

Terms and conditions

# General terms of use

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# General terms of use

This document sets out the general terms and conditions that apply to your use of our products and services. We recommend that you print a copy for your records.

## 1. Introduction

- 1.1. Your contracting party is the entity with which your account is registered (“**Deriv**”), which may be one of the following:
  - 1.1.1. Deriv (BVI) Ltd, a company incorporated in the British Virgin Islands, with company number 1841206;
  - 1.1.2. Deriv (FX) Ltd, a company incorporated in Labuan, Malaysia, with company number LL13394;
  - 1.1.3. Deriv (SVG) LLC, a company incorporated in Saint Vincent and the Grenadines, with company number 273 LLC 2020; or
  - 1.1.4. Deriv (V) Ltd, a company incorporated in Vanuatu, with company number 14556.

The terms “we”, “us”, and “our” refer to Deriv. You can find regulatory information on our [Regulatory Information](#) page. We provide services that allow you to trade certain financial instruments (the “**Services**”).
- 1.2. These General Terms of Use, together with the Trading Terms, the Funds and Transfers Terms, the Risk Disclosure, and the Additional Terms that apply to the entity with which your account is registered, each of which is available [here](#), form the agreement between you and Deriv (collectively, the “**Agreement**”). You expressly agree to the terms of the Agreement, and we agree to your access to and use of our Services (as further described in Clause 2 below). In the event of any conflict between these General Terms of Use and the Trading Terms, the Funds and Transfers Terms, the Risk Disclosure, and the applicable Additional Terms, the following order of precedence will apply: (i) the Additional Terms; (ii) these General Terms of Use; (iii) the Trading Terms; (iv) the Funds and Transfers Terms; and (v) the Risk Disclosure.
- 1.3. You are responsible for checking our website periodically to review the current version of the Agreement. We reserve the right to amend the Agreement, as permitted by law, without notice, and it is your responsibility to check our website for the latest version of the Agreement. The amended Agreement shall become valid once it is published on <https://deriv.com/> (the “**Website**”). If we make material changes to the Agreement, we will notify you. If you reject any variation in the Agreement, you must discontinue your use of our Website and Services, and we will terminate this Agreement in accordance with Clause 13. Your continued use of the Website and Services will constitute acceptance of the variation.
- 1.4. Terms used in this Agreement, such as “including” or “for example”, are not words of limitation and shall be interpreted as followed by the words “without limitation”. The headings in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- 1.5. This Agreement may be available in several languages, and in each case, we have sought to provide a faithful translation from the English version. In the event of any difference in meaning between the English version and any other language version, the English version shall prevail.

## 2. Product offering

- 2.1. We provide our Services via Deriv-branded trading platforms available on the Website (the “**Trading Platforms**”), where you may be able to trade:
  - 2.1.1. If you have an account with Deriv (BVI) Ltd, contracts for difference (“**CFDs**”) on financial instruments and derived indices via Deriv MT5;
  - 2.1.2. If you have an account with Deriv (FX) Ltd, CFDs on financial instruments via Deriv MT5;
  - 2.1.3. If you have an account with Deriv (SVG) LLC:
    - 2.1.3.1. Options and multipliers on financial instruments and derived indices via Deriv Trader;
    - 2.1.3.2. CFDs on financial instruments and derived indices via Deriv MT5;
    - 2.1.3.3. Swap-free CFDs on financial instruments and derived indices via Deriv MT5;
    - 2.1.3.4. CFDs on financial instruments and derived indices via Deriv X; and
    - 2.1.3.5. CFDs on financial instruments and derived indices via Deriv cTrader.
  - 2.1.4. If you have an account with Deriv (V) Ltd:
    - 2.1.4.1. CFDs on financial instruments and derived indices via Deriv MT5; and
    - 2.1.4.2. CFDs on financial instruments via Deriv X.
  - 2.1.5. The particular financial instruments and derived indices available on each Trading Platform may vary and are subject to change from time to time.
- 2.2. Our Services are offered on a non-face-to-face basis, and our communication is done through our Website, emails, and other electronic correspondence.
- 2.3. Our Services are offered on an execution-only basis. This means that you will be responsible for making your own investment decisions and actions when transmitting your transaction orders through the Website. We will execute any specific instructions from you, and we will not be required to ensure that the transactions are suitable or appropriate for you.
- 2.4. CFD trading does not give you any right to the underlying instrument of your trade, which means that you will not have any interest in, or the right to purchase, any underlying shares in relation to these underlying instruments since CFDs represent a notional value only.
- 2.5. We reserve the exclusive right to determine the scope, availability, and nature of the services and products we offer you.
- 2.6. We only provide our Services to residents of certain countries due to legal and regulatory restrictions and our internal policies. We may change this list of countries from time to time.
- 2.7. We may choose to introduce, modify, or discontinue services and products for any reason, including reasons related to regulatory compliance, operational efficiency, or strategic considerations. In any such circumstances, we will make reasonable efforts to notify you and provide you with guidance on account management.
- 2.8. The entity with which you can have an account depends on your country of residence and the products you wish to trade.

