

Terms and conditions

Deriv Investments (Europe) Limited

# Supplementary terms

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## 1. Introduction

- 1.1. These supplementary terms and conditions, which may change from time to time, apply to all clients whose accounts are registered with Deriv Investments (Europe) Limited, W Business Centre, Level 3, Triq Dun Karm, Birkirkara BKR 9033, Malta, which is licensed in Malta and regulated by the Malta Financial Services Authority, Triq l-Imdina, Zone 1, Central Business District, Birkirkara CBD 1010, Malta, under the Investments Services Act and provides investment services in the European Union.
- 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 will be afforded the opportunity to either accept or reject the new terms and conditions.
- 1.3. We have the duty to disclose all the circumstances that are material to the products or services that we provide to our clients before and during the provision of such products and/or services. We are obliged to do so in accordance with our licensed activities.
- 1.4. In providing these services, Deriv Investments (Europe) Limited is bound by the Act, any applicable regulations, by-laws, licence conditions, guidelines, exchange requirements, and other provisions or market practices.
- 1.5. If you reject the new terms and conditions, we may close your account upon giving you 7 days' notice.

## 2. General queries

- 2.1. If you have an inquiry regarding your trading account with Deriv Investments (Europe) Limited, you can contact us through our [Help centre](#) or by chatting with a representative via [live chat](#).
- 2.2. We are committed to resolving your query in the quickest time possible and appreciate your patience in allowing us time to resolve the matter.
- 2.3. 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 the "Complaints" section below.

## 3. Complaints

- 3.1. If you would like to file a complaint about our service, you can do so by sending the details 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 15 days from the date on which the complaint is received. For more information, please read our [Complaints policy](#) page.
- 3.2. If we have not resolved your complaint to your satisfaction, you can escalate your complaint to the [Office of the Arbitrator for Financial Services](#). In that case, your complaint will go through the following procedure:
  - 3.2.1. The Arbitrator for Financial Services will determine whether the complaint can be accepted and is in accordance with the law.

- 3.2.2. If the complaint is accepted by the Arbiter, you will receive another email with further details relating to the payment of the €25 complaint fee and the processes that follow.

Please note that you may only file a complaint with the Arbiter for Financial Services if you are not satisfied with our decision or if our decision wasn't made within 15 business days of receiving your complaint.

## 4. Client categorisation

### 4.1. General

- 4.1.1. The level of protection that we offer you depends on which of the following three categories you belong to:

- 4.1.1.1. Retail clients
- 4.1.1.2. Professional clients
- 4.1.1.3. Eligible counterparties

These categories are explained in more detail below. You can always request to be put in a different category, and if your desired category matches your knowledge, experience, and risk tolerance, we will reclassify you.

- 4.1.2. Whichever category you belong to, you are required to provide us with accurate information and to advise us of any changes that are made to any information you provide so that we can act in your best interest. Failure to do so could have a negative effect on the service that we are able to offer you.

### 4.2. Retail clients

- 4.2.1. You hereby declare that you are dealing with us outside the scope of your economic or professional activity and that we will treat you as an individual retail client to comply with the European Market Infrastructure Regulation (EMIR) unless we inform you otherwise.
- 4.2.2. When you open a Deriv account, you will be classified as a retail client. We will send you reports to better inform you on the nature of different products, markets, and risks, as well as the costs of the transactions and services that we undertake on your behalf. You will be covered by the highest possible regulatory protection, but you will also get frequent risk warnings and appropriateness tests.
- 4.2.3. If you wish to be in a different category, please submit a request by going to the Personal details tab in your Profile settings. We will then need to establish whether you can make your own investment decisions and understand the risks involved. We reserve the right to accept or reject your request for a change of category.

### 4.3. Professional clients

- 4.3.1.1. As a professional client, your legal protection will be less than that of a retail client. You might consider submitting a request to be classified in this group if you feel comfortable with no longer receiving the following from us:
- 4.3.1.1.1. Appropriateness tests for your requested service or product
  - 4.3.1.1.2. Risk warnings related to transactions and investments

- 4.3.1.1.3. Educational materials
- 4.3.1.1.4. Our reports
- 4.3.1.1.5. Protection under the Investor Compensation Scheme

At any time that you wish to increase your legal protection, you can request to be reclassified from a professional client back to a retail client.

