

## TERMS OF USE OF DUKASCOPY CONNECT

READ THE FOLLOWING TERMS OF USE OF DUKASCOPY CONNECT CAREFULLY. BY INSTALLING, ACCESSING, OR USING OUR APPS, SERVICES, FEATURES, SOFTWARE, OR WEBSITE (TOGETHER, "SERVICES") YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE RULES. IF YOU DO NOT AGREE PLEASE DISCONTINUE USING THE SERVICES.

These Terms have the force of legal agreement concluded between You ("Users", each a "User", "you" or "your") which are natural person or natural person as a representative of legal entity and Dukascopy Bank SA ("Dukascopy", "our," "we," or "us") which is legal entity established with respect to the laws of Switzerland. We reserve our right to amend, remove, or add to the Terms at any time. Such modifications shall be effective immediately. Accordingly, please continue to review the Terms whenever accessing, or using Dukascopy Connect.

Dukascopy Connect is an application which provides messaging, Internet calling, and other services to users around the world.

**NO ACCESS TO EMERGENCY SERVICES:** There are important differences between Dukascopy Connect and your mobile and fixed-line telephone and SMS services. Our Services do not provide access to emergency services or emergency services providers, including the police, fire departments, or hospitals, or otherwise connect to public safety answering points. You should ensure you can contact your relevant emergency services providers through a mobile, fixed-line telephone, or other service.

### I. General terms of use of Dukascopy Connect

#### 1. About our services

**Registration.** You must register for our Services using accurate data and provide your current mobile phone number. You agree to receive text messages (from us or our third-party providers) with codes to register for our Services.

**Address book.** You provide us the phone numbers of Dukascopy Connect users and your other contacts in your mobile phone address book on a regular basis. You confirm you are authorised to provide us such numbers to allow us to provide our Services.

**Age.** You must be at least 14 years old or have equivalent minimum age depending on your jurisdiction to use our Services (or such greater age required in your country for you to be authorized to use our Services without parental approval). In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

**Devices and software.** You must provide certain devices, software, and data connections to use our Services, which we otherwise do not supply. For as long as you use our Services, you consent to download and install updates to our Services, including automatic updates.

**Fees and taxes.** You are responsible for all carrier data plan and other fees and taxes associated with your use of our Services. We may charge you for our Services, including applicable taxes. We may refuse or cancel orders. We do not provide refunds for our Services, except as required by law.

**Residence and legal restrictions.** Provision of Services is not aimed at residents of jurisdictions from which for whatever reason, the access to and use of Dukascope Connect or any part thereof is either prohibited or strictly regulated. If you are subject to such restrictions, you may not access and use Dukascope Connect or any part thereof.

**User generated content.** Any content created or transmitted over community by you is a user generated content. You are able to access the feature of creating jigsaw puzzle picture at your Dukascope Connect account. It is your sole responsibility which picture do you choose and you confirm that you have all necessary copyright or other related rights to use this picture in the way the feature of jigsaw puzzle creation requires. You understand that Dukascope has no responsibility for any and all user generated content and serves here only as a communication platform.

## **2. Privacy policy and user data**

Dukascope Connect cares about your privacy. Dukascope Connect's Privacy Policy describes our information (including message) practices, including the types of information we receive and collect from you and how we use and share this information. You agree to our data practices, including the collection, use, processing, and sharing of your information as described in our Privacy Policy, as well as the transfer and processing of your information to Switzerland and other countries globally where we have or use facilities, service providers, or partners, regardless of where you use our Services. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country.

You can find Dukascope Connect's Privacy Policy at the Title II of these Terms.

Hereby you additionally confirm and agree that you allow Dukascope to use and visually indicate your balances rate of Mobile Current Account (hereinafter – MCA or Dukascope Swiss bank account) by placing one-to-five stars rating near your user's avatar, i.e. small account balances might be indicated with one-star whereas bigger account balances might get up to five stars and be visible to us and other Users.

For more details and in order to disable this function please see Section 3 of Title II of these Terms.

## **3. Acceptable use of our services**

**Our terms and policies.** You must use our Services according to our Terms and posted policies. If we disable your account for a violation of our Terms, you will not create another account without our permission.

**Legal and acceptable Use.** You must access and use our Services only for legal, authorised, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate, misappropriate, or infringe the rights of Dukascope Connect, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, criminal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, criminal, or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialling, and the like; or (f) involve any non-personal use of our Services unless otherwise authorised by us.

**Harm to Dukascope Connect or our users.** You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorised manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorised access to our Services or systems; (d) interfere with or disrupt the integrity or performance of our Services; (e) create accounts for our Services through unauthorised or automated means; (f) collect the information of or about our users in any impermissible or unauthorised manner; (g) sell, resell, rent, or charge for our Services; or (h) distribute or make our Services available over a network where they could be used by multiple devices at the same time.

**Keeping your account secure.** You are responsible for keeping your device and your Dukascope Connect account safe and secure, and you must notify us promptly of any unauthorised use or security breach of your account or our Services.

#### **4. Third-party services**

Our Services may allow you to access, use, or interact with third-party websites, apps, content, and other products and services. For example, you may choose to use third-party data backup services (such as iCloud or Google Drive) that are integrated with our Services or interact with a share button on a third party's website that enables you to send information to your Dukascope Connect contacts. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

#### **5. Special features of Dukascope Connect**

**Jigsaw puzzle picture.** You may create the jigsaw puzzle (hereinafter – puzzle) of the picture you choose from the gallery or camera of your device. This puzzle you (the Offeror)

may offer to any user (the Acceptor) within the community. The Acceptor will receive the preview of the puzzle and in order to make the Acceptor be able to unlock the full picture from the puzzle, the Offeror shall settle the price for the puzzle and the Acceptor shall accept or refuse the price. In order to accept the price and unlock the puzzle Acceptor shall confirm the payment from its Dukascopy Payment account, after the payment confirmed the Acceptor receives the full picture from the puzzle and the Offeror receives claimed price for the puzzle to its Dukascopy payment account. Dukascopy do not moderate the price, the offer or any relations connected to such offers. It is sole responsibility of the Offeror and the Acceptor whether to offer the puzzle and whether to accept it for the claimed price.

**Inappropriate content.** You agree and understand that it is not allowed to use for jigsaw puzzle picture that is unlawful, criminal, harmful, threatening, abusive, erotic, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; is harmful to minors; stalk or otherwise harass another User or any third party or constitutes the personally identifiable information of any other person that such person has not authorised you to disclose. You understand that it is not allowed to use jigsaw puzzle feature for any commercial, advertising or promotional purposes without prior written authorization from Dukascopy.

