



## TERMS AND CONDITIONS

### Version 6

Last updated on 24 June 2024.

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

### Our Relationship to you

Onramp.Money operates internationally through different entities in order to provide its Services to You. The following table describes the entity (or entities, collectively referred to as “We”, “Us”, “Our”) you are contracting with:

Where you reside/Jurisdiction	Contract with Operating Entity	Registered Address
India	Buyhatke Internet Private Limited	1090C, 3rd Floor, Incubex Building, 14th Main, 18th Cross, HSR Layout, Bengaluru, Karnataka, India - 560102
Europe	OME Ventures s.r.o	Cimurkova 916/8, Žižkov, 13000 Prague 3
Rest of the World	OMO LLC	Eurohouse, Richmond Hill Road, Kingstown, Saint Vincent and the Grenadines

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 Onramp.Money software available on mobile based application and desktop-based website accessible from any computer or electronic device;
- ii. **Cryptocurrency** or **Cryptocurrencies** mean a cryptographically secure digital representation of a value that uses a form of distributed ledger technology and can be transferred, stored or traded electronically;



# ONRAMP

- iii. **Partner Sites** means Partner's mobile applications and websites;
- iv. **Services** shall mean the Onramp.Money Application that allows users to purchase cryptocurrencies by depositing fiat.
- 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.

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;
- 1.4. CHANGES, MODIFICATIONS OR AMENDMENTS TO REGULATIONS MAY PROHIBIT, PREVENT, RESTRICT OR MAY HAVE A NEGATIVE EFFECT ON THE SERVICES OFFERED BY ONRAMP.MONEY AND THE USAGE OF ITS SERVICES, MATERIAL OR ANY INFORMATION BY THE USER.

CRYPTO TRANSACTIONS ARE IRREVERSIBLE. ONCE A TRANSACTION IS INITIATED BY YOU, IT CAN NEITHER BE CANCELLED, MODIFIED NOR REVERSED BY US UPON YOUR REQUEST.

CRYPTO ASSETS ARE HIGHLY VOLATILE AND TEND TO FLUCTUATE, DUE TO WHICH THERE MAY BE AN INCREASE OR DECREASE IN THE VALUE OF THE CRYPTO ASSET YOU RECEIVE OR TRANSFER AFTER A TRANSACTION. CRYPTO ASSETS ARE SUBJECT TO LARGE SWINGS IN VALUE AND MAY EVEN BECOME WORTHLESS. THERE IS ALWAYS AN INHERENT RISK OF LOSSES ASSOCIATED WITH BUYING, SELLING, OR TRADING IN CRYPTO ASSETS. IT IS ALSO POSSIBLE THAT THE VALUATION AND PRICE OF CRYPTO ASSET CHANGES AFTER THE TRANSACTION HAS BEEN INITIATED BY YOU OR DURING THE TRANSACTION, AND YOU ARE HEREBY ADVISED/ CAUTIONED OF THE SAME. VALUE



OF A CRYPTO ASSET IS SUBJECT TO MARKET CHANGES AND RISKS, AND UNDER NO CIRCUMSTANCE SHALL ONRAMP BE LIABLE FOR ANY SUCH CHANGES OR FLUCTUATIONS WHETHER BEFORE, DURING OR AFTER THE TRANSACTION.

CRYPTO ASSETS MAY BE TARGETED BY HACKERS OR MALICIOUS GROUPS OR ORGANIZATIONS WHO MAY ATTEMPT TO INTERFERE WITH THE CRYPTO ASSETS AND/OR THE SALE/PURCHASE OF THE CRYPTO ASSETS OR STEAL THE CRYPTO ASSETS IN VARIOUS WAYS, INCLUDING MALWARE ATTACKS, DISTRIBUTED DENIAL OF SERVICE, CONSENSUS-BASED ATTACKS, SYBIL ATTACKS, PHISHING, SMURFING AND HACKING. PLATFORM, SERVICES, MATERIALS AND/OR ONRAMP'S THIRD-PARTY SERVICE PROVIDERS, THIRD PARTY CRYPTO ASSET EXCHANGES MAY BE SUBJECT TO SUCH TARGETS, ATTACKS ETC. AND NOTWITHSTANDING ANY OTHER PROVISION, ONRAMP, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, PARTNERS, OFFICERS, EMPLOYEES, AGENTS AND THIRD PARTIES SHALL NOT BE LIABLE TO THE USER OR ANY THIRD PARTY FOR THE SAME.

