

TERMS & CONDITIONS

GETCASH SWAP TRANSACTIONS

1. General terms

Clients that use Multi-Currency Accounts and have fixed term staking deposits (stakes) in Dukascoins (with Dukascoin reward or with fiat reward) can apply to Dukascopey Bank SA (hereinafter – **Dukascopey** or **the Bank**) for GETCASH Swap (hereinafter – **GCS, Swap** or **Service**) between Dukascopey and the Client under present Terms & conditions. The Service is available for both storage types of the stake – for Dukascoins held by the Client internally with the Bank or externally in Blockchain on external blockchain wallet that belongs to the Client.

By accepting these Terms & Conditions, the Client hereby expressly agrees with all the following terms and confirms that the Client understood and accepted all the limitations, procedures, fees and risks associated with this Service and cryptocurrencies in particular.

The present Terms & Conditions form an integral part of General Terms and Conditions for Current Accounts and can be amended, modified, changed or revised at any time without prior notice. Any such changes will take effect when posted on the Dukascopey website unless other term is specified.

It is Client's obligation to regularly review the website of Dukascopey Bank SA where relevant information may be published.

2. About the Service

In order to apply for GCS to use the Service, the Client should be the person that has a Multi-Currency Account with Dukascopey (hereinafter – **Account**) and fixed term staking deposit in Dukascoins (with Dukascoin reward or with fiat reward).

GCS is a SWAP program, which means transaction where eligible Client sells Dukascoins (TOD transaction) to Dukascopey at the price specified before the transaction (Swap Price) with buyback obligation of the Client to buyback Dukascoins in one calendar month (at a Settlement date) at the Buyback price, which means the price equal to Swap Price plus Swap Fee.

GCS transactions are allowed only for beneficial owners of Dukascoins and fiat money that are used in such transactions. It is prohibited to use Blockchain wallet that does not belong to Client or to transfer access to Blockchain wallet to anybody, as long as Client's Account with Dukascopey remains open.

It is prohibited to transfer and use Dukascoins and fiat money to acquire unlawful goods, unlawful services and in the context of any unlawful activities. The Client bears sole responsibility in case of the use of the Service in unlawful activities.

3. Application for GCS by the Client and creation of GCS

In order to use the Service and to initiate GCS, the Client should apply for GCS to Dukascopey via Client's user interface.

Initial new GCS application steps:

- the Client defines fixed term staking deposit in Dukascoins (DUK+) that will be used for GCS;
- information about proposed Swap Price value will be displayed on Client's user interface;
- the Client defines amount in EUR to receive – Swap Price;
- the Client reviews application, GCS contract amount, Swap Price, Swap Fee, Settlement date, proposed DUK+/EUR rate, confirms new GCS application and sends it to Dukascopey.

The Bank takes no obligation to enter into GCS with the Client. Every application of the Client can be accepted or declined by the Bank, including new GCS or rollover of existing GCS.

The minimum GCS contract amount is EUR 300 EUR. The maximum total amount of Outstanding Swap or expired, but not bought back Swap shall not exceed EUR 50'000 per one fixed term staking deposit in Dukascoins.

After Dukascopey accepts new GCS with the Client, the Client shall transfer full amount of Dukascoins on particular fixed term stake to Dukascopey and then Dukascopey shall transfer specified amount of EUR to Client's Account.

In case of fixed term stake held externally with the personal blockchain wallet of the Client, for execution of GCS the Client shall have 1 day to make a reliable blockchain transaction (12 block confirmations) from his declared blockchain wallet to specially created dedicated Dukascopey's wallet (wallets). If the Client fails to proceed and properly complete such reliable blockchain transaction, GCS deal is considered cancelled and the Client could apply for new GCS.

4. Swap Price

Swap Price is a fixed EUR amount per 1 Dukascoin that is paid under GCS, when Dukascopey buys Dukascoins from the Client and when the Client buybacks Dukascoins from the Bank.

Swap Price is proposed by Dukascopey, and it is client decision to accept it or not. Client agrees and accepts that Swap price may be lower than current price on Dukascoin Marketplace.

5. Swap Fee

For the use of the Service Dukascopy will charge and the client shall pay a Swap Fee. Swap Fee is proposed by Dukascopy and accepted by the Client before entering in to GCS. The exact amount of Swap Fee will be specified at the moment of placing of Client's GCS application.

