

Release in use of telecommunication

As stipulated in the Chapter 9 of the Terms&Conditions

9.7. The Client and Dukascopy Europe are entitled to use various means of communication, such as telephone, fax, e-mail, internet, application programming interface (API), Skype, and other similar technological solutions for Communications purposes. By sending and receiving Communications to and from Dukascopy Europe through any of these communication means, the client acknowledges and agrees that he may be exposed to inherent risks such as, without limitation, the failure of hardware, software and communications infrastructure (including the Internet). The content of Communications may be altered, not reach their intended recipient or do so much later than intended due to reasons outside the control of the parties, or may be duplicated, disseminated or intercepted by unauthorized parties, and/or reach other persons than the intended recipients. Telecommunication operators may restrict certain services and/or not accept or restrict the transfer of certain data. As a result of any system unavailability, failure or other disruption, orders may either be not executed according to the Client's instructions or not be executed at all, or may not be placed or amended. Errors, disruptions, unavailability of the means of communication or delays in the transmission may affect trading accordingly. The Client acknowledges all risks described above and all similar risks ("**Telecommunications Risks**") and agrees to use the means of telecommunication at his own risk and of his own volition, assuming full responsibility. The Client confirms that he understands and assumes the risks inherent to the use of the SWFX Marketplace Trading System, programming tools and other electronic communication tools.