### 3. Access to our services

- 3.1. To open a Deriv account and use our Services, you need to meet all of the following conditions, and you make the following representations to us:
  - 3.1.1. You have read the Agreement in full and have understood that you will be buying and selling trades subject to this Agreement (including, for the avoidance of doubt, the risks described in the [Risk Disclosure](#));
  - 3.1.2. You have read our [Security and Privacy Policy](#) and are aware of how we process personal data;
  - 3.1.3. You are acting only for your own benefit and not for any other person or on behalf of anyone else;
  - 3.1.4. You are 18 years of age or older; and
  - 3.1.5. You are not a resident of a country in which we do not offer our services (see Clause 2.6).
- 3.2. Subject to the terms of this Agreement and provided that we accept you as a client, we hereby grant you a licence to use the Trading Platforms solely for your personal use and benefit. To the extent that third-party software is included within the Trading Platforms, you shall comply with the terms of any third-party software licences provided to you from time to time.
- 3.3. If you decide to use or download third-party software on which our Services are accessible (in particular, MT5), you agree to adhere to the terms and conditions set out in this Agreement. You acknowledge that you will not be able to place orders until we accept you as a client.
- 3.4. If you have a Deriv cTrader account, you agree to adhere to [these terms](#).
- 3.5. If you have a Deriv X account, you agree to adhere to [these terms](#).
- 3.6. You are responsible for ensuring that your account credentials remain confidential and that they are not used by any person other than you. You shall notify us immediately if you become aware that your account credentials have been compromised or your account has been used by anyone other than yourself. If we believe there has been a security breach, we may require you to change your account credentials.
- 3.7. You must not give or offer to give access to capital or funds for third parties to trade with us. You must not use the services of any third party that offers to provide funded accounts for you to trade on our Trading Platforms.

### 4. Know Your Customer

- 4.1. General
  - 4.1.1. You agree to provide us with true, complete and accurate information and documentation during registration, including your name, permanent residential address, date of birth, place of birth, country of residence, contact number, and email address.
  - 4.1.2. We have the right to conduct due diligence on you, which includes collecting certain information and verifying your identity and permanent residential address through documents. To verify your identity, you will usually need to provide us with the following documents or uploads:
    - 4.1.2.1. A selfie;