6. GCS and fixed term stake of the Client

The Client expressly agrees that as long as Dukascoins that are used for GCS Swap are placed on staking program (with fiat or Dukascoins reward), the final term of the related fixed term stake will be correspondingly prolonged for the term of Swap, including for the term of the rollovers of GCS (if any). A reward for Client's fixed term stake remains unchanged.

7. Buyback of Dukascoins by the Client from Dukascopy under GCS

Buyback Price shall mean full Swap Price amount plus full Swap Fee amount. At the Settlement date the Client must settle full amount of Swap at Buyback price and then the Client receives back from Dukascopy Dukascoins used in GCS.

8. Rollover of a Swap

Alternatively, the Client can apply to Dukascopy to make a rollover (prolongation) of a Swap for one month at the same Swap Price, Swap Fee and Buyback price thus doing another GCS.

In case the Swap Rollover accepted by Dukascopy, the new Settlement date is set in one calendar month from initially set Settlement date (+1 month).

For each 1-month Swap rollover the Client shall pay an additional fee equal to Swap Fee. Such additional fee shall be paid by the Client not later than the Settlement date. The Client may apply for the prolongation starting from Swap execution date till the Settlement date.

9. GCS cancellation

If the Client failed to settle full amount of Swap at Buyback price or to rollover a Swap by paying a Swap fee, the GCS is considered as cancelled and the Client loses the possibility to buyback his DUK+ at Buyback price.

In this case, the following provisions shall apply:

- Fixed term stake of the client used for GCS will be irrevocably cancelled and the client loses the right to receive rewards related to this fixed term stake;

- The Bank is entitled to charge Swap Fee, Swap Amount and a cancellation penalty (which is equal to 5% of full amount of Dukascoins on particular fixed term stake transferred by the Client to the Bank under particular GCS) from the amount of Client's fixed term deposit in Dukascoins, using DUK+/EUR rate previously agreed under GCS. Leftover DUK+ shall be sent to the Client's account.

10. Disclaimers

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DUKASCOPE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. DUKASCOPE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE WEBSITE, ANY PART OF THE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. DUKASCOPE IS NOT LIABLE FOR ANY DISRUPTION OR LOSS A USER MAY SUFFER. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE SERVICES AND WEBSITE. WITHOUT LIMITING THE FOREGOING, YOU HEREBY ACKNOWLEDGE AND ACCEPT THE VARIOUS RISKS INHERENT TO USING CRYPTOCURRENCY INCLUDING BUT NOT LIMITED TO HARDWARE FAILURE, SOFTWARE ISSUES, INTERNET CONNECTION FAILURE, MALICIOUS SOFTWARE, THIRD PARTY INTERFERENCE LEADING TO LOSS OR LACK OF ACCESS TO YOUR ACCOUNT OR WALLET AND OTHER USER DATA, SERVER FAILURE OR DATA LOSS. YOU ACCEPT AND ACKNOWLEDGE THAT DUKASCOPE WILL NOT BE RESPONSIBLE FOR ANY COMMUNICATION FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS OR DELAYS YOU MAY EXPERIENCE WHEN USING THE SERVICES, HOWEVER CAUSED.

11. Limitation of liability

IN NO EVENT SHALL DUKASCOPE, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ADVISORS, CONSULTANTS OR REPRESENTATIVES 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 THIS TERMS & CONDITIONS, US, OR OUR SERVICES, EVEN IF THE DUKASCOPE 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.

12. Indemnification

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DUKASCOPE 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 AND/OR USE OF THE SERVICE;

(B) YOUR BREACH OR ALLEGED BREACH OF THIS TERMS & CONDITIONS; OR (C) ANY MISREPRESENTATION MADE BY YOU. YOU WILL COOPERATE AS FULLY AS REQUIRED BY US IN THE DEFENCE OR SETTLEMENT OF ANY CLAIM.

13. Dispute resolution

Forum and venue. Any dispute, controversy or claim arising out of, or in relation to, the present Terms & Conditions, 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 & Conditions, as well as any Disputes, whether in court or arbitration, which might arise, without regard to conflict of law provisions, such as the Swiss Private International Law Act.

14. Availability and termination of our Services

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

Termination. We may modify, suspend, or terminate your access to or use of the Service anytime for any reason, such as if you violate the letter or spirit of our Terms & Conditions or create harm, risk, or possible legal exposure for us, our users, or others.