**“Jail”.** You may use service to “Put user in jail”, which means that the user will be banned for maxim 7 consecutive days at one time and some services will be disabled for this user, namely to ask or answer questions, to participate in public chats, to initiate or participate in challenges in 911 section of Dukascopy Connect. The person can only be jailed for a maximum of 7 days within one calendar month. You may also protect yourself from “jail” by using the option to “buy jail protection”; this protection may be bought for maximum four consecutive weeks at one time; the minimum protection available for purchase is one week term. In order to relieve yourself or other user from “jail” You may use option to “remove from jail”. All the options are payable; all rates for option within this feature You may check in respective section of the application.

**“Flower”.** You may use service “Send a flower”, which means that the user may send a gift as “a flower” to any user within the community. The user able to see from whom received “a flower” or You may use this service as incognito (in order to use the option “incognito” there will be a double price for “a flower”). You may select the type of “a flower” among chamomile, carnation and rose (cost depends on the type of “a flower”). You may select for how many days you give “a flower” (from one to seven days). All the options are payable; all rates for options within this feature You may check in the respective section of the application.

**Daily loyalty bonus.** You may qualify yourself to obtain daily loyalty bonus and get 10 € (hereinafter – the Daily Loyalty Prize or DLP) even if you don't have a Dukascopy Swiss bank account. Every day the DLP winner is selected randomly among those who qualified himself for Daily loyalty bonus. We will credit DLP to your Dukascopy Swiss bank account or freeze it until you open the account.

**Weekly loyalty bonus.** If you have Dukascope Swiss bank account, you may qualify yourself to obtain weekly loyalty bonus and get 100 € (hereinafter – the Weekly Loyalty Prize). Every week the Weekly Loyalty Prize winner is selected randomly among those who qualified himself for Weekly loyalty bonus. If you do not have Dukascope Swiss bank account you will be asked to open it before qualifying for the Weekly loyalty bonus.

**Half-monthly loyalty bonus.** You may qualify yourself to obtain half-monthly loyalty bonus and get 200 Dukascoins (hereinafter – the Half-monthly Loyalty Prize). You may qualify only if you have Dukascope Swiss bank account and you introduced three new users who opened Dukascope Swiss bank accounts by your invitation. Every two weeks the Half-monthly Loyalty Prize winner is selected randomly among those who qualified himself for Half-monthly loyalty bonus.

**Three days bonus.** If you have 10 Dukascoins on your Dukascope Swiss bank account, you may qualify yourself to obtain three days bonus and get 30 Dukascoins (hereinafter – the Three Days Prize). Every three days the Three Days Prize winner is selected randomly among those who qualified himself for Three days bonus.

In addition, please be aware that Apple Inc. does not sponsor or otherwise endorse Daily loyalty bonus, Weekly loyalty bonus, Half-monthly loyalty bonus or any activities within Dukascope Connect.

**Paid channels.** *a) Creation of paid channel.* If you have Dukascope Swiss bank account you may create the channel and set a price for subscription (the Subscription Price) on this channel. Subscription Price may be set for following Subscription Periods: one week, two weeks, one month or you may choose unlimited period. After creation of the channel, any user may subscribe to your channel and you will receive a payment on your Dukascope Swiss bank account in the amount of Subscription Price, which will be paid by the user who decided to subscribe to your Paid channel. Dukascope will not charge any fees in regard to these transactions.

You are acknowledged and agreed that you are solely responsible for: any content posted in created channel. While posting any content on your channel or while offer users to subscribe to your channel you agreed that you will not mislead any users and will not break these Terms and Conditions or other rules of Dukascope Connect 911, will not harm Dukascope Bank SA rights and interest and rights and interest of other users. You are acknowledged and agreed that in case of violation of these rules the Dukascope has the right to:

- 1) suspend your Paid channel;
- 2) forbid you to create new Paid channels;
- 3) to refund the amount paid for Subscription.

*b) Subscription on paid channel.* You can buy the right of entering the channel (the Subscription) that has a starting and ending date (Subscription period) for the price set by the creator of Paid channel (Subscription Price). After buying this Subscription, your Dukascope Swiss bank account will be charged for the amount of Subscription Price for requested Subscription Period. On your profile page, you have a tab the "My subscriptions" where you can see a list of all Subscriptions and their validity.



You are acknowledged and agreed that Dukascopy is not responsible for content contained on paid channels and will not review any disputes in regards of content contained on Paid channels unless such content violates this rules or applicable legislation.

**Paid private chat.** *a) Making the paid private chat.* If you have Dukascopy Swiss bank account you may turn on paid private chat function and set a price for a chat with you (hereinafter – Chat Price) in your profile. Chat Price may be set for following Chat Periods: one week, two weeks, one month or you may choose unlimited period.

If another user wants to communicate in your private chat, the user shall pay Chat Price. After that, this user may chat with you and you will receive a payment on Dukascopy Swiss bank account in the amount of Chat Price. Dukascopy will not charge any fees in regard to these transactions. Please be aware that if other user added to your contacts, then communications in private chat will be available to this user without the subscription.

You are solely responsible for: any content sent through the chat. While messaging through the chat or while offer users to contact with you in chat you agreed that you will not mislead any users and will not break these Terms and Conditions or other rules of Dukascopy Connect 911, you will not harm Dukascopy Bank SA rights and interests of other users.

*b) Subscription on paid private chat.* You can buy the right of entering the chat (the Subscription) that has a starting and ending date (Subscription period) for the price set by creator of Paid private chat (Chat Price). You may cancel the subscription on your profile page where you have a tab "My paid chats" and can see a list of paid chat rooms.

You are acknowledged and agreed that Dukascopy is not responsible for content communicated through paid private chat and will not review any disputes in regards of such communication on Paid channels unless communicated content violates this rules or applicable legislation.

## **6. Payments within Dukascopy Connect**

Any feature offered by Dukascopy Connect that requires any payment from User is conducted through in-build payment system by means of transaction from User's Mobile Current Account if other is not stipulated below.

You can use your payment cards, issued by any issuer to pay for Dukascopy Connect services. You can also transfer money to someone's MCA account. For this operation, You need to choose a user to whom and whose account you want to fund and choose the amount which you want to transfer and follow instructions. The one receiver will not be able to receive more than 30 Dukascoins daily. If receiver limit is already exceeded you will not be able to perform transaction. You are agree that Bank is not be liable for errors made by anyone in making an incorrect transfer amount, incorrect currency of transfer or incorrect bank details while transferring money to the Dukascopy's client. Dukascopy Bank shall have no liability for any incidental, consequential, indirect, special or other damages suffered by any party (regardless of whether or not such parties have been advised of the possibility of such damages) resulting from use or the inability to use this service.

