

Liberty Terms of Service

Last Updated: July 19, 2026

These Terms of Service ("Terms") govern your access to and use of Liberty's website, platform, and services (collectively, the "Platform"). By accessing, browsing, or using Liberty in any way, you agree to be bound by these Terms.

If you do not agree to these Terms, you may not use the Platform.

1. Eligibility & Account Creation

You represent and warrant that:

- You are at least 18 years old (or the age of majority in your jurisdiction)
- You are not a resident of any country subject to U.S. economic sanctions or restrictions
- You are not on any government watch list, sanctions list, or terrorist watch list
- You have the legal capacity to enter into binding agreements
- You will comply with all applicable laws and regulations in your jurisdiction

Account Requirements:

- You must provide accurate, complete, and truthful information during registration
 - You are responsible for maintaining the confidentiality of your account credentials
 - You are responsible for all activity on your account
 - You must not create multiple accounts or use false identity information
 - We reserve the right to suspend or terminate accounts that violate these Terms
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2. Non-Custodial Nature & Wallet Responsibility

Critical Disclaimers:

Liberty does not hold your assets. This is a non-custodial platform where:

- Your cryptocurrency remains in your connected wallet under your control
- Liberty has no access to your private keys, recovery phrases, or funds
- You maintain sole responsibility for wallet security and fund recovery
- Transactions on blockchain networks are immutable and cannot be reversed

You are responsible for:

- Keeping your private keys and recovery phrases secure
- Maintaining secure backups of your seed phrase
- Never sharing wallet credentials or recovery information
- Ensuring your connected wallet is secure and not compromised
- All consequences if your wallet is hacked or lost

Liberty cannot assist with:

- Recovering lost or stolen funds
 - Reversing blockchain transactions
 - Restoring lost private keys or recovery phrases
 - Recovering funds from compromised wallets
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3. Investment Risks & Disclaimers

IMPORTANT RISK WARNING:

Cryptocurrency investing, especially leveraged positions, carries substantial risk. You acknowledge and accept these risks:

Market Risk:

- Cryptocurrency markets are highly volatile and prices can fluctuate dramatically
- You may lose your entire investment
- Past performance does not guarantee future results
- Market conditions can change rapidly without warning

Leverage Risk:

- High-leverage baskets (5x, 10x, 15x) amplify gains AND losses
- You can lose more than your initial investment with leverage
- Liquidation can occur rapidly if market moves against your position
- Funding rates on perpetual positions can be significant

Technical Risk:

- Smart contract vulnerabilities or bugs could result in loss of funds
- Blockchain network congestion or failures could delay transactions
- Wallet software bugs could compromise your assets
- Internet connectivity issues could prevent accessing your funds

Regulatory Risk:

- Cryptocurrency regulation is evolving and varies by jurisdiction
- New regulations could restrict or prohibit your ability to use Liberty
- Tax treatment of crypto is uncertain and evolving
- Your jurisdiction may prohibit or regulate crypto investment

Platform Risk:

- Liberty could cease operations, which would affect your ability to trade
- Integrations with blockchain networks could fail or become unavailable
- The Hyperliquid platform or other integrated systems could experience downtime
- Bug fixes or updates could temporarily restrict access

Counterparty Risk:

- Exchanges, custodians, and payment processors could fail
- Service providers could have security breaches affecting your data
- Regulatory action against service providers could affect your access

You assume all of these risks by using Liberty.

4. No Investment Advice or Guarantees

Liberty does not provide investment advice. Specifically:

- Investment baskets are not personalized recommendations
- Historical CAGR figures are illustrative and do not guarantee future performance
- We do not evaluate your personal financial situation or risk tolerance
- You should consult a qualified financial advisor before investing

No Guarantees:

- We do not guarantee any minimum returns or performance
- We do not guarantee protection against losses
- We do not guarantee the accuracy of performance data
- We do not guarantee the stability of cryptocurrency markets

You are solely responsible for:

- Conducting your own research and due diligence
 - Assessing the risks of any basket or investment
 - Making investment decisions based on your personal circumstances
 - Evaluating the tax implications of your investments
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5. Prohibited Activities

You agree not to:

Illegal Activities:

- Use Liberty for money laundering, fraud, or terrorist financing
- Violate any applicable laws or regulations in your jurisdiction
- Engage in market manipulation or spoofing
- Use Liberty to circumvent sanctions or export controls

Platform Abuse:

- Attempt to hack, crack, or compromise Liberty's security
- Use bots, scripts, or automated tools to access the Platform
- Reverse engineer or attempt to discover source code
- DDoS attacks or other disruptive activities
- Creating multiple accounts to evade limits or restrictions

Prohibited Content:

- Uploading malware, viruses, or harmful code
- Harassing, threatening, or abusing other users
- Posting discriminatory, hateful, or defamatory content
- Spamming or excessive promotional activity

Regulatory Evasion:

- Using Liberty to evade financial sanctions or restrictions
- Misrepresenting your identity or location
- Hiding the true nature of transactions
- Structuring deposits to avoid reporting thresholds

Violation Consequences:

- Immediate account suspension or termination
- Funds may be frozen pending investigation
- Report to relevant regulatory and law enforcement authorities
- Potential civil or criminal prosecution

6. User Responsibilities

You agree to:

Compliance:

- Comply with all applicable laws and regulations in your jurisdiction
- Obtain any necessary licenses or permits to invest in crypto
- Report your investment income and gains to tax authorities
- Disclose any regulatory restrictions on your crypto investments

Account Security:

- Use strong, unique passwords for your account
- Enable multi-factor authentication (MFA)
- Monitor your account for unauthorized activity
- Notify Liberty immediately of any security breaches or suspicious activity

Accurate Information:

- Provide truthful information during registration
- Update your information if circumstances change
- Disclose any material changes in your financial situation
- Inform us of any legal restrictions on your activities

Responsible Use:

- Invest only amounts you can afford to lose
 - Understand the risks of each basket before investing
 - Do not use borrowed money or margin unless explicitly understanding the risks
 - Take responsibility for your investment decisions
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7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:**Liberty's liability is limited to the lesser of:**

- The amount you have deposited into your account
- \$100 USD

Liberty is not liable for:

- Losses due to market volatility or price fluctuations
- Losses from leverage or margin calls
- Losses from liquidation of positions
- Losses due to smart contract bugs or vulnerabilities
- Losses due to blockchain network failures

- Losses due to wallet compromise or user error
- Losses due to regulatory action or government intervention
- Indirect, incidental, special, or consequential damages
- Lost profits, lost revenue, or lost business opportunity

This limitation applies even if:

- We have been advised of the possibility of such damages
 - The damage is foreseeable
 - The damage results from our negligence or breach
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8. Indemnification

You agree to indemnify, defend, and hold harmless Liberty, its founders, employees, agents, and representatives from any and all claims, losses, damages, liabilities, and expenses (including legal fees) arising from:

- Your use of the Platform
 - Your violation of these Terms
 - Your violation of any applicable laws or regulations
 - Your breach of any third-party rights
 - Your investment decisions or activities
 - Your wallet security or fund management
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9. Assumption of Risk

You explicitly assume all risks associated with:

- Cryptocurrency markets and price fluctuations
- Leverage and margin trading
- Blockchain technology and smart contracts
- Regulatory uncertainty and potential restrictions
- Counterparty and exchange risks
- Cybersecurity threats and wallet compromise
- Loss of funds due to any cause

By using Liberty, you acknowledge that you fully understand and accept these risks.

10. Intellectual Property

Liberty owns all intellectual property associated with the Platform, including:

- Software, code, and algorithms
- User interface design and layout
- Content, graphics, logos, and trademarks
- Basket names and strategy descriptions
- Documentation and educational materials

You are granted a limited license to:

- Access and use the Platform for personal, non-commercial purposes
- View content for informational purposes

You may not:

- Copy, modify, or create derivative works
 - Reverse engineer or decompile the Platform
 - Use Liberty's branding or intellectual property without permission
 - Scrape or harvest data from the Platform
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11. Third-Party Integrations

Liberty integrates with third-party services, including:

- Hyperliquid and other blockchain exchanges
- Payment processors and custodians
- Wallet providers and blockchain networks

We are not responsible for:

- Service interruptions or outages by third parties
- Security breaches affecting third-party systems
- Fees, charges, or changes in services by third parties
- Regulatory action against third-party providers
- Loss of funds due to third-party failures

Each third party's terms, privacy policies, and conditions apply to your use of their services.

