

Terms and conditions

# Risk disclosure

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# Risk disclosure

Here, you will find the terms and conditions that specifically deal with the risks you may be exposed to by using our online services as applicable to you (the “Risk Terms”).

## 1. General risks

- 1.1. The services offered on Deriv are only suitable for you if you can afford to bear the loss of all the money you invest through Deriv and if you understand and have experienced the risks involved in such trades. International currency or commodity prices are highly volatile and difficult to predict. Therefore, no trade purchased in our system can be considered a safe trade, irrespective of whether the payout exceeds the premium amount or not.
- 1.2. Our services are provided on an execution-only basis. We will never give you financial or investment advice. The only purpose of providing information on our website is to help you and other traders to make independent investment decisions.
- 1.3. Using an internet-based system always involves risks, for example, the failure of hardware, software, and internet connection. We do not control signal power, its reception or routing via the internet, the configuration of your equipment, or the reliability of its connection, and we shall not be held responsible for any communication failures, distortions, or delays when using our online services.
- 1.4. The decision to open an account and use our products and services is entirely yours. It is important that you understand the risks involved, have adequate investment resources to bear such risks, and monitor your positions carefully. You should make careful, considered, and independent decisions, both upon joining Deriv and while using our online services.
- 1.5. When you trade, you are exposed to the performance of the underlying or reference instrument or asset to which the trade refers, including foreign exchange, indices, and commodities, each of which has its own features and risks. You should make sure you understand these risks before trading with us.
- 1.6. You should be aware that all trades through Deriv are made on over-the-counter (OTC) markets. This means that the trades we offer do not take place under the rules of any recognised, designated, or regulated exchange. As a result, engaging in these trades may expose you to substantially greater risks than the investments that are traded under such rules.
- 1.7. Please note that prices in the market can change very quickly, so the execution price may not necessarily be instantly visible once your order has been filled.
- 1.8. You are responsible for managing your tax and legal affairs, including making any required regulatory filings and/or payments and complying with any applicable laws and regulations. We do not provide any regulatory, tax, or legal advice. If you are in any doubt about the tax treatment or liabilities of the products available on Deriv, please seek independent advice.
- 1.9. It is your responsibility to monitor all of your positions closely. During the period that you have any open contracts, you should ensure that you have the ability to access any accounts you hold with Deriv.

- 1.10. We may have access to information not available to you, acquired trading positions at prices not available to you, and interests different from your interests. We are not under any obligation to provide you with any information in our possession or interfere in your trading or trading decisions in any way.
- 1.11. Unless stated otherwise in the supplementary terms, we execute all the orders we receive from you as the counterparty to your trades. We shall act as a principal and not as an agent on your behalf for the purpose of order execution. You agree that over time, we may earn money out of your potential aggregate loss.

## 2. Cryptocurrency trading risks

- 2.1. You should be aware of all the risks associated with cryptocurrency trading and seek advice from an independent financial advisor and/or legal advisor if you have any doubts.
- 2.2. If cryptocurrency exchanges and wallet providers get hacked or become insolvent and as a result, you lose your cryptocurrencies, there is no guarantee that they, or any funds you may have invested, will be returned to you. It is your responsibility to store your cryptocurrencies securely. We will not accept any liability for any loss or damage that arises, directly or indirectly, from the theft of your cryptocurrency or the insolvency of any exchanges and wallet providers that you use.
- 2.3. Cryptocurrency-related transactions that occur on the blockchain might take place without the supervision and regulation of financial institutions and government agencies. This means that banks, payment service providers, or regulators cannot assist you in the event of any fraud, mistake, or other events leading to a loss in any cryptocurrency-related transactions.
- 2.4. It is your responsibility to check what rules and protections apply in your relevant jurisdiction before investing and/or trading in virtual currency and/or trading on CFDs relating to virtual currency.

## 3. CFD trading risks

- 3.1. The prices of the underlying instrument that a CFD trade refers to may fluctuate rapidly and over wide ranges, even dropping to zero in the case of cryptocurrencies. These fluctuations may be caused by unforeseeable events or changes in conditions that neither you nor we can control. You may lose the entire sum that you have invested, and in some cases, your loss may even exceed the sums you have invested and/or deposited with us.
- 3.2. Margin is inversely proportional to leverage, which means if you choose a lower leverage, your required margin will increase. When you invest in a leveraged product, your returns can be multiple times higher than the margin, but your losses can also be multiple times higher, and you need to be aware of the risk.
- 3.3. The system fills orders on a first-in, first-out basis, i.e. based on the sequence of the order received. The sequence in which orders are filled is beyond our control. As a result, you may find it difficult or impossible to close a position at the intended price stipulated in your stop order during certain market conditions. In highly volatile trading conditions, a stop order will not necessarily limit your losses to the amounts you intended because market conditions may make it impossible to execute such orders. Therefore, your exit price is not certain. In short, a stop

order is not a guarantee because it cannot operate in all market circumstances. Nevertheless, stop orders are a useful risk management tool.