- 4.1.2.2. A clear, coloured copy of a valid, non-expired government-issued ID, such as a passport, driver's licence, or an ID card;
- 4.1.2.3. Proof of address, which is a formal document that includes your residential address. Acceptable documents may include a copy of your bank statement, electricity bill, water or gas bill, council tax bill, tax letter, landline phone bill (mobile phone bills are not accepted), television services bill, home internet bill, or local authority waste disposal bill. The bill must display your full name and address. It is important to note that the utility bill should not be older than twelve (12) months, and the details on the bill must match the personal information you provided when opening an account with us; and
- 4.1.2.4. Proof of wealth: a formal document that shows your source of funds, for example, your payslip or bank statement.
- 4.1.3. We reserve the right to exercise absolute discretion in deciding whether or not to accept your application to open a trading account with us. We are not obligated to provide any reasons for our decision to reject your application.
- 4.1.4. After you are onboarded as a client, you agree to provide any information or documentation we request within the timeframe we set. If any of your KYC documentation expires, we have the right to request additional non-expired KYC documentation and you agree to provide this to us. We reserve the right to restrict payments and/or decline our Services to you if the requested information and/or documentation is not provided in a timely manner.
- 4.1.5. Only you, as the account holder, can deposit or withdraw funds to or from the account. You agree to provide us with evidence that an account or payment method belongs to you if we request this.
- 4.1.6. You agree to allow your information to be disclosed to third parties for the purposes of KYC and any other checks.
- 4.2. Tax
  - 4.2.1. We may collect basic information regarding your tax status for the purposes of meeting our obligations under legislation relating to the Common Reporting Standard (CRS), the Foreign Account Tax Compliance Act (FATCA), and any other applicable tax reporting legislation. This means we will require you to provide us with personally identifiable information, including your tax identification number, the countries where you are a tax resident, confirmation of whether you are a US citizen or whether or not your place of birth is in the US, and/or any other information which will be required under the applicable laws.
  - 4.2.2. The tax information that you may provide will only be disclosed to the authorities who are legally obligated to collect this information for tax reporting. We shall disclose your tax information to them only to the extent that we are legally obligated to. We do not use, disclose, or process this information in any other way at any time.
  - 4.2.3. You shall inform us without any undue delay of any change to your residency, citizenship status, names, address, or any other changes surrounding your profile during the term of this Agreement.
  - 4.2.4. You are entirely responsible for your tax affairs, including any applicable returns and complying with any applicable laws and regulations. We do not provide any advice on taxation and/or your personal tax position. We will not accept any liability for any adverse tax consequences arising from the use of the Services as provided by Deriv.

#### 4.3. Fraud

- 4.3.1. We reserve the right to block or withhold the funds in your account, rescind any profits, suspend your account, terminate this Agreement without notice, and/or cancel any request for a deposit, withdrawal, or refund of your funds if we know or have reason to believe that any fraud has taken or will take place, including if one or more of the following cases is true:
  - 4.3.1.1. Your account was opened under a false or fictitious name;
  - 4.3.1.2. You have submitted fraudulent or tampered document(s); or
  - 4.3.1.3. You have opened more than one Deriv account.
- 4.3.2. We may use the personal information that you provide to conduct anti-fraud checks.
- 4.3.3. The personal information that you provide may be disclosed to identity verification, credit reference, or fraud prevention agencies, which may keep a record of that information.
- 4.3.4. You must provide us with up-to-date, accurate, and complete information and documentation. If these appear to be outdated, inaccurate, or incomplete, we reserve the right to reject them or ask you to correct or verify any details you have provided.
- 4.3.5. Your telephone conversations and/or electronic communications related to your use of the Services may be recorded. These recordings may be used for anti-fraud purposes in accordance with our [Security and Privacy Policy](#).

## 5. Compliance with laws

- 5.1. It is your responsibility as you access our Website and Services to make sure that you understand the relevant laws and regulations of your country and you must comply with all applicable laws and regulations. In some countries, we may not be permitted to offer our Services to you unless you have taken proactive steps to solicit information about them and requested to be provided with our products and services. Access to the Services and the offering of certain trades via our Services may also be restricted in some jurisdictions. It is your responsibility to know about the restrictions that apply in your country of residence and observe them. In continuing to access our Website and Services, you represent to us that you are doing so legally and that, where relevant, you have solicited information about our products and services and requested to be provided with them.

## 6. Our rights

- 6.1. We reserve the right to suspend, refuse, or cancel any of our Services, refuse or reverse any of your trades, ask you for a refund, and charge you deposit and/or withdrawal fees for any reason, including the following:
  - 6.1.1. If we believe that your activity on our Website or Services may be illegal in your country or state or that it may breach any laws, regulations, instruments, ordinances, or rules, including those that govern any exchange, financial market, or financial regulatory environment;
  - 6.1.2. If we reasonably believe you have made or are making any false or misleading representation to us; or

