



TERMS AND CONDITIONS

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Onramp.Money is a technology solution that allows You to purchase cryptocurrencies by depositing fiat.

Onramp.Money is operated by OMO LLC, a limited liability company registered under the provisions of the Limited Liability Companies Act, Chapter 151 of the Revised Laws of Saint Vincent and the Grenadines, 2009 with its registered office at Euro House, Richmond Hill Road, Kingstown, Saint Vincent and the Grenadines P.O 2897 (“**We**”, “**Us**”, “**Our**”).

By accessing, downloading or using Our Services, you agree to the terms (“**Terms**”) contained herein and consent to the [Privacy Policy](#). For continued access and use of Our Application and associated services, we request you to review and familiarise yourself with these Terms. If you do not agree to these Terms or subsequent modifications, please desist from accessing, using or downloading the Services.

DO NOT ACCESS THE PLATFORM OR USE THE APPLICATION AND ITS ASSOCIATED SERVICES IF THE SALE AND PURCHASE OF CRYPTOCURRENCIES ARE PROHIBITED UNDER APPLICABLE LAW IN YOUR JURISDICTION.

Words capitalised and not defined under these Terms shall have meanings assigned under applicable law. For the purposes of these Terms, the following words shall have the assigned meanings:

- i. **Application** shall mean and include the software and mobile based application accessed through desktop-based website accessible from any computer device;
- ii. **Cryptocurrency** or **Cryptocurrencies** mean a cryptographically secure digital representation of a value contractual rights that uses a form of distributed ledger technology and can be transferred, stored or traded electronically;
- iii. **Partner Sites** means Partner’s mobile applications and websites;
- iv. **Services** shall mean the online crypto asset platform that provides a crypto asset gateway operator service to purchase and deliver crypto assets with fiat currency to its users’ wallet without taking custody.
- v. **You** or **User** shall mean any registered user of the Application. If you accept these Terms and use the Application on behalf of any juristic entity or any other person, you represent and warrant that you are authorized to do so and have the authority to bind such entity or person to these Terms, in which case the words “**you**” and “**your**” as used in these Terms shall refer to such entity or person irrevocably.
- vi. **Wallet** shall mean a secured digital facility in which cryptocurrencies are held.

Wherever the context so requires, We and You shall be collectively referred to as “Parties” and individually as “Party”.

1. DISCLAIMER

TRADING OR HOLDING CRYPTOCURRENCIES INVOLVE A SIGNIFICANT FINANCIAL RISK. PLEASE BE ADVISED TO TRADE OR HOLD CRYPTOCURRENCIES WITH CAUTION GIVEN THE HIGH VOLATILITY ASSOCIATED. BY ACCESSING, USING OR DOWNLOADING THE APPLICATION, YOU ACKNOWLEDGE AND AGREE THAT:

- 1.1. YOU ARE AWARE OF THE RISKS ASSOCIATED WITH THE SALE AND PURCHASE OF CRYPTOCURRENCIES;
- 1.2. YOU HAVE CHECKED THAT THE POSSESSION, TRANSFER, SALE AND PURCHASE OF CRYPTOCURRENCIES ARE PERMITTED WITHIN THE LAWS OF YOUR JURISDICTION
- 1.3. WE SHALL NOT BE LIABLE FOR ANY RISKS OR ADVERSE OUTCOMES THAT RESULT FROM THE USE OF THE APPLICATION OR OFFERED SERVICES