To pay for Dukascopy Connect services and to perform transfer to MCA accounts you will need to input following information:

a) Payment Card Details: Currency, Amount, Credit Card Number, Expiration Date, CVV.

b) Personal and Billing Information: Full Name, Street Address, City, Postal Code, Country, Phone number, E-mail.

You can always find the fee amount for card processing on the website of Dukascope Bank in section "Fees and Limits". Please be aware, that we will store the transactions history for your convenience.

## 7. Licenses

**Your rights.** Dukascope Connect does not claim ownership of the information that you submit for your Dukascope Connect account or through our Services. Neither Dukascope has the right or claim any ownership in user generated content, including without limitation any picture or photo downloaded by you to your account for the purposes of creating the jigsaw puzzle picture. You must have the necessary rights to such information and / or picture, photo that you submit for your Dukascope Connect account or through our Services and the right to grant the rights and licenses in our Terms.

**Dukascope Connect's rights.** We and/or our general and limited partners, and its subsidiaries, and their respective general partners own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, design rights and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, and other intellectual property rights unless you have our express and written permission.

**Your license to Dukascope Connect.** In order to operate and provide our Services, you grant Dukascope Connect a worldwide, non-exclusive, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information (including the content) that you upload, submit, store, send, or receive on or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services (such as to allow us to display your profile name and picture, transmit your messages, store messages on our servers, and otherwise as described in our Privacy Policy).

**Dukascope Connect's license to You.** We grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use our Services, subject to and in accordance with our Terms. This license is for the sole purpose of enabling you to use our Services, in the manner permitted by our Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

## 8. Intellectual property rights of Dukascope Connect

"Intellectual Property" shall mean any and all patents, utility models, trademarks, service marks, trade names, logos, design rights, copyrights, Internet domain names, database rights, rights in computer software, inventions and know-how, and other similar proprietary rights which may subsist in any part of the world, whether registered or not, including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations.

Except as otherwise expressly set forth herein, no right, title and interest in and to the Intellectual Property rights, including Dukascopy Connect, and no other license (other than to the extent set forth herein) or other right, express or implied, is granted hereunder to you.

You have no and will obtain no proprietary interest in, or right to use, the Intellectual Property belonging to Dukascopy. It will not alter or otherwise tamper with any trademarks, trade names, logos, numbers or other means of identification of Dukascopy.

You acknowledge and agree that Dukascopy is the sole owner (except rights of third party licensors, if any) of all right, title and interest in and to Dukascopy Connect and each component thereof and of all intellectual property and proprietary rights with respect thereto, including, without limitation: patent, copyright, trade secret, trademark and other proprietary rights, in and to Dukascopy Connect and each component thereof and to all modifications, including custom modifications, to Dukascopy Connect and each component thereof and any know-how, techniques, methodologies, equipment or processes used by Dukascopy; the look and feel of Dukascopy Connect and each component thereof and all of Dukascopy's websites; all software (front and back-end), all registered trademarks, trademark applications, trademark and service marks, trade names, URL registrations, all pricing information, and all data and information collected by or maintained on Dukascopy Connect (all of which, collectively, the **"Dukascopy IP Rights"**). You shall not obtain any intellectual property rights in or to Dukascopy IP Rights.

You use this license in accordance and compliance with these Terms. The right to use Dukascopy Connect does not convey any license, expressly or by implication, to manufacture, reverse engineer, modify, make derivative works of, or re-distribute, duplicate or otherwise copy or reproduce any related information, trade secrets, and/or software, including but not limited to Dukascopy Connect, except if and only to the limited extent expressly provided in these Terms.

We may terminate your Dukascopy Connect account if you repeatedly infringe the intellectual property rights of Dukascopy or others.

## 9. Disclaimers

YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE ARE PROVIDING OUR SERVICES ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. WE DO NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDE. WE ARE NOT RESPONSIBLE FOR AND ARE NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR



USERS OR OTHER THIRD PARTIES. YOU RELEASE US, OUR SUBSIDIARIES, AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, THE "DUKASCOPY GROUP") FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, "CLAIM") AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES. YOU WAIVE ANY CLAIMS YOU MAY HAVE FOR DAMAGES FOR THE LAPSE OF THE CONTRACT OR ANY OTHER SIMILAR APPLICABLE STATUTE OR LAW OF ANY OTHER JURISDICTION.

#### **10. Limitation of liability**

THE DUKASCOPY GROUP WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE DUKASCOPY GROUP HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES WILL NOT EXCEED THE GREATER OF ONE HUNDRED SWISS FRANC (100 CHF) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE DUKASCOPY GROUP WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### **11. Indemnification**

You agree to defend, indemnify, and hold harmless the Dukascopy Group from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of our Services, including information provided in connection therewith; (b) your breach or alleged breach of our Terms; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defence or settlement of any Claim.

#### **12. Dispute resolution**

**Forum and venue.** Any dispute, controversy or claim arising out of, or in relation to, the present Terms, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the notice of Arbitration

is submitted in accordance with these Rules. The number of Arbitrators shall be three and a place of arbitration shall be Geneva, Switzerland. The arbitral proceedings shall be conducted in English.

**Governing law.** The laws of Switzerland govern these Terms, as well as any Disputes, whether in court or arbitration, which might arise between Dukascopy Connect and you, without regard to conflict of law provisions, such as the Swiss Private International Law Act.

This Section shall survive any termination of these Terms.

### **13. Availability and termination of our Services**

**Availability of our Services.** Our Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time. Events beyond our control may affect our Services, such as events in nature and other force majeure events.

**Termination.** We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for us, our users, or others. The following provisions will survive any termination of your relationship with Dukascopy Connect: “Licenses”, “Disclaimers”, “Limitation of Liability”, “Indemnification”, “Dispute Resolution”, “Availability and Termination of our Services”, and “Other”.

### **14. Other**

- Unless a mutually executed agreement between you and us states otherwise, our Terms make up the entire agreement between you and us regarding Dukascopy Connect and our Services, and supersede any prior agreements.
- We may ask you to agree to additional terms for some specific services provided by us in the future, which will govern to the extent there is a conflict between our Terms and such additional terms.
- Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country.
- Our Terms are written in English (U.K.). Any translated version is provided solely for your convenience. To the extent any translated version of our Terms conflicts with the English version, the English version shall prevail.
- Any amendment to or waiver of our Terms requires our express consent.