- 6.1.3. Any instance where legal authorities, law enforcement agencies or regulators contact us to request we cease offering our Services to you.
- 6.2. In the event of any error on our Website or Trading Platforms (including any payment-related errors from our payment services providers), we reserve the right to take any action necessary to rectify the error, including correcting any inaccuracies, temporary or permanent suspension of access to the relevant products, modification, replacement or refund of funds, or refusing or reversing a trade.
- 6.3. If you become aware of any error within a report or statement we provide to you, such as any amounts erroneously credited to your account, you shall immediately inform us, and you are responsible for returning these amounts to us. If we become aware of such an occurrence, you hereby authorise us to correct the error by amending the report or statement and, if applicable, treating this as a deficit balance. If you have used any funds that were credited to you erroneously, we may, without notice, close all or any of your open positions at such closing prices as we reasonably believe to be appropriate to recover such funds.
- 6.4. If your account for a Trading Platform is disabled for any reason (for example, your Deriv MT5 account), we reserve the right to close any pending positions at the then-current market price.
- 6.5. We shall be entitled to take any action that we consider necessary, at our sole discretion, to ensure compliance with applicable laws, rules, or regulations. These actions shall be binding on you and shall not render us liable.
- 6.6. If we determine that you have engaged in inappropriate behaviour, including the usage of offensive language, we reserve the right to restrict or suspend your account or terminate this Agreement without notice.
- 6.7. We have the right to ask you for information to verify that you are complying with this Agreement at any time. If you do not comply with our reasonable request for information, we may restrict or suspend your account, or terminate this Agreement without notice.
- 6.8. We may keep records, which include your personal data, trading information, and communications, due to our legal and regulatory obligations. Our records will serve as documentation of your use of the Services unless they are demonstrated to be incorrect. Upon your request, your records may be provided to you, although we are not responsible for any record-keeping obligations you may have. You acknowledge and agree that we may use our records as evidence in any legal or regulatory proceedings.

## **7. Market abuse and prohibited behaviour**

- 7.1. You agree that you will not enter into any transactions which fall within the definition of market abuse under applicable laws.
- 7.2. You shall not:
  - 7.2.1. Trade if you are in possession of insider information or have insider knowledge relating to any financial market, issuer, or instrument;
  - 7.2.2. Trade if you are attempting or have attempted to manipulate the market for any financial instrument;
  - 7.2.3. Trade in a way that violates any laws, regulations, instruments, or ordinances, including those that govern the operation of any exchange, financial market, or financial regulatory environment;
  - 7.2.4. Act in an abusive or dishonest manner in respect of our Website, Trading Platforms, or other products;
  - 7.2.5. Enter into trades which manipulate our products; or



7.2.6. Enter into trades aimed at exploiting errors in prices.

If we determine or suspect that you have breached this Clause 7.2, we may prohibit you from trading, reverse any affected trades, close any open positions, block withdrawals, refund the money you have deposited, retain any funds you may have accumulated, or take any other measures we deem reasonably necessary.

## 8. Negative balance protection

8.1. Depending on your account type, negative balance protection may apply to you. Negative balance protection means the limit of your aggregate liability for trades to the amount available in your Deriv account. We offer negative balance protection to protect you against adverse movements in your trades, which would result in you owing money to Deriv because prices have moved against you since you first opened them. Negative balance protection considers your aggregate liability on all open trades and not per trade.

8.2. The provisions of negative balance protection do not apply in the following situations:

8.2.1. When you open a trade that is considered prohibited; or

8.2.2. When a negative balance results from your breach of this Agreement.

## 9. Dormant accounts

9.1. If your account has not recorded any transactions for a period greater than twelve (12) months, it will be considered a dormant account, and we reserve the right to charge you a dormant fee of up to USD/EUR/GBP/AUD twenty-five (25) or the equivalent of USD twenty-five (25) in any other currency as calculated in accordance with the current exchange rate published by XE or any other recognised data provider as at the date the dormant fee is charged. We reserve the right to charge you a dormant fee for every period of six (6) months that your account remains dormant.

9.2. If your account has been locked or suspended and has not recorded any transactions for a period of twelve (12) months or more, we reserve the right to rescind your account funds.

9.3. If your account has been inactive for thirty (30) days with an account balance of one (1) USD/EUR/GBP/AUD or less, we reserve the right to rescind your account funds.

9.4. If your account is closed or blocked, you must contact our [Help Centre](#) to recover funds from your account. If your account is dormant, you can still make withdrawals.

9.5. Dormant Deriv MT5 accounts

9.5.1. We have the right to delete your Deriv MT5 demo account after thirty (30) days of inactivity.

9.5.2. We have the right to archive your Deriv MT5 real account after thirty (30) days of inactivity. Any funds in your archived Deriv MT5 account will be transferred to your deriv.com account.

