

Terms and conditions

Funds and transfers

Table of contents

1.	Rules and restrictions	3
2.	Refund policy	4
3.	Chargebacks	5

Funds and transfers

This document sets out the terms and conditions that apply to your funds and transfers, your chargeback and retrieval requests, and the bonuses that we might give you. It forms part of the agreement between you and Deriv and should be read in conjunction with our <u>General Terms</u> of <u>Use</u> 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 You must not make deposits and withdrawals without placing trades proportionate to the amounts deposited and withdrawn.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 any charges we may incur onto your account without notice. 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 any available payment methods to fund your account(s). We are not affiliated with any of the payment method providers.
- 1.9. You must request withdrawals using the same payment method that you used for deposits.
- 1.10. Available payment methods may change at any time. The terms of using payment methods may also change. It is your responsibility to remain informed about 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 different currencies in your Wallet. 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 selected currency in your Wallet.
- 1.14. You can transfer money between your Wallet and your trading accounts.

- 1.15. Your portfolio value, displayed in USD, is an estimate only. It represents the sum of your Wallet balance and the current market value of your open positions, converted into USD at the prevailing market rate.
- 1.16. 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.
- 1.17. You must never take loans to fund your account.
- 1.18. You must comply with any currency, exchange, or capital controls in your home jurisdictions.
- 1.19. 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:
 - 1.19.1. Cross-chain transactions (sending cryptocurrency to an incorrect blockchain);
 - 1.19.2. Wrong network transactions (using an incompatible network for transactions);
 - 1.19.3. Smart contracts selection (mistakes in choosing or using smart contracts); or
 - 1.19.4. 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. In the event of a cross-chain deposit, we reserve the right to charge a recovery fee should we choose to attempt to recover the funds. It is your responsibility to carefully check all transaction details before making a cryptocurrency transfer.

- 1.20. Cryptocurrency withdrawals may come with fees that can change due to network conditions at the time.
- 1.21. Delays in reflecting deposits or withdrawals in your account may occur due to technical issues or other unforeseen circumstances for which we are not liable. If you experience any delays or encounter technical problems, please feel free to contact our support team via live chat for assistance.
- 1.22. You acknowledge that, for withdrawals made via card or bank transfer, the time it takes for the funds to appear in your account will depend on your bank's processing times. For cryptocurrency withdrawals, the time it takes for the funds to reflect in your wallet will depend on the processing times of the relevant blockchain.

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 <u>live chat</u> 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.

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