

Terms and Conditions

Crypto LMFx is a service provided by Live Markets LLC (henceforth may be referred to as “The Service”).

The following Terms and Conditions are presented to our clients as a binding document, facilitating our relationship from this point on.

1. Terms and definitions

The present Agreement has the following terms definitions below, unless specified otherwise:

1.1. Agreement means the current User Agreement.

1.2. Account means the functional part of the System which controls the User’s Funds and operations conducted with them.

1.3. Anti-Money Laundering is the term used for the concealment of illegally obtained money, typically by means of transfers involving foreign banks and legitimate financial institutions. The full Agreement text is available at: https://lmfx.com/docs/en/crypto/Anti_Money_Laundering_Statement.pdf

1.4. Cryptocurrency means a digital alternative form of payment or currency for peer-to-peer transfer that has no central issuer and is distributed directly between the owners of said currency.

1.5. Deal is defined as an agreement on exchange of rights on Cryptocurrency concluded between the Users of Crypto LMFx.

1.6. Deposit means a transaction involving a transfer of Funds to the Account of the User.

1.7. Crypto LMFx is a service provided by Live Markets LLC incorporated in Comoros Union with Company number HY01023439 and Brokerage License Number: T2023402 and operates as “Crypto LMFx”.

1.8. Exchange Rate is the relation at which the amount of Funds and the price offered by the User for Deals are exchanged.

1.9. Fees are defined as fixed rewards to Crypto LMFx by the parties of deals and the prices for additional services rendered by Crypto LMFx.

1.10. Funds mean Fiat money and Cryptocurrency used during the execution of Deals.

1.11. Order means User’s offer to close a Deal on certain conditions.

1.12. Parties mean Crypto LMFx and the User.

1.13. Crypto LMFx Account (wallet) means a set of protected pages created as a result of the User registration in the System. Through said System the User can place Orders for further execution of Deals as well as pay the Crypto LMFx commissions stipulated (Maker and Taker fees) by the present Agreement. The Crypto LMFx account reflects information about placed and canceled Orders, closed Deals, available funds and/or Cryptocurrency and other information determined by the functions of the Site.

1.14. Privacy Policy means the Service’s responsibility to obtain certain personal and financial information from the Client, in order to set up and operate the Clients account and is an essential part of the Agreement which text is available here: https://lmfx.com/docs/en/crypto/Privacy_Policy.pdf



1.15. The website (also written as a web site) is the collection of web pages and related content that is identified by a common domain name and published on <https://crypto.lmfx.com>

1.16. Services means the services to be provided by Crypto LMFx to the Client interpreted by these Terms and Conditions. Services is inclusive of any dealing, order routing, advisory or other services which The Service provides from time to time to the Client by remote access via the Internet and which are subject to these Terms provided by Crypto LMFx.

1.17. System means set of software and technical means used by the Crypto LMFx in automatic mode to process operations conducted by the User in their Crypto LMFx account.

1.18. User means a natural or legal person, accepted by The Service as its Client, to whom services will be provided by Crypto LMFx under the "Terms and Conditions".

1.19. User Account Data means User Data necessary to sign in and use the System – login ID, password, email and other data indicated during the registration process as well as after it.

1.20. Withdrawal is defined as an operation involving a transfer of Funds from the User's Account.

Any other terms and definitions found in the text of the Agreement should be interpreted by the Parties according to the laws of the Union of the Comoros and to the general rules of interpretation of such terms accepted commonly across the world.

Any headings and notes employed in these Terms are intended for convenience purpose only and must not affect the content and interpretation of these Terms.

2. Subject of the agreement

2.1. Under the Agreement Crypto LMFx provides to the User the following services:

- Allows access to the System in order to carry out Deals;
- Allows access to the Account within the System;
- Grants information necessary for the use of the System and carrying out Deals.

2.2. Depending on the User's place of residence, the User may not be able to use all the functions of the Site. It is the User's responsibility to follow those rules and laws in their place of residence and/or place from which the User accesses this Site.

2.3. The User acknowledges and agrees that, when completing Trading Transactions, they are trading with another User, and that Crypto LMFx is not a counterparty to any trade.