- We may amend or update these Terms, including its privacy policy. You undertake to consult and review regularly these Terms to be timely informed about any changes in respect of our Terms. Your continued use of our Services confirms your acceptance of our Terms, as amended. If you do not agree to our Terms, as amended, you must stop using our Services.
- All of our rights and obligations under our Terms are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.
- You will not transfer any of your rights or obligations under our Terms to anyone else without our prior written consent.
- Nothing in our Terms will prevent us from complying with the law.
- Except as contemplated herein, our Terms do not give any third-party beneficiary rights.
- If we fail to enforce any of our Terms, it will not be considered a waiver.
- We reserve all rights not expressly granted by us to you. In certain jurisdictions, you may have legal rights as a consumer, and our Terms are not intended to limit such consumer legal rights that may not be waived by contract.
- We always appreciate your feedback or other suggestions about Dukascopy Connect and our Services, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

## **15. Accessing Dukascopy Connect's Terms in different languages**

To access our Terms in certain other languages, change the language setting for your Dukascopy Connect session. If our Terms are not available in the language you select, we will default to the English version.

## **16. Severability**

If at any time any provision of the Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that provision will be enforced to the maximum extent permissible and neither the legality, validity or enforceability of the remaining provisions of the Terms under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

## **17. Headings**

The section titles in these Terms and the TCU D911 are used solely for the convenience of you and DUKASCOPE and have no legal or contractual significance.

## **18. Applicable law and jurisdiction**

The place of performance of these Terms and of all the obligations arising from these Terms is Geneva, Switzerland.

These Terms are subject to and shall be construed in accordance with Swiss law without reference to its conflict of law rules, such as the Swiss Private International Law act, as the sole and exclusive governing law.

Any dispute, controversy or claim arising out of, or in relation to, these Terms, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of Arbitrators shall be three, unless the Rules specify otherwise. The seat of the Arbitration shall be Geneva, Switzerland. The arbitral proceedings shall be conducted in English.

This Section shall survive any termination of these Terms.

**Dukascope Bank SA**

(Valid without signature)

## **II. Dukascope Connect privacy policy**

Last modified: March 7, 2019

Respect for your privacy is encoded into our DNA. Since we started Dukascope Connect, we've aspired to build our Services with a set of strong privacy principles in mind.

Dukascope Connect provides messaging, Internet calling, and other services to users around the world. Our Privacy Policy helps explain our information (including message) practices. For example, we talk about what information we collect and how this affects you. We also explain the steps we take to protect your privacy – like giving you control over who you communicate with on our Services.

When we say “Dukascopy Connect,” “our,” “we,” or “us,” we’re referring to Dukascopy Bank SA. This Privacy Policy (“Privacy Policy”) applies to all of our apps, services, features, software, and website (together, “Services”) unless specified otherwise.

## 1. Information we collect

Dukascopy Connect receives or collects information when we operate and provide our Services, including when you install, access, or use our Services.

### Information you provide

- **Your account information.** You provide your personal mobile phone number to create a Dukascopy Connect account. You provide us the phone numbers in your mobile address book on a regular basis, including those of both the users of our Services and your other contacts. You confirm you are authorised to provide us such numbers. You may also add other information to your account, such as a profile name, profile picture.
- **Customer support.** You may provide us with information related to your use of our Services, including copies of your messages, and how to contact you so we can provide you customer support. For example, you may send us an email with information relating to our app performance or other issues.

### Automatically collected information

- **Usage and log information.** We collect service-related, diagnostic, and performance information. This includes information about your activity (such as how you use our Services, how you interact with others using our Services, and the like), log files, and diagnostic, crash, website, and performance logs and reports.
- **Device and connection information.** We collect device-specific information when you install, access, or use our Services. This includes information such as hardware model, operating system information, browser information, IP address, mobile network information including phone number, and device identifiers. We collect device location information if you use our location features, such as when you choose to share your location with your contacts, view locations nearby or those others have shared with you, and the like, and for diagnostics and troubleshooting purposes such as if you are having trouble with our app’s location features.
- **Cookies.** We use cookies to operate and provide our Services, including to provide our Services that are web-based, improve your experiences, understand how our Services are being used, and customise our Services. For example, we use cookies to provide Dukascopy Connect for web and desktop and other web-based services. Additionally, we may use cookies to remember your choices, such as your language preferences, and otherwise to customise our Services for you.



- **Status information.** We collect information about your online and status message changes on our Services, such as whether you are online (your “online status”), when you last used our Services (your “last seen status”), and when you last updated your status message.

### Third-party information

- **Information others provide about you.** We receive information other people provide us, which may include information about you. For example, when other users you know use our Services, they may provide your phone number from their mobile address book (just as you may provide theirs), or they may send you a message, send messages to groups to which you belong, or call you.
- **Third-party providers.** We work with third-party providers to help us operate, provide, improve, understand, customise, support, and market our Services. For example, we work with companies to distribute our apps, provide our infrastructure, delivery, and other systems, supply map and places information, process payments, help us understand how people use our Services, and market our Services. These providers may provide us information about you in certain circumstances; for example, app stores may provide us reports to help us diagnose and fix service issues.
- **Third-party services.** We allow you to use our Services in connection with third-party services. If you use our Services with such third-party services, we may receive information about you from them; for example, if you use the Dukascopy Connect share button on a news service to share a news article with your Dukascopy Connect contacts, groups, or broadcast lists on our Services, or if you choose to access our Services through a mobile carrier’s or device provider’s promotion of our Services. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.

## **2. How we use information**

We use all the information we have to help us operate, provide, improve, understand, customise, support, and market our Services.

- **Our services.** We operate and provide our Services, including providing customer support, and improving, fixing, and customizing our Services. We understand how people use our Services, and analyse and use the information we have to evaluate and improve our Services, research, develop, and test new services and features, and conduct troubleshooting activities. We also use your information to respond to you when you contact us. We use cookies to operate, provide, improve, understand, and customise our Services. The phone numbers from mobile address book are automatically hashed in the application as part of the connection process; We are able to identify only those contacts who use our Services, We do it in order to optimize your communication with them through Dukascopy Connect. Other contacts from your mobile address book remain hashed and non-identifiable by our system.

- **Safety and security.** We verify accounts and activity, and promote safety and security on and off our Services, such as by investigating suspicious activity or violations of our Terms, and to ensure our Services are being used legally.
- **No third-party banner ads.** We do not allow third-party banner ads on Dukascopy Connect. We have no intention to introduce them, but if we ever do, we will update this policy.
- **Commercial messaging.** We will allow you and third parties, like businesses, to communicate with each other using Dukascopy Connect, such as through order, transaction, and appointment information, delivery and shipping notifications, product and service updates, and marketing. For example, you may receive flight status information for upcoming travel, a receipt for something you purchased, or a notification when a delivery will be made. Messages you may receive containing marketing could include an offer for something that might interest you. We do not want you to have a *spammy* experience; as with all of your messages, you can manage these communications, and we will honour the choices you make.