## 10. Third-party relationships

- 10.1. You may be introduced to us by one of our affiliates. You acknowledge that we do not authorise our affiliates to make any contract, agreement, or warranty on our behalf. In particular, affiliates do not have the authority to collect any money from you, to offer any guarantees against losses, to offer investment services, or to offer any advice in our name.

## 11. Warranties and indemnities

- 11.1. You warrant and represent to be fully and personally responsible for settling every transaction into which you enter through your account with us.
- 11.2. You warrant and represent to us that you alone control access to your account and that no minors or any other third parties are granted access to your account.
- 11.3. You remain fully liable for any and all positions traded on your account and for any credit card or other transactions entered into through the Website for your account. You agree to indemnify us against any and all costs and losses of any kind whatsoever that we may incur as a direct or indirect result of your failure to perform or settle any such transaction entered into through the Website or Trading Platforms.
- 11.4. You are responsible for compensating us for any costs and losses that we might incur or bear as a result of your failure to comply with any of your obligations set out in this Agreement. This includes indemnifying us against any costs that arise through the enforcement of any of our rights under this Agreement.
- 11.5. We specifically and expressly disclaim any and all warranties or representations, express or implied, statutory or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement, relating to the Services, Website, and Trading Platforms.
- 11.6. We provide our Services, Website, and Trading Platforms on an “as is” and “as available” basis and give no warranty that they will be free of errors, that any errors will be corrected, or that they are free of any third-party interferences such as hackers or any other harmful components that arise outside of our control.
- 11.7. We make no claims that our Services, Website, and Trading Platforms will be available on an uninterrupted basis or that an error-free service will be provided. Subject to Clause 12.1., we will not be liable for the consequences of any such errors or interruptions.

## 12. Liability

- 12.1. Nothing in this Agreement shall limit or exclude our liability for anything which cannot be limited or excluded by applicable law.
- 12.2. Subject to Clause 12.1, we shall not be liable to you in contract, tort, or otherwise (including liability for negligence) for (a) any loss of business, revenue, profits, or anticipated savings; (b) any wasted expenditure, corruption, or destruction of data; (c) any loss of goodwill or reputation; (d) for any indirect or consequential loss; or (e) the acts or omissions of any third party, in each case arising directly or indirectly in connection with this Agreement.
- 12.3. Subject to Clauses 12.1 and 12.2, we may be liable for your losses only to the extent that these losses are due to our gross negligence, wilful default, and/or fraud, and our aggregate liability to you in respect of all claims arising

out of or in connection with this Agreement (including as a result of breach of contract, tort, negligence, under statute, or otherwise) will be limited to the aggregate amount of the deposits less withdrawals on your Deriv account on the date that the cause of action accrued.

- 12.4. Subject to Clause 12.1, in the event that we provide information, news, market commentary or research on our Website or in any communications, including newsletters, whilst we take reasonable measures to ensure the accuracy of this information, we shall not be liable for any losses (whether direct or indirect, or whether arising as a result of breach of contract, tort, negligence, under statute, or otherwise) suffered by you arising from any inaccuracy or mistake in the information given or as a result of you taking or not taking any action based on this information. If you want to use this information to help you with your own investment decisions, you do this at your own risk.

## 13. Termination

- 13.1. You may terminate this Agreement at any time by giving us notice (in accordance with Clause 16). After you give us notice, you should close out any open trades as soon as reasonably practicable and, in any event, within twenty-one (21) days, after which we reserve the right to close your trades on your behalf (at the then-current market price) before permanently closing your Deriv account.
- 13.2. We may terminate this Agreement and close your Deriv account at any time by giving you twenty-one (21) days' notice (in accordance with Clause 16). After we give you notice, we will not accept any new instructions from you. You should close any open positions within twenty-one (21) days of the date of the notice, after which we reserve the right to close your trades on your behalf (at the then-current market price) before permanently closing your Deriv account.
- 13.3. We may terminate this Agreement and close your account at any time without prior notice:
- 13.3.1. If you become incapable of paying your debts when they fall due or become bankrupt or insolvent, as defined under any applicable bankruptcy or insolvency law;
  - 13.3.2. If a receiver, examiner, or administrator is appointed for the whole or any part of your business or assets or you are struck off the registrar of companies in the jurisdiction where you are incorporated or an order is made or a resolution passed for winding up;
  - 13.3.3. If you materially breach any term of this Agreement;
  - 13.3.4. If you have made a material misrepresentation to us or any representation that you make to us is false or misleading in any material respect at the time it is given;
  - 13.3.5. If you fail to provide any information requested by us pursuant to this Agreement;
  - 13.3.6. If we reasonably believe that there is a security or regulatory risk in continuing this Agreement with you;
  - 13.3.7. For reasons relating to our internal policies;
  - 13.3.8. If we are required to do so by applicable law or by a regulator;
  - 13.3.9. As set out in Clauses 4.3, 6.6, and 6.7 in these General Terms of Use; or
  - 13.3.10. As set out in the [Trading Terms](#), or the [Funds and Transfers Terms](#).

