

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 provide your services to those of our clients who want to deposit and/or withdraw money through you and want to use payment methods that are different from the options listed on our website, including some e-wallet or e-payment methods (collectively called "e-payments"), some local currencies, or some local bank wire transfers.
- 1.2. When a client makes deposits through you, the process must take place in accordance with the following steps:
  - 1.2.1. The client makes a deposit to you, using e-payments or bank wire transfers.
  - 1.2.2. You receive the deposited amount and make an equal deposit into your Deriv account.
  - 1.2.3. You transfer the deposited amount from your Deriv account to the client's Deriv account.
- 1.3. When a client makes a withdrawal through you, the process must take place in accordance with the following steps:
  - 1.3.1. The client requests a withdrawal from his or her Deriv account.
  - 1.3.2. The requested sum is transferred automatically from the client's Deriv account into your Deriv 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 amount to the client.
- 1.4. If any dispute or potential dispute is caused by such deposits or withdrawals or in connection to them, we shall not be liable to you, the client, or any other person.
- 1.5. The Terms prohibit you from offering your services to clients who live in the Restricted Countries listed in General terms and conditions (the list might change from time to time).

#### 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 that we request

This information shall be submitted to *vip@deriv.com*.

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).

#### 3. Your obligations

- 3.1. You shall perform due diligence on your clients. We shall be able to ask you at any time to provide all information and documentation related to your clients, so we can take the necessary steps for our AML compliance.
- 3.2. You shall be careful that the funds deposited to your Deriv account in relation to deposits or withdrawals (as described under Provision of services) that a client makes through you are transferred to the correct Deriv account for that client.

#### 4. Events of default

4.1. If a third party who legally wants or proposes liquidation, reorganisation, restructuring, an arrangement or composition, or a freeze or moratorium related to you or your debts involuntarily starts a proceeding against you, it is considered an event of default. If such an event takes place, we may terminate the business relationship between you and us immediately without notice or your consent.