### 3. Information shared between you, us and other Users

You share your information as you use and communicate through our Services, and we share your information to help us operate, provide, improve, understand, customise, support, and market our Services.

- **Account Information.** Your phone number, profile name and photo, online status, last seen status, and receipts may be available to anyone who uses our Services, although you can configure your Services settings to manage certain information available to other users.
- **Your contacts and others.** Users with whom you communicate may store or share your information (including your phone number or messages) with others on and off our Services. You can use your Services settings and the block feature in our Services to manage the users of our Services with whom you communicate and certain information you share.
- **Third-party providers.** We work with third-party providers to help us operate, provide, improve, understand, customise, support, and market our Services. When we share information with third-party providers, we require them to use your information in accordance with our instructions and terms or with express permission from you.
- **Third-party services.** When you use third-party services that are integrated with our Services, they may receive information about what you share with them. For example, if you use a data backup service integrated with our Services (such as iCloud or Google Drive), they will receive information about what you share with them. If you interact with a third-party service linked through our Services, you may be providing information directly to such third party. Please note that when you use

third-party services, their own terms and privacy policies will govern your use of those services.

- **Visual indication of your MCA account balance.** The account balance held by you in MCA shall be represented using one to five-star symbol system, i.e., one star might be indicated if the balance rate of 0.01 to 200 Dukascoins; two stars if 200.01 to 400 Dukascoins; three stars if 400.01 to 600 Dukascoins; four stars might be shown if balance rate of 600.01 to 800 Dukascoins and five stars – above 800.01 Dukascoins. These indications are visible to us and other Users. No actual balance figures are visible or available in any way to us or other Users. You expressly authorize us to acquire such information from MCA, to convert this information into indicative star symbol system and display it to us and other Users.

At any time you may disable the visual indication of your MCA account balance by using toggle switch in your Dukascopy Connect settings.

#### 4. Assignment, change of control, and transfer

All of our rights and obligations under our Privacy Policy are freely assignable by us to any of our affiliates, in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.

#### 5. Managing information

If you would like to manage, change, limit, or delete your information, we allow you to do that through the following tools:

- **Services settings.** You can manage your contacts and groups, or use our block feature to manage the users with whom you communicate.
- **Changing your profile name and picture.** You can also change your profile name and profile picture at any time.
- **Law and protection.** We may collect, use, preserve, and share your information if we have a good-faith belief that it is reasonably necessary to: (a) respond pursuant to applicable law or regulations, to legal process, or to government requests; (b) enforce our Terms and any other applicable terms and policies, including for investigations of potential violations; (c) detect, investigate, prevent, and address fraud and other illegal activity, security, or technical issues; or (d) protect the rights, property, and safety of our users, Dukascopy Connect, or others.
- **Our global operations.** You agree to our information practices, including the collection, use, processing, and sharing of your information as described in this Privacy Policy, as well as the transfer and processing of your information to Switzerland and other countries globally where we have or use facilities, service providers, or partners, regardless of where you use our Services. You acknowledge

that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country.

## 6. **Obligation to report, block or complaints on abuse**

Upon receipt of single or repeating abusive messages from other Users, the recipient User is under an obligation to either block such abusive messages, report them to us or to complaint about such messages to us.

You understand and agree that if you are reported for abusive or spam messages by another user a toad image will be placed over your avatar in your Dukascopy 911 section of application. The toad image lasts about one hour since its placement. Despite the toad image placement we reserve the right to perform any other allowed measures to desist or protect users from abusive or spam messages.

The recipient User shall not endure offensive of abused behaviour from other users and consequential failure to perform the actions of blocking, reporting or complaining mentioned above shall indemnify Dukascopy against any claims from the User with regards to abusive or offensive messages received from other Users.

You accept that you may be marked by toad image for reported inappropriate messages and agree to hold harmless Dukascopy from any claims or legal proceedings in this regards.

- **Contact us.**

If you have questions about our Privacy Policy, please contact us.

Email: 911@dukascopy.com

**Dukascopy Bank SA**

Route de Pré-Bois 20,  
1215 Geneva 15  
Switzerland

## 7. **Cookies**

- **About cookies.** A cookie is a small text file that a website you visit asks your browser to store on your computer or mobile device.
- **How we use cookies.** We use cookies to understand, secure, operate, and provide our Services. For example, we use cookies:
  - to provide Dukascopy Connect for web and desktop and other Services that are web-based, improve your experiences, understand how our Services are being used, and customise our Services;
  - to understand which of our FAQs are most popular and to show you relevant content related to our Services;

- to remember your choices, such as your language preferences, and otherwise to customise our Services for you; and
- to rank the FAQs on our website based on popularity, understand mobile versus desktop users of our web-based Services, or understand popularity and effectiveness of certain of our web pages.
- **How to control cookies.** You can follow the instructions provided by your browser or device (usually located under "Settings" or "Preferences") to modify your cookie settings. Please note that if you set your browser or device to disable cookies, certain of our Services may not function properly.

**Dukascope Bank SA**

(Valid without signature)

### **III. Special terms of use of Dukascope 911**

Dukascope 911 is a question and answers service available in Dukascope Connect application that is developed and powered by Dukascope open to contributions (i.e. questions and answers) from all Users. The subject of questions that can be posted on Dukascope 911 is unlimited and Users are required to accept this Special terms and Conditions of Dukascope 911 ("TCU D911"). A rewarding system is set up. Pay-outs will be credited on MCA accounts. You can access Dukascope 911 by downloading Dukascope Connect from AppStore or Google Play.

PLEASE READ ALL OF THE FOLLOWING SPECIAL TERMS AND CONDITIONS OF Dukascope 911 BEFORE USING IT. The use of Dukascope 911 is also subject to Dukascope Terms of Use and Privacy Policy. By continuing to access, post, link to, or use Dukascope 911, or any service accessible via Dukascope 911, you signify YOUR ACCEPTANCE OF THE "TCU D911", Dukascope Terms of Use and our Privacy Policy. Dukascope Bank SA ("Dukascope") reserves the right to amend, remove, or add to the TCU D911 at any time. Such modifications shall be effective immediately. Accordingly, please continue to review the "TCU D911" whenever accessing, linking to, or using Dukascope 911. Your access, link to, post, or use of Dukascope 911, or any service accessible from the WEBSITE, after the posting of modifications to the TCU D911 will constitute YOUR ACCEPTANCE OF THE "TCU D911", as modified. If, at any time, you do not wish to accept the "TCU D911", you may not access, link to, post or use Dukascope 911. Any terms and conditions proposed by you which are in addition to or which conflict with the "TCU D911" are expressly rejected by Dukascope and shall be of no force or effect.

