

Terms and conditions

# Funds and transfers

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# Funds and transfers

This document sets out the terms and conditions that apply to your funds and transfers, your chargeback and retrieval requests, the bonuses that we might give you, and our Deriv P2P service. 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 funds and transfers terms shall have the meaning given to them in the General Terms.

## 1. Rules and restrictions

- 1.1. You should not use your Deriv account as a banking facility. Deposit into your account only if you have the intention of engaging in trades.
- 1.2. You must not make deposits and withdrawals without placing trades proportionate to the amounts deposited and withdrawn. If you do so, we have the right to pass on to your account, without notice, any charges we may incur. We also have the right to close your account.
- 1.3. We reserve the right to reject your payouts without notice.
- 1.4. We will not pay interest on any amount you deposit with us.
- 1.5. You must keep your account balance below the maximum account cash balance. You must withdraw funds to avoid exceeding your account limit.
- 1.6. We will never invest the money in your Deriv account on your behalf.
- 1.7. You are solely liable and responsible for any deposits and withdrawals you make into and from your Deriv account(s).
- 1.8. You can use the [available payment methods](#) to fund your account(s). We are not affiliated to any of the listed payment method providers.
- 1.9. You must request withdrawals using the same payment method that you used for deposits.
- 1.10. The list of available payment methods may change at any time. The terms of using payment methods may also change. It is your responsibility to remain informed on which payment methods are available to you and their terms of use.
- 1.11. If you use any third-party service provider for any purposes, including, but not limited to, making any deposits or withdrawals, it will be your sole responsibility to ensure the safety of your account.
- 1.12. You can transfer between accounts denominated in different currencies. Please note that exchange rate fees may apply to transfers between different currencies.
- 1.13. The exchange rates applied to transactions are determined by third-party providers as the prevailing market rates at the time of the transaction and may vary from time to time. These rates are based on the local currency or the currency of your account with us.

- 1.14. You can transfer money between your Deriv account, Deriv MT5 account, Deriv cTrader account, and Deriv X account.
- 1.15. You must not share any of your payment methods with another client. We reserve the right to block, cancel, or suspend your account if you share any of your payment methods with another client.
- 1.16. You must never take loans to fund your account.
- 1.17. You must comply with any currency, exchange, or capital controls in your home jurisdictions.
- 1.18. You understand and accept that when using our Cashier service for cryptocurrency payments, there is a risk of losing funds under certain circumstances. These risks arise due to the nature of cryptocurrency transactions and are beyond our control. Possible loss scenarios include:
  - 1.18.1. Cross-chain transactions (sending cryptocurrency to an incorrect blockchain);
  - 1.18.2. Wrong network transactions (using an incompatible network for transactions);
  - 1.18.3. Smart contracts selection (mistakes in choosing or using smart contracts); or
  - 1.18.4. Underpayments (initiating a cryptocurrency deposit but transferring less than the required amount).

These risks are linked to the nature of blockchain technology and the third-party services handling these transactions. Since we provide cryptocurrency transaction services via third parties, we cannot control or help recover funds lost in these situations. It is your responsibility to carefully check all transaction details before making a cryptocurrency transfer.
- 1.19. Due to technical problems or other unforeseeable circumstances, delays might occur in reflecting deposits or withdrawals in your account, for which we are not liable in any way. If you need to contact us about any possible delays in the reflection of your deposits, you can write to [payments@deriv.com](mailto:payments@deriv.com).
- 1.20. You acknowledge that withdrawals may take up to 5 working days to reflect on your credit or debit card.

## 2. Refund policy

- 2.1. We offer a number of merchant solutions and payment service providers for making online payments. You will be billed at the time of, or shortly after, making your transaction. You agree that you will pay for all trades that you purchase via any of the available merchant solutions or payment service providers.
- 2.2. All sales of trades are final. We do not refund the price charged for entering a trade if the trade is executed.
- 2.3. If a trade becomes unavailable after the transaction is made but before the trade is executed, you may request a refund of the charged price. We reserve the right to accept or reject your request after investigating your claim.
- 2.4. If technical problems prevent the execution of a trade, for example, if a disruption occurs in the data feeds that we cannot readily fix, we reserve the right to refund or reverse the trade.
- 2.5. Any request for a deposit refund for active accounts will be automatically rejected. If we have closed, blocked, or suspended your account for any reason, you may request a refund of your deposit. We reserve the right to accept or reject your request after investigating your claim.

### 3. Chargebacks

- 3.1. Should you deposit funds via credit or debit card, you agree to contact us via [live chat](#) before placing a chargeback or a retrieval request so that we can try to retrieve the funds for you.
- 3.2. If there is a chargeback notification, fraud notification, or retrieval request from your payment processor, we reserve the right to terminate this Agreement without prior notice.
- 3.3. You are responsible for compensating us for any costs and losses that we might incur as a result of a chargeback, fraud or retrieval request. You must do this before we will remove any limits imposed on your account.