## 2. REPRESENTATIONS AND WARRANTIES

- 1.5. By using, accessing or downloading the Application, You agree to the terms contained herein and warrant and represent that:
  - 1.5.1. You have full power and authority to enter into these Terms;
  - 1.5.2. You understand and acknowledge that We do not guarantee that any of the offered Services are suitable to your financial needs;
  - 1.5.3. You enter into this Terms as a principal and not on behalf of any third party;
  - 1.5.4. You will not violate any applicable laws by entering into these Terms or receive Services under it;
  - 1.5.5. You will not provide false, misleading or inaccurate information;
  - 1.5.6. You will not use funds or cryptocurrencies transferred to the wallet or any sub-wallet that have been acquired in violation of applicable law;
  - 1.5.7. You will not harass or engage in any harmful behaviour against Our Employees, agents or other users;
  - 1.5.8. You shall provide any assistance requested by Us to enable Us to comply with its obligations under these Terms;
  - 1.5.9. Your ability to use the Application may be detrimentally impacted by Our business operations, regulatory changes or regulatory actions.
  - 1.5.10. Our Services are provided on an “**as is**” and “**as available**” basis, with no further promises made by us around availability of Our Services.
  - 1.5.11. 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.
  - 1.5.12. We are not a financial institution bank, credit union, trust, hedge fund, broker or investment or financial advisor, and are 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.

- 2.2. By accessing, downloading or using the Services offered by Us, you acknowledge and accept that you are the sole owner of your profile on the services offered by Us. The Services are provided to you on the condition that you operate your own profile and do not operate nor use the offered Services on behalf of anybody else. We retain the sole discretion to prevent, suspend or prohibit your access to the platform if you are found in violation of these terms.
- 2.3. Upon the successful 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.
- 2.4. We will deliver Cryptocurrency to the Wallet address indicated at the time of the Order subject to the conditions of this Terms.
- 2.5. 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.
- 2.6. We do not provide access to wallets nor are the custodians of funds or assets.
- 2.7. We do not provide or facilitate trading or investment or brokerage accounts or facilities; We do not provide investment or any other financial advice.



- 2.8. We are a technology solution that allows users to purchase cryptocurrencies by depositing fiat. We engage the services of various liquidity providers that provide bank accounts to accept user deposits and provide cryptocurrency liquidity to fulfil user orders.
- 2.9. We offer the Application and Services in collaboration with entities that are licensed under applicable law in jurisdictions we operate in.

### **3. REGISTRATION**

- 3.1. 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, We may refuse, restrict or terminate the number of accounts you may hold.
- 3.2. 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.
- 3.3. As part of using Our Services, you consent and authorise us to make enquiries necessary to verify your identity and 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 inquiries, 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.

### **4. TRANSACTION DUE DILIGENCE**

- 4.1. 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.
- 4.2. 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.
- 4.3. You agree not to use the Application and the associated Services to undertake any of the following activities:
  - 4.3.1. To engage in any activity that contravenes the provisions of these Terms

- 4.3.2. To use the Application or Services in an erroneous, fraudulent or unauthorised manner;
  - 4.3.3. To engage in any activity that circumvents our control over the Application or compromises any security measures;
  - 4.3.4. To commit any cybercrime;
  - 4.3.5. To commit any financial fraud or any other financial crime as recognised by applicable law;
  - 4.3.6. To spread any software virus, computer code or limit functionality of any computer resource;
  - 4.3.7. To disrupt or interfere with the offered Services;
  - 4.3.8. To engage in money laundering activities;
  - 4.3.9. To engage in any activity which may violate the use, possession and rights of intellectual property related to the Application under the applicable laws;
  - 4.3.10. To engage in any activity directly or indirectly as prohibited, barred or punishable under the applicable laws.
- 4.4. 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, limit access to the Application and its Services without any notice or take appropriate legal action with the competent authority.
- 4.5. 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](#).

