

Account Holder ("Client"):

Account number:

(Filled by Dukascopy)

V.20.11.2018

RELEASE IN RESPECT OF THE USE OF MEANS OF TELECOMMUNICATIONS

1. CONTEXT - In the frame of the access and use of Banking Services including communications between the undersigned Client and Dukascopy Bank SA ("Dukascopy"), (jointly the "Parties"), the Parties agree to use different means of telecommunication (using or not using the Internet) such as telephone, fax, e-mail, application programming interface (API), chats/communicators such as Dukascopy Connect or skype and other similar technological solutions (the "Electronic Communications").

2. MAIN RISKS - The Client acknowledges and accepts that accessibility and functioning of Banking Services may be hampered or interrupted by failure, unavailability, errors or interruptions of Electronic Communications. Such issues may derive from failure of Electronic Communications networks and infrastructures, restrictions on transfer of certain data / use of the Internet imposed by telecommunication operators or authorities, cyber-attacks such as DDoS. Additionally, communications may be altered, duplicated, may not reach their intended destination or may do so much later than intended.

Electronic Communications also involves risks for confidentiality since content of communications may be intercepted and disseminated by not authorised parties or reach other persons than the intended addressee(s). The Client understands and accepts that in case Dukascopy tries to reach him at the contact details he provided to Dukascopy, especially by telephone, there is a risk that third parties become aware of the existence of a business relationship between the Client and Dukascopy. Hereinafter, all such risks are referred to as "**Telecommunication Risks**".

3. EXCLUSION OF LIABILITY - The Client understands and accepts that Telecommunication Risks are beyond Dukascopy's control and that Dukascopy is not responsible for such risks and that Dukascopy shall not be held liable for any direct, indirect or implied consequences of any of the Telecommunication Risks (including any damage, loss, expenses, claims, attorneys' fees, unintentional disclosure of confidential information, etc.), for the Client or for any third party.

4. CLIENT'S INSTRUCTIONS - The Client understands and agrees that Dukascopy shall act upon instructions conveyed by Electronic Communications even if such instructions are not followed by a confirmation in original signed writing. Any written confirmation shall clearly indicate that it is a confirmation of previously given instructions made by Electronic Communications.

Also the Client agrees that Dukascopy has the right without having the obligation to reject certain instructions not complying with its requirements. For instance, trading orders by e-mail are normally excluded and other instructions by e-mail must come from the agreed security e-mail.

5. RECORDINGS - Dukascopy may record or protocol all Electronic Communications between the Client and Dukascopy, as well as use such recordings or transcripts thereof as evidence towards any party (including but not limited to any regulatory authority or any court of law) to whom Dukascopy at its entire discretion deems it to be desirable or necessary to disclose such information in any dispute or anticipated dispute involving Dukascopy or the Client. Dukascopy has no obligation to transmit such recordings to the Client and the Client should not rely on such recordings to be available.

This document is an integral part of the account opening documentation of Dukascopy.

Date:

Signature(s):
