling or other similar methods. You must not promote Deriv on any channels or mediums with inappropriate or offensive content.
- 1.13. You are required to display a prominent risk warning on your website and associated materials with the following wording: *The products offered on the Deriv.com website include options, contracts for difference ("CFDs"), and other complex derivatives. Trading options may not be suitable for everyone. Trading CFDs carries a high level of risk since leverage can work both to your advantage and disadvantage. As a result, the products offered on the website may not be suitable for all investors because of the risk of losing all of your invested capital. You should never invest money that you cannot afford to lose and never trade with borrowed money. Before trading in the complex products offered, please be sure to understand the risks involved. Please check the Key Information Documents on the [Regulatory information page](#) for complete product information.*
- 1.14. We reserve the right to refuse your referrals' applications to open an account (or to close their accounts), if judged necessary, to comply with any requirements we may periodically establish or that may be required under applicable laws, rules, and regulations.
- 1.15. When your referrals open an account with us, we assume ownership of the database of names, contact information, and any other data of your referrals.
- 1.16. You are not authorised to provide asset management services, investment advice, or any recommendation for trading on Deriv's behalf. You must not provide portfolio management services for any client.
- 1.17. You must not provide trade signals to clients on our platforms unless we authorise you to do so.

## 2. Payments

- 2.1. As part of our CPA programme, you shall become eligible for a one-time payment of a set amount only upon the introduction of a bona fide client to us if the following conditions are met:
  - 2.1.1. We have verified and approved the client in accordance with our internal procedures and applicable legal requirements; and
  - 2.1.2. You enhance the quality of the relevant services to the client.
- 2.2. Neither your direct relatives nor any clients controlled by you are eligible to become our clients, and you will not be entitled to any referral fee or any other remuneration from us in relation to such relatives or controlled clients.
- 2.3. We will not pay you referral fees for any accounts that an associate of yours has opened. By associate, we mean any physical person or any type of legal person or entity or body of persons that has business, commercial, financial, entrepreneurial, employment, agency, family, personal, or other links or bonds with you. This includes any person who has the same personal information, IP address, physical or mailing address, telephone number, email address, or passport details as you.
- 2.4. You acknowledge that the referral fee payable to you in accordance with our policies fully compensates you for your activities and obligations under the Business Terms.

- 2.5. You are responsible for the payment of your own taxes, duties, fees, or other governmental levies or charges. Any fees that we pay you in connection with any of these Terms are exclusive of any such taxes, duties, fees, or levies.
- 2.6. You are not allowed to rebate any part of your referral fee to your referred clients, and if it comes to our attention that you are engaged in any such action, your account shall be revoked immediately.
- 2.7. We reserve the right to cancel, delay, or withhold payment of any commission fees to you in certain situations, including a suspected breach of law or a breach of any of the Business Terms.
- 2.8. We reserve the right to cancel any referral fees that you do not claim within two (2) years.
- 2.9. Referral fees shall only be payable for bona fide client referrals, and we reserve the right, at our sole discretion, to disregard duplicate accounts or nominee accounts that we see as non-bona fide clients.
- 2.10. Whilst we will endeavour to notify you of any changes with prior notice, we reserve the right to change our referral fees from time to time without prior notice.
- 2.11. If we identify that you have abused the business relationship with us in any way, we reserve the right to take one or more of the following actions:
  - 2.11.1. Terminate the business relationship with you and close your account;
  - 2.11.2. Withhold the payment of any referral fees that may be payable to you; or
  - 2.11.3. Claim back any referral fees paid to you where such referral fees were generated through abusive conduct and offset our claim against any funds that you hold with us.
- 2.12. We reserve the right to refuse to pay you any referral fees earned from any of your referred clients where we have identified abusive trading patterns or behaviour on their part.
- 2.13. Any referral fee already paid to you that was earned from a client who exhibits abusive trading patterns or behaviour shall be repayable to us, and it may be recouped from any funds held with us or from any referral fee payable to you.
- 2.14. If you engage in any manipulations of our systems and business in ways which result in any adverse, special, incidental, punitive, or consequential loss or damages to us, we may do the following in our absolute discretion:
  - 2.14.1. Refuse to pay you any referral fee;
  - 2.14.2. Rescind any referral fee paid or payable by us to you against any amounts held by you in any of your accounts and/or the accounts of any individuals we determine are your associates; or
  - 2.14.3. Terminate your accounts and/or the accounts of any individuals we determine are your associates in the above-mentioned manipulation.
- 2.15. In the event of termination of the Business Terms, any pending referral fees for bona fide referrals made prior to the termination shall (subject to the rest of the Business Terms) be paid in full.