12. Fees & Charges

Liberty may charge fees for:

- Trading on integrated platforms (exchange fees)
- Deposits and withdrawals (network fees)
- Account maintenance or premium features
- API access or advanced tools

Fees are subject to change with notice. By continuing to use Liberty after notice of fee changes, you accept the new fees.

13. Modification of Service

Liberty reserves the right to:

- Modify, suspend, or discontinue the Platform or any feature
- Change terms, policies, or conditions
- Restrict or prohibit certain baskets or investments
- Implement new restrictions or requirements

We will provide notice of material changes where reasonable, but are not obligated to do so in emergency situations.

14. Termination

We may terminate your account if:

- You violate these Terms or any applicable law
- You engage in prohibited activities
- Your account is inactive for 2+ years
- We are required to do so by law or regulation
- We cease operating the Platform

Upon termination:

- Your access to Liberty will be immediately revoked
- You will have 30 days to withdraw remaining funds
- After 30 days, remaining funds may be frozen or forfeited
- We retain the right to preserve data for legal compliance

You may terminate your account at any time by contacting support@liberty.co. You remain responsible for withdrawing all funds before termination.

15. Dispute Resolution & Arbitration

Informal Resolution: Before initiating formal proceedings, you agree to attempt informal resolution by contacting support@liberty.co with details of your dispute.

Binding Arbitration: Any dispute arising from these Terms or your use of Liberty shall be resolved by binding arbitration under:

- [Specify arbitration rules, e.g., ICC, UNCITRAL]
- A single arbitrator shall be appointed
- Arbitration shall take place in [jurisdiction]
- Costs shall be split equally unless arbitrator determines otherwise

Exceptions to Arbitration:

- Either party may seek injunctive relief for intellectual property violations
- Either party may pursue claims in small claims court if eligible

You waive the right to:

- Class action lawsuits
 - Jury trial
 - Litigation in court (except small claims court)
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16. Compliance & Regulatory

Liberty is committed to regulatory compliance, including:

- KYC (Know Your Customer) verification
- AML (Anti-Money Laundering) monitoring
- CFT (Counter Terrorist Financing) compliance
- Tax reporting and FATCA compliance

You acknowledge that:

- We must report suspicious activity to authorities
- We may freeze accounts or assets pending investigation
- We may comply with government requests for information

- We may restrict access based on regulatory requirements
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17. Warranty Disclaimer

LIBERTY IS PROVIDED "AS IS" AND "AS AVAILABLE" without warranties of any kind, express or implied.

We disclaim all warranties, including:

- Merchantability and fitness for a particular purpose
- Title, non-infringement, and accuracy
- Uninterrupted or error-free service
- Security against hacking or unauthorized access
- Absence of viruses or malicious code

You use Liberty entirely at your own risk.

18. Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be severed, and the remaining provisions shall remain in full force and effect.

19. Entire Agreement

These Terms, along with our Privacy Policy and any other published policies, constitute the entire agreement between you and Liberty regarding your use of the Platform. These Terms supersede all prior agreements, understandings, and communications.

20. Changes to These Terms

We may update these Terms at any time. Changes are effective immediately upon posting to the Platform. Continued use of Liberty after changes constitutes acceptance of the revised Terms.

Material changes will be communicated via email or prominent notice on the Platform.

21. Contact Information

For questions about these Terms or to resolve disputes:

Email: legal@liberty.co

Website: [insert website URL]

Mailing Address: [insert address]

We will respond to inquiries within 30 days.

22. Acknowledgment

BY USING LIBERTY, YOU ACKNOWLEDGE THAT YOU HAVE:

- Read and understood these Terms of Service
- Had the opportunity to consult with legal counsel
- Voluntarily accepted all risks and limitations
- Agreed to resolve disputes through binding arbitration
- Accepted our privacy practices

YOU FURTHER ACKNOWLEDGE THAT:

- Cryptocurrency investing carries substantial risk
 - You may lose your entire investment
 - Liberty is not responsible for market losses or regulatory changes
 - You are solely responsible for your investment decisions
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