Terms and conditions

THANK YOU FOR CHOOSING CoinMarketSolutions (hereinafter referred to as the «Site»).

This Agreement is an electronic agreement between you (the "User») and ECM Limited, a company registered at Suite 305, Griffith Corporate Centre P.O. Box 1510, Beachmont Kingstown St. Vincent and the Grenadines regarding your use of the http://CoinMarketSolutions.com website, as well as all services, products, and content provided by ECM Limited.

Your creation of an account or use of the http://CoinMarketSolutions.com website is a confirmation that you have read, understand and fully accept the terms of the current Agreement with possible subsequent changes and additions to it.

QYT OÜ 14830024 Peterburi tee 47, Lasnamäe linnaosa, Tallinn, Harju maakond, 11415 acts on behalf of ECM Limited Suite 305, Griffith Corporate Centre P.O. Box 1510, Beachmont Kingstown St. Vincent and the Grenadines.

THE APPROPRIATE ACCEPTANCE OF THIS OFFER IS THE IMPLEMENTATION OF THE NEXT STEPS BY THE USER:

ACKNOWLEDGMENT WITH THE TERMS OF THE USER AGREEMENT AND ALL ANNEXES TO IT;

FILLING VALID AND ACTUAL INFORMATION INCLUDING A GENUINE LOGIN, E-MAIL ADDRESS, PASSWORD, AND ALSO INTRODUCING THE CAPTCHA CODE IN THE REGISTRATION FORM LOCATED AT THE ADDRESS http://CoinMarketSolutions.com;

PROVISION OF THE REQUIRED NOTICE IN THE SPECIAL FIELD UNDER THE HEAD "I ACCEPT THE AGREEMENT TERMS" IN THE REGISTRATION FORM;

PRESSING THE "CONTINUE" BUTTON AFTER FILLING IN THE REGISTRATION FORM.

AFTER THE USER PRESSES THE "CONTINUE" BUTTON AND THE APPLICATION OF THE SPECIAL MESSAGE ON SUCCESSFUL REGISTRATION, THE REGISTRATION PROCESS IS CONSIDERED FINISHED, AND THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AGREED.

Terms and conditions

ATTENTION: IF YOU DO NOT AGREE TO THE TERMS OF THIS USER AGREEMENT, PLEASE DO NOT REGISTER ON THE SITE http://CoinMarketSolutions.com AND DO NOT USE ECM Limited. ECM Limited and a third party using the site located on the Internet at http://CoinMarketSolutions.com entered into this User Agreement on the specified conditions.

Terms and conditions

In this Agreement, the terms listed will have the following meanings, unless otherwise indicated in the text:

1.   "Agreement" is a User Agreement.

2.   "Account" is a functional part of the System designed to account for User Funds and operations with them.

3.   "Anti-money laundering anti-money laundering policy" is a program to prevent money laundering from criminal activities and in connection with the financing of terrorism, which is an integral part of the Agreement.

4.   "Chat" is a function of the System designed for direct quick exchange of messages between Users.

5.   "Cryptocurrency" is a peer-to-peer electronic currency that does not have a single centralized issuer and is distributed directly between holders of such a currency.

6.   "Transaction" is an agreement on the alienation of rights to the Cryptocurrency concluded between the Users of the CoinMarketSolutions.com website.

7.   "Deposits" is a transaction related to the transfer of Funds to the Account.

8.   ECM Limited (CoinMarketSolutions) is a company incorporated at 1415 Harju maakond, Talinn, Lasnamae Linnaosa, Peterburitee, 47, including without limitation ECM Limited employees, officers, directors, and shareholders, affiliates. Depending on the context, CoinMarketSolutions may also mean the services, products, website, content and other materials provided by ECM Limited.

9.   "Exchange rate" is the ratio between the number of Funds and the price offered by the User for the Funds Exchange Transaction.

10.   "Tariffs" are payments in favor of the CoinMarketSolutions tokenized asset exchange paid by the parties to the transactions and prices for additional services offered by ECM Limited company.

