**Terms & Conditions**

These terms and conditions (the Terms and Conditions or the Agreement) spill out the terms of the agreement between you as a Member of Rapid Cash and a user of the Platform (You or a Member), Rapid Cash Investment LTD (Rapid Cash or RC) and, where applicable, an appointed Nominee. The Platform meaning the website operated by RC under the Investment Name Rapid Cash Investment LTD.

The terms and conditions should be read in conjunction with our Terms of Website Use ([www.Rapid Cash.com/terms-of-website-use](https://www.syndicateroom.com/terms-of-website-use)) and our Privacy Statement ([www.Rapid Cash.com/privacy-statement](https://www.syndicateroom.com/privacy-statement)). Use of our Platform is conditional upon your acceptance of these terms. If you do not agree to these terms you should immediately discontinue use of our Platform.

This Agreement will become legally binding once you have successfully undertaken the registration process and we have received satisfactory Know your customer (KYC) Verification Information.

**Relationship between us**

**1.** This Agreement is a binding contract between you, us and the Nominee (if relevant), and it sets out your and our rights and obligations with respect to your membership of Rapid Cash and use of the Platform. In executing this Agreement, you are indicating that you agree to adhere to, and be bound by, all of its terms.

**2.** In addition to this Agreement, you may enter into several other agreements with us and, if inconsistent, the terms of any agreement to which you agree after this Agreement will prevail over the terms of this Agreement.

**3.** Upon executing this Agreement, you will become a Member of Rapid Cash. In the event that you make an investment in Wrap Coin through the Platform, you will also become a client of RC. RC will advise you of the type of client you are for regulatory purposes. An individual will, unless we notify you otherwise, be treated as a “retail” client for the purposes of the FCA (Financial Conduct Authority) Rules. You may provide self-certification in relation to registering as a Member. You must answer any questions entirely on your own and without the assistance of another individual. This means that the declarations set forward in the self-certification are truthful and genuinely apply to you. If you wish to change your client classification you should notify Rapid Cash.

**4.** RC does not provide you with any advice (investment advice, legal, taxation or any other advice) in relation to the transactions conducted through the Platform. Each Investor (meaning any Member wishing to invest in Wrap Coin an Investment) confirms to each Relevant Person (**Relevant Person**  Directors, employees, consultants, agents or advisors) that, for the purposes of entering into any investment contemplated by these terms, he or she enters into any investment entirely on the basis of their own assessment of the risks and effect thereof.

**5.** If you become a Member you will have the opportunity to invest in Organization Digital Asset or all of the investments available on the Platform. There may be additional terms relating to the specific investment and, where notified by us and approved by you, investments may be held through an arrangement.

**6.** We are required to establish your identity before you are able to use the Platform. We will use third-party organisations to assist with this process at the point when you register on our Platform. By registering on our Platform you consent to us and our partner organisations using your personal information for the purposes of carrying out searches on you to establish your identity, and your suitability to carry out Investment. We will keep records of any information obtained.

**7.** If we are unable to establish your identity using these third-party methods, you must provide sufficient documentation about yourself to enable us and other relevant parties to ascertain and verify your identity. This may include providing certified copies of identification documents such as your passport, driving license and recent utility bills, and providing personal information such as your address, residency and date of birth. The information required may change from time to time and should that prove to be the case we will notify you that additional documentation is required. Until you provide that additional documentation you will be unable to proceed to use our Platform.

**8.** You authorize us to use any of your personal information which is relevant to our provision of services to you for all reasonable purposes in relation to your use of the Platform. We may retain and continue to process your personal information after the termination of this Agreement or any other agreement between you and us. Your personal information may be transferred or disclosed to and/or by third parties where necessary. This enables us to provide services to you and to discharge our obligations to third parties, including, government agencies and regulators.

**9.** With your consent, your personal information may be used by us in order to provide you with information and marketing materials in relation to our other products and services. By entering into this Agreement you confirm your wish for your personal information to be processed for these additional purposes. If you do not wish to receive marketing information please advise us in writing.

**10.** In relation to investments made using the Platform, additional terms may apply to your investment, as incorporated into this Agreement. Please ensure that you review all terms applicable to the type of investment that you are undertaking.

**11.** We have a conflicts of interest policy which sets out the types of actual or potential conflicts of interest which may arise given the nature of our business and provides details of how these are managed. Further details and updates of this policy can be provided on request.