If we terminate this Agreement in accordance with this Clause 13.3, we reserve the right to close your trades on your behalf (at the then-current market price) before permanently closing your Deriv account.

- 13.4. Upon termination of this Agreement:
  - 13.4.1. We reserve the right to deduct from your account all outstanding amounts due to us;
  - 13.4.2. We will return to you without undue delay the net balance of any monies remaining on your Deriv account by forwarding the funds directly to your bank account or other verified payment method, unless we have a right to hold the funds under this Agreement or applicable laws (for example, if we suspect that the funds are the proceeds of crime; and
  - 13.4.3. You must immediately cease to use or have access to the Website, Services, and Trading Platforms, including any third-party software contained therein.
- 13.5. Termination of this Agreement is without prejudice to any obligation or right of any party which has accrued prior to the termination.
- 13.6. The following clauses shall survive termination of this Agreement: 1 (Introduction), 4 (Know your customer), 9 (Dormant accounts), 11 (Warranties and indemnities), 12 (Liability), 13 (Termination), 14 (Intellectual property rights), 15 (Force majeure events), 16 (Communication with us), 17 (Complaints), 18 (Governing law and jurisdiction) and 19 (Miscellaneous).

## 14. Intellectual property rights

- 14.1. You acknowledge that all intellectual property rights in the Website and Trading Platforms are owned by us, our affiliates or our licensors, including all related information, technology, and other materials, including all software, concepts, methodologies, techniques, models, templates, algorithms, trade secrets, processes, information, materials, source codes, structure, sequence, organisation, images, text, graphics, illustrations, data, and know-how contained therein, all modifications, alterations, updates, upgrades, enhancements, and derivative works thereof, and all related documentation and manuals.
- 14.2. You acknowledge that the intellectual property in and to our Website and Trading Platforms are licensed (not sold) to you solely pursuant to this Agreement, and that you have no other right, title, or interest in, or to, the intellectual property rights in the Website and Trading Platforms.
- 14.3. You shall not, in respect of the Website, Trading Platforms, any part thereof, and any third-party software contained therein:
  - 14.3.1. Reverse engineer, disassemble, or otherwise attempt to derive source code, except to the extent expressly permitted by law and with the exception of any code that is made publicly available on an open source basis;
  - 14.3.2. Copy, modify, or translate any of the material;
  - 14.3.3. Remove any proprietary notices;
  - 14.3.4. Circumvent any technical limitations or activate any features that are disabled; or
  - 14.3.5. Use these products for the purpose of developing features or functions that compete with them.
- 14.4. You acknowledge that the word “Deriv” and the “Deriv” logo are registered trademarks.
- 14.5. You must seek our prior written consent in order to copy and distribute our materials for non-commercial purposes, and we will only give our consent on the condition that each copy of the material remains intact.

- 14.6. To copy or redistribute our materials for commercial purposes or for compensation of any kind, you must (a) obtain our prior written permission and (b) make sure that all copies include the following notice in a clearly visible position: "Copyright Deriv 2024. All rights reserved".
- 14.7. Please note that if you contact us with any suggestions for modifications and improvements to our Website or Trading Platforms, we may make modifications based on your suggestions, but we are not required to do so. Any modifications or improvements made to the Website or Trading Platforms based on your feedback shall be our and our licensors' sole property.