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11. "Fiat currency" is money issued by the state, defined at the legislative level as legal tender in the country of issue.

12. "Funds" are Fiat currency and Cryptocurrency used in transactions.

13. "Marginal transaction" is a transaction carried out using the Funds provided to the User on the basis of a loan agreement.

14. "Margin Level" is the amount of the Funds available on the User's Account, necessary for the completion of the Margin Transaction, expressed as a percentage of the amount of Funds provided to the User.

15. "Order" is the User's offer to conclude a Transaction on certain conditions.

16. «Parties» are ECM Limited Company and User.

17. "My Account" is a set of protected pages created as a result of the User's registration in the CoinMarketSolutions System, using which the User can place Orders for further Transactions, as well as give other instructions to the System, CoinMarketSolutions tokenized asset exchanges provided for by this Agreement.

The Personal Account displays information on placed and canceled Orders, completed Transactions, information on available funds to the User and/or Cryptocurrency and other information determined by the functionality of the Site CoinMarketSolutions.com.

18. «Privacy Policy» means the rules for the collection, storage, dissemination and protection of personal data received by ECM Limited (CoinMarketSolutions) from Users, which are an integral part of the Agreement.

19. "Site" is a set of information, texts, graphic elements, design, images, photos and video materials and other results of intellectual activity, as well as a set of computer programs contained in an information system that ensure the availability of such information at https://CoinMarketSolutions.com.

20. "Services" are all and any of the Services provided by ECM Limited.

21. "System" is a set of software and hardware used by the CoinMarketSolutions tokenized asset exchange in automatic mode to process operations performed by the User in his Personal Account.

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3

22. "User" is a natural or legal person competent in accordance with local law, duly registered in accordance with local law, using the Site and/or System, who has entered into the relevant Agreement with ECM Limited (CoinMarketSolutions).

23. "Account Data" is User data necessary to enter the CoinMarketSolutions System and use it, - login, password, email address, and other data specified during and after registration in the System.

24. "Withdraw funds from the account" are an operation to withdraw funds from the user's account.

25. "Stop out" is compulsory debiting of Funds at the market price on the day of Write-off from the User's Account in order to repay debts arising from the provision of Funds under a loan agreement and in order to protect the financial interests of the participants of the Marginal Transaction from the negative balance of the Account.

26. "Leverage" is the ratio of the User's own Funds to the volume of trading operations that he can perform at the expense of the Funds provided to him under the loan agreement.

All other terms and definitions that appear in the text of the Agreement are interpreted by the Parties in accordance with the legislation of the Republic of Estonia and in accordance with the usual rules of interpretation of the relevant terms that have developed on the Internet.

The names of the headings (articles) of the Agreement are indicated solely for the convenience of using the text of the Agreement and have no literal legal value.

The subject of Agreement

27. In accordance with this Agreement, ECM Limited shall provide the User with the following:
- access to the CoinMarketSolutions tokenized asset exchange System for transactions;
- access to the Account in the CoinMarketSolutions tokenized asset exchange System; the ability to carry out Margin transactions;
- provides the information necessary to use the CoinMarketSolutions tokenized asset exchange System and execute Transactions.

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4

Terms and conditions

28.   Depending on the place of residence of the User, the User may not be able to use all the functions of the Site CoinMarketSolutions.com. The User is solely responsible for observing the relevant rules and laws in force at the place of his / her residence and/or in the territory of the country, on which the User gets access to the Site CoinMarketSolutions.com.

29.   The User confirms and agrees that when executing Transactions, he/she makes them with another User, and ECM Limited is not a party to such a transaction.

30.   Sections of the Privacy Policy, Anti-Money Laundering Policy, and Tariffs are integral and essential parts of this Agreement.

Access to the system, registration and chat using

31.   ECM Limited Company does not provide the User with access to information about the System, about the Course offered by other Users, about concluded Transactions, and about placed Orders until the end of the registration process.

32.   In order to gain access to the CoinMarketSolutions tokenized asset exchange System, the User must register, after which the User will be given access to the Personal Account created on the basis of the Account Data.