**Miscellaneous**

**12.** *Termination*. An Investor may terminate and close their account with RC at a 30 days’ time by giving at least 7 (seven) days' written notice to RC. RC may in its sole discretion, at any time, immediately terminate an Investor’s account by written notice to the Investor. The Investor accepts and acknowledges that RC will be entitled to retain such information about the Investor and any Investments, as necessary, in order to comply with their obligations to the relevant regulatory bodies.

**13.** *Amendment*. These Terms and Conditions may be varied by us from time to time. If these Terms and Conditions are varied we will notify you by posting the revised terms on the Platform and contacting you via email to inform you of the revised terms. In the event that additional terms or annexes are appended to the terms in relation to specific investment types we will post these additional terms on the Platform, but will not contact you via email to inform you.

**14.** *Entire Agreement*. These Terms and Conditions, together with the Terms of Website Use and the Privacy Statement constitute the entire agreement between us, and you acknowledge that you have not relied upon any representations, statements or pre-contractual statements that are not expressly set out in these terms.

**15.** *Third-Party Rights*. Subject to the following sentence, this Agreement does not confer any rights on any person or party (other than the parties to this agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999. With the prior written consent of RC given in its sole discretion, any Relevant Person, any Company and/or any of such Company's directors, employees, consultants, agents or advisers, shall be entitled to enforce all of the rights and benefits under this agreement at all times as if party to this agreement.

**16.** *Communications and Notices*. Any notice given by any party under or in connection with these terms shall be in writing, and shall be sent by the relevant party for the attention of the contact and to the address as notified by the party, from time to time. It shall be delivered by email, or sent by pre-paid first-class post or recorded delivery, and shall be deemed received as set out below. Delivery of a notice is deemed to have taken effect provided that all other requirements in this clause have been satisfied, if delivered by email, upon sending; or if sent by pre-paid first class post, recorded delivery or special delivery to an address in the UK, at 9:00am on the second business day after posting. If deemed receipt under this Clause 16 would occur outside business hours (meaning outside 9:00am to 5:30pm Monday to Friday on a day that is not a public holiday in England and a day when the banks in the city of London are open for business) then receipt is deemed to take place at 9:00am on the day when business next starts in England. To prove service it is sufficient to prove that if delivered by email the email was sent to the correct address (being [contactus@RapidCash.com](mailto:contactus@RapidCash.com) or the email address associated with your account), and if delivered by post, the envelope containing the notice or other communication was properly addressed, paid for and posted.

**17.** *Further Assurance*. You shall from time to time (both during the continuance of these terms and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of these terms.

**18.** *Costs*. Your and our costs and expenses (including any professional, legal and accountancy expenses) of the preparation, negotiation and execution of any Investment and/or any associated documentation shall be borne by you and us respectively.

**19.** *Survival*. All disclaimers, indemnities and exclusions in these terms shall survive termination of these terms for any reason, as shall any other provisions of these terms that by their nature are intended to survive such termination.

**20.** *Complaints*. Should you have any complaints in relation to your use of the Platform, please notify us by email at contact us @Rapid Cash.com. We will aim to acknowledge your complaint promptly, investigate the circumstances and report the results to you. If your complaint is unresolved 8 (eight) weeks from the date you first made the complaint, you may refer it directly to ……………….

**21.** *Time of Essence*. Time shall be of the essence in relation to all matters arising under or pursuant to these terms.

**22.** *No Waiver*. No failure or delay by you or us in exercising any of our rights under these terms shall be deemed to be a waiver of that right, and no waiver by you or us of a breach of any provision of these terms shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

**23.** *Severability*. If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable, in whole or in part, these Terms and Conditions shall continue to be valid as to its other provisions and the remainder of the affected provision.

**24.** *No Partnership*. These Terms and Conditions shall not be construed so as to create a partnership or joint venture between you and us. Nothing in these Terms and Conditions shall be construed so as to constitute you and us as agents of one another.

**25.** *Assignment*. These Terms and Conditions shall be binding on and inure to the benefit of each party and their respective successors and assigns. Any party shall not assign or sub-contract any of its rights or obligations under these terms (in whole or in part) without the prior written consent of RC. RC shall be entitled to assign or sub-contract any of its rights or obligations under these Terms and Conditions in whole or in part.

