

Business partners' terms and conditions

# Payment agents

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### **Payment agents**

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 of use for our business partners.

#### 1. Provision of services

- 1.1. You may only provide your services (the "Provided Services") to any of our clients who resides within the same jurisdiction where you operate, wants to deposit or withdraw money through your Provided Services, and wants to use payment methods that are not among the options listed on our website.
- 1.2. When a client deposits funds with us through the Provided Services, the process must take place in accordance with the following steps:
  - 1.2.1. The client deposits funds with you, using e-payments or bank wire transfers.
  - 1.2.2. You receive the deposited amount and make an equal deposit of funds into your payment agent account.
  - 1.2.3. You transfer the deposited amount from your payment agent account to client's Deriv account.
- 1.3. When a client makes a withdrawal through the Provided Services, the process must take place in accordance with the following steps:
  - 1.3.1. The client requests a withdrawal of funds from his or her Deriv account.
  - 1.3.2. 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.
  - 1.3.3. You transfer the requested withdrawal amount to the client.
- 1.4. If any dispute or potential dispute is caused by any such deposits or withdrawals or arises in connection to them, we shall not be liable to you, the client, or any other person.
- 1.5. You are prohibited from offering the Provided Services to clients who live in the Restricted Countries listed in General terms of use. We reserve the right to update the list of Restricted Countries.

#### 2. Onboarding policy

- 2.1. You understand that in your application, you should include the following information:
  - 2.1.1. Name, email address, and contact number
  - 2.1.2. Website URL (if applicable)
  - 2.1.3. A list of accepted payment methods
  - 2.1.4. The commissions to be charged on deposits and withdrawals
  - 2.1.5. Any other information we request from time to time

This information shall be submitted to <u>partners@deriv.com</u>.

- 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 payment agent status if you do not satisfy the 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, 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. If you have not been asked to meet a minimum account balance requirement upon applying to become our payment agent, you will receive a 30-day notice to ensure your payment agent account balance meets the minimum balance requirement for your country of residence. You may not use credit or debit cards or Deriv P2P to top up your account for the purpose of meeting the minimum balance requirement. We reserve the right to withdraw your payment agent status if you do not meet this requirement within 30 days.
- 3.5. 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.
- 3.6. 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 under Provision of services above) are transferred to the correct Deriv account for that client.
- 3.7. You may not make withdrawals from your payment agent account or via DP2P 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.