2.4. Essential parts of the present Agreement are sections dedicated to our Privacy policy, Anti-Money Laundering Policy, Complaint Handling Procedure and the Fees charged for the services provided by The Service.

3. Access to the system and registration process

3.1. Crypto LMFx allows access to the User, thus providing information about the System, Currency Rates offered by other Users, closed Deals and about placed Orders before the registration process is completed.

3.2. In order to acquire access to the System, the User must complete the registration process. Once the process is finalized, the User will get access to the Crypto LMFx account created on the basis of the User Account Data.



3.3. The User is responsible for choosing a password during the registration process. The User can change the password at any time after the registration process is completed. The User is required to safeguard password and User Account Data from unauthorized access by third parties and is the one to determine the best way to save this data and take steps to prevent it from being discredited. In case of loss or discrediting the password and/or the User Account Data as well as in cases when third parties illegally obtain access to the User's Personal Account, the User has to inform the Crypto LMFx about these circumstances by contacting the technical support team (crypto@lmfx.com). Until Crypto LMFx receives the corresponding message, all the actions made from the User Personal Account will be considered as made by the proper User as the holder of the Account.

3.4. The User may only create one Crypto LMFx account and cannot use two or more Crypto LMFx accounts. Any duplicate registrations will be considered as a breach of this Agreement.

4. The account

4.1. After registering in the System the User is granted access to their Crypto LMFx Account. The User can operate personally using their Crypto LMFx Account as well as instruct the System to execute operations with their Crypto LMFx Account automatically.

4.2. The Crypto LMFx platform contains in the User's Account all information necessary for the replenishment of the Account Balance and instructions for the withdrawal of Funds from the Account.

4.3. To replenish their Balance the User has to transfer Funds according to the payment instructions supplied by Crypto LMFx in the respective User Account. The User is responsible for paying commissions and service fees related to the transfer as well as assume any risks for indicating incorrect details.

4.4. The Account is considered to be replenished when the corresponding amount of funds enters the current account of Crypto LMFx or when a corresponding message appears in the Crypto LMFx wallet indicating The Service has received no less than 6 (six) confirmations.

4.5. The Crypto LMFx platform commits to receive Cryptocurrency Funds from Users, ensure their safekeeping, keep a record of them, execute transactions and make them available to the Users upon their request.

4.6. The Crypto LMFx platform keeps a record of the funds transferred to the Account and does not keep Users' money. Money transfers during the Account replenishment as well while executing Deals between the Users are carried out by third parties (aggregators, payment institutions and other facilitators). Crypto LMFx is not liable for actions by these third parties.

4.7. All Account operations are carried out at the User's request. The Crypto LMFx platform does not accept orders on carrying out any operation with the User Account from third persons except otherwise is stipulated in the Agreement or when specified in other agreements between the Parties.

4.8. All Funds placed on in the Account are property of the User. The Crypto LMFx platform cannot block Funds in the Account without explicit instructions made by the User as well as write-off Funds only in cases stipulated by the Agreement.

4.9. Interests do not apply to the remainder amount of Funds in the User Account, and The Service is not committed to pay the above-mentioned interests.

4.10. To withdraw Funds from the Account, the User has to fill in the corresponding form in their Crypto LMFx Account. The User will get a message sent to the email address, indicated during the



registration process, asking to confirm or to deny the withdrawal operation. In case the User denies or does not confirm the withdrawal, the Funds will remain in the Account.

4.11. The System sets some restrictions for Funds withdrawals and the User cannot initiate a withdraw of Funds during 3 (three) days after changing their User Account Data, which includes changing or restoring password, and also changing their authorization method.

4.12. The User acknowledges and agrees that, due to the inherent nature of the cryptocurrency networks, depositing and withdrawing Cryptocurrencies into/from their Account may take between one (1) hour and seventy two (72) hours, barring unforeseen or unavoidable network issues.

4.13. Unverified users are not allowed to withdraw any Cryptocurrencies from their Account within forty-eight (48) hours after the Account was created.