### 4. Deriv P2P

#### 4.1. Ads

- 4.1.1. You are only authorised to post Deriv P2P ads if we have pre-approved you according to our “Know Your Customer” policy (see the [General Terms of Use](#) for more information).
- 4.1.2. We have the right to restrict the number of ads that you post on our platform or remove your ads, for example, in cases of suspected misconduct or fraudulent activity, but also in any other cases that we deem necessary.
- 4.1.3. When you post ads, it is recommended that you stay active and available to react to orders that are placed in response to your ads; otherwise, any dispute related to the exchange might be resolved against you. We strongly advise you to pause your ads (making them temporarily invisible) when circumstances might not allow you to respond to orders in time.
- 4.1.4. You are not allowed to post identical ads (i.e. using the same exchange limits, with the same fixed rate and the same payment details, for the same country).
- 4.1.5. We reserve the right to deactivate your ad if no order is placed in response to it within seventy-two (72) hours.
- 4.1.6. We reserve the right to delete your inactive ad after ninety (90) days of no activity.

#### 4.2. Orders

- 4.2.1. By placing an order, you are making a binding contract with the advertiser, and you agree to the terms and conditions of the exchange as stated in the ad (such as the exchange rate and payment details if the advertiser is the seller or the amount if the advertiser is the buyer).
- 4.2.2. You understand that you need to stay active and responsive for the duration of the exchange when you place an order.

#### 4.3. Exchanges

- 4.3.1. You acknowledge and agree that in all stages of exchange, you are engaging in an exchange with another Deriv P2P user, and we are acting only as a provider of technical services, not as the counterparty to any exchange. Therefore, if any dispute or potential dispute is caused by any exchange or in connection to it, we shall not be liable to you, the other user, or any other person.

- 4.3.2. We will take reasonable steps to facilitate the execution of all exchanges supported by Deriv P2P. However, there may be times that due to reasons beyond our control, including the failure of software, hardware, and the internet connection, an exchange that you request is not successfully executed. You acknowledge that we are in no way liable for your failed exchanges.
- 4.3.3. We advise you to make sure that any payment you receive or make for any Deriv P2P exchange matches the payment details provided by the counterparty, including being made from or to an account in the counterparty's own name. We shall not be liable for any risks or consequences caused by discrepancies between payment details entered in the ad or order and the payment details being used by either or both parties in the exchange.
- 4.3.4. The fixed rate that the sellers enter in their ads or orders will determine any and all amounts that the buyers need to pay. After initiating an exchange, the price is locked and cannot be negotiated and in any way changed, neither can any fees be added. You should not ask for or pay any amount beyond what is specified on the exchange screen.
- 4.3.5. Any information, including contact and payment details, that you provide to the counterparty at any stage of the exchange through the ad, the order, or the embedded chat must, at all times, be correct and up-to-date. If any of the information that you have provided to the counterparty turns out to be inaccurate or false, any dispute related to that exchange may be resolved against you. If we have reason to believe that you have intentionally provided false information to the counterparty, we reserve the right to take action against you, such as restricting, suspending, or terminating your use of all our services.
- 4.3.6. We shall block the ordered Deriv credits for a maximum of thirty (30) days if the buyer confirms payment, but the seller does not confirm receiving payment, and the exchange expires. In this case, the buyer and the seller will be notified immediately upon the exchange expiry and will have the right to raise a dispute.
- 4.3.7. Any amount deposited through Deriv P2P can only be withdrawn through Deriv P2P.
- 4.3.8. You acknowledge and agree that we will automatically delete messages and attachments exchanged through the Deriv P2P chatbox after six (6) months. This includes all text messages, files, images, documents, and any other data shared within the chatbox. We recommend that you save any important information or files locally before the six (6)-month period expires.
- 4.3.9. Seller's responsibilities
  - 4.3.9.1. Whether you are selling Deriv credits by posting ads or placing orders, you have the following responsibilities:
    - 4.3.9.1.1. You understand that once the exchange is initiated, neither the fixed price nor the payment details can be changed for that exchange, and it is your responsibility to check that the entered price is what you intend it to be.
    - 4.3.9.1.2. You are required to provide accurate and up-to-date information to the buyer at all times, including but not limited to payment details, contact information, and any additional proof of identity that the buyer requests, be it in the ad that you post, the order that you place, or the chat which you have with the buyer on or off our platform. Providing inaccurate or outdated information is considered a violation of this agreement. Disputes will be resolved against you if you include inaccurate or out-of-date payment details. If we have reason to believe that you have intentionally

provided the buyer with incorrect payment details, we will restrict, suspend, or terminate your use of all our services.