#### 4.3.2. Eligible counterparties

4.3.2.1. As an eligible counterparty, you will not receive the following from us:

- 4.3.2.1.1. Best execution requirements
- 4.3.2.1.2. Assessment of appropriateness of the requested service or product, as you acknowledge that you fully understand the risks involved in the requested investment services and products that we offer
- 4.3.2.1.3. Risk warnings and notices related to your transactions
- 4.3.2.1.4. Our reports

#### 4.3.3. Protection under the Investor Compensation Scheme

## 5. Safeguarding clients' monies

### 5.1. Segregation of clients' monies

5.1.1. We may hold your monies in a "client's bank account" opened with various credit institutions ("the credit institution"). We have adequate arrangements in place for handling, recording, accounting, identification, segregation, and control of your monies and their safe custody. Such monies shall at all times be separate and distinct from the monies pertaining to the Deriv company. You agree that we shall not be liable for any losses, costs, expenses, damages, or liabilities or prejudice arising from the acts of omissions from the credit institution or as a result of the insolvency of a credit institution, to the extent that we have exercised reasonable care in the selection of the credit institution.

### 5.2. Investor Compensation Scheme

5.2.1. If an investment firm that is licensed by the MFSA fails, the Investor Compensation Scheme is a rescue fund that offers conditional compensation to that firms' clients. We are a member of the Investor Compensation Scheme for the benefit of clients of Maltese investment firms. The maximum amount of compensation is the lesser of 90% of all claims or up to €20,000. Please note that if you have multiple accounts, you will still only be covered up to an aggregate level of €20,000.

## 6. Appropriateness test

6.1. When you register for a real account, we will also require you to provide us with information on your trading knowledge and experience.

- 6.2. We have a duty to assess your trading knowledge and experience, and we conduct a trading assessment to determine if a product or service matches your level of trading skill and risk awareness based on the information that you have given us. If the information provided is not sufficient or indicates that you do not have the required experience and risk awareness for the investment products offered, you will be informed of the fact on our website.

## 7. Security and privacy

### 7.1. General

- 7.1.1. 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, lawful, and transparent information processing.
- 7.1.2. Any processing of personal data undertaken by Deriv Investments (Europe) Limited will be in compliance with the present agreement and the terms of our [Security and privacy policy](#).

### 7.2. Profiling and categorisation

- 7.2.1. We reserve the right to use your data that we collect and assess 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.

### 7.3. Transfer of data

- 7.3.1. We may transfer relevant personal data to any company within Deriv Group of Companies where it is necessary for the performance of a contract with you related to our services.
- 7.3.2. We may need to transfer your personal data to any of our business associates or payment providers within or outside of the European Economic Area (EEA), including countries that might not offer an equivalent level of protection of personal data, for the purpose of processing by third parties.
- 7.3.3. 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.
- 7.3.4. In all instances, we take all reasonably necessary steps to ensure your personal data is treated securely and in accordance with this privacy policy and in compliance with any applicable data protection laws. These steps may include placing a contractual obligation on third parties or ensuring that third parties, including through the use of EU Standard Contractual Clauses, or ensuring that third parties receiving your data are certified under an approved certification mechanism.

### 7.4. Access to data

- 7.4.1. If a law or regulation or the order of a court of a competent jurisdiction or a governmental or law enforcement agency requires us to disclose your personal or financial information, we shall promptly notify you, as deemed appropriate, to give you the opportunity to seek protection for the information for which disclosure is sought unless we are legally prohibited from doing so. Any such disclosure shall not be interpreted as a breach of these terms and conditions.

7.5. Data retention

7.5.1. We keep your information for the whole duration of your subscription with us. 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 applicable regulatory requirements or legal obligations, including tax, financial, and anti-money laundering laws, or to establish or defend potential legal claims.

7.6. Your rights

7.6.1. You may find below a list of your legal rights regarding your personal data, not all of which may be applicable to you at any one time:

- 7.6.1.1. Right of access to your personal data: this enables you to request and receive a copy of all the personal data we hold about you.
- 7.6.1.2. Right of rectification: that is to request the correction of any personal data that we hold about you and are either inaccurate or incomplete.
- 7.6.1.3. Right to erasure: that is the right to obtain the erasure of your personal data, provided, among others, the personal data in question are no longer necessary in relation to the purpose for which they were collected.
- 7.6.1.4. Right to restriction and right to object: you have the right to restrict our processing activities or to object to the processing of your personal data.
- 7.6.1.5. Right to data portability: that is to request a copy of your personal data in a digital format and, where possible, ask us to transfer it to another company.