### 3. Conferences and events

- 3.1. This section contains terms and conditions which apply to you if you attend or plan to attend any conferences and events in your capacity as an Affiliate (each an “**Event**”).

- 3.1.1. We shall define and communicate the location of the Event. We reserve the right to withdraw the invitation or change the dates and/or location of the Event.
- 3.1.2. Participation in Events is limited to Affiliates with written invitations and (if applicable) any number of guests permitted in the invitation. Guests must be 18 or older.
- 3.1.3. You cannot transfer your invitation to anyone else, and you cannot extend the duration of your participation beyond the dates stated in your invitation.
- 3.1.4. You agree to provide us with proof of identity for you and your guest(s), as well as any additional documentation mentioned in your invitation email. We reserve the right to cancel your invitation and/or bar your guest(s) from participating in the Event if we do not receive the requested documents.
- 3.1.5. We reserve the right to choose a suitable arrival/departure airport for the Event, which will be identical for you and your guest(s).
- 3.1.6. We reserve the right to assign rooms and change room assignments or roommates based on availability and priority.
- 3.1.7. If you and/or your guest(s) miss your connection, arrive late to the Event, or do not make it to the Event at all, any incurred expenses due to last-minute cancellations will be at your own cost. After your written confirmation to issue your flight ticket, the cost for any changes or cancellations not made by us will be borne by you if refunds are not possible.
- 3.1.8. If you and/or your guest(s) cannot attend the Event, you need to notify your affiliate team member/country manager via email or WhatsApp no later than two (2) weeks before the Event. After the specified deadline, any cancellation fees shall be charged to you.
- 3.1.9. The invitation to the Event covers only the expenses for your stay (food and hotel), flight ticket(s), and transportation from the airport to the hotel and vice versa for you and your guest(s) (wherever applicable). Any medical tests or vaccines that might be required for the trip are not included. It is your responsibility to check the items covered in the hotel package included in your invitation. You will be responsible for clearing any additional expenses charged to your room upon checking out.
- 3.1.10. We may arrange travel insurance for you and your guest(s). If we do, you and your guest(s) will be covered by the travel insurance policy we sponsor, subject to its terms and conditions. If you or your guest(s) choose to stay beyond the period of the Event, it is your responsibility to arrange travel insurance for the additional period. We recommend that you get travel insurance independently to make sure that you are covered in all cases.
- 3.1.11. By participating in the Event, you grant us permission to capture and publish photos and videos in which you may be included for marketing purposes. If you do not wish us to use any photographs or footage featuring you, please email us at [dpo@deriv.com](mailto:dpo@deriv.com) to express your request in writing.
- 3.1.12. You are required to obtain explicit permission from us before using any photographs and/or videos taken during the Event in your content.
- 3.1.13. You and your guest(s) need to adhere to the hotel guidelines and local laws, customs, and regulations. We reserve the right, without any liability, to refuse admission or eject you from the Event if we consider you to present a security risk or a disruption to the smooth running of the Event.
- 3.1.14. We shall not be liable to perform any of our obligations relating to the Event where we are unable to do so as a result of unforeseen circumstances or circumstances beyond our reasonable control. We shall not be liable to compensate you and/or your guest(s) in such circumstances.

- 3.1.15. You agree to indemnify and hold us harmless from any claims against us made by yourself and/or your guest(s) for any cause of minor injury, major injury, or sickness (such as COVID-19), which are inherent risks involved with physical activity and when performing or engaging in any similar activity.
- 3.1.16. You agree to indemnify and hold us harmless from any claims against us made by other parties (such as your spouse or dependents) if, during the Event, the belongings of you or your guest(s) get damaged, or you or your guest(s) go missing, get injured, or lose your life.
- 3.1.17. You agree to indemnify and hold us and our representatives harmless against all costs, claims, damages, liabilities, and expenses (including any professional fees) that we might incur due to a breach of these Terms by you or your guest(s).

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