

Terms and conditions

Additional terms

Deriv (Mauritius) Ltd

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Additional terms - Deriv (Mauritius) Ltd

This document 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 additional terms shall have the meaning given to them in the General Terms.

1. Introduction

- 1.1. These additional terms apply to all clients who have an account with Deriv (Mauritius) Ltd.
- 1.2. If there are any inconsistencies or deviations between these additional terms and/or any other documents forming part of the Agreement, these additional terms shall prevail in respect of your account with Deriv (Mauritius) Ltd.
- 1.3. Deriv (Mauritius) Ltd is licensed as an Investment Dealer (Full Service Dealer, excluding Underwriting) pursuant to section 29 of the Securities Act 2005, Rules 4 of the Securities (Licensing) Rules 2007 and the Financial Services (Consolidated Licensing and Fees) Rules 2008. It is authorised and regulated by the Financial Services Commission, Mauritius.

2. Complaints

- 2.1. If you would like to file a complaint about our Services, you can send the details related to your complaint to us at complaints@deriv.com. We shall acknowledge the receipt of your complaint via email, investigate your complaint, and aim to send you a final response within fifteen (15) business days from the date on which the complaint is received. For more information, please read our [Complaints Policy page](#).
- 2.2. Financial commission
 - 2.2.1. If we have not resolved your complaint to your satisfaction, you can escalate your complaint to the Financial Commission. In that case, your complaint will go through the following procedure:
 - 2.2.1.1. Initial phase
 - 2.2.1.1.1. You will be able to file a complaint with the Financial Commission only if you are not satisfied with our decision or if the decision was not made within 15 business days.
 - 2.2.1.1.2. You may file a complaint with the Financial Commission up to 45 days after the incident.
 - 2.2.1.1.3. The Financial Commission has 5 days to acknowledge that your complaint has been received and 14 days to answer the complaint through its Internal Dispute Resolution (IDR) procedure.
 - 2.2.1.2. Investigation phase
 - 2.2.1.2.1. The Financial Commission will investigate the validity of the complaint within 5 business days.

2.2.1.2.2. The Head of the Dispute Resolution Committee ("DRC") will contact both you and us within 5 business days to obtain all necessary information and see if there is a chance to settle the complaint during the investigation phase.

2.2.1.2.3. If no settlement opportunity can be found, the complaint will proceed to the determination phase to be handled by the DRC.

2.2.1.3. Determination phase

2.2.1.3.1. The DRC will make a decision on the complaint (please note that the DRC mentions no timeframe for announcing its decision).

2.2.1.3.2. The DRC may request additional information from you or us, who must then provide the requested information within 7 days.

2.2.1.4. Awards and orders

2.2.1.4.1. The decisions made by the DRC are binding on us. DRC decisions are binding on you only if you accept them.

2.2.1.4.2. If you agree with a DRC decision, you will need to accept it within 14 days. If you do not respond to the DRC decision within 14 days, the complaint is considered closed.

2.2.1.4.3. We must award the settlement within 28 days of when the decision is reached.

2.2.1.4.4. If the decision is made in our favour, you must provide a release for us within 7 days of when the decision is made, and the complaint will be considered closed.

3. Order execution

3.1. In providing our Services, we may execute orders on behalf of clients or we may deal with our clients on our own account.

3.2. If we execute orders on behalf of clients, we deal as a principal with our client and, at the same time, on the same terms, enter into a transaction as a principal with a counterparty (usually a liquidity provider). This means that we place ourselves between a buyer and a seller in such a way that we do not make any profit or loss, other than a previously disclosed fee or charge for the transaction. If we place a client order with a liquidity provider, it remains our responsibility to obtain best execution for the client on a consistent basis, which we achieve through the selection and ongoing monitoring of liquidity providers.

3.3. If we deal on our own account, this means we also deal as a principal with our client, but we do not enter into any further transactions with another counterparty. In order to assess if the duty of best execution applies in this scenario, we consider the following factors:

3.3.1. If Deriv initiates the transaction with the client (in which case it is more likely the client is relying on Deriv to protect their interests), or if it is the client who approaches Deriv first (in which case it is less likely this reliance will exist);

3.3.2. Questions of market practice and whether it is legitimate for clients to rely on Deriv;

3.3.3. The transparency of a market: clients are more likely to rely on Deriv in relation to pricing in markets where clients do not have easy access to prices; and

- 3.3.4. The information provided by Deriv about our services and the terms of the agreement between Deriv and the client.

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