- 4.3.9.1.3. If the buyer asks for information or evidence to confirm your identity or payment details, it is your obligation to provide the buyer with the requested proof. Failure to meet this request will give the buyer the right to refuse to make payment.
- 4.3.9.1.4. You are not allowed to change the payment details that you provide in your ad or your order at any point after the exchange is initiated, either on or off the Deriv P2P platform, not even with the buyer's consent. When we investigate disputes, we take into account solely the original payment details that are submitted by the seller in the ad or the order.
- 4.3.9.1.5. It is your responsibility to check that you have received your payment in full and that the payment has been made according to the details you have provided to the buyer. Please be aware that as soon as you confirm receiving payment, your funds will be automatically and irreversibly released to the buyer.
- 4.3.9.1.6. Once you ascertain that you have received full payment according to your instructions, you are required to confirm this fact on Deriv P2P so that the exchanged funds can be released to the buyer's Deriv account. If you fail to make this confirmation and it is proved that the buyer has made full, accurate payment to you, any dispute related to this exchange will be resolved against you. If we have reason to believe that you are intentionally and frequently avoiding a timely confirmation of receiving payment, we might take action against you, such as temporarily or permanently restricting your access to all of our services.
- 4.3.9.1.7. Any deposits made via reversible methods — including but not limited to credit and debit cards (Maestro and Diners Club cards included), ZingPay, Neteller, Skrill, Ozow, and UPI — will not be reflected in your Deriv P2P Cashier until after 180 days from the date of the deposit.
- 4.3.9.1.8. If you initiate a chargeback or request a payment reversal, you are obliged to pay back the seller the stipulated amount. Failure to do so will result in a suspension of your account.

#### 4.3.10. Buyer's responsibilities

- 4.3.10.1. Whether you are buying Deriv credits by posting ads or placing orders, you have the following responsibilities:
  - 4.3.10.1.1. You are responsible for making a full and accurate payment to the seller, and it is your responsibility to ensure that you are using the correct payment details, identical to what the seller has provided in the seller's ad or order. If you use payment details different from those that the seller has originally provided in the seller's ad or order, including details such as the account number, account holder name, or the transferred amount, whether it is an underpayment error or an overpayment error, the sole responsibility lies with you, and we shall not be liable for any damages or loss incurred.

- 4.3.10.1.2. Although, as a buyer, you can cancel an exchange, you have an obligation to use the cancelling option sparingly and responsibly. If we have reason to believe that you have cancelled exchanges frequently with dishonest intentions, we will terminate your account with us.
- 4.3.10.1.3. You must never confirm payment if your payment is incomplete, as this is considered a misdeed. If we have reason to believe that you have made a false confirmation of payment, any disputes related to the exchange will be resolved against you. If there are grounds to assume that you frequently confirm payment without making a full, accurate payment, we might terminate your account. (If you ever confirm payment by mistake, please notify our support team and the seller immediately).
- 4.3.10.1.4. Once you make a full, accurate payment, you are required to confirm that you have paid before the order expires. Otherwise, any dispute related to this exchange might be resolved against you.
- 4.3.10.1.5. After confirming payment by pressing the relevant button, You are also required to upload the proof of payment in the embedded Deriv P2P chat.
- 4.3.10.1.6. If the seller asks for information or evidence to confirm your identity or payment details, it is your obligation to provide the seller with the requested proof. Failure to meet this request will give the seller the right to refuse to confirm receiving payment.

#### 4.3.11. Floating exchange rate

- 4.3.11.1. The floating rate feature is only applicable to countries that support a live market feed and stable currency exchange rate.
- 4.3.11.2. The floating rate feature is applied to two (2) types of currencies: pegged and non-pegged.
- 4.3.11.3. Floating rates on Deriv P2P are updated hourly or if there is a major shift in the exchange rate, whichever occurs first.
- 4.3.11.4. Clients who can use the floating exchange rate can see the market feed when they start to create an ad by clicking the ad creation button. If a floating exchange rate is not available, clients can enter the exchange rate as before.
- 4.3.11.5. If the market rate varies beyond 0.5% before a Deriv P2P order is confirmed, the order will be rejected, and the client must create a new order.
- 4.3.11.6. If the market feed has delays longer than twenty-four (24) hours, we will manually set the applicable exchange rate.
- 4.3.11.7. A thirty (30)-day grace period is given for the fulfillment of the Deriv P2P ads that were created prior to the introduction of the floating rate. These ads will be automatically deactivated following the lapse of the grace period. Advertisers have the option to edit the deactivated ad and activate it with a floating rate.