4.14. In case the User discovers suspicious transaction activity, including but not limited to unknown deposits and withdrawals, on their Account that were not initiated by the User, the User shall immediately notify Crypto LMFx of this fact and follow the instructions sent by Crypto LMFx. Otherwise, The Service reserves the right to freeze the Account until the end of investigation.

5. Trading deals

5.1. The Deals in the System are made on the basis of Orders placed by the User and according to the conditions stipulated by the Parties, taking into consideration the preliminary conditions of the agreement on consensual transfer of rights to Cryptocurrency. Crypto LMFx in no circumstances should be considered the dealing party. All the Deals are conducted between the Users through the information support of Crypto LMFx.

5.2. The User acknowledges that an Order shall only be issued after careful consideration and understanding and with recognition of the consequences of its' execution.

5.3. Crypto LMFx charges a reward for the execution of Deals. The commission rewards are determined by the Fees.

5.4. To place an Order The User has to replenish their Account for the amount indicated in the Order and fill the corresponding form in the page 'Trades' or 'Exchange' depending on the Order type that can be consulted in the section 6 of the present Agreement.

5.5. The User's Order is registered in the System after verifying the availability of required amount of Funds on the Account. Crypto LMFx controls the possibility of Users carrying out transactions and by this strengthens confidence between the Users and reduces the risk of non-execution of Users' obligations under the Deals. The System does not register the Order if the Account does not have enough Funds for conducting the Deal.

5.6 If a client is found to abuse the Order function, or not use it as it was intended, The Service has the right to restrict the user from opening new Orders. The system will, thus, not register new Orders until the issue is resolved in a satisfactory manner.

5.7. The User can recall the Order at any moment until its' full execution.

5.8. All Users can consult an Order until it is fully executed or recalled. Placed Order represents a User's proposal to close a Deal.



5.9. The Deal on the placed Order is closed when the System registers a Counter Order placed by another User. Counter Orders are reverse orders that have the same Exchange Rate. The registration of counter orders in the System is considered the User's acceptance of the offer. The Order is considered executed at the moment of the counter order registration in the System.

5.10. An order can be executed partially. If this happens the System will place another Order for the amount of unencumbered balance of the originally placed Order.

5.11. The execution of the Order is realized by transferring the corresponding Funds indicated in counter orders to Users Accounts. Transfer of these Funds is made automatically by the System. Herewith the actions realized by the System are considered to have been realized at the User's request.

5.12. Such actions as placing Orders, calling them back and the closing of Deals are reflected in the User Crypto LMFx Account.

5.13. The information about the closed Deals is available for all Users during a period of time determined by the Crypto LMFx platform.

6. Types of orders

6.1. Simple buy order

6.1.1. A simple buy Order represents the User's offer to buy a certain amount of Funds at the Exchange Rate set by the User.

6.1.2. To place a simple buy Order the User has to fill the corresponding form in the Crypto LMFx Account indicating the amount of Funds to buy and setting the Exchange Rate.

6.1.3. A simple buy Order can be executed at a lower Exchange Rate than the one indicated in the placed Order. Herewith the User will be refunded with the excessively paid part of the commission. A simple buy Order cannot be executed at a higher Exchange Rate than the one indicated in the placed Order.

6.2. Simple sell Order

6.2.1. A simple sell Order represents the User's offer to sell a certain amount of Funds at the Exchange Rate set by the User.

6.2.2. To place a simple sell Order the User has to fill the corresponding form in the Crypto LMFx Account indicating the amount of Funds to sell and setting the Exchange Rate.

6.2.3. When placing a simple sell Order the User has the possibility to use additional functions of the System like 'Stop Loss' or 'Trailing Stop'. Marking a special box opposite the corresponding field in the form for placing a simple sell Order is considered the ground for using these functions.

6.2.4. To use a 'Stop Loss' the User has to indicate in the form the minimum price at which the Order can be executed. If the System Exchange Rate falls the placed Order will be executed when reaches the value indicated by the User in the box 'Stop Loss'.

6.2.5. To use a 'Trailing Stop' the User has to indicate in the form the amount of Funds to sell as well as 'Trailing Stop' and 'Stop Loss' values. The Funds will be offered for sale at a highest current Exchange Rate determined by the System. If the System Exchange Rate starts to raise and will increment by the value indicated in the box 'Trailing Stop', the Exchange Rate for the Order placed by



the User will increment by a corresponding amount. Herewith 'Stop Loss' index will increment by the amount indicated in the box 'Trailing Stop'.