## **5. FEES**

- 5.1. 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.
- 5.2. 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.

## **6. TRANSMISSION DELAYS**

- 6.1. 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.



- 6.2. 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.

## 7. 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.

## 8. PRIVACY AND DATA PROTECTION

- 8.1. 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.
- 8.2. 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.
- 8.3. 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 or as required by applicable law.

## 9. INDEMNITY

- 9.1. 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.
- 9.2. We disclaim any and all liability associated with the use of cryptocurrency, including:
  - 9.2.1. unknown inherent technical defects;
  - 9.2.2. regulatory or legislative changes
  - 9.2.3. currency fluctuation
- 9.3. 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.
- 9.4. 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.

- 9.5. 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 ASSUME 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.

## 10. LIMITATION OF LIABILITY

- 10.1. We or our affiliates shall not be liable, under any circumstances for any profits or any special, incidental, indirect or consequential damages arising out of or in connection with these Terms.

- 10.2. The User understands and agrees that, to the fullest extent permitted by applicable law, neither Onramp.Money, its Affiliates nor any related entities, suppliers, or licensors shall be liable to the User for any direct, indirect, incidental, special, punitive, exemplary or other damages of any kind, including but without limitation to damages for loss of profits, goodwill, or other tangible or intangible losses or any other damages. This includes but is not limited to:

10.2.1. Any damage, resulting from the Application or the Services;

10.2.2. Conduct of any third party that avails the Services;

10.2.3. Actions taken by Us or failure thereof;

10.2.4. Human errors or technical malfunctions;

10.2.5. Any loss, damage or injury, direct or indirect arising out of forgotten passwords, incorrectly constructed smart contracts, serve failure, malfunction, misuse of service or intangible losses;

10.2.6. Inability to fully access the Application or the Services;

10.2.7. the introduction of viruses, worms or other destructive programs or any other commercial or economic losses.

10.2.8. regulatory or legislative changes

10.2.9. price and market volatility of cryptocurrencies, including but not limited to lack of liquidity

## 11. TERM AND TERMINATION



- 11.1. 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 or when you cease to use the Application. On providing a notice Us, Your right to use the Application ceases.
- 11.2. We reserve the right to terminate the User from using its services without any prior notice, including if the user is found to be in breach of these Terms. In the event of such termination, We shall not be liable for any loss of information, damage or any other loss of similar nature.
- 11.3. 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, epidemics, pandemics, natural disasters, wars, riots or acts of terrorism, industrial disputes, change or introduction of any acts or regulations of any domestic or international governmental or supranational bodies and authorities or the failure or malfunction of any telecommunication or computer service.

## **12. NOTICES OR COMPLAINTS**

- 12.1. 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 [compliance@onramp.money](mailto:compliance@onramp.money).
- 12.2. 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.
- 12.3. If you are a law enforcement official and seek assistance, please follow the guidelines for law enforcement available [here](#).

## **13. GOVERNING LAW AND DISPUTE RESOLUTION**

- 13.1. The use of the Application is governed by these Terms and shall be construed in accordance with the substantive laws of the country in which the services are offered.
- 13.2. The user may raise their dissatisfaction or grievance with the services offered by Us and seek a resolution with Us. Disputes raised shall be resolved by correspondence.
- 13.3. In the event that such dispute is not resolved or in case of any dispute or controversy arising out of this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. The arbitral proceedings shall be administered by Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause.

- 13.4. The seat of the arbitration shall be Bengaluru, Karnataka, India. The language of the arbitration shall be in English. The tribunal shall consist of one arbitrator.

#### **14. MISCELLANEOUS**

- 14.1. 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 as necessary, and the validity, legality, and enforceability of the remaining provisions shall remain in full force and effect.
- 14.2. 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.

#### **15. 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 [compliance@onramp.money](mailto:compliance@onramp.money).

#### **16. GRIEVANCE REDRESSAL MECHANISM**

In case of any complaints or grievances, please do not hesitate to reach out to our Grievance Redressal Officer at [compliance@onramp.money](mailto:compliance@onramp.money).

#### **17. 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.

If you have any questions about these terms, feel free to contact us  
[compliance@onramp.money](mailto:compliance@onramp.money)