- 3.4. We do not monitor the open positions of your account on your behalf. It is your responsibility to monitor your open positions and make sure that your exposure matches your risk appetite.
- 3.5. While we try to close out your open positions if and when the margin level for your Deriv MT5, Deriv X, or Deriv cTrader real account reaches or falls below the stop out level, we do not guarantee that your open positions will be closed in such circumstances. To keep the trade open, you may need to deposit additional funds so as to retain sufficient margin for executing the trade.
- 3.6. When you are trading on Deriv MT5, Deriv X, or Deriv cTrader and click on 'Buy' or 'Sell', your order will be filled at the best possible price with one of our liquidity providers (according to the best streaming price at the time of your order placement).
- 3.7. Your order is fulfilled when the order hits the liquidity provider's server. You can see the confirmation of your closed trades on the History tab on the Deriv MT5, Deriv X, or Deriv cTrader platform.
- 3.8. Copy trading risks
  - 3.8.1. Copy trading is a trading feature that enables you to automatically copy another client's trades and/or trading strategy. This feature is exclusive to Deriv cTrader and comes with inherent risks, addressed in this section.
  - 3.8.2. When you automate trading execution, trades are opened and closed in your account without your manual intervention.
  - 3.8.3. When deciding to copy a specific trader, account, portfolio, or strategy, it's essential to take into account your complete financial situation, including financial commitments. It's important to recognise that participating in copy trading involves a high level of speculation, and there is a potential for substantial losses.
  - 3.8.4. The copy trading features we offer are intended solely for informational purposes. We, along with our partners and their employees and agents, do not serve as investment or financial advisers. If you choose to make investment decisions based on the information available on our websites or through the use of copy trading, you do so at your own risk. Neither we nor our partners, their employees, or agents will be held liable for any losses you may experience.
  - 3.8.5. Before making any investment decisions, it is imperative that you conduct thorough research. Only you are responsible for determining whether an investment, strategy, product, or service is suitable for you based on your investment objectives, personal circumstances, and financial situation. Past performance data, risk scores, statistics, and other user information found on our websites, applications, and platforms should not be taken as indicators of future results and should be regarded as hypothetical, as described in detail below. We make no representation or guarantee that any account will achieve similar profits or losses as shown, and the risk score of a copied user may indeed be higher. When evaluating the content, portfolio, financial performance information, opinions, or advice of another client, it is crucial not to assume that the client is unbiased, independent, or qualified to provide financial information or opinions. We do not provide any guarantee regarding any order, including the placement of stop orders such as Copy Stop Loss. Consequently, irrespective of the entry or closing designation, we do not

guarantee that trades will be executed at the order price/stop loss percentage, and it is possible to incur losses greater than the original amount used to copy a particular trader.

- 3.8.6. The information and social trading features provided on our websites are not intended to offer, nor should they be interpreted as providing, any form of investment, tax, or other financial advice. It is important not to consider such content or features as a substitute for professional financial or investment advice. If you decide to engage in transactions based on website content or platform information, or if you choose to copy specific traders or trades, you hold the sole responsibility for the decisions and transactions, as well as any resulting consequences. While individual participants may offer investment advice and opinions or execute trades that others subsequently copy, these interactions are essentially exchanges between parties that may be anonymous or unidentifiable.

## 4. Options and multipliers trading risks

- 4.1. The prices of the underlying instrument that options and multipliers trades refer to may fluctuate rapidly and over wide ranges. These fluctuations may be caused by unforeseeable events or changes in conditions that neither you nor we can control. You may lose the entire sum that you have invested.

## 5. Deriv P2P risks

- 5.1. Deriv P2P is Deriv's peer-to-peer exchange service, a simpler method for deposit and withdrawal. We do not encourage foreign exchange currency speculations on Deriv P2P. You should not treat the purchase of foreign currencies through Deriv P2P as an investment unless you are prepared to run the risk of losing on your investment.
- 5.2. You fully accept the risks associated with peer-to-peer exchanges, including but not limited to the credibility risks concerning the counterparties to your exchanges and the risk of transaction obstructions by banks or other financial intermediaries. You understand that we have no control over Deriv P2P fiat transactions and accept no liability for them.
- 5.3. You realise that placing orders for selling Deriv credits (a Sell order) calls for even more care than placing orders for buying Deriv credits (a Buy order) because as soon as a Sell order is executed, it is irreversible and may not be cancelled.

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