7.6.2. The right to erasure is not an absolute right. We have to comply with retention requirements set out on any applicable laws, including financial regulations and anti-money laundering laws.

7.6.3. You can make any of the requests set out in 7.6.1. above by emailing our data protection officer directly at [dpo@deriv.com](mailto:dpo@deriv.com) or by using the contact details on our [Contact us](#) page.

7.6.4. If you have a formal complaint about our data processing practices, you can submit a formal complaint to our data protection officer directly at [dpo@deriv.com](mailto:dpo@deriv.com).

7.7. Marketing

7.7.1. You have the right to opt out of receiving marketing materials from us. This can be done by revoking your consent at any point during the period that you hold an account with us, in which case, we shall not send any marketing materials to you.

7.7.2. You can unsubscribe from marketing communications in your [account settings](#) or by clicking the “Unsubscribe” link included in all our marketing communications.

- 7.7.2.1. If you choose to unsubscribe from our marketing communications, please note that you may still receive transactional or service-related emails. We will make every effort to minimise the frequency of these messages and ensure that they are necessary for the proper functioning of our services.

- 7.7.2.2. Please note that due to processing times, you may receive some marketing communications for a short period of time, even after you've requested to unsubscribe. Additionally, if a marketing communication is already in transit or being sent, you may still receive it.

If you are still receiving marketing communications from us after a reasonable time has passed, please don't hesitate to contact our customer support team.

## 8. Order execution policy

### 8.1. General

- 8.1.1. The venues that we use when executing orders on Deriv MT5 include the following:

- 8.1.1.1. GBE Brokers Ltd
- 8.1.1.2. Fondex Limited
- 8.1.1.3. Global Pop Liquidity Solutions Ltd
- 8.1.1.4. Exclusive Markets Ltd
- 8.1.1.5. GC Exchange Limited

We might change this list in order to achieve best execution.

- 8.1.2. We are the sole execution venue for all trades on DTrader and derived trades on Deriv MT5.
- 8.1.3. This policy, in conjunction with the terms set out under Order execution in [Trading terms](#), applies to you if you are classified as a retail or professional client. If you are an eligible counterparty, you fall outside the scope of this policy.
- 8.1.4. Our order execution policy includes a set of procedures that are designed to obtain the best possible execution result for you. To do so, in addition to the factors set out in the Order execution section in [Trading terms](#), we will also consider the size and nature of an order. If your orders do not exceed our exposure limits, your account limits, and the volume limits for the symbol and if you have enough balance in your account, your orders will generally be accepted. With every trade placed, we have systems in place that automatically carry out a large exposure check. In the event that the new total exposure result would be greater than or equal to 25% of the eligible capital, the trade will not be placed.
- 8.1.5. If we make any material changes to our order execution policy, we shall notify you.

### 8.2. Expert advisors

- 8.2.1. An “expert advisor” (“EA”) is a program run through a trading terminal that can automatically monitor and carry out trading without a trader’s direct involvement. Depending on the market conditions that an EA is programmed to track, certain factors will trigger alerts, notifications, and even trading actions once the EA is installed. EAs are programmed in MetaQuotes Language 5 (MQL5) to work with Deriv MT5. EAs only function in the desktop trading terminal and will not work on the mobile or web versions of the terminal.
- 8.2.2. Expert advisors can be programmed for:
- 8.2.2.1. Receiving alerts of a potential trading opportunity

- 8.2.2.2. Automatic execution of trades
- 8.2.2.3. Automatic adjustments of take profit and stop loss levels
- 8.2.2.4. Trailing stops
- 8.2.3. Expert advisors may automate trading, but it is best to understand the implemented strategies before using an EA. We encourage you to use due diligence when installing and using EAs. Please test it on a demo account first.
- 8.2.4. Please note that actual trading results may not match optimised or back-tested results.
- 8.2.5. All software is to be used at your own risk. We shall not be liable for any financial losses incurred using third-party software. We are not associated with developing the automated trading software or the expert advisors. They are developed and supported exclusively by third parties. We do not receive any form of financial or other benefits from permitting the use of expert advisors.
- 8.2.6. We do not accept any liability for any inconsistencies or results related to your utilisation of expert advisors on Deriv MT5. You are liable for your use of expert advisors and the trading activity that you conduct. We take a neutral position on your use of expert advisors.
- 8.2.7. All unforeseen openings or closings of positions initiated by expert advisors, whether relevant to system error or otherwise, are out of the scope of our responsibility; hence, we are not liable for such actions or results.

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