2. REPRESENTATIONS AND WARRANTIES

- 1.4. By using, accessing or downloading the Application, You agree to the terms contained herein and warrant and represent that:
 - 1.4.1. You have full power and authority to enter into these Terms;
 - 1.4.2. You understand and acknowledge that We do not guarantee that any of the offered Services are suitable to your financial needs;
 - 1.4.3. You enter into this Terms as a principal and not on behalf of any third party;
 - 1.4.4. You will not violate any applicable laws by entering into these Terms or receive Services under it;
 - 1.4.5. You will not provide false, misleading or inaccurate information;
 - 1.4.6. You will not use funds or cryptocurrencies transferred to the wallet or any sub-wallet that have been acquired lawfully;
 - 1.4.7. You will not harass or engage in any harmful behaviour against Our Employees, agents or other users;
 - 1.4.8. You shall provide any assistance requested by Us to enable Us to comply with its obligations under these Terms;
 - 1.4.9. Your ability to use the Application may be detrimentally impacted by Our business operations, regulatory changes or regulatory actions.
 - 1.4.10. Our Services are provided on an “as is” and “as available” basis, with no further promises made by us around availability of Our Services.
 - 1.4.11. We make no representation or warranty that the Services are permissible for use in all jurisdictions and it is your responsibility to

ensure compliance with the laws of any relevant jurisdiction of your residence.

1.4.12. We are not a financial institution bank, credit union, trust, hedge fund, broker or investment or financial advisor, and is not subject to the laws, regulations, directives or requirements applicable to such persons.

2. ELIGIBILITY

- 2.1. To be eligible to use any of Our services, you confirm that you:
- 2.1.1. Have attained the age of majority
 - 2.1.2. Are competent to enter into binding contracts
 - 2.1.3. Have not been suspended or restricted from using the Application by Us
 - 2.1.4. Are not currently the subject of any sanctions, located, organised or resident in a designated jurisdiction.
 - 2.1.5. Are in compliance with applicable law including those that relate to anti-terrorism, anti-terrorism and anti-money laundering.

For the purpose of this Terms, “**Sanction(s)**” means any international economic sanction administered or enforced by the United States Government (including OFAC), the United Nations Security Council, the European Union or other relevant sanctions authority; and “**Designated Jurisdiction**” means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

3. SERVICES

- 3.1. Upon the completion of registration, We will provide the Services to you. During the redemption of Our Services, please note that We do not act as an intermediary or marketplace between other buyers and sellers of Cryptocurrency.
- 3.2. We will delivery Cryptocurrency to the Wallet address indicated at the time of the Order subject to the conditions of this Terms.
- 3.3. We are not the creators of any Cryptocurrency assets. We merely act on your instructions to execute orders with cryptocurrency asset custody service providers. By using or accessing Our Application, you authorise Us to act on your instructions to purchase Cryptocurrency Assets at a declared price and deliver the asset to your designated wallet.
- 3.4. We do not provide access to wallets nor are the custodians of funds or assets.
- 3.5. We do not provide or facilitate trading or investment or brokerage accounts or facilities; We do not provide investment or any other financial advice.

4. REGISTRATION

- 4.1. To use the Services, you must register on the Application. By using the Services, you agree and represent that you will use the Services only for yourself, and not on behalf of any third party. In our sole discretion, In Our sole discretion, We may refuse, restrict or terminate the number of accounts you may hold.
- 4.2. As part of the registration process, You must complete the in-built Know-Your-Customer process in order to assist our compliance under applicable anti-money laundering, terrorist financing, fraud and other financial crime activities. You may be required to furnish the following data attributes: name, e-mail id, contact number, date of birth, address or any other information. You acknowledge and agree that the Services shall be provided only after the completion of the Know-Your-Customer requirements.
- 4.3. As part of using Our Services, you consent and authorise us to make enquiries necessary to verify your identity or protect you or us against fraud, financial crime and to take action we reasonably deem necessary based on the results of such enquiries. To conduct such enquires, we may disclose the information collected about you to third parties to prevent such financial crime, and to take action we reasonably deem necessary based on the results of such inquiries.

