



Terms and conditions

# **Supplementary terms**

Binary (IOM) Ltd

Version 4.0.0

Last updated 28/02/2020

# Table of contents

1. Introduction	3
2. Complaints and disputes	3
3. Protection of your funds	3
4. Know Your Customer	3
5. Trading risks and liabilities	3
6. Security and privacy	4

## 1. Introduction

- 1.1. These supplementary terms and conditions, which may change from time to time, apply to all clients who have an account with Binary (IOM) Ltd and are part of our standard terms of use (the “Terms”).
- 1.2. If there are any inconsistencies or deviations between these supplementary terms and conditions and the rest of the documents on our [Terms and conditions](#) page, these supplementary terms and conditions shall prevail. If any material changes to any of these terms and conditions are made, you will be notified and have the opportunity to either accept or reject the new terms and conditions.
- 1.3. Please note that DTrader and DBot in Binary (IOM) Ltd only offer synthetic products.

## 2. Complaints and disputes

- 2.1. If you would like to file a complaint about our service, 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.
- 2.2. If your complaint relates to our data processing practices, you can submit a formal complaint to your local supervisory authority on data processing practices.
- 2.3. If you have made a complaint to us and you are unsatisfied with our response, you can submit your dispute to the [Independent Betting Adjudication Service \(IBAS\)](#), an Alternative Dispute Resolution (ADR) entity, by filling the [IBAS adjudication form](#). Please note that IBAS deals with disputes that result from transactions.

## 3. Protection of your funds

- 3.1. We have a loan agreement between us and our parent company so that in the event of insolvency, we are able to meet our obligations to our clients. This loan will always, at minimum, cover the client liabilities.
- 3.2. We follow the [Gambling Commission](#)’s requirements for the segregation of customer funds at medium level protection. To learn more, please refer to [How gambling businesses protect your money](#) on the Gambling Commission website.

## 4. Know Your Customer

- 4.1. To use a demo account, you must provide us with proof of identity (POI) to verify your age.
- 4.2. When you register for a real account, you need to provide proof of address (POA) to authenticate and make use of your account.
- 4.3. We monitor your account to ensure you are protected from gambling-associated risks. We are legally obliged to do so under our social responsibility policy.

## 5. Trading risks and liabilities

- 5.1. Gambling debts are enforceable according to the laws in the Isle of Man.
- 5.2. A reality check alert at certain intervals will be displayed even when you are using the trading robots that you have built on DBot to automate your trading. The alert will suspend the trade and will require your confirmation to end the session or return to the trade.
- 5.3. Due to our obligations under the responsible trading policy, we reserve the right to assess and safeguard your account by setting limits to your trading activity as deemed proportionate and necessary for your protection and

terminate our business relationship with you if necessary. Please visit our [Responsible trading](#) page for more information.

## 6. Security and privacy

### 6.1. General

We operate in full compliance with the General Data Protection Regulation (GDPR) and other applicable data protection laws. These regulatory measures oblige us to use your personal data according to the principles of fair and lawful information processing.

### 6.2. Profiling and categorisation

We reserve the right to use the data that we collect from you to profile you in relation to our products. We do this manually with the assistance of automated processing. In this way, we shall be able to provide you with the most appropriate products and services.

### 6.3. Transfer of data

- 6.3.1. We may need to transfer your personal data to any of our business associates or payment providers within or outside of the EEA, including countries that might not offer an equivalent level of protection of personal data, for the purpose of processing by third parties.
- 6.3.2. We may also transfer your data to third parties outside the EEA for content delivery services, for customer relationship management services, and for communication and marketing services.
- 6.3.3. In all instances, we take all reasonably necessary steps to ensure your personal data is treated securely and in accordance with this privacy policy. These steps may include placing a contractual obligation on such third parties or ensuring the parties receiving your data are certified under an approved certification mechanism such as the [Privacy Shield framework](#).

### 6.4. Access to personal data

If a law or regulation or the order of a court of competent jurisdiction or a governmental agency requires us to disclose your personal information, we shall promptly notify you, as deemed appropriate, to give you the opportunity to seek protection for the information. We shall do so unless legally prohibited. Such required disclosure shall not be interpreted as a breach of these terms and conditions.

### 6.5. Data retention

If you choose to close your Deriv account, your data will be kept only until our legal and regulatory obligations on data retention are met. We shall delete your data when the applicable retention period expires. The criteria we use for determining the retention period for your personal data will be any regulatory requirements, legal obligations, or guidance provided by regulatory bodies.

### 6.6. Your rights

- 6.6.1. Subject to certain limitations, you have the right to request a copy of your information, rectify and correct any mistakes in your personal data, restrict or object to us processing your personal data, have us transfer a copy of your information, or delete your personal information, as long as such actions do not breach any legal or regulatory obligations that we may have.
- 6.6.2. You can request this from us by emailing our data protection officer directly at [dpo@deriv.com](mailto:dpo@deriv.com) or using the contact details on our [Contact us](#) page.
- 6.6.3. If you are not satisfied with the outcome of our internal complaints procedure, or if you consider that your complaint has not been handled correctly, you may lodge a complaint to your lead supervisory authority on data processing practices.

### 6.7. Marketing

- 6.7.1. You have the right to opt out of receiving marketing materials from us. This can be done by either not providing your consent to receiving marketing materials in the first place or revoking it at any point during the service. In both cases, we shall not send marketing materials to you.