**26.** *Force Majeure*. Rapid Cash shall not be in breach of these Terms and Conditions if there is, and shall not be liable or have responsibility of any kind for any loss or damage incurred by you as a result of, any total or partial failure, interruption or delay in performance of our duties and obligations occasioned by any act of God, fire, act of government, state, governmental or supranational body or regulatory authority or war, civil commotion, terrorism, failure of any internet or computer system, interruptions of power supplies, labour disputes of whatever nature or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control.

**27.** *Governing Law and Jurisdiction*. These Terms and Conditions (and any dispute or claim relating to it or its subject matter (including non-contractual claims) is governed by and is to be construed in accordance with English law. The parties irrevocably agree that the courts of Nigeria jurisdiction to settle any claim, dispute or issue (including non-contractual claims) which may arise out of or in connection with this agreement.

**28.** RC:- With effect from the Commencement Date of an Investor into Wrap Coin, Rapid Cash will provide the Services to the Investor on the terms and conditions set out in these Conditions.

**29.** *Maturity of Investment:*All financial investment options offered on the platform/website have a maturity date, which each client agrees to before purchasing wrap coin. The amount of wrap coin purchased will be credited to Investors wallet within 30mins. Investors wrap coin where at maturity date the principal and interest earned are opened for withdrawal in the investor’s wallet after which the customer can transfer to their bank accounts upon verification that the bank account details belong to the customer. All bank charges applied during the transfer of funds to accounts are fully borne by the investors.

**30.** *Withdrawals:* All investment withdrawals will be processed to investor’s bank account given or registered on Rapid Cash platform on investors request within a minimum of 24hrs and maximum of 48hrs if there is any delay.

**31.** C*onfirmation of Investments*: All client investment orders accepted on Rapid Cash are backed-up by a confirmation message, while investment orders rejected receive a rejection message. However, confirmation or rejection messages may be delayed due to computer system issues. Therefore, the client is to monitor each investment order until Rapid Cash confirms the status of each transaction. Customer agrees to notify Rapid Cash immediately by telephone or electronically through the Rapid Cash investment LTD website if:

1. Customer fails to receive an accurate information on investment orders executed;
2. Customer receives a confirmation for an investment order that the Customer did not place; or
3. Customer receives an account statement, confirmation or other information reflecting inaccurate orders, balances, positions, or transaction history. Customer acknowledges that Rapid Cash may adjust Customer’s account to correct any error. Customer agrees to promptly return to Rapid any assets erroneously distributed to Investors.

**32.** *Order Cancellation/ Modification:* Investor acknowledges that it may not be possible to cancel/ modify an order and that the Customer is responsible for executions notwithstanding a cancel/modify request.

**33.** *Package Availability*: We provide various investment packages on the Platform which are obtainable to individuals who create an account and provide the necessary registration requirements. After which an array of investment products are available to the investor. We are constantly improving our services on the Platform and therefore reserve the right to modify or change our Platform or any of our offerings, temporarily or permanently with or without prior notice to you.

**34**. *Legal Age:* You must be at least 18 years of age to become a user of the Platform. You represent and warrant that you are 18 years of age or older and are fully able and competent to enter into, and abide by, the contract created by these Terms of Use.

**35**. *Accounts:* To gain access to the services we offer on Rapid Cash, each client is required to sign-up on the Platform through the Rapid Cash website rapidcash.com, which would require the provision of certain personally identifiable information, including but not limited to your name, your phone number, your address, your email address, and picture. You will select your own password at the time of registration, and you agree that:

1. You are eighteen years of age and otherwise comply with applicable law;
2. You will not use a username (or e-mail address) that is already being used by someone else, or that infringes the intellectual property or other right of any person or entity, or is offensive;
3. You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process;
4. You are solely responsible for all activities that occur under your Account, password, and username;
5. You are solely responsible for maintaining the confidentiality of your password and for restricting access to your mobile device so that others may not access any password protected portion of Platform using your name, username, or password;
6. You will immediately notify us of any unauthorized use of your Account, password, or username, or any other breach of security; and
7. You will not sell, transfer, or assign your account or any Account rights.

OPTING TO CREATE AN ACCOUNT ON THE PLATFORM, SATISFIES THAT YOU HAVE ACCEPTED ALL OUR TERMS AND CONDITIONS.

If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms or any applicable law, then we may suspend or terminate your account without recourse to you. You agree that you will make available upon request, up to date identification and any other additional information, in order to keep it true, accurate and current. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, with or without notice to you and without liability

**36.** *Means of Access:*  Website is generally intended to be viewed by a conventional web browser. The Platform can also be viewed on a device with an Android or Operating System. Although you may use other means to access the Platform, be aware that the Platform may not appear accurately through other access methods. You also agree that you use the devices or access the Platform only at your own risk.