33.   The user must set the password during registration. The user can change the password at any time after the registration process is completed. The User is obliged to ensure the safety and security of the password and Account Data from access to it by third parties, while the User independently determines the procedure for storing the specified information and takes measures to prevent their discredit. In case of loss or discrediting of the password and/or Account Data, as well as in the event that third parties gain illegal access to the Personal Account, the User is obliged to immediately inform the CoinMarketSolutions Technical Support Service (support@CoinMarketSolutions.com) about this. Until the receipt of such a message to the CoinMarketSolutions, all actions performed using the User's Personal Account will be considered committed by the User as the owner of the Account.

34.   A user may have only one Personal Account and may not use two or more Personal Accounts. Such actions are considered a violation of the Agreement.

Terms and conditions

35.   The User gains access to the Chat subject to replenishment of the Account by an amount of not less than 100.00 (one hundred) USDT, regardless of the type of Funds.

When using Chat, the User is prohibited from:

-       insult and threaten other users and/or employees of the CoinMarketSolutions. This is considered a gross violation of the rules of using the chat and may lead to permanent blocking of the User;

-       use profanity in any form;

-       speak out with the aim of inciting ethnic hatred, promote violence in any form, insult the religious feelings of other Users;

-       distribute links in any form; constantly post the same information or repeat the same phrase in the text; to advertise the goods and services of other companies;

-       flood, spam, communicate on topics not related to cryptocurrency and the exchange;

-       provide false or misleading exchange information.

ACCOUNT

36.   After registration in the System, the User gets access to his Personal Account. The user can carry out operations using his Personal Account, as well as instruct the System to perform operations on the Account in an automatic manner.

37.   CoinMarketSolutions shall indicate in the User's Personal Account the information necessary to replenish the Account and withdraw funds from the Account.

38.   To replenish the Account, the User must transfer the Funds according to the details specified by the CoinMarketSolutions in the User's Personal Account. In this case, the User independently pays all commissions and fees associated with the transfer of funds, and also assumes the risks associated with indicating the incorrect details when making the transfer.

39.   An account is deemed to be replenished at the time the corresponding amount of money is credited to the current CoinMarketSolutions account, or at the time of the appearance of the corresponding entry in the CoinMarketSolutions wallet on receipt of at least 6 (six) confirmations.

Terms and conditions

40.   CoinMarketSolutions undertakes to accept Cryptocurrencies from Users, store them, keep records, conduct operations with them on behalf of the User and provide Cryptocurrencies to the User at his request.

41.   CoinMarketSolutions keeps a record of funds credited to the Account. Nevertheless, money transfers when replenishing the Account, as well as when conducting Transactions between Users, are made by third parties (aggregators of payments, organizations that make payments and other intermediaries). CoinMarketSolutions is not responsible for the actions of such third parties.

42.   Unless otherwise provided by the Agreement or other agreements between the Parties, ECM Limited (CoinMarketSolutions) shall not accept any orders to perform any operations on the User Account from third parties.

43.   Any Funds credited to the Account belong to the User. CoinMarketSolutions may, without a User's order, block Funds credited to the Account or debit Funds from the Account only in cases stipulated by the Agreement.

44.   Interest is not charged to the balance of the Funds in the User's account and CoinMarketSolutions will not pay the mentioned interest.

45.   To withdraw funds from the Account, the User must fill out the appropriate form in his personal account. In this case, the User will be sent a message to the e-mail address specified during registration about the need to confirm the withdrawal or refuse it. In case of refusal to withdraw Funds or not confirmation by the User of such an operation, Funds remain on the Account.

46.   The system establishes restrictions on the withdrawal of Funds and the User cannot initiate the withdrawal of Funds earlier than 3 (three) days after the date of changing the User's account data, including changing or recovering the password, as well as changing the authorization method.

47.   The User confirms and agrees that the deposit and withdrawal of funds in fiat money may be delayed due to bank verification and checks for up to 1 (one) month. Due to the specifics of cryptocurrency networks, the User acknowledges and agrees that depositing and withdrawing Cryptocurrencies to/ from his Account may take from 1 (one) hour to 72 (seventy-two) hours, not counting the occurrence of unforeseen or unavoidable network problems.

48.   In case the User detects suspicious transactional activities, including unknown deposits and withdrawals of Funds to/from his / her Account that has not been initiated by the User, the User must immediately notify the CoinMarketSolutions and follow the instructions sent to him by the CoinMarketSolutions. Otherwise, the CoinMarketSolutions reserves the right to freeze the balance of the Funds in the Account until the end of the investigation.

49.   CoinMarketSolutions may be forced to cancel or withdraw an already completed operation of withdrawing Funds at the request of financial institutions, including, but not limited to, banks participating in settlement transactions related to the deposit and withdrawal of Funds from User Accounts.

In such cases, the User undertakes to cooperate with the CoinMarketSolutions, in order to clarify the reasons for such a request.

The order of transactions

50.   Transactions in the System are concluded on the basis of Orders placed by Users and in accordance with the conditions determined by the Parties on the basis of the preliminary conditions for the onerous alienation of rights to the Cryptocurrency. At the same time, ECM Limited (CoinMarketSolutions), under no circumstances, is not a party to the Transactions. All Transactions are concluded between Users with information mediation ECM Limited (CoinMarketSolutions).

51.   The User acknowledges that he must place an Order only after careful consideration, understanding, and acceptance of the consequences of its execution.

52.   CoinMarketSolutions charges a User a fee for conducting Transactions. The size of the commission is determined on the basis of Tariffs.

53.   To place an Order, the User needs to replenish the Account for the amount specified in the Order and fill out the corresponding form on the "Trading" or "Exchange" page, depending on the type of Order. The types of Orders can be found in Section 6 of this Agreement.

Terms and conditions

54.   The User's order is registered in the System after checking the availability of a sufficient amount of Funds in the Account. ECM Limited (CoinMarketSolutions) controls the ability of Users to conclude transactions and, thus, increases the trust of Users to each other and reduces the risk of the User not fulfilling obligations under Transactions. The System does not register an Order if the amount of Funds in the Account is not enough to conduct the Transaction.

55.   The user cannot place more than 20 (twenty) Orders within one day. The system does not register Orders in excess of the specified amount.

56.   The user may withdraw the Order until the moment of its full execution.

57.   The published Order is available to all Users until its execution or withdrawal. A placed Order is a User's offer to conclude a Transaction.

58.   A transaction on a placed Order is concluded if the System registers a Counter Order placed by another User. Counter Orders are orders with the same Exchange rate but reverse direction. Registration by the Counter Order System is considered acceptance of the offer by the User. An order is recognized executed from the moment of registration by the Counter Order System.

59.   The order may be partially executed. In this case, the System will place a new Order for the amount of outstanding balance on the originally placed Order.

60.   The transaction on the Order is carried out by transferring the relevant Funds indicated in counter orders to the User Account. Transfer of the specified Funds is made by the System automatically. In this case, the actions of the System are considered to be those that were taken on behalf of the Users.

61.   Such actions as placing Orders, their recall, conclusion, and execution of Transactions are displayed in the User's Personal Account.

62.   Information on completed Transactions is available to all Users on the Site during the period determined by the CoinMarketSolutions.

Terms and conditions

Types of Orders

63.   Simple buying order

A simple buying order is understood as an offer by the User to purchase a certain amount of Funds at the Rate established by the User.

To place a Simple Order, the User must fill out the appropriate form in the Personal Account indicating the number of Funds that the User intends to purchase, and the Course.

A simple buying order can be executed at a lower rate than indicated in the placed Order. At the same time, the surplus of the commission paid by it is returned to the User. An Order cannot be executed at a Rate that exceeds that specified in the placed Order.

64.   Simple Selling Order

A simple selling order is understood as the offer of the User to sell a certain amount of Funds at the Rate established by the User.

To place a Simple Order for sale, the User must fill out the appropriate form in the Personal Account indicating the number of Funds that the User intends to sell and the established Rate.

