

## TERMS OF USE: CORPORATE ACCOUNT ON ONRAMP.MONEY

### Version 2

This Corporate Account Terms of Use on Onramp.Money (“**Agreement**”) is effective from 19 December 2023

OMO LLC, a company registered under the provisions of Saint Vincent and the Grenadines with its registered office at Euro House, Richmond Hill Road, Kingstown, Saint Vincent and the Grenadines (hereinafter referred to as “**Company**”, “**We**”, “**Us**”)

And

You, a company/corporation or legal entity registered under the provisions of the applicable law with its registered office as per the incorporation certificate issued by the competent authority (hereinafter referred to as “**You**”, “**Yours**”, “**Your**”).

Please read the terms of this Agreement carefully before you start to use the Service. These terms apply to businesses and other corporations that access the Service via the mobile based application or desktop-based application. The terms of this Agreement along with the other policies published on the Service’s website shall apply to the use of the website <https://onramp.money/> and other linked pages, products, software(s), API keys, features, content or application services (including but without limitation to any mobile application services) in connection therewith, offered from time to time by the Company.

For the purposes of this Agreement, the Company and You shall be referred collectively as “**Parties**” and individually as “**Party**”.

### RECITALS:

1. The Company runs and operates Onramp.Money, a technology solution that allows users to purchase cryptocurrencies by depositing fiat (“**Service**”). The Service is available in the form of a desktop-based website and mobile based application.
2. You are a corporate entity incorporated in any country that runs and operates a business in accordance with the provisions of applicable law.
3. This Agreement sets out the framework governing the relationship between the Us and You in the context of the above.

### BY OPENING UP A CORPORATE ACCOUNT ON ONRAMP.MONEY, YOU HEREBY AGREE TO THE FOLLOWING:

#### 1. ABOUT YOUR ACCOUNT ON ONRAMP.MONEY

- 1.1. Your corporate account on Onramp.Money is not a financial account nor blockchain wallet (“**Corporate Account**”). To set up your Corporate Account, please write to [compliance@onramp.money](mailto:compliance@onramp.money). Your account on Onramp.Money is a profile you must set up before you can use the Service.

- 1.2. The Service we offer to You may be subject to a limit on the amount of volume, You may buy from the Company via the Service, at any given time (e.g. per transaction, daily, monthly). The limits set by the Company are in accordance with applicable law including AML/CFT regulations and to mitigate the risks associated with fraud. Transaction limits will vary depending on the risks associated with your business. The Company reserves the rights to change these limits as deemed necessary at the sole discretion of the Company.

## 2. YOUR CORPORATE ACCOUNT

- 2.1. By accessing the Service, you confirm that you have the authority to bind the business or entity on whose behalf you use the Service, and that business or entity accepts these terms.
- 2.2. By accepting this Agreement, you expressly attest that you are the sole owner of the wallet address provided to Onramp.Money to purchase cryptocurrency and that no other person has access to or control over your wallet. Providing a false attestation will be considered a violation of the Terms of Service and may result in Onramp.Money suspending your account or taking other actions as set forth in the Terms of Service.
- 2.3. The Company reserves the right to request proof that you own the wallet address provided at any time. The methods use to prove wallet ownership is at the discretion of the Company.
- 2.4. All activities under Onramp.Money shall be deemed as activities carried out by the registered user. You shall only use the Service to transact on your own account and not on behalf of any other person or entity, doing so is a contravention of the Terms of Service/Agreement and we reserve the right to suspend your Onramp.Money account and take any further actions necessary.
- 2.5. As part of opening the corporate account on Onramp.Money, you acknowledge and agree that all information you have provided to us must be true, complete, accurate and up to date. You must notify Onramp.Money if there is an update on any submitted information whenever it changes. Such changes must be notified by email to Onramp.Money's compliance team at [compliance@onramp.money](mailto:compliance@onramp.money). The Company will not be responsible for any financial loss arising out of your failure to do so.
- 2.6. To comply with applicable law, the Company may seek additional information by seeking additional documents, confirm the accuracy of the information provided. If it is found that any information provided by you is untrue, inaccurate, incomplete, no current, or has reasons to suspect or believe that such information violates applicable or is not in accordance with the terms of this Agreement (whether wholly or in part), the Company reserves the right to reject your application, restrict, suspend or terminate your account and refuse to provide you with access to your account on Onramp.Money.
- 2.7. You are permitted to operate only one Onramp.Money account unless the Company has agreed in writing the opening of additional accounts. The Company

may refuse the creation of duplicate accounts for the same user. Where duplicate accounts are detected, Company may close or merge these duplicate accounts at its sole discretion. Further, In the event of any dispute between two or more parties as to ownership of any particular account with Onramp.Money, You agree that the Company shall be the sole arbitrator for such dispute and that Onramp.Money's decision in this regard will be final and binding on You.