#### 4.4. Deriv P2P complaints and disputes

##### 4.4.1. Dispute initiation

- 4.4.1.1. Any exchange can become subject to a dispute within thirty (30) days after the exchange expires. Either party to the exchange has the right to raise the dispute. All disputes over an exchange should be made to our support team at [complaints@deriv.com](mailto:complaints@deriv.com).
- 4.4.1.2. Reviewing and resolving disputes may require reviewing communications between the buyer and the seller. If any part of this communication has taken place on our platform, it is not considered as private communication. You hereby acknowledge and give consent that we are also a party to any communication that takes place on our platform and may access and otherwise process it in accordance with our [Security and Privacy Policy](#).
- 4.4.1.3. In the course of a dispute investigation, we may ask one or both parties to the dispute to provide records of their communications with each other that have not occurred on our platform.

##### 4.4.2. Dispute review

- 4.4.2.1. During a dispute review, our support team may give you instructions that you are required to follow. The instructions given to you may require you to provide proof of payment, proof that you have or have not received payment (for example, bank transaction history), additional ID verification, photo, audio, or video evidence, or any other documents that we consider relevant. Failure to follow the instructions may lead to the dispute being resolved against you.

##### 4.4.3. Dispute resolution

- 4.4.3.1. You hereby agree to accept our final decision in any Deriv P2P dispute in which you might be involved.
- 4.4.3.2. You understand that the most common resolution, but not the only resolution, of a disputed exchange is that we release the disputed amount to the buyer or the seller once the dispute resolution criteria are met.
- 4.4.3.3. You accept that resolving a dispute in your favour does not put us under any legal obligation to compensate you for any losses or damages you might have incurred.
- 4.4.3.4. You must be available to respond to a request from our support team regarding a disputed exchange.
- 4.4.3.5. To ensure a fair and timely resolution, we aim to reach a decision within six (6) hours of initial contact. However, there may be instances where a deeper investigation is necessary due to the complexity of the disputed case or the receipt of new evidence. In such circumstances, it may not be possible to adhere to the standard six (6)-hour timeframe. Therefore, we reserve the right to extend the resolution timeframe as deemed necessary based on the complexity and duration of the investigation required to reach a fair and just resolution. You will be notified promptly should an extension be necessary, along with an estimated timeframe for completion.

- 4.4.3.6. If our support team cannot contact you within the estimated timeframe, you will be considered unresponsive, and the dispute will be resolved against you for this reason alone.
- 4.4.3.7. If either party to a disputed exchange provides fraudulent information or fraudulent documents or makes false claims or otherwise tries to force a certain outcome of a disputed exchange, the dispute will be immediately resolved against that party.
- 4.4.3.8. Resolving a dispute in the buyer's favour
  - 4.4.3.8.1. We can resolve a disputed exchange in your favour as a buyer when we have established at least one of the following criteria:
    - 4.4.3.8.1.1. You have made full payment according to the instructions provided by the seller; or
    - 4.4.3.8.1.2. The seller has become unresponsive (our support team has not been able to reach the seller for six (6) hours).
- 4.4.3.9. Resolving a dispute in the seller's favour
  - 4.4.3.9.1. You understand and acknowledge that if you release your Deriv credits to the buyer before making sure that the buyer has made a complete, accurate payment to you, we are not liable to restore your Deriv credits or compensate you in any other manner.
  - 4.4.3.9.2. We can resolve a disputed exchange in your favour as a seller when we have established at least one of the following criteria:
    - 4.4.3.9.2.1. The buyer has not provided payment or has not provided payment in full;
    - 4.4.3.9.2.2. The payment made by the buyer has been held/frozen/stopped by the payment provider;
    - 4.4.3.9.2.3. The buyer has not provided payment according to the instructions you have provided to them in the payment details; or
    - 4.4.3.9.2.4. The buyer has become unresponsive (our customer support has not been able to reach the buyer for six (6) hours).

#### 4.5. Termination

- 4.5.1. If any of the conditions below or any of the conditions for suspension or termination of services mentioned in our General Terms is true, we reserve the right to: (1) cancel your exchange(s) and return the funds to the parties involved as we see fit, including any funds in your Deriv account; (2) block any pending funds indefinitely; and/or (3) restrict, suspend, or terminate your use of all our services including Deriv P2P, which might include temporarily or permanently revoking your authorisation to post ads on the Deriv P2P platform:
  - 4.5.1.1. If there is suspicion or evidence of fraudulent activities, including the provision of forged documents in the Deriv P2P chatbox, misleading other users, money laundering, or any other illegal or unlawful activities concerning your use of Deriv P2P; or

- 4.5.1.2. If we know or have reason to believe that you have used Deriv P2P irresponsibly on multiple occasions or with dishonest intentions, including the following situations when they occur on more than one occasion:
  - 4.5.1.2.1. As a buyer: if you fail to make payment before the exchange expires, if you confirm payment without making full, accurate payment, or cancel exchanges; or
  - 4.5.1.2.2. As a seller: if you don't confirm a full, accurate payment that the buyer has made to you.

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