When placing a simple sell order, the User has the opportunity to use additional functions of the System such as "Stop-loss" or "Trailing Stop". To use these functions, the User needs to put a mark in front of the corresponding field in the form of placing a Simple sell order.

To use the "Stop-loss" function, the User must indicate in the Order form the minimum price at which the Order can be executed. If the Course is lowered in the System, the Order placed by the User will be executed upon reaching the value specified by the User in the "Stop-loss" field.

To use the "Trailing Stop" function, the User must indicate in the Order form the number of funds sold, as well as the value of "Trailing Stop" and "Stop-loss". Funds will be offered for sale at the highest possible rate determined by the System. If the Course in the System grows and grows by the position indicated in the "Trailing Stop" field, the Course placed by the User of the Order will proportionally increase by the corresponding amount. In this case, the "Stop-loss" indicator will also increase by the amount indicated in the "Trailing Stop" field.

65.   Market price buying order

A Purchase Order at a market price is understood as the User's Offer to purchase a certain amount of Funds without specifying the Rate.

To place a Purchase Order at a market price, the User must fill out the appropriate form in the Personal Account, indicating the number of Funds that he intends to buy.

The execution of the Order will occur at the lowest Rate found among Orders placed by other Users. The remuneration of ECM Limited (CoinMarketSolutions) for the transaction will be deducted immediately at the time of the Transaction.

66.   Complex order for buying and selling

A Compound order for buying and selling is understood as an offer by the User to buy a certain amount of

Funds at the rate specified by the User and to sell the acquired quantity of Funds at the rate specified by the User. Thus, when the User places a Complex order to buy and sell, the System, in turn, first places a Simple buy order, and after the transaction is completed, it places a Simple sell order.

To place a Buy and Sell Order, the User must fill out the appropriate form in the Personal Account, indicating the amount of Funds that he intends to purchase and the Course upon purchase, as well as indicate the Course applicable for the sale of acquired Funds.

For this type of Order, the rules established for the Simple Purchase Order and the Simple Sell Order apply, taking into account the specifics of the Complex Purchase and Sale Order.

Margin Transactions

67.   In cases specified in the Agreement, the User is given the opportunity to conclude a Margin Transaction.

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11

Terms and conditions

68.   A Margin Transaction may be executed when placing the following types of Orders:

-       a simple selling order;
-       a simple buying order;
-       a complex order for buying and selling, but only regarding the purchase.

69.   The loan agreement is considered concluded from the moment the funds are credited to the User's Account.

70.   Funds are provided to Users on a refundable and reimbursable basis.

71.   To complete a Margin transaction, the User must have the necessary Margin Level on his Account.

72.   The margin level is 100% (one hundred percent) of the amount of the Funds provided under the Margin Transaction. The margin level may be changed, but may not be less than 25% (twenty-five percent) of the amount of funds provided.

73.   In the case of a Margin transaction with the parameters specified by the User in the placed Order, the System deducts from the User's Account the Funds in an amount equal to the amount of Funds provided to the User, as well as the amount of the corresponding commission. The amount of the commission is determined in accordance with the Tariffs.

74.   If as a result of the execution of the Margin transaction the User is in arrears, ECM Limited (CoinMarketSolutions) has the right to restrict the use of the Personal Account until the User replenishes his / her Account in the amount necessary to repay the debt. At the same time, the User is obligated to replenish the corresponding Account on which the debt was generated within 5 (five) business days from the moment such debt is generated.

75.   In the event of a risk of insufficient Margin Level in the User Account, ECM Limited (CoinMarketSolutions) has the right, at its discretion and without prior notice to the User, to decide on the immediate execution of the Order or its withdrawal. These actions are not a violation of ECM Limited obligations (CoinMarketSolutions).

76.   The User agrees that ECM Limited (CoinMarketSolutions) has the right to make a stop-out at a Margin Level of less than 30%(thirty percent) with a leverage of 1:2(one to two), and this action is not a violation of ECM Limited obligations (CoinMarketSolutions).