### 3. CUSTOMER DUE DILIGENCE AND ENHANCED DUE DILIGENCE

- 3.1. The Company is required to carry out all necessary security and customer due diligence checks on you to provide any Service to you. The Company is required by law to carry out all necessary security and customer due diligence checks on you (including any parties involved in your transaction for example, your recipient) in order to provide any Services to you.
- 3.2. You agree to comply with any request from us for further information and provide such information in a format acceptable to us. In addition, you agree that we may make, directly or through any third party, any inquiries the Company considers necessary to validate the information you provided to us, including checking commercial databases or credit reports.

### 4. PRIVACY AND DATA PROTECTION

- 4.1. In the process of registering your account with Onramp.Money, the Company collects, processes and stores certain personally identifiable information including but not limited to your name, address, taxpayer identification number, government identification and information related to your bank account.
- 4.2. Your privacy is our utmost priority. The Company has deployed industry's best standards to protect your personal information and to take all reasonable precautions for maintaining confidentiality. Rest assured, the Company is committed to securing the integrity, accessibility and confidentiality of your personal information.
- 4.3. The collects, processes and stores information in accordance with applicable data protection laws. For more information on Onramp.Money's Privacy Policy, click [here](#).
- 4.4. Your usage of the Service constitutes your acceptance to the terms and conditions as provided in this agreement and the Privacy Policy accessible [here](#).
- 4.5. You can withdraw your consent at any time by closing your account with Onramp.Money. To close your account, you may write to [compliance@onramp.money](mailto:compliance@onramp.money). In the event you delete your account on Onramp.Money, the Company will no longer provide services to you. However, to comply with applicable laws and regulations, we will store your personal information in accordance with our Anti-Money Laundering Policy available [here](#).

## 5. CONFIDENTIALITY

- 5.1. We undertake to You that we will not disclose to any person or entity your Confidential Information that may be acquired during the course of or otherwise in respect of using Onramp.Money, unless compelled by a order by a competent court or a direction from competent law enforcement. For the purposes of this Agreement, *Confidential Information* means any written information ((including, without limitation, this Agreement, a Trade or any related correspondence and any other information whether provided in electronic form or otherwise) or oral information which is confidential or a trade secret or proprietary and which is clearly identified as confidential at the time of disclosure or would be assumed by a reasonable person to be confidential under the circumstances surrounding the disclosure. Notwithstanding the foregoing, Confidential Information shall not include information which is: (i) already known by the recipient Party prior to receipt from the sending Party; (ii) publicly known or becomes publicly known through no wrongful act of the receiving Party; (iii) rightfully received from a third party without knowledge of a breach of any other relevant confidentiality obligation; or (iv) independently developed by the receiving Party.
- 5.2. Each Party shall keep the Confidential Information securely and properly protected against theft, damage, loss and unauthorised access (including access by electronic means).
- 5.3. Upon any unauthorised disclosure of Confidential Information by a Party, that Party shall immediately take such lawful actions as are reasonably available thereto to recover such Confidential Information and to prevent any further publication or dissemination.
- 5.4. The obligations of this Clause do not prevent a Party from disclosing Confidential Information to:
- 5.4.1. a third party pursuant to a written authorisation from the other Party;
  - 5.4.2. satisfy a requirement of, or demand by, a competent court of law or other tribunal or governmental, or administrative or regulatory or self-regulatory body or listing authority or any Applicable Law, provided that the non-disclosing Party is notified promptly upon receiving such request or being subject to such requirement (to the extent permitted by Applicable Laws) and the disclosing Party will:
  - 5.4.3. provide all reasonable assistance to the non-disclosing Party in connection with the non-disclosing Party seeking any protective measures to stop such disclosure; and
  - 5.4.4. only disclose such portion of Confidential Information as is specifically required to be disclosed, in the opinion of external legal counsel;
  - 5.4.5. its affiliates as well as with its and their respective employees, consultants, officers, directors (provided, however, that such disclosure is reasonably necessary in order for that Party to perform its obligations in respect of this Agreement and that such recipients are bound by obligations of confidentiality similar to those set forth in this Clause 5); or its professional, legal and other advisers.