#### **1. Rules**



The use of Dukascopy 911 is subject to the following rules:

- the number of questions each User is allowed to post on Dukascopy 911 platform is unlimited;
- the number of answers each User is allowed to post is unlimited;
- before using Dukascopy 911 platform you should create an account in Dukascopy Connect, the data provided should be accurate, true, complete and kept updated. You are responsible for safeguarding your password and login and should never disclose them to any third party;
- by clicking on the information icon User is able to see information about other party, block the account, pay tips, report for abuse or spam;
- each User can delete the posted question at any time, questions can be updated after the first answer is received;
- Dukascopy will monitor the use of Dukascopy 911 done by the Users and will take appropriate measure in case of spam or abuse;
- Dukascopy may place a toad image over your avatar in your Dukascopy 911 section of application if you are reported for abuse or spam messages by other user;
- Dukascopy's employees might review the questions and answer to ensure high quality of service;
- Dukascopy reserves the right to amend, delete or modify in any other way content posted by the Users;
- Dukascopy reserves the right to disable pay-outs temporarily or permanently, cancel previously made pay-outs, and to suspend the use of Dukascopy 911.

## **2. Special features**

**Challenges.** You may create challenges for other users. Challenge shall mean any activity intended for the performance by the other user for extra tips. Any and all activity shall comply with this T&C and must not be intended to harm, humiliate or put in jeopardy or danger the other user or anybody. You are able to create private and public challenges.

You may have only one public challenge simultaneously (meaning that the new one public challenge may be created by the same user only after the previous one is completed and extra tips are paid in full). After your challenge is accepted and completed you are obliged to choose one member whose performance of the challenge task you liked the most and pay the promised extra tips to its User's account. The minimum amount of the extra tips in public challenges shall not be less than 5 Dukascoins.

If You fail to pay the promised extra tips You will be unable to create new Public challenge and private questions. If You are reported by other users for violation of any piece of this

TCU D911 or general T&C you may be banned from Dukascope 911 part of the application, your Dukascope 911 rating can be reduced.

By creating any Public challenge and creating any performance to the Public challenge task hereby, You grant Us irrevocable, transferable, non-exclusive, royalty-free, worldwide license to use any and all content created for the purposes of this Public challenge by any existing and developed in future way for any purposes to the discretion of Dukascope, including without limitation advertising and commercial purposes

### **3. Review process and pay-out systems**

Every day Dukascope will sponsor three (3) questions per User. Sponsored answers will receive from Dukascope up to a maximum of 1 Dukascoins. The sponsored answer is the one that has been selected as satisfactory; marking as satisfactory is at full discretion of the question maker.

Dukascope will pay only to those Users who have opened Swiss bank account with Dukascope Bank SA. Dukascope will only credit the pay-outs on MCA.

The amount Dukascope will pay to User for serving a single person is limited by one answer. It is possible to earn more by answering to other Users' questions.

The following rules will apply to the pay-out system:

Dukascope will pay a User based on the "Dukascope 911 rating". Through this system Dukascope will evaluate the quality of the answers posted by the Users and, accordingly, pay the Users.

There are two different ratings systems called: Answer rating system and the User rating system.

- The Answer rating system works in the following way: The rating will be modified based on the quality of the answer provided; the rating will be appointed by the question maker at his own discretion. Dukascope will adjust the evaluation of the quality of the answer in order to ensure a high-quality service.
- the User rating system is set up by Dukascope, and is based on 0 to 10 mark system in which 0 is the minimum and 10 is the maximum, accordingly 0 Dukascoins will be credited to the User with 0 rating mark. 0.1 Dukascoins will be credited to the User with 1 rating mark and 1 Dukascoins will be credited to the User with 10 marks as rating; the initial rating is set as 5 marks for each User's account. By actively participating in the development of Dukascope 911 (e.g. posting high quality answers or questions) your rating will be adjusted by Dukascope accordingly.
- the rating shall be based on quality of answers provided. The author of the best reply posted on Dukascope 911 will be rewarded by Dukascope. Only one answer per question will be sponsored by Dukascope.

- the “Dukascopy 911 rating” is based on periodical review of each account’s activity and is performed by Dukascopy. The review of the account is performed if one or more of the following conditions are met:
    - a) the answers posted by a User have received 20 marks (10 marks in case of initial review by Dukascopy) and/or;
    - b) Dukascopy has sponsored 20 of User’s questions.
  - during the review process the pay-outs are suspended by Dukascopy. Pay-outs will be completed after the review process is completed and new ratings are rating is set;
  - each User can pay and receive tips for service provided through Dukascopy 911. Amount of tips is unlimited and subject to User’s discretion. Tips will be paid by clicking the “PAY” button.
  - each User posting a question can undertake to pay extra tip to the person answering in a satisfactory manner to his question. These tips are limited to an amount of 100 Dukascoins. The payment of the promised extra tip remains at the sole and unique discretion of the User posting the question. Nevertheless, Dukascopy reserves the right to take measures against any User not respecting his undertaking, such as: to charge the User who has made a promise to pay an extra tip but within a period of 15 days from the date the promise was made has not honoured his promise an amount not exceeding 30% from the promised extra tip; and/or to reduce User’s rating; and/or to disable access to Dukascopy 911.
4. In order to receive his pay-outs, the User shall open an Swiss bank account with Dukascopy Bank SA (<https://www.dukascopy.bank/swiss/>). The account opening with MCA or Dukascopy Bank is subject to Dukascopy Swiss bank account usual terms and conditions. Decision to open an account is subject to the sole and unique discretion of Dukascopy. Dukascopy will only credit the pay-outs on MCA. In case the User shall not fulfil the opening conditions set by Dukascopy Bank, he shall lose his rights to pay-outs. Dukascopy shall bear no responsibility in case of refusal from MCA or Dukascopy Bank to open an account.

### **Restriction of use**

You may not input, distribute, upload, post, email, transmit or otherwise make available any content through Dukascopy 911 that:

- is promotional in nature, including solicitations for funds or business, without the prior written authorisation of Dukascopy, or constitutes junk mail, spam, chain letters, pyramid schemes or the alike;
- is unlawful, criminal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable;

- you do not have the right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or telecommunications equipment;
- is harmful to minors;
- stalk or otherwise harass another User or any third party or
- constitutes the personally identifiable information of any other person that such person has not authorised you to disclose.