6.3. Market buy Order

6.3.1. A market buy Order represents the User's offer to buy a certain amount of Funds without setting the Exchange Rate.

6.3.2. To place a market buy Order the User has to fill the corresponding form in the Crypto LMFx Account indicating the amount of Funds to buy.

6.3.3. The Order will be executed at the lowest Exchange Rate found among the Orders placed by other Users.

6.3.4. The Crypto LMFx reward for the operation will be charged immediately at the moment of the Deal closure.

6.4. Market sell Order

6.4.1. A market sell Order represents the User's offer to sell a certain amount of Funds without setting the Exchange Rate.

6.4.2. To place a market sell Order the User has to fill the corresponding form in the Crypto LMFx Account indicating the amount of Funds to sell.

6.4.3. The Order will be executed at the highest Exchange Rate found among the Orders placed by other Users.

6.4.4. The Crypto LMFx reward for the operation will be charged immediately at the moment of Deal closure.

6.5. Complex buy and sell Order

6.5.1. A complex buy and sell Order represents the User's offer to buy a certain amount of Funds at the Exchange Rate set by the User and to sell the acquired amount of Funds at the Exchange Rate set by the User. So, when the User places a complex buy and sell Order, the System in its turn places firstly a simple buy Order and when it is executed, places a simple sell Order.

6.5.2. To place a complex buy and sell Order the User has to fill the corresponding form in the Crypto LMFx Account indicating the amount of Funds to buy and setting the Exchange Rate as well as setting the Exchange Rate to be used during the sale of the acquired Funds.

6.5.3. This type of Order is governed by a set of rules elaborated for simple buy Order and simple sell Order with specificities related to complex buy and sell Order.

7. Detection and prevention of illegal site and system use

7.1. The User is prohibited to use the Site and/or the System in any other way than those stipulated in the Agreement; in particular, the User is not allowed to advertise products on the Site in case the Parties have not entered an additional specific agreement.

7.2. The User is prohibited to use the Site and/or the System with unlawful aims including laundering of money derived from criminal activity, financing of terrorism and involvement in extremist activity.

7.3. The User is obliged to go through the identification process established by the System or third parties (aggregators, credit or other organs) during the Deal-making process as well as fulfil the



requirements stipulated by Comoros law in the field of counteraction of laundering (legitimization) proceeds of crime.

8. Risk warning

8.1. The User guarantees that they understand the general principles of work with Cryptocurrencies and are aware of Cryptocurrency of the following characteristics affecting its value and risks related to it:

Price volatility: The value of cryptocurrencies is extremely volatile. They are vulnerable to sharp changes in price due to unexpected events or changes in market sentiment.

Price transparency: When compared with fiat currencies, there can be more significant variations in the pricing of cryptocurrencies used to determine the value of User's position. There is a greater risk that the User will not receive a fair and accurate price for the underlying cryptocurrency when trading.

8.2. The User should only participate in trading deals if they has a sophisticated knowledge of financial markets and fully understands the risks associated with cryptocurrencies.

8.3. The User guarantees that they have a right to execute transactions with Cryptocurrency and possesses a full legal capacity.

8.4. The User understands that Crypto LMFx in no way influenced by the Exchange Rate set by the Users, does not give recommendations on Exchange Rate determination and does not forecast the rates. The User is responsible for all economic risks related to choosing particular Exchange Rate. The Crypto LMFx Service does not guarantee that a Deal will be finally closed and that the conditions of this Deal will be beneficial for the User.

8.5. The User understands that the Crypto LMFx in no way bears relation to the deal conduction and/or transactions related to Cryptocurrency. Correspondingly the Crypto LMFx Service does not assume the responsibility to guarantee terms and/or possibilities of carrying out this or that operation and/or transaction related to Cryptocurrency, which are necessary for Deal making.

8.6. The User understands that all the operations with Cryptocurrency have an irreversible character and that Funds acquired during the Deal can be returned only on the basis of additional specific agreement with other User.

