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Terms and conditions

Risk disclosure

Version R26|01
Last updated 20/04/2026

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Risk disclosure

This document sets out the terms and conditions that specifically deal with the risks you may be exposed to by using our online services. It forms part of the agreement between you and Deriv and should be read in conjunction with our General Terms of Use for clients. Any defined terms used in this risk disclosure shall have the meaning given to them in the General Terms of Use.

Please note that it is not possible for a risk disclosure document to contain all risks and aspects involved in trading, and this document is not intended to be exhaustive. You should consider the risks set out in this document at a minimum and, if you choose to enter into a trading relationship with us, remain aware of the risks involved.

1. General risks

1.1. You may lose all the money you invest. Therefore, you should not trade or invest money that you cannot afford to lose. The services offered by Deriv are only suitable for you if you can afford to bear these losses and if you understand the risks involved in these trades.

1.2. The returns and losses you experience will vary depending on many factors, including market behaviour, market movement, and your trade size. Markets may be volatile and unpredictable, which means that prices can change rapidly.

1.3. Our services are provided on an execution-only basis, which means we do not give you financial advice on the merits of a transaction or any other investment advice.

1.4. We may provide information on our Website, emails, or other platforms such as social media. The only purpose of this information is to help you and other traders make independent investment decisions. This information does not consider your personal circumstances and objectives. It should not be regarded as a personal recommendation or as research. We recommend you do your own research before making any trading decisions.

1.5. We do not give any representation or warranty as to the accuracy or completeness of the information that we provide on our Website, emails, or other platforms such as social media. Information given may be accurate and correct at the time of publication, but changes in circumstances after the time of publication may impact the accuracy of the information. Performance figures quoted may refer to the past, and past performance is not a guarantee of future performance or a reliable guide to future performance.

1.6. Trading conditions, products, and platforms may differ depending on your country of residence.

1.7. The decision to open an account and use our products and services is entirely yours. It is important that you have adequate investment resources to bear such risks and monitor your positions carefully. You should make careful, considered, and independent decisions, both upon setting up an account and while using our online services.

1.8. When you trade, you are exposed to the performance of an underlying or reference instrument or asset (which may include 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.

1.9. 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 initial capital amount or not.

1.10. Trading our products does not give you any right to the underlying instrument of the transaction. Our products represent a notional value only.

1.11. 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.

1.12. Deriv is both the manufacturer and distributor of its products.

1.13. 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.

1.14. The value of your investments may go down as well as up.

1.15. It is your responsibility to monitor all of your positions closely and make sure that your exposure matches your risk appetite. We have no responsibility to notify you of any instances where your positions are closed due to the unavailability of funds (for example, because you do not have sufficient margin in your trading account to maintain an open position). 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.

1.16. 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.

1.17. 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 our Website, please seek independent advice.

1.18. If you are uncertain about how any of our products work or the relevant risks, we recommend you seek independent advice prior to opening an account with Deriv. You should not commence trading until you understand the risks involved.

2. CFD trading risks

2.1. CFDs are complex financial instruments with a high risk of losing money rapidly due to leverage. Significant losses may be generated over a short period of time. You should not risk more than you are prepared to lose.

2.2. 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.

2.3. 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.

2.4. The system fills orders on a first-in, first-out basis, i.e. based on the sequence of the orders 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.

2.5. While we try to close out your open positions if and when the margin level for your Deriv MT5 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.

2.6. Most CFDs have no set maturity date. A CFD position matures on the date you choose to close an existing open position. CFDs are typically regarded as unsuitable for long-term investments. If you hold a CFD open over a long period of time, the associated costs increase.

2.7. Copy trading risks

2.7.1. 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.

2.7.2. When you automate trading execution, trades are opened and closed in your account without your manual intervention.

2.7.3. When deciding to copy a specific trader, account, portfolio, or strategy, it is essential to take into account your complete financial situation, including financial commitments. It is important to recognise that participating in copy trading involves a high level of speculation, and there is a potential for substantial losses.

2.7.4. 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.

2.7.5. 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.

2.7.6. 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.

3. Cryptocurrency trading risks

3.1. 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.

3.2. 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.

3.3. 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.

3.4. 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.

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, which is intended as an alternative method to make deposits and withdrawals to and from your Deriv account. It is not intended for foreign currency exchange or currency speculation. You should not treat the use of Deriv P2P as an investment activity, and you should be aware that engaging in such activity carries the risk of loss.

5.2. You fully accept the risks associated with peer-to-peer transactions, including but not limited to the credibility risks concerning the counterparties to your transactions and the risk of obstructions by banks or other financial intermediaries. You further accept that once a 'sell order' has been placed, as a seller, you are not entitled to cancel the transaction.

5.3. You acknowledge and agree that all Deriv P2P transactions are solely between the transacting users. We act only as a platform provider to facilitate these interactions and are not a party to, or a guarantor of, any transaction. Subject to the Funds and Transfers Terms, and to the fullest extent permitted by law, we are not responsible for any aspect of those transactions.

6. Operational risks

6.1. Using an internet-based system always involves risks, such as hardware, software, and internet connection failure. 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.

6.2. In particular, you bear the following risks and agree that we are not liable for:

6.2.1. Hardware, software, or power failures on your devices;

6.2.2. Incorrect settings on your devices;

6.2.3. Malfunction of your devices; or

6.2.4. Low quality or failures of communication channels used to link you and your communication provider.

6.3. You accept the risk of loss arising from unauthorised access to your account by a third party.

6.4. We are not responsible for any loss that arises from communications sent to you by Deriv and not received (in a timely manner or at all).

6.5. We are not responsible for any loss if unencrypted information you send to Deriv is accessed by unauthorised individuals.

6.6. In case of a force majeure event, you understand there is a risk of loss, and Deriv will not be responsible for any such losses.

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