You may neither interfere with nor attempt to interfere with nor otherwise disrupt the proper working of Dukascope 911, any activities conducted on or through the Dukascope 911 or any servers or networks connected to the Dukascope 911. You may neither obtain nor attempt to obtain through any means any materials or information on Dukascope 911 that have not been intentionally made publicly available either by public display on Dukascope 911 or through accessibility by a visible link on Dukascope 911. You shall not violate the security of Dukascope 911 or attempt to gain unauthorised access to the Dukascope 911, data, materials, information, computer systems or networks connected to any server associated with Dukascope 911, through hacking, DDoS attack, password timing or any other means. You may neither take nor attempt any action that, in the sole discretion of Dukascope, imposes or may impose an unreasonable or disproportionately large load or burden on Dukascope 911 or the infrastructure of Dukascope 911. You shall not use or attempt to use any "scraper," "robot", "bot", "spider", "data mining", "computer code", or any other automate device, program, tool, algorithm, process or methodology to access, acquire, copy, or monitor any portion of Dukascope 911, any data or content found on or accessed through Dukascope 911, or any other information without the prior express written consent of Dukascope. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any other content. You may not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures. Furthermore, you may not use several accounts and/or phone numbers and/or any other means, technical or not, in order to breach or circumvent any of the rules provided herein.

In case Dukascope might have reasonable grounds to believe that you have violated any of the above mentioned, Dukascope reserves a right to stop providing you service immediately and cancel any pay-outs due to you.

You confirm having been informed and understood that Dukascope 911 does not constitute in itself a service of Dukascope.

You acknowledge, consent and agree that Dukascope may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- comply with legal process;
- enforce the TCU D911;
- responds to claims that any Content violates the rights of third parties;
- responds to your request for customer service; or
- protect the rights, property or personal safety of Dukascope, its Users and public.

## 5. Secret Mode

If you select the *Secret Mode*, be informed that the following information will be collected from your MCA account details and be visible to other users:

- your date of birth;
- your gender;
- your location based on your IP address;
- visual indication of your Dukascope Bank account balance.

This information will be disclosed to other users for the purpose of avoiding fake accounts. BY CONTINUING AND SELECTING *SECRET MODE* YOU EXPLICITLY ALLOW THE USE OF ABOVE MENTIONED DATA, YOU EXPRESSLY WAIVE THE BENEFIT OF BANKING SECRECY AND DATA PROTECTION AND YOU RELEASE DUKASCOPE FROM ANY LIABILITY IN THAT RESPECT.

At any time you may disable the “visual indication of your MCA account balance” based on the one-to-five stars rating option by using toggle switch in your Dukascope Connect settings.

## 6. License

- You acquire absolutely no rights or licenses in or to Dukascope 911 and materials contained within Dukascope 911 other than the limited right to use Dukascope 911 in accordance with the TCU D911. Should you choose to use or download content from Dukascope 911, you must do so in accordance with the TCU D911. Such download is licensed to you by Dukascope ONLY for your own personal, non-commercial use in accordance with the TCU D911 and does not transfer any other rights to you.
- If you submit material to Dukascope 911 or to Dukascope or its representative, unless Dukascope indicates otherwise, you grant to Dukascope a perpetual, nonexclusive, irrevocable, fully paid, royalty-free, sub-licensable and transferable (in whole or in part) worldwide right and license in any and all media, now known or later developed, to use, publish, reproduce, display, modify, transmit digitally, create derivative works based upon, distribute, copy, and otherwise exploit, such content for



any purpose whatsoever (including, without limitation, advertising, commercial, promotional and publicity purposes) in Dukascope's discretion without additional notice, attribution or consideration to you or to any other person or entity. You also permit any other Dukascope 911 Users to access, store, or reproduce such material for that user's personal use. You grant Dukascope the right to use the name that you submit in connection with such content. You represent and warrant that you own or otherwise control all of the rights to the material that you submit; that the material you submit is truthful and accurate; that use of the material you supply does not violate this TCU D911 and will not cause injury to any person or entity; and that you will indemnify Dukascope and its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns for all claims resulting from material you supply. Dukascope and its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns disclaim any responsibility and assume no liability for any material submitted by you or any third party.

## **7. Fees**

Except for express written agreement, the access to and use of Dukascope 911 is free of charge and does not require being a client of Dukascope or of its Group companies.

## **8. Disclaimer and limitation of liability**

- Dukascope does not warrant that Dukascope 911 is compatible with your equipment or that Dukascope 911, or e-mail sent by Dukascope or its representative, is free of errors or viruses, worms or "Trojan horses," or any other harmful, invasive, or corrupted files, and is not liable for any damage you may suffer as a result of such destructive features. You agree that Dukascope and its Suppliers, shareholders, agents, directors, officers, employees, representatives, successors, and assigns shall have no responsibility or liability for: (i) any injury or damages, whether caused by the negligence of Dukascope, their respective affiliates, Suppliers, agents, directors, officers, employees, representatives, general partner, subsidiaries, successors, and assigns, or otherwise arising in connection with Dukascope 911 and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages, or any claim against Dukascope by any other party; or any fault, inaccuracy, omission, delay, or any other failure in Dukascope 911 caused by your computer equipment or arising from your use of Dukascope 911 on such equipment. The content of other websites, services, goods, or advertisements that may be linked to Dukascope 911 is not maintained or controlled by Dukascope. Dukascope is therefore not responsible for the availability, content, or accuracy of other websites, services, or goods that may be linked to, or advertised in the 911 service. Dukascope does not: (a) make any warranty, express or implied, with respect to the use of the links provided on, or to, Dukascope 911; (b) guarantee the accuracy, completeness, usefulness or adequacy of any other websites, services, goods, or advertisements that may be linked to the WEBSITE; or (c) make any endorsement, express or implied, of any other websites, services, goods, or advertisements that may be linked to Dukascope 911. Dukascope is also not responsible for the reliability or continued availability of the telephone lines, wireless services, communications media, and equipment you use to access Dukascope 911. You understand and acknowledge that Dukascope and/or third-party

contributors to the service may choose at any time to inhibit or prohibit their content from being accessed under the TCU D911.