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77.   Tracking changes in the conditions for the execution of Margin transactions and compliance with the Margin requirements is the direct responsibility of the client. ECM Limited (CoinMarketSolutions) is not liable for any losses that may result from a lack of information or untimely reporting of a margin call. ECM Limited (CoinMarketSolutions) is under no obligation to notify the User in any way about the execution of stop-out (s), or about the sale or liquidation of the User's funds from his Account in the System if such an account is not replenished as a result of arrears.

IDENTIFICATION AND PREVENTION OF ILLEGAL USE OF THE SITE AND THE SYSTEM

78.   The User is prohibited from concluding Transactions, by passing the order processing procedure, by sending personal messages or other features of the Site and/or System. If one of the participants in the correspondence reports such a fact, the messages lose their personal status and will be available to moderators and administrators.

79.   The User is prohibited from using the Site and/or the System in any other way than as provided for by the Agreement, in particular, the User has no right to advertise on the Site, unless the Parties have concluded an agreement on advertising.

80.   The user is forbidden to use the Site and/or the System for any illegal purposes, including laundering of money obtained by criminal means, financing of terrorism, and carrying out extremist activities.

81.   When executing Transactions, the User is obliged to go through the identification procedure established by the System or by third parties (aggregators of payments, credit, and other organizations) and comply with other requirements of Estonian law in the field of combating money laundering (legalization) of proceeds from crime.

RISK WARNING

82.   The user guarantees that he/she knows the basic principles of working with Cryptocurrencies, as well as the characteristics of Cryptocurrencies that affect their value and he/she is also aware of the risks associated with this:

-   Price fluctuation: Cryptocurrency value is extremely volatile. It is characterized by sharp jumps in price due to unexpected events or changes in market sentiment.

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13

- Using a loan to complete a financial transaction: using a loan by the User increases the User's profit, but also potential losses and can have a significant impact on the size of the CoinMarketSolutions commission. It can also lead to a situation in which the User may lose more than he/she originally invested.

- Charges and expenses: charges and expenses may include spreads, loan costs, and commissions.

- Price transparency: in comparison with fiat money, there may be a more significant fluctuation in the price of the Cryptocurrencies used to determine the value of the User's position. There is a high probability that the User will not receive a fair and accurate price for the underlying cryptocurrency when trading.

83. A user must participate in trade transactions if he/she has full knowledge of financial markets and fully understands the risks associated with Cryptocurrencies.

84. The user guarantees that he has the right to perform operations with Cryptocurrencies, as well as that he/she is fully capable.

85. The User understands that ECM Limited (CoinMarketSolutions) in no way affects the Course set by the Users, does not give any recommendations regarding the determination of the Course and forecasts regarding rates. The user is responsible for all economic risks associated with the selection of a particular Course. ECM Limited (CoinMarketSolutions) does not guarantee that the Transaction will be completed and that its conditions will be beneficial to the User.

86. The User understands that the CoinMarketSolutions has nothing to do with operations and/or transactions with the Cryptocurrency, therefore the Service does not accept responsibility to give any guarantees regarding the terms and/or the possibility of performing certain operations and/or transactions with Cryptocurrency required to complete Transactions.

87. The User understands that all operations with Cryptocurrencies are irreversible and that the Funds received as a result of the Transaction can be returned only on the basis of a separate additional agreement with another User.

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14

Terms and conditions

INTELLECTUAL PROPERTY AND RESTRICTIONS WHEN USING THE SITE AND THE SYSTEM

88.   The Site and the System contain intellectual property results owned by ECM Limited (CoinMarketSolutions) its affiliates and other related parties, sponsors, partners, representatives, all other persons acting on behalf of the CoinMarketSolutions, and other third parties.

89.   Using the Site and the System, the User acknowledges and agrees that the content of the Site and the structure of the content of the Site are protected by copyright, the right to a trademark and other rights to the results of intellectual activity, and that these rights are valid and protected in all forms, all media and in relation to all technologies, both existing at present, and developed or created subsequently. No rights to the content of the Site and the System are transferred to the User as a result of using the Site and System or entering into an Agreement.