TERMS AND CONDITIONS

Effective Date: 12/10/2026

These Terms and Conditions (“Terms”) govern access to and use of the website, digital platform, and related services provided under the Metaramp brand by Metaramp Technologies Limited (“Metaramp”, “we”, “us”, or “our”).

By accessing our website, registering for an account, or using any service made available through our platform, you (“Customer”, “you”, or “your”) agree to these Terms. If you do not agree, you must not access or use the relevant services.

Where you access or use our services on behalf of a company or other legal entity, you represent that you are authorised to bind that entity to these Terms.

1. Definitions

For the purposes of these Terms:

“Account” means a business account or other account made available to an eligible Customer through the platform.

“Customer” means a business, company, legal entity, or other eligible organisation that accesses or uses the Services.

“Platform” means the Metaramp-branded website and digital environment through which the Services are presented or accessed.

“Services” means the technology-enabled services made available under the Metaramp brand, including access to supported business account facilities, cross-border payment capabilities, and related financial technology services provided through third-party providers.

“Service Provider” means Mesta and any relevant financial institution, payment service provider, digital asset service provider, banking partner, or other third party responsible for providing or supporting an underlying service.

“Stablecoin” means a digital asset designed to maintain a relatively stable value by reference to another asset, currency, or mechanism.

“Applicable Law” means the laws, regulations, regulatory requirements, and legally binding directions applicable to the relevant party, service, transaction, or jurisdiction.

2. About Metaramp and the Services

2.1. Metaramp is a technology company providing businesses with access to technology-enabled cross-border payment capabilities and related services through its digital platform.

2.2. The Services are intended primarily for business-to-business use cases, including businesses seeking to make or receive eligible international commercial payments, pay suppliers, and manage cross-border business transactions.

2.3. The Services may include access to supported foreign-currency account facilities, payment initiation capabilities, international transfers, and supported stablecoin-related services. The specific features available to a Customer depend on eligibility, jurisdiction, the relevant Service Provider, and the services made available at the time.

2.4. The Services are delivered through an underlying third-party technology and financial services arrangement. Relevant Service Providers are responsible for the onboarding, verification, account approval, payment processing, funds movement, settlement, and other regulated or financial functions assigned to them under the applicable arrangements.

2.5. Metaramp does not independently operate the underlying payment infrastructure or hold, safeguard, transfer, or settle Customer funds under the current service model. The applicable Service Providers perform the relevant functions in accordance with their contractual arrangements and applicable requirements.

2.6. Metaramp's role includes providing access to the Metaramp-branded platform and facilitating Customers' access to the Services. Nothing in these Terms should be interpreted as representing that Metaramp is a bank, deposit-taking institution, or independently licensed payment service provider where it does not hold the relevant authorisation.

2.7. Access to particular Services may require acceptance of separate terms, disclosures, policies, or agreements issued by a Service Provider. Where applicable, those terms govern the relationship between the Customer and the relevant Service Provider for the services covered by them.

2.8. These Terms do not override any mandatory legal requirement or the terms of an applicable agreement with a Service Provider.

3. Eligibility and Business Accounts

3.1. The Services are intended for eligible businesses and other permitted legal entities. They are not designed as a general-purpose personal remittance or consumer banking service.

3.2. To use the Services, a Customer must:

a. Be a legally established business or other eligible entity in a jurisdiction supported by the Services;

b. Have the legal capacity and authority to enter into these Terms;

c. Provide accurate, complete, and current business and identification information when requested;

d. Ensure that each person acting on its behalf is properly authorised;

e. Comply with these Terms, applicable Service Provider terms, and Applicable Law; and

f. Satisfy any eligibility, verification, risk assessment, and approval requirements imposed by the relevant Service Provider.

3.3. Availability may depend on the Customer's country of incorporation, place of business, ownership structure, industry, transaction profile, and the countries in which it intends to transact.

3.4. Access to the Services is not guaranteed by registration, an invitation to apply, or submission of business information. The relevant Service Provider retains responsibility for decisions concerning onboarding, verification, approval, restrictions, and account availability.

3.5. A Customer must not use the Services on behalf of an undisclosed third party, operate an account for another business without appropriate authorisation, or misrepresent the identity of the entity conducting a transaction.

3.6. Metaramp or a relevant Service Provider may decline an application where eligibility requirements are not met, required information is unavailable, or access would be inconsistent with risk policies or Applicable Law.

4. Business Verification and Due Diligence

4.1. Customers may be required to provide information and documentation relating to their business, directors, beneficial owners, authorised representatives, business activities, source of funds, source of wealth, counterparties, and intended transactions.

4.2. Verification may include checks relating to business registration, identity, ownership and control, sanctions, politically exposed persons, adverse media, fraud, and other relevant financial crime risks.

4.3. The relevant Service Provider determines and performs the onboarding, verification, approval, and ongoing review procedures applicable to the underlying Services.