## 15. Force majeure events

- 15.1. Force majeure events are events beyond the control of either of the parties and are not reasonably foreseen. They may include:
  - 15.1.1. Any war, state or governmental action, terrorism act, fire, strike, riot, civil unrest or industrial action;
  - 15.1.2. Natural disasters such as floods, tornadoes, earthquakes, and hurricanes;
  - 15.1.3. Public health emergencies of national or international concern, epidemics, or pandemics;
  - 15.1.4. The suspension, closure, or nationalisation of an exchange;
  - 15.1.5. Any act or regulation made by a government or supra-national body or authority which we (acting reasonably) believe prevents us from maintaining an orderly market or the imposition of limits or unusual terms by a government on any instrument and/or its derivative on our Trading Platforms;
  - 15.1.6. Technical failures in transmission, communication, or computer facilities, power failures, or electronic or equipment failures;
  - 15.1.7. The failure of any third party (including a supplier, liquidity provider, intermediate broker, agent, custodian, exchange, clearing house, or regulatory organisation) to perform its obligations or to provide its services to us;
  - 15.1.8. An event which significantly disrupts the market, including the premature closing of trading in a particular market;
  - 15.1.9. Excessive changes (whether existing or reasonably anticipated) to the price, supply, or demand of any product; or
  - 15.1.10. Other unforeseeable, unanticipated, and unpredicted events that are not dependent upon the will of the parties.
- 15.2. We shall not be liable for any delay or failure in the performance of any of our obligations pursuant to this Agreement to the extent that the same results from a force majeure event.
- 15.3. If we determine that a force majeure event exists, we may, without notice and at any time, acting reasonably, take one or more of the following steps:
  - 15.3.1. Alter the trading hours for any particular transaction;
  - 15.3.2. Decrease leverage;
  - 15.3.3. Alter your margin requirements, which may mean you are required to provide additional margin;

- 15.3.4. Limit the availability of instructions that you can give in respect of a trade;
  - 15.3.5. Void all open positions of affected instruments; or
  - 15.3.6. Close any or all of your open positions at a price which we (acting reasonably) appropriate.
- 15.4. If we take any of these measures, subject to Clause 12.1, we shall not be liable to you for any losses.

## 16. Communication with us

- 16.1. You can contact us via email or online chat. Contact details can be found on the [Contact Us](#) page of our Website.
- 16.2. We are committed to resolving your query in the quickest time possible and appreciate your patience in allowing us time to resolve the matter.
- 16.3. If we are unable to resolve your query or you feel our response is unsatisfactory, you may submit an official complaint to us by following the process described in Clause 17 (Complaints) below.
- 16.4. It is your responsibility to make sure that you are able to receive the emails we send you.
- 16.5. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been properly served, given, delivered, and received when delivered to the email address of the recipient. For the purposes of this clause, “**Business Days**” refers to business days in the jurisdiction in which we are incorporated (see Clause 1.1). Any notice sent by email shall be deemed to have been received on the next Business Day following the day on which it is sent. If the day on which notice is deemed to be received is not a Business Day, then the notice is deemed to have been received on the next Business Day.

## 17. Complaints

- 17.1. We are committed to ensuring that complaints are dealt with promptly and fairly.
- 17.2. If you would like to file a complaint about our Services, you can do so by sending the details and evidence related to your complaint to us at [complaints@deriv.com](mailto:complaints@deriv.com). We shall acknowledge the receipt of your complaint via email, investigate your complaint, and send you a final response within fifteen (15) days from the date on which the complaint is received. For more information, please read our [Complaints Policy](#) page.

## 18. Governing law and jurisdiction

- 18.1. This Agreement and any disputes arising from, in connection with, or relating to, the interpretation of this Agreement (including non-contractual disputes), shall be governed by the laws of the jurisdiction of your contracting party, as follows:
  - 18.1.1. Deriv (FX) Ltd: Labuan, Territory of Malaysia;
  - 18.1.2. Deriv (BVI) Ltd: British Virgin Islands;
  - 18.1.3. Deriv (V) Ltd: Vanuatu; or

18.1.4. Deriv (SVG) LLC: Saint Vincent and the Grenadines.

## **19. Miscellaneous**

- 19.1. This Agreement constitutes the entire agreement between you and us and supersedes all previous agreements, promises, assurances, and representations (whether written or oral) relating to their subject matter.
- 19.2. If any provision of this Agreement is found to be invalid or unenforceable by any court or administrative body of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- 19.3. If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 19.4. We may assign any or all of our rights under this Agreement to a third party.
- 19.5. You may not assign any or all of your rights under this Agreement to a third party without our prior written consent.

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