

Account Holder ("Client"):	Account number: (Filled by Dukascopy)
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V.03.04.2012

RELEASE IN RESPECT OF THE USE OF MEANS OF TELECOMMUNICATION

1. USE OF COMMUNICATION MEANS - For the purpose of communication, including trading instructions or notifications of any kind within the frame of their relationship, the undersigned Client and Dukascopy Bank SA ("Dukascopy") shall be entitled to use different means of telecommunication such as **telephone, fax, e-mail, internet, application programming interface (API), "skype"** and other similar technological solutions.

2. MAIN RISKS - By communicating with and accepting communication from Dukascopy through any of those communication means, the Client acknowledges and agrees that he/she is 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. As a result of any system unavailability, failure or other interruptions, trading orders may either not be executed according to the Client's instructions or not be executed at all. Any and all mistakes, errors, interruptions, unavailability of the means of communication or delays in the transmission may lead to mistakes, errors, interruptions or unavailability of trading: the Client acknowledges, agrees and accepts their possible occurrence and shall be sole responsible for any consequences thereof. All risks described above and all similar risks that may be associated with the use of the aforementioned means of communication are referred hereinafter as "**Telecommunications Risks**".

3. LIABILITY - The Client shall assume the entire responsibility for Telecommunication Risks and hereby fully discharges Dukascopy in advance from any liability in that respect. In particular, Dukascopy shall not be liable for any direct, indirect or implied consequences, for the Client or any third party, of any of the Telecommunication Risks. Further, Dukascopy does not warrant that it will be able to maintain a continuous and uninterrupted link with the Internet and shall have no liability in that respect. Dukascopy shall have no liability for any claims, losses, damages, costs or expenses, including attorneys' fees, to any Client or any third party arising from or in connection with any Telecommunication Risks.

4. CLIENT'S INSTRUCTIONS - Dukascopy shall act upon instructions conveyed by the aforementioned means of communication emanating from the Client, his/her attorney and/or duly authorized representative(s), 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 telephone, fax, e-mail or other (electronic) means, failing which Dukascopy shall in no case be liable for duplicate execution. In case of reasonable doubt, Dukascopy reserves itself a discretionary right not to execute any received instructions and to request a confirmation in original writing prior to proceeding. Dukascopy shall have no liability for any claims, losses, damages, costs or expenses, including attorneys' fees, to any Client or any third party arising from such refusal/delay of execution due to uncertainty in the instructions.

5. CLIENT'S IDENTIFICATION - Without so being obliged, Dukascopy may request from the Client, his/her attorney and/or authorised representative(s) such indications to allow Dukascopy to establish the latter's identity. Except cases of gross negligence or wilful default, Dukascopy shall have no liability whatsoever in case of abuse or falsification by non-authorised third parties of the Client's name, signature, password or login, or any other designation or the name or signature of any person(s) having signature authority or power of attorney over the Client's account.

In case of **joint accounts**, the liability of the Clients shall be joint and several, and Dukascopy may act upon instructions received from any of them, individually, without seeking confirmation from the other one(s).

6. RECORDINGS - Dukascopy may record and/or protocol all telephone conversations, Internet conversations (chats), e-mails and meetings 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 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 the Client. However, the Client should not rely on such recordings to be available.

This document is deemed to be an integral part of the account opening documentation of Dukascopy including the Marketplace Trading Conditions.

Place and date: _____

Signature(s): _____