- You acknowledge that: (a) the Dukascopy 911 and its content is provided for information purposes only; (b) Dukascopy does not guarantee the sequence, accuracy, completeness, fitness for a specific purpose or timeliness of Dukascopy 911, (c) none of the information contained on Dukascopy 911 constitutes a solicitation, offer, opinion, or recommendation by Dukascopy to use, buy or sell any security or other financial instrument or service, or to provide legal, tax, accounting, or investment advice or services regarding the profitability or suitability of any security or service; and (d) the information provided on Dukascopy 911 is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation.
- Accordingly, anything to the contrary herein set forth notwithstanding, Dukascopy, its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns shall not, directly or indirectly, be liable, in any way, to you or any other person for any: (a) inaccuracies or errors in or omissions from Dukascopy 911 including, but not limited to, Users posts, quotes and financial data; (b) delays, errors, or interruptions in the transmission or delivery of the Dukascopy 911 and/or any part of its content; or (c) loss or damage arising therefrom or occasioned thereby, or by any reason of non-performance.

## **9. Intellectual property**

If you believe that your Content has been copied in a way that constitutes copyright infringements, please provide our copyright agent with the following information in accordance with any applicable law:

- a physical or electronic signature of the copyright owner or a person authorised to act on their behalf;
- description of the copyrighted work claimed to have been infringed;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity that is to be removed or access to which is to be disabled and information reasonably sufficient to permits us to relocate the material;
- your contact information, including address, telephone number, and an email address;
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and

- a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorised to act on behalf of the copyright owner.

Our designated copyright agent for notice of alleged copyrights infringements or other legal notice regarding content appearing on Dukascopy 911 is:

**Dukascopy Bank SA**

Route de Pré-Bois 20,  
1215 Geneva 15  
Switzerland

*Email: 911@dukascopy.com*

We reserve the right, but not the obligation to: investigate your use of the service (a) to determinate whether a violation of these TCU D911, or other applicable law or policy has occurred, or (b) to comply with any applicable law, legal process, or appropriate governmental request.

We reserve the right to remove Content alleged to be infringing or otherwise illegal without prior notice and at our own discretion. In appropriate circumstances, Dukascopy SA will also terminate a User's account if the User is determined to be repeat infringer.

## **10. Answer to medical questions**

Content posted by Medical Contributors is not intended to be medical advice or instructions for medical diagnosis or treatment, and no physician-patient relationship is, or is intended to be, created by Content provided by Medical Contributors.

If you think you may have a medical emergency, call your doctor or your local emergency immediately.

- Content is not a substitute for professional medical advice, examination, diagnosis or treatment. Should you ignore this warning and send specific or confidential information or post it as a comment, there is no duty to keep that information confidential or to discontinue or forego any representation adverse to your interest or your health status;
- you should not delay or forego seeking treatment for a medical condition or disregard professional medical advice based on the Content;
- you should always seek the advice of your physician or other qualified healthcare professional before starting or changing treatment;
- content should not be used to diagnose, treat, cure, or prevent disease without supervision of a doctor or qualified healthcare provider;

- content does not recommend or endorse any test, physician, products, procedures, opinions or other information;
- content does not recommend or endorse any tests, physician products procedure, treatments, opinions or other information;
- information posted on Dukascope 911 that is publicly or sent in an unsolicited message to Medical Contributors is not confidential and does not establish a physician-patient relationship without the explicit consent of the medical Contributor.

## **11. Answer to legal questions**

Content posted by Legal Contributors in response to Legal questions is not intended to be legal advice or form an attorney-client relationship. If you believe you have a legal claim, contact an attorney licensed in your country immediately to discuss your options.

Content is provided for information purpose only, with no assurance that the Content is true, correct, or accurate. No action should be taken, delayed or deferred based on the Content.

- Content is not a substitute for professional legal advice or a solicitation to offer legal advice regarding specifics facts. Should you ignore this warning and send specific or confidential information or post it as a comment, there is no duty to keep that information confidential or to discontinue or forego any representation adverse to your interest.  
You should not delay or forego seeking legal advice or disregard professional legal advice based on the Content. Delay in seeking such legal advice could result in waiver of any claims you may have, depending on the applicable statute(s) of limitation.
- Information posted on Dukascope 911 publicly or sent in an unsolicited message to Legal Contributors is not confidential and does not establish an attorney-client relationship without the explicit consent of the Legal Contributor.

## **12. Answer to fiscal questions**

Content posted by Fiscal Contributors in response to Fiscal questions is not intended to be fiscal advice or form of a fiscal adviser-client relationship. If you believe you have a fiscal claim, contact a fiscal adviser licensed in your country immediately to discuss your options.

Content is provided for information purpose only, with no assurance that the Content is true, correct, or accurate. No action should be taken, delayed or deferred based on the Content.

- Content is not a substitute for professional fiscal advice or a solicitation to offer fiscal advice regarding specifics facts. Should you ignore this warning and send specific or confidential information or post it as a comment, there is no duty to keep that information confidential or to discontinue or forego any representation adverse to your interest.

- You should not delay or forego seeking fiscal advice or disregard professional fiscal advice based on Content. Delay in seeking such fiscal advice could result in waiver of any claims you may have, depending on the applicable statute(s) of limitation.

Information posted on Dukascope 911 publicly or sent in an unsolicited message to Fiscal Contributors is not confidential and does not establish an attorney-client relationship without the explicit consent of the Fiscal Contributor.

### **13. Termination**

You may terminate the TCU D911, with or without cause and at any time, by discontinuing your access and use of Dukascope 911 and destroying all materials obtained from the Dukascope 911.

You agree that, without notice, Dukascope may terminate the TCU D911, or suspend your access to Dukascope 911, with or without cause at any time and effective immediately. The TCU D911 will terminate immediately without notice from Dukascope if you, in Dukascope's sole discretion, fail to comply with any provision of the TCU D911.

Dukascope shall not be liable to you or any third party for the termination or suspension of Dukascope 911 and/or access to the latter, or any claims related to the termination or suspension of Dukascope 911. Upon termination of the TCU D911 by you or Dukascope, you must discontinue your access and use of the Dukascope 911 and destroy promptly all materials obtained from the Dukascope 911 and any copies thereof.

### **14. Modification to Dukascope 911**

You agree that Dukascope Bank SA may without prior written notice, immediately terminate, limit your access to or suspends your account, any associated email address, and access to Dukascope 911. Cause for such termination, limitation of access or suspension shall include, but not limited to:

- breaches or violations of these TCU D911,
- requests by law enforcements or other governmental agencies,
- discontinuance or material modification to Dukascope 911 (or any part thereof),
- unexpected technical or security issues or problems, engagement by you in fraudulent or illegal activities.

Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in Dukascope's sole discretion and that Dukascope shall not be liable to you or any third party for any termination of your account, any associated email address or access to Dukascope 911.



Termination of your account for the service includes any and all of the following : (a) removal of access to all or part of the offerings within the service, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of all or part of the service.

**Dukascopy Bank SA**

(Valid without signature)