5. TRANSACTION DUE DILIGENCE

- 5.1. Our Services are subjected to the terms contained herein and a limit on the currency transacted. We reserve the right to change the applicable limit as we deem necessary or in accordance with applicable law.
- 5.2. You hereby acknowledge and agree that all information provided by you at the time of account registration is true, correct, accurate, complete and up to date. In the event of any change in the provided information, You agree to update the details on the Account immediately without any delay. You further represent and warrant that at the time of making a new account, you shall inform Us of any prior existing account held by You.
- 5.3. You agree not to use the Application and the associated Services to undertake any of the following activities:
 - 5.3.1. To engage in any activity that contravenes the provisions of these Terms
 - 5.3.2. To use the Application or Services in an erroneous, fraudulent or unauthorised manner;
 - 5.3.3. To engage in any activity that circumvents our control over the Application or compromises any security measures;
 - 5.3.4. To commit any cybercrime;
 - 5.3.5. To commit any financial fraud or any other financial crime as recognised by applicable law;
 - 5.3.6. To spread any software virus, computer code or limit functionality of any computer resource;
 - 5.3.7. To disrupt or interfere with the offered Services;
 - 5.3.8. To engage in money laundering activities;
- 5.4. We retain the right to deploy appropriate technical tools to monitor the transactions undertaken via the Application through Our Services. In the event of any suspected or detected fraud, suspicious activity or any other illegal activity, we retain the right to suspend, terminate or limit access to the Application and its Services without any notice.

- 5.5. All our transaction monitoring activities are undertaken as part of our larger compliance with applicable Anti-Money Laundering regulations. For more information on our AML Policy, click [here](#).

6. FEES

- 6.1. The fees charged by Us will be displayed on the Application at the time of processing a transaction by You. The execution of the transaction will happen only after you agree to the displayed rates and fee. Any applicable taxes shall be solely borne by You. You may collect, withhold, report or remit any applicable amounts as per applicable law to appropriate tax authorities.
- 6.2. We use a number of sources to determine the price of various digital currencies. This includes but is not limited to using the last-traded price from a major exchange. We strive to provide you with competitive pricing. You understand that the buying and selling of digital assets carries an exchange rate that can frequently appreciate or depreciate in value. By accepting our Terms of Service, you acknowledge and accept that the amount shown on the Application's user interface may differ from the value received by You due to the above-mentioned fluctuations. We reserve the right to change rate providers at any time without providing you any prior notice to You.

7. TRANSMISSION DELAYS

- 7.1. When you place an order, we will deploy technical tools to ensure that your placed order is fulfilled at the time such order is placed. However, it may be necessary to delay such fulfilment of an order from time to time. In such cases, prior notification may be given.
- 7.2. We do not have control over the transaction times of the cryptocurrency network and there may be instances where transactions may take longer than usual. In such cases, you acknowledge and accept the risk that an order facilitated by Us may be delayed. By using or accessing our Application and Service you agree that you will not hold Us responsible for any losses, damages or injury arising out of or related to such delay.

8. CANCELLATION AND REFUNDS

We are not responsible for any inaccuracy in the data provided by You. You are obliged to check all information before submitting it on the Application. All placed orders are final and cannot be cancelled or refunded. Once an order is placed and executed, it cannot be recalled or retrieved under any circumstances. All transactions are irreversible. We urge you to be responsible and diligent while placing and executing orders. Under no circumstances we will issue refunds.

9. PRIVACY AND DATA PROTECTION

- 9.1. We collect, process and store your information in accordance with our [Privacy Policy](#). We may disclose the collected information in accordance with our [Privacy Policy](#) to comply with applicable rules, regulations and law enforcement requests.
- 9.2. We are committed to protecting and keeping your personal information safe and deploy best practices to protect the confidentiality, integrity and availability of your personal information.

- 9.3. We may share the data collected in accordance with our Privacy Policy and applicable law to third parties to enable features on the Application or to fulfil our contractual obligations with such third parties.