## 6. DISCLAIMER

NOTWITHSTANDING ANY OTHER PROVISION, THE PLATFORM, SERVICES INCLUDING ONRAMP.MONEY, AND MATERIALS, OR ANY OTHER INFORMATION OR SERVICE PROVIDED BY THE PLATFORM, ARE OFFERED ON AN "AS IS" AND "AS-AVAILABLE" BASIS, WITHOUT ANY WARRANTY, REPRESENTATION, OR INDEMNITY OF ANY KIND, WHETHER EXPRESS, IMPLIED, ORAL, WRITTEN, STATUTORY, OR OTHERWISE. THIS INCLUDES, BUT IS NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OR NON-INFRINGEMENT, AND WARRANTIES FOR THE USE, SUFFICIENCY, RELIABILITY, TIMELINESS, QUALITY, SECURITY, SAFETY, SUITABILITY, AVAILABILITY, COMPLETENESS, OR ACCURACY OF THE PLATFORM, SERVICES, MATERIALS, OR ANY OTHER INFORMATION.

ONRAMP.MONEY ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, PARTNERS, OFFICERS, EMPLOYEES, AGENTS, AND THIRD PARTIES ARE NOT LIABLE FOR ANY LOSS OF DIGITAL CURRENCIES, REVENUE, PROFITS, FUNDS, FIAT CURRENCY BALANCES, ASSETS, OR DATA, NOR FOR ANY DIRECT OR INDIRECT DAMAGES RESULTING FROM THE USE OR ATTEMPTED USE OF THE PLATFORM, SERVICES, MATERIALS, OR ANY INFORMATION. THE PLATFORM DISCLAIMS LIABILITY FOR ANY PARTY'S ACTIONS OR OMISSIONS IN THE USE OF OR RELIANCE UPON THE PLATFORM, SERVICES, INCLUDING ONRAMP.MONEY, MATERIALS, OR ANY OTHER INFORMATION. THIS INCLUDES, WITHOUT LIMITATION, INACCURACIES IN OR OMISSIONS OR INTERRUPTIONS OF PRICE DATA, AS WELL AS ERRORS OR DELAYS IN THE TRANSMISSION OF PRICE DATA.

THE PLATFORM, SERVICES, INCLUDING ONRAMP.MONEY, MATERIALS, OR ANY OTHER INFORMATION MAY BE SUBJECT TO RESTRICTIONS, LIMITATIONS, DELAYS, AND OTHER INHERENT PROBLEMS ASSOCIATED WITH THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, OR WITH BUSINESSES OPERATING IN REGULATORY UNCERTAINTIES. WE CANNOT GUARANTEE THAT YOUR USE OF THE PLATFORM OR SERVICES, INCLUDING ONRAMP.MONEY, OR ANY PART THEREOF, WILL ALWAYS BE AVAILABLE, UNINTERRUPTED, OR ERROR-FREE.

CRYPTOCURRENCIES ARE A HIGHLY VOLATILE ASSET-CLASS. PURCHASING CRYPTOCURRENCIES ARE INHERENTLY RISKY ACTIVITIES, AND AS SUCH, IT IS VITAL THAT YOU CONDUCT YOUR OWN DUE DILIGENCE BEFORE PURCHASING CRYPTOCURRENCIES. BY ACCESSING, USING OR DOWNLOADING ONRAMP.MONEY, YOU ACKNOWLEDGE AND AGREE THAT:

6.1. YOU ARE AWARE OF THE RISKS ASSOCIATED WITH THE PURCHASE OF CRYPTOCURRENCIES;

6.2. YOU HAVE CHECKED THAT THE POSSESSION, TRANSFER, SALE AND PURCHASE OF CRYPTOCURRENCIES ARE PERMITTED WITHIN THE LAWS OF YOUR JURISDICTION;

6.3. THE TRANSFER OF FUNDS ON ONRAMP.MONEY IS NOT REVERSIBLE AND FUNDS CANNOT BE RETRIVED ONCE TRANSFERRED

6.4. THE COMPANY SHALL NOT BE LIABLE FOR ANY RISKS OR ADVERSE OUTCOMES THAT RESULT FROM THE USE OF ONRAMP.MONEY. THIS INCLUDES BUT IS NOT LIMITED TO LOSS OF FUNDS DUE TO THE INSERTION OF INCORRECT WALLET ADDRESS, LOSS OF FUNDS DUE TO THE VOLATILITY OF CRYPTOCURRENCIES.