4.4. Customers must provide truthful information and promptly notify the relevant party of material changes to their business information, ownership, control, authorised representatives, or transaction activities.

4.5. A Customer must respond promptly to reasonable requests for additional information or supporting documents. Failure to do so may result in delayed onboarding, transaction restrictions, suspension, or termination of access.

4.6. Metaramp may facilitate the communication or submission of information needed for the Services. This does not mean that Metaramp independently conducts or makes the final determination on verification or approval performed by a Service Provider.

5. Supported Currencies and Digital Assets

5.1. Subject to eligibility and availability, the Services may support transactions involving foreign currencies such as US dollars (USD), pounds sterling (GBP), and euros (EUR), as well as selected stablecoins and other supported digital assets.

5.2. Supported currencies, digital assets, payment routes, account features, and transaction types may vary by jurisdiction, Service Provider, Customer category, and applicable restrictions.

5.3. Nigerian naira-denominated payment services are not currently part of the intended offering described by these Terms. Any future introduction of additional currencies or services will be subject to applicable requirements and the relevant service arrangements.

5.4. The availability of a particular currency or digital asset does not guarantee that every Customer can access it or that every transaction involving it will be accepted or completed.

5.5. Digital asset and stablecoin transactions involve risks, including issuer or reserve risk, loss of a stablecoin's intended peg, network congestion, technical failure, cyber incidents, liquidity constraints, and changes in applicable law or service availability.

5.6. Stablecoins are not necessarily equivalent to bank deposits, government-issued currency, or legally guaranteed claims against an issuer. Any rights relating to redemption, reserves, custody, or recovery depend on the particular asset and the relevant provider's terms.

5.7. Customers are responsible for ensuring that the currencies and digital assets they use are suitable for their commercial activities and permitted under the laws applicable to them.

6. Customer Responsibilities

6.1. Customers must use the Services only for lawful business activities and genuine commercial purposes.

6.2. Customers are responsible for:

a. Maintaining accurate business, ownership, and contact information;

b. Ensuring that their use of the Services complies with Applicable Law;

c. Providing complete and accurate payment instructions and beneficiary details;

d. Confirming the legitimacy of their counterparties and the commercial purpose of their transactions;

e. Maintaining appropriate internal controls over their employees, authorised representatives, and account credentials;

f. Protecting access credentials and promptly reporting suspected unauthorised access;

g. Providing supporting invoices, contracts, purchase orders, or other transaction evidence when reasonably requested; and

h. Paying applicable fees and charges disclosed to them before the relevant service or transaction.

6.3. Customers must not misrepresent the purpose, origin, ownership, destination, or beneficiaries of funds or digital assets.

6.4. Customers must not permit unauthorised persons to access or use their accounts or knowingly facilitate transactions for unidentified or undisclosed parties.

6.5. Customers are responsible for ensuring that payments they initiate or request are properly authorised within their organisation.

7. Prohibited Activities

Customers must not use, or attempt to use, the Services for:

a. Money laundering, terrorist financing, proliferation financing, or other financial crime;

b. Fraud, scams, impersonation, theft, or the handling of proceeds of crime;

c. Transactions that violate applicable sanctions or other legal restrictions;

d. The purchase, sale, transfer, or facilitation of goods or services that are prohibited under Applicable Law;

e. Bribery, corruption, tax evasion, or the concealment of criminal proceeds;

f. Transactions involving fictitious businesses, false invoices, sham commercial arrangements, or misleading payment descriptions;

g. Circumventing identity verification, sanctions screening, transaction monitoring, or other compliance controls;

h. Unauthorised access to, interference with, or misuse of the Platform or its supporting systems; or

i. Any activity prohibited by the applicable Service Provider terms or Applicable Law.

Metaramp may refer suspected prohibited activity to the relevant Service Provider and cooperate with lawful requests from competent authorities, subject to Applicable Law.

8. Transactions and Payment Instructions

8.1. Transactions are subject to the availability, rules, operating procedures, and approval processes of the relevant Service Provider and any participating financial institution or payment network.

8.2. Metaramp does not independently execute, settle, or control Customer payment transactions under the current service model.

8.3. Customers are responsible for reviewing the beneficiary details, transaction amount, currency, payment purpose, and other instructions before submitting a transaction through the applicable platform.

8.4. Once a transaction has been submitted or accepted for processing, the ability to cancel, amend, recall, or reverse it may be limited or unavailable. Requests for cancellation or recovery are subject to the relevant Service Provider's procedures and the status of the transaction.

8.5. Transaction completion times may vary due to verification requirements, time zones, business days, intermediary institutions, network conditions, liquidity, technical issues, sanctions screening, and other factors outside Metaramp's direct control.

8.6. A transaction may be delayed, declined, returned, restricted, or held for review by the relevant Service Provider or another participating institution where permitted or required.