10. INDEMNITY

- 10.1. Neither Us, Our directors, employees or agents shall be liable for any loss or damage sustained by You as a direct or indirect result of the use of Our Services. In any event, We shall not be liable for loss of: profits, opportunity, business, savings, goodwill, cryptocurrency, claims and third parties, anticipated savings (whether direct or indirect) or any type of special, direct, indirect or consequential loss.
- 10.2. We disclaim any and all liability associated with the use of cryptocurrency, including:
- 10.2.1. unknown inherent technical defects;
 - 10.2.2. regulatory or legislative changes
 - 10.2.3. currency fluctuation
- 10.3. We shall not bear any liability for any damage or interruption caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer resource.
- 10.4. You acknowledge and agree to indemnify Us, Our subsidiaries, members, directors, partners, partners, officers, employees, contractors and agents harmless from and against any loss, liability, claim, demand, damages, costs, expenses (including legal fees) which may arise from or in connection with the Application or Services, any content on the Services shared by you or other users, any third party websites or resources found through the services, any users of the services, or any breach of this Terms, applicable laws or any law or regulation in any jurisdiction.
- 10.5. As part of offering our Services, We may provide you with links to third party services (“**Third Party Services**”) and may display, include or make available content, data, information, applications or materials from such Third Party Services. You acknowledge and agree that We are not responsible for the examination or evaluation of the content displayed by such Third-Party Services. WE DO NOT WARRANT, ENDORSE NOR SHALL ASSUE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON FOR AN THIRD-PARTY SERVICES, MATERIALS OR WEBSITE OR ANY OTHER MATERIALS, PRODUCTS, SERVICES DISPLAYED BY SUCH THIRD PARTIES.

11. GOVERNING LAW AND DISPUTE RESOLUTION

Your access to use the Application and these Terms is subject to the laws of India. In case of any disputes in connection with or in relation to the use of the Application or any part thereof, the Courts of India shall have the exclusive jurisdiction to adjudicate any such disputes. This Agreement is governed by applicable Indian law.

12. TERM

- 12.1. These Terms shall be valid from the date of upload of these Terms and shall continue until either party terminates or notifies the other of termination, in writing. These Terms can be terminated immediately by You by providing a written notice.
- 12.2. Except as set out otherwise, neither Party will be liable for any loss caused directly or indirectly from circumstances not within its control, including but not limited to acts of God, government restrictions, exchange or market rulings, actions affecting

securities, clearing or commodity exchanges including suspensions of trading or extensions of trading hours, dealing cut-off times and holidays, acts of civil or military authority, national emergencies, natural disasters, wars, riots or acts of terrorism, industrial disputes, acts or regulations of any governmental or supranational bodies and authorities or the failure or malfunction of any telecommunication or computer service.

13. NOTICES OR COMPLAINTS

- 13.1. Any notices, communications or orders in relation to or in connection with these Terms shall be given in writing and must be delivered by electronic mail to hi@onrampmoney. Such communications shall be deemed delivered if there is no error or bounce message within 8 hours of delivering it.
- 13.2. In case of any general queries or complaints, please do not hesitate to provide your name, address, and any other information we may need to identify you, your account and your order.

MISCELLANEOUS

- 13.3. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the validity, legality, and enforceability of the remaining provisions shall remain in full force and effect.
- 13.4. These Terms form a valid, enforceable agreement between you and OMO LLC, a company registered under the provisions of the Limited Liabilities Companies Act, Chapter 151 the Revised Laws of Saint Vincent and the Grenadines, 2009 with its registered office at Euro House, Richmond Hill Road, Kingstown, Saint Vincent and the Grenadines PO 2897.

14. DATA PROTECTION

We comply with all applicable data protection laws at all times and only use, collect and process your personal data in accordance with our Privacy Policy to provide you the Services. In case of any queries regarding data protection, please do not hesitate to reach out to our Data Protection Officer at dataprotection@onramp.money

15. GRIEVANCE REDRESSAL MECHANISM

In case of any complaints or grievances, please do not hesitate to reach out to our Grievance Redressal Officer at support@onramp.money

16. CHANGES TO THIS POLICY

From time to time, we may change these Terms. We may assign or transfer our Terms with you. We recommend that you periodically check this page for any revised terms. Your continued use of Services will be deemed to constitute acceptance of all such revised terms.