## 7. THIRD PARTY SERVICES

7.1. You acknowledge that the Service will enable or assist you to access, interact with, and/or purchase services from several supported platforms and other third parties via third-party websites or applications including a third party payment processor to process any payment between You and Onramp.Money for purchase of Digital Assets (collectively, "**Third-Party Services**").

7.2. Such Third-Party Services are not under the control of Onramp.Money, Onramp.Money does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services and is not responsible for any Third-Party Services.

7.3. You use all Third-Party Services at your own risk, and should apply a suitable level of caution and discretion in doing so. Any use of Third-Party Services is governed solely by the terms and conditions of such Third-Party Services and any contract entered into, or any transaction completed via any Third-Party Services, is between you and the relevant third party, and not with Onramp.Money. You shall comply in all respects with all applicable terms of the Third-Party Services that you access or subscribe to in connection with the Services. If at any time any Third-Party Services cease to make their programs available to us on reasonable terms, we may cease to provide such features to you without entitling you to refund, credit, or other compensation.

## 8. TAXES

You are solely responsible for any taxes which may be applicable to payments you make or receive, and it is your responsibility to collect, report and pay the correct tax to the appropriate tax authority.

## 9. TERM AND TERMINATION

- 9.1. This Agreement shall continue to remain in force unless and until your account with Onramp.Money is terminated or deleted under the provisions contained herein.
- 9.2. The Company may end this Agreement and close your Onramp.Money account without providing you prior notice if:
  - 9.2.1. You are in breach of the terms of this Agreement;
  - 9.2.2. You are requested or directed to do so by any competent court of law, government authority, public agency, law enforcement agency;
  - 9.2.3. It is suspected that you are in breach of any applicable law or regulation
  - 9.2.4. It is suspected that you are not involved in any fraudulent activity, money laundering, terrorism financing or other criminal or illegal activity
- 9.3. On termination for any reason, our obligation to provide you the Service ceases immediately. You must immediately delete or remove the application from all your devices.

## 10. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 10.1. You agree to indemnify and keep the Company indemnified from and against all claims resulting from the use of any detail/ information/ data that You post and/ or supply to us. The Company is entitled to remove any such detail/ information/ data posted by you without any prior intimation to you.
- 10.2. You shall indemnify the Company and hold the Company, its affiliates and any other related or third parties involved with Onramp.Money in any manner, harmless from and against all losses arising from claims demands, actions or other proceedings as a result of:
  - 10.2.1. Fraud, negligence and wilful misconduct by the user of the Service;
  - 10.2.2. Violation of applicable laws in the use of the Services and/ or in the conduct of the business of the User;
  - 10.2.3. Breach of the User's obligations under this Agreement including penalties, fines, charges, or any other actions as a result of breach or violation by the User and;
  - 10.2.4. Disputes raised by a User's customer in relation to a transaction where such dispute is not attributable to the Services;
- 10.3. Notwithstanding anything to the contrary contained in these Terms, in no event shall the Company or its affiliates, and their respective officers, partners, directors, agents, employees, third parties and suppliers be liable or responsible for any damages, claims, applications, losses, injuries, delays, accidents, costs, business interruption costs, or other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, indirect, general, special, punitive, exemplary, or consequential damages, including without limitation loss of goodwill or business profits, loss of fiat currency, loss or theft of Digital currencies and Digital Assets, work stoppage, data loss, computer failure or malfunction, or any other commercial or other losses arising out of or related to these Terms, the [Privacy Policy](#), the use of platform, Services related to buy, sell or trading of Your Digital Assets by any other party authorized / not authorized by You (collectively, all of the foregoing items shall be referred to herein as "Losses").

- 10.4. The Company and its affiliates, and their respective officers, partners, directors, agents, employees, third parties and suppliers is hereby released by you and anyone claiming under your from liability for any and all losses. The foregoing limitation of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, strict liability, or any other basis, even if the Onramp.Money has been advised of or should have known of the possibility of such losses and damages, and without regard to the success or effectiveness of other remedies. In no event shall Onramp.Money, its affiliates and service providers or any of their respective officers be liable for any amount greater than USD 1000 or the actual loss, whichever is lesser.

## **11. COMPLIANCE WITH ANTI-MONEY LAUNDERING/COUNTERING OF FINANCING OF TERRORISM LAWS**

- 11.1. The operations of the Company are conducted in accordance with applicable anti-money laundering and countering of financing and terrorism laws. You accept that you will not misuse the offered Services. You must not use your account on Onramp.Money to facilitate money laundering or finance any terrorist activities.
- 11.2. The Company will notify competent law enforcement agencies if there is any suspected breach of this provision. In the event of such a breach, we may restrict, prevent or suspend your right to use, operate and access your account on Onramp.Money.
- 11.3. You acknowledge and undertake that You shall comply with applicable Anti-Money Laundering Combating the Financing of Terroris laws and regulations. You shall ensure that You will undertake the relevant Know Your Customer norms, liveliness checks and shall maintain and update relevant Anti Money Laundering policies commensurate to risks, threats and vulnerabilities posed to the services offered by You. The Company retains the right to assess the veracity of the Anti-Money Laundering compliance system and Know Your Customer measures, if any.
- 11.4. You acknowledge and accept that Your Ultimate Beneficial Owners, Directors, Senior Management and other key management personnels are not politically exposed persons (“**PEP**”) or those from high-risk or sanctioned jurisdictions as per the lists prescribed by the United Nations, Financial Action task Force, European Union, UK treasury and US Office of Foreign Assets Control (“**OFAC**”). In case it is found by the Company that You are a PEP, sanctioned individual or from a high-risk jurisdiction as per OFAC, the Company retains the right to decline your application, proceed with notifying the competent authority or proceeding as per applicable law.

## **12. AUDIT AND INFORMATION**

- 12.1. The Company retains the right to audit transactions conducted on Your account with Onramp.Money for the purpose of its compliance with applicable laws and rules. The Company shall exercise its right to audit by providing a written request and such data should be submitted to the Company within 30 days of such request.



- 12.2. You shall reasonably cooperate with, and submit to the Company, any examination, inquiry, information request, or the like, to the extent required by any regulatory authority with written audit examination regarding Your use of Your Account on Onramp.Money or transactions initiated via it, if requested by such regulatory authority.

### **13. RELATIONSHIP OF PARTIES**

Each Party is not an agent of the other Party and this Agreement is not intended to, and shall not be deemed to, create any partnership, joint venture, joint enterprise or similar business relationship between the Parties hereto, or to authorize or empower either Party to act on behalf of or obligate or bind the other Party.

### **14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all previous proposals, representations, agreements and other written or oral communications in relation thereto.

### **15. ASSIGNMENT**

You may not transfer, assign, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights and obligations under this Agreement (including the Onramp.Money Account) without our prior written consent.

We reserve the right to transfer, assign, novate this Agreement (including Onramp.Money Account) or any right or obligation under this Agreement at any time without your consent. This does not affect your rights to close your Onramp.Money account.

### **16. CHANGES TO THIS AGREEMENT**

We reserve the right to make changes to this Agreement. Changes may be made:

- (a) Because of a change in legal or regulatory requirements;
- (b) Our requirements to keep your account on Onramp.Money safe and secure or to comply with applicable rules and regulations
- (c) In response to possible risks to the security of the Service offered, for example by changing the security steps you need to follow to access your Onramp.Money account;
- (d) Change to the terms of this Agreement, including the terms on how the Service is made available to you.

The above is merely an illustrative list and is not an exhaustive list of reasons that may lead to changes in the Agreement.

By creating a corporate account on Onramp.Money, you acknowledge and accept that you will revisit the terms of this Agreement since it may be updated without any prior notice or intimation.

## 17. DISPUTE RESOLUTION AND GOVERNING LAW

In case of any dispute arising out of or in relation to the terms of this agreement or the services, you agree that such dispute shall be settled amicably within 30 days of raising the dispute. In the event such dispute is not resolved within 30 days of raising the dispute, you and the Company shall refer such dispute to arbitration. The arbitral proceedings shall be administered by Singapore Arbitration Centre (“**SIAC**”) in accordance with Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of arbitration shall be Singapore. The tribunal shall consist of a sole arbitrator. The language of the arbitration shall be in English.

This agreement is governed by the laws of Saint Vincent and the Grenadines.

## 18. COMMUNICATIONS

In case of any notices, demands or any other communication in relation to this agreement, you please do not hesitate to contact [compliance@onramp.money](mailto:compliance@onramp.money).