8.7. Customers should not treat a transaction as completed until the applicable platform or Service Provider confirms its status.

8.8. Customers must promptly report suspected errors, unauthorised transactions, or discrepancies through the designated support channel.

9. Fees, Exchange Rates, and Charges

9.1. Applicable service fees, transfer charges, exchange rates, network fees, and other costs will be communicated through the Platform or the relevant Service Provider before the Customer commits to the applicable transaction or service, where required.

9.2. Fees may differ according to currency, transaction route, amount, service type, and the charges imposed by participating institutions or networks.

9.3. Where currency conversion is offered, the applicable rate and any disclosed charges will be determined or supplied through the relevant service arrangement.

9.4. Customers are responsible for reviewing the applicable charges before proceeding with a transaction.

9.5. Third-party charges, intermediary fees, receiving-bank charges, and network fees may apply. Where these cannot be determined in advance, the Customer may receive less than the original payment amount.

9.6. Any refund of fees or transaction amounts is subject to the nature and status of the transaction, applicable law, and the relevant Service Provider's policies.

10. Account Restrictions, Suspension, and Termination

10.1. A relevant Service Provider may restrict, suspend, or terminate an account or service in accordance with its applicable terms and legal obligations.

10.2. Reasons may include:

a. Incomplete, inaccurate, or outdated verification information;

b. Suspected fraud, money laundering, sanctions violations, or other unlawful activity;

c. A breach of these Terms or applicable Service Provider terms;

d. A legal or regulatory requirement;

e. Material changes in the Customer's risk profile or business activities;

f. Security incidents or suspected unauthorised access; or

g. The unavailability or discontinuation of a relevant service.

10.3. Metaramp may restrict access to its own website or technology services where reasonably necessary for security, legal compliance, platform integrity, or enforcement of these Terms.

10.4. Where legally permissible and reasonably practicable, the relevant party may notify the Customer of a restriction or termination. Notice may be withheld where prohibited by law, where it could compromise an investigation, or where immediate action is necessary to protect the relevant service or other parties.

10.5. Suspension or termination does not automatically entitle a Customer to the immediate release or return of funds subject to a lawful hold, investigation, transaction dispute, or restriction imposed by the relevant Service Provider or competent authority.

10.6. Questions about restricted accounts, held funds, transaction returns, or the release of funds must be directed to the relevant Service Provider responsible for the account or transaction.

11. Third-Party Services

11.1. The Services rely on third-party technology, financial institutions, payment networks, and other providers.

11.2. The relevant Service Provider is responsible for the functions it performs under its applicable arrangements, including account-related decisions, payment execution, settlement, and any other services assigned to it.

11.3. Customers may be required to accept separate terms and policies before using certain services. Customers must review and comply with those terms.

11.4. Metaramp does not independently control the internal operations, processing systems, decisions, or availability of third-party providers.

11.5. Metaramp does not guarantee that a third-party service will be uninterrupted, available in every jurisdiction, or suitable for every transaction.

11.6. Nothing in this section excludes any responsibility that Metaramp cannot lawfully exclude or limits a Customer's rights against a Service Provider under a separate applicable agreement.

12. Website Availability and Intellectual Property

12.1. Metaramp will take reasonable steps to maintain access to its website and technology services but does not guarantee uninterrupted or error-free availability.

12.2. Access may be interrupted for maintenance, security updates, technical failures, service-provider outages, or circumstances outside Metaramp's reasonable control.

12.3. The Metaramp name, logo, branding, website content, design elements, and original technology materials are owned by Metaramp or used under appropriate authorisation and are protected by applicable intellectual property laws.

12.4. Customers may use the Platform only for its intended purposes and must not copy, reproduce, modify, distribute, reverse engineer, or commercially exploit protected materials except as permitted by law or with the relevant rights holder's written permission.

12.5. No intellectual property rights are transferred to a Customer merely by accessing or using the Services.

13. Data Protection and Privacy

13.1. Metaramp may collect and process information necessary to provide access to its website and Services, communicate with Customers, maintain security, and meet applicable legal obligations.

13.2. Information may include business registration details, contact information, information about authorised representatives, account-related information, and other information submitted by or about a Customer.

13.3. Where necessary for the Services, information may be shared with relevant Service Providers, technology providers, financial institutions, compliance service providers, and competent authorities where legally required or otherwise permitted.

13.4. The handling of personal information is subject to applicable data protection law and Metaramp's Privacy Notice.

13.5. Customers must ensure that they have the necessary authority or lawful basis to provide personal information relating to their directors, beneficial owners, employees, representatives, and counterparties.

13.6. Customers should consult the applicable Service Provider's privacy disclosures for details of how that provider processes information in connection with onboarding, account services, and transactions.

