

Terms and conditions

# **Additional terms**

Deriv (V) Ltd

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# Additional terms - Deriv (V) 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 (V) 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 (V) Ltd.
- 1.3. Deriv (V) Ltd is licensed under the Financial Dealers Licensing Act to carry on the business of dealing of securities such as derivative products, and it is authorised and regulated by Vanuatu Financial Services Commission ("VFSC").
- 1.4. To learn more about the products we offer, please refer to the [prospectus](#).

## 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](mailto: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.

### Financial commission

- 2.2. 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. Initial stage
    - 2.2.1.1. 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.
    - 2.2.1.2. You may file a complaint with the Financial Commission up to 45 days after the incident.
    - 2.2.1.3. 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.
  - 2.2.2. The investigation phase
    - 2.2.2.1. The Financial Commission will investigate the validity of the complaint within 5 business days.

- 2.2.2.2. 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.
- 2.2.2.3. If no settlement opportunity can be found, the complaint will proceed to the determination phase to be handled by the DRC.
- 2.2.3. Determination phase
  - 2.2.3.1. The DRC will make a decision on the complaint (please note that the DRC mentions no timeframe for announcing its decision).
  - 2.2.3.2. The DRC may request additional information from you or us, who must then provide the requested information within 7 days.
- 2.2.4. Awards and orders
  - 2.2.4.1. The decisions made by the DRC are binding on us. DRC decisions are binding on you only if you accept them.
  - 2.2.4.2. 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.
  - 2.2.4.3. We must award the settlement within 28 days of when the decision is reached.
  - 2.2.4.4. 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.

## **Vanuatu Financial Services Commission (VFSC)**

- 2.3. If, after 3 attempts, we have not resolved your complaint to your satisfaction, you may then escalate your complaint to the VFSC. The complaint must be accompanied by the following:
  - 2.3.1. Full name and photo identification of the complainant;
  - 2.3.2. Confirmation of investment, such as receipt of a deposit of funds for investment;
  - 2.3.3. Copy of the prospectus of the product or investment offered;
  - 2.3.4. A full statement of complaint outlining the basis of the complaint;
  - 2.3.5. Confirmation of request for withdrawal; and
  - 2.3.6. Other relevant information or documents, such as emails or chats between us and the complainant.
- 2.4. All relevant documents to VFSC must be translated into English where necessary and certified confirming a correct translation of the documents.

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