9. Referral program

9.1. Upon registration all clients are granted access to the referral program.

9.2. Participants receive a unique referral link that they can share with others.

9.3. Each commission program is personal. All requests for details in regards to the commission program that we are able to provide must be send to crypto@lmfx.com

9.4. Payouts are made on the first day of each consequent month.

9.5. Crypto LMFx reserves the right to delay, withhold the partial or full amount of a given commission in case we deem a User, engaged in referring, has not acted in good faith or has otherwise attempted to defraud The Service via the referral program.

9.6. The referral program does not authorize a client to use any part of our website, trademarks or services, or act as an agent of The Service without any prior written consent.



9.7. Disputes between two or more referrals regarding one or more clients must be resolved with the use of our Complaint Handling Procedure.

9.8. Crypto LMFx reserves the right to amend, suspend in part or whole the referral program according to our Terms and Conditions.

10. Intellectual property and restrictions on site and system use

10.1. The Site and the System contain fruits of intellectual labor that belongs to Crypto LMFx, affiliated persons and other related parties, sponsors, partners, representatives, all the parties acting on behalf of Crypto LMFx and other third parties.

10.2. By using the Site and the System the User acknowledges and agrees that all Site content and the structure of Site content are protected by copyright, trademark and other rights concerning the results of intellectual activity, and that the above mentioned rights are authentic and are protected in their every form, in all carriers and regarding all existing and created later technologies. No rights as well as no Site nor System content are committed to the User as a result of Site and System use or on the conclusion of the Agreement.

10.3. To avoid any misunderstanding the User is prohibited to:

- Copy and/or diffuse any items of intellectual property published on the Site and/or in the System except when this function is clearly contemplated by the Site and/or the System;
- Copy or use in any other way the program part of the Site and/or the System as well as its design;
- Diffuse on the Site and/or in the System personal data of third persons without their permission; change in any way the program part of the Site and/or the System, take any actions aimed at changing the functionality and operability of the Site and/or the System.

11. Responsibilities of the parties

11.1. In case the User violates the conditions of the present Agreement, the legislation of the Comoros, or in case they conspires with another User to violate the conditions of the Agreement, The Service will be compelled to block the User's Personal Account, prohibit or restrict their access to certain or all functions of the System using their Personal Account.

11.2. If the Crypto LMFx Service detects that a User has violated paragraph 8 of the present Agreement, The Service will have the right to block the User's Personal Account and demand indemnity for losses.

11.3. Crypto LMFx is not responsible for the operability of the Site and/or the System and does not guarantee its continuous operation. Crypto LMFx does not guarantee the safety of the information published on the Site and/or in the System as well as does not guarantee the possibility of continuous access to the information about Orders and closed Deals, the possibility of Order placement and of making Deals.

11.4. The User uses the Site and the System in its original form at their own risk. The Service does not guarantee the achievement of any results by the User owing to the Site and/or System use.



11.5. Crypto LMFX does not guarantee that the Site and the System satisfy the requirements of the User as well as does not guarantee continuous, fast, safe and error-free access to the Site and/or the System.

12. Special conditions

12.1. The Site and the System can contain external links to other sites in the Internet network (third party sites). The above mentioned third party sites and their content are not checked by criteria of conformity with certain requirements (authenticity, completeness, legality, etc.). The Service will not be liable for the information and the materials published on third party sites, which the User can access via the Site and/or the System as well as does not assume any responsibility for expressed opinions or statements, advertising materials, the accessibility and possible consequences of use of third party sites.

12.2. Crypto LMFX has the right to transfer rights and debts under all obligations derived from the Agreement. By accepting the present Agreement the User gives their consent on transferring rights and debts to any third party. In case of rights and/or debts are transferred, The Service will inform the User about it leaving the corresponding message on the Site and/or in the System.

12.3. Making a transaction, the User agrees and carries the entire risk on the transaction. There cannot be made any claims towards Crypto LMFX for the cancellation of a Transaction. Crypto LMFX does not accept or process applications from anyone for the return and/or cancellation of an operation.