14. Disclaimers

14.1. The Platform provides access to technology-enabled services and information. It is not, by itself, a guarantee that a Customer will obtain an account, have a transaction approved, or complete a payment successfully.

14.2. Metaramp does not provide banking, investment, legal, tax, or financial advisory services merely by making the Platform available.

14.3. Customers are responsible for assessing their own commercial, legal, tax, foreign-exchange, and digital asset risks and obtaining professional advice where appropriate.

14.4. Information presented on the website is for general informational purposes and should not be treated as a guarantee of service availability, transaction completion, exchange rates, or future performance.

14.5. Nothing in these Terms excludes a representation, warranty, or obligation that cannot lawfully be excluded under Applicable Law.

15. Limitation of Liability

15.1. To the maximum extent permitted by Applicable Law, Metaramp will not be liable for indirect, incidental, special, exemplary, or consequential losses, including loss of anticipated profits, business opportunities, goodwill, or data arising from the use of the Platform.

15.2. Metaramp will not be responsible for losses arising solely from the acts or omissions of a third-party Service Provider, financial institution, payment network, or digital asset network, to the extent such losses are outside Metaramp's reasonable control and responsibility under the applicable arrangement.

15.3. Metaramp will not be responsible for losses caused by inaccurate payment instructions, unauthorised actions by a Customer's personnel, failure to protect credentials, or a Customer's breach of these Terms, except to the extent caused by Metaramp's own breach or other conduct for which it is legally responsible.

15.4. Nothing in these Terms excludes or limits liability for fraud, fraudulent misrepresentation, wilful misconduct, or any other liability that cannot lawfully be excluded or limited.

15.5. Nothing in these Terms removes any mandatory rights or remedies available to a Customer under Applicable Law.

16. Indemnity

To the extent permitted by Applicable Law, a Customer agrees to indemnify Metaramp against reasonable losses, liabilities, costs, and expenses arising directly from the Customer's fraud, unlawful use of the Services, material breach of these Terms, or infringement of another party's rights.

This indemnity does not apply to the extent that a loss results from Metaramp's own breach of law, negligence, wilful misconduct, or other conduct for which the Customer cannot lawfully be required to indemnify Metaramp.

17. Amendments to These Terms

17.1. Metaramp may update these Terms to reflect changes in the Services, technology, business operations, contractual arrangements, or Applicable Law.

17.2. Updated Terms will be published on the website with a revised effective date.

17.3. Where a material change requires advance notice or affirmative consent under Applicable Law, Metaramp will provide the required notice or obtain that consent.

17.4. Continued use of the relevant Services after updated Terms take effect constitutes acceptance of those changes only to the extent permitted by Applicable Law.

18. Governing Law and Dispute Resolution

18.1. These Terms are governed by the laws of the Federal Republic of Nigeria, subject to any mandatory legal requirements applicable to the relevant Customer or service.

18.2. The parties will endeavour to resolve disputes arising from these Terms through good-faith discussions.

18.3. Where a dispute cannot be resolved amicably, it may be referred to a court of competent jurisdiction in Nigeria, subject to applicable law and any mandatory dispute-resolution requirements.

18.4. This section does not prevent a Customer from exercising any mandatory rights or remedies available in another jurisdiction where those rights cannot lawfully be excluded.

19. General Provisions

19.1. **Entire Agreement:** These Terms govern the Customer's use of the Platform, together with any applicable supplementary terms incorporated by reference. Separate Service Provider agreements govern the services covered by those agreements.

19.2. **Severability:** If any provision is held invalid or unenforceable, the remaining provisions will continue in effect to the extent permitted by law.

19.3. **No Waiver:** Failure to enforce a provision does not constitute a waiver of the right to enforce it later.

19.4. **Assignment:** A Customer may not assign its rights or obligations under these Terms without Metaramp's prior written consent, except where assignment is permitted by Applicable Law. Metaramp may transfer its rights or obligations in connection with a corporate reorganisation or transfer of its business, subject to Applicable Law.

19.5. **No Partnership:** These Terms do not create a partnership, joint venture, employment relationship, or agency relationship between Metaramp and a Customer.

19.6. **Force Majeure:** Metaramp will not be responsible for delays or failures caused by circumstances beyond its reasonable control, including natural disasters, widespread network outages, cyber incidents, government action, or disruptions affecting relevant third-party providers, except to the extent otherwise required by law.

19.7. **Third-Party Rights:** Except where expressly stated or required by law, these Terms do not confer contractual rights on persons who are not parties to them.

20. Contact Information

For questions concerning these Terms or Metaramp's website and technology services, please contact:

Metaramp Technologies Limited

Website: https://www.metaramp.co

Email: admin@metaramp.co

For questions relating to onboarding decisions, account restrictions, payment execution, settlement, or funds held by a Service Provider, Customers may need to contact the relevant Service Provider directly.

End of Terms and Conditions