

1. **Use of Dukascopy Community** - "Community" is a web-based communication tool. Dukascopy Bank SA ("**Dukascopy**"), for the purpose of communication between users ("**You**") and between users and representatives of Dukascopy, grants You, at its entire discretion, a limited, non-exclusive, non-sublicensable, non-assignable, free of charge license to use Live Chat on a personal computer, mobile phone or other device.
You acknowledge and agree that no trading instructions or notifications of any kind You may want to make through the Community shall be accepted by Dukascopy.
2. **User's Identification** - Without so being obliged, Dukascopy may request at any time that You provide such indications to allow Dukascopy to establish Your identity with certainty.
3. **Recordings and Storage of Data** - Dukascopy may record and/or protocol all communications, including all data exchanged through Live Chat and You grant to Dukascopy an unlimited, royalty-free license on the content of all communication and data exchanged through Live Chat for an indefinite period of time. Dukascopy shall be entitled to use such recordings or transcripts thereof as evidence towards You and/or any party (including but not limited to any regulatory authority and/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 and/or You. However, You shall not rely on such recordings to be available.
4. **Risk Acknowledgement** - By communicating with Dukascopy through Live Chat, You acknowledge and agree that You are exposed to risks associated thereto such as - without limitation - the failure of hardware, software and communications network and infrastructure. The content of communications may be altered, may not reach their intended destination or may do so much later than intended, for reasons outside the control of the parties or may be duplicated, disseminated or intercepted by not authorised parties and/or reach other persons than the intended addressee(s). In some instances, telecommunication operators may impose restrictions to some services and/or may not accept the transfer of certain data or impose specific conditions thereto. You acknowledge, agree and accept the possible occurrence of the aforementioned mistakes, errors, interruptions or unavailability of communication and that You shall bear the responsible for any consequences thereof.
5. **Dukascopy's Waiver of Liability** - Live Chat is provided on an "AS IS" and "WITH ALL ITS FAULTS" basis. Dukascopy does not warrant that it will be able to maintain a continuous and uninterrupted service and shall have no liability in that respect, in case of interruption or failure, delay or errors in transmission of Live Chat. In particular, Dukascopy shall be free to interrupt the functioning of Live Chat at any time without prior notice to You for maintenance and/or upgrading purposes, without limitation. Dukascopy shall have no liability for any claims, losses, damages, costs or expenses, including attorneys' fees, to You and/or any third party arising from or in connection with the use of Live Chat.
6. *User's Waiver of Swiss Banking Secrecy - Although Dukascopy is a bank under Swiss laws, You acknowledge that Live Chat uses hardware that may be located outside Switzerland and, as a consequence, Swiss banking secrecy shall not apply. Therefore, You expressly waive the benefit of Swiss banking secrecy protection on all information and data exchanged through Live Chat and release Dukascopy from any liability in that respect.*
7. **Cross-Border Use** - You must use Live Chat in accordance with the laws of where you are located. In some countries there are restrictions on the use of software like Live Chat. It is Your responsibility to ensure that you are legally allowed to use Live Chat where You are located. By no means, using Live Chat outside of Switzerland shall be considered as Dukascopy conducting any activity abroad. In particular, Your license to use Live Chat as per section 1 above shall not be construed as an offer of any (financial) services from Dukascopy where this is not allowed or limited by law or statute.
8. **Content of Communications** - The content of communications is entirely the responsibility of the person from whom such content originated. You are responsible for the content you choose to communicate. In

particular, without limitation, You are responsible for ensuring that You do not submit material that is (a) copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless You are the owner of such rights or have permission from their rightful owner; (b) a falsehood or misrepresentation; (c) offensive, unlawful, harmful to minors, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise objectionable; (d) an advertisement or solicitation of business; or (e) impersonating another person. Dukascopy reserves the right (but shall have no obligation) to review content for the purpose of enforcing these terms. Dukascopy may in its sole discretion block, prevent delivery of or otherwise remove the content of communications.

9. **Important Restrictions** - You may not and You agree not to (a) sub-license, sell, assign, rent, lease, export, import, distribute or transfer or otherwise grant rights to any third party in Live Chat; (b) undertake, cause, permit or authorise the modification, creation of derivative works or improvements, translation, reverse engineering, decompiling disassembling, decryption, emulation, hacking, discovery or attempted discovery of the source code or protocols of Live Chat or any part or features thereof (except to the extent permitted by law); (c) remove, obscure or alter any copyright notices or other proprietary notices included in Live Chat; (d) use Live Chat or cause it (or any part of it) to be used within or to provide commercial products or services to third parties; (e) copy, store and/or anyhow use, share, disseminate, etc. all or part of the content of communications with Live Chat (as per section 8 above), including namely - without limitation - print screens, etc. **IT IS NOT PERMITTED TO POST CONTENT, CORRESPOND WITH, APPROACH, OR OTHERWISE CONTACT OTHER LICENSEES OR DUKASCOPY'S CLIENTS IN ORDER TO DISSEMINATE INFORMATION ON COMPETITORS OF DUKASCOPY, ADVERTISE DUKASCOPY'S COMPETITORS OR THEIR SERVICES, OR OTHERWISE ENGAGE IN COMPETITIVE PRACTICES BY USING THE SERVICES OFFERED TO THE LICENSEE. IN ADDITION TO CIVIL AND CRIMINAL CONSEQUENCES AS DESCRIBED IN THE SWISS UNFAIR COMPETITION ACT, EACH CONTRAVENTION OF THIS PROHIBITION SHALL RESULT IN AN OBLIGATION OF THE LICENSEE TO PAY ANTICIPATORY DAMAGES OF CHF 500.00**
10. **Governing Law** - These terms are governed exclusively by Swiss law. Any dispute in connection with the use of Live Chat shall be settled by Swiss courts.