13. Warranties

13.1. Neither Crypto LMFX nor its affiliates make any specific promises about functioning of the Site and/or System. For example, Crypto LMFX does not make any commitments about the content of the Site, the specific functions of the System, or their reliability, availability or ability to meet the User's needs. Crypto LMFX provides the Site and System "AS IS".

13.2. To the extent permitted by law Crypto LMFX excludes all warranties, guarantees, conditions, representations, and undertakings.

14. Limitation of liability

14.1. To the extent permitted by law neither Crypto LMFX nor Crypto LMFX's affiliates, and Crypto LMFX's suppliers and distributors will be responsible for lost profits, revenues, financial losses, indirect, special, consequential, exemplary damages.

14.2. To the extent permitted by law the total amount of Crypto LMFX's liability, its affiliates, and Crypto LMFX's suppliers and distributors is limited to the amount you paid to Crypto LMFX for all Services provided up to 10,000 USD prior to the event giving rise to the liability.

14.3. Crypto LMFX, its affiliates, and Crypto LMFX's suppliers and distributors will not be liable for any expense, loss or damage that is not reasonably foreseeable.



15. Indemnification

15.1. The Client must indemnify The Service and keep The Service indemnified against all losses, expenses, costs and liabilities (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by The Service as a result of or in connection with The Service's business dealings.

15.2. The party seeking indemnification in any case shall promptly give written notice to the other of the claim for which indemnification is sought and shall cooperate with the other party in the defense of such an action or suit. The failure to give or delay in giving any such notice shall not limit the indemnifying party's rights hereunder except to the extent it is prejudiced thereby. The indemnifying party shall have the right, at its expense, to direct any such legal proceeding and the negotiation and settlement of any such claim or demand. The indemnifying party shall have no liability for any settlement made without its consent or for any fees or expenses incurred by the other party after the indemnifying party begins directing the legal proceeding.

16. Dispute settlement

16.1. Any issue, arising from the use of The Service, should be handled by both Parties as prescribed in the Complaint Handling Procedure first, which text is available here https://lmfx.com/docs/en/crypto/Complaint_Handling_Procedure.pdf

16.2. The Parties shall aim to solve all disputes, differences and claims that can arise out of the execution, termination or cancellation of the Agreement by means of negotiations. The Party that has put forward claims is to send a notification to the other Party describing the arisen claims and/or differences.

16.3. The Party in default on its obligations hereunder shall promptly cure the breach and take due measures to eliminate the consequences. Any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity) shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration

16.4. If any dispute occurs as to the performance or interpretation of the present Agreement that cannot be resolved amicably or in arbitration The Service is entitled to demand the dispute be settled by the Court in location where the The Service resides.

17. Amendments of the agreement

17.1. At each successive visit to the Site and before starting the use of the Crypto LMFx Account the User agrees to familiarize themselves with the new version of the Agreement, Privacy Policy, Complaint Handling Procedure, Anti-Money Laundering Policy and our Fee structure. Should the User continue to use the Site and the System it will be considered as their agreement with new versions of the corresponding documents.



17.2. If the User does not accept new terms of the Agreement, Privacy Policy, Anti-Money Laundering Policy, Complaint Handling Procedure and the Fee structure, they should cease using the Site and conducting Deals with other Users.

17.3. The client acknowledges that they have read, understood and accepted the Privacy Policy and that it may be amended from time to time, in addition to any information contained within The Service's website available online at <https://crypto.lmfx.com>

18. Concluding provisions

18.1. With the exception to the cases defined by the Agreement and the current legislation, all the notifications, messages and documents related to the fulfillment of obligations from the Agreement should be sent to and are considered as received by the Parties if they have been sent via email from the authorized address of one Party to the authorized address of the other Party. An authorized address can be:

For the User: the email address indicated in the User Crypto LMFx Account;

For Crypto LMFx: crypto@lmfx.com

18.2. Crypto LMFx and all legal relations concerning it are regulated by the legislation of the Comoros without taking into account its conflict rules. Any disputes are solved according to the legislation of the Comoros.

18.3. If any clause of the Agreement is found void and unenforceable by a court decision, it will not affect the validity of other clauses of the Agreement, which shall remain valid and enforceable.