**37**. *Account Security:* You are responsible for ensuring the safety of your Account. We will take reasonable steps consistent with our legal duties to protect your Company Account and secure it, however we are not liable for security breaches that may occur where we have complied with those obligations.

**38.** *Site Availability:* While we have put resources into building and testing our website, glitches, slowdowns, and crashes may occur. We will also need to restrict access to some parts of our website to perform routine maintenance. We will try to schedule our maintenance during the middle of the night. While it is our intention that our website will be available seven days a week except when maintenance is scheduled (usually for weekends or any other day in the case of an emergency), you understand that we guarantee that you be able to access the Platform. (Not always as the case may be).

**39.** *Client Protection Clause:* Rapid Cash undertakes, to the extent required under law, to protect the privacy of all information provided by users of Rapid Cash Investment LTD except in instances of disclosure to law enforcement agencies and or statutory agencies to assist in the prevention or detection of fraud or other criminal activities.

**41.** *Fees and Payment*

**41.1** Rapid Cash Charges a fee 6% when purchasing a minimum of 10 Wrap Coin (WP) and a maximum of 200 WP.

**41.2** The fees to be charged by Rapid Cash and its Associates for the Services, and the contingent fees to be charged by Rapid Cash, are set out in other agreements.

**41.3** Rapid Cash shall charge the Investor contingent fees, if any, on disposal (or part disposal) of the Investment, if and as set out in any other agreements.

**41.4.** Rapid Cash shall charge a meintanice fee of 3% from investors when withdrawing fiat. This will be automatically deducted from investor’s returns at the end of 30 days

**42.** *Liability*

42.1 In the event of any failure, interruption or delay in the performance of Rapid Cash’s (or its Associates’) obligations resulting from acts, events or circumstances not reasonably within its control (including but not limited to a Force Majeure Event, war, riot, civil commotion, terrorism or threat thereof, acts or regulations of any governmental or supranational bodies or authorities and breakdown, failure or malfunction of any telecommunications or computer service or systems), neither Rapid Cash  nor its Associate(s) shall be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the Investor.

42.2. Rapid Cash shall not be liable for any defaults of any counterparty, agent, banker, nominee or other person or entity which holds money, investments or documents of title for any Investee Company, other than a party which is an Associate of Rapid Cash.

42.3 Subject to Condition 11.4, Rapid Cash shall have no liability to the Investor, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract.

42.4 Nothing in the Contract will operate to exclude or restrict Rapid Cash liability for death or personal injury caused by its negligence, or the negligence of its employees, or subcontractors or its fraud, wilful default or fraudulent misrepresentation, or any liability which cannot be limited or excluded under the FCA Rules.

42.5  The Investor undertakes that they themselves have considered the suitability of the investment in each of the packages carefully and have noted the risk warnings set out on the Platform. Rapid Cash shall not be responsible or liable to the Investor for the economic performance of the Investments.

42.6. Rapid Cash shall have no liability to any Investor in respect of any Loss which arises from an Investment.

Investing in online businesses involves risks, including illiquidity, lack of dividends, loss of investment and dilution, and it should be done only as part of a diversification. Rapid Cash is targeted exclusively at sophisticated investors who understand these risks and make their own investment decisions. Tax relief depends on an individual’s circumstances and may change in the future. In addition, the availability of tax relief depends on the company invested in maintaining its qualifying status.

**43.** No Recommendations or Investment Advice:  You are solely responsible for evaluating the merits and risks associated with the use of any Content provided through the Service before making any decisions based on such Content. You agree not to hold the Company or any Third-Party Provider liable for any possible claim for damages arising from any decision you make based on the Content or other information made available to you through the Service or any Third-Party Provider. Past performance data should not be construed as indicative of future results.

**44.** *Contact:* If you require help or have questions or complaint about Rapid Cash, please call our customer care Centre on or email complaints@Rapidcash.com

**45.** *Your Warranties:*

You represent and warrant to Rapid Cash Investment LTD that:

(a) all information, including, without limitation, Client Information, that you provide to us is accurate and truthful,

(b) you have the authority to share Client Information with us and to grant us the right to use Client Information as provided in these Terms of Use and Privacy Policy,

(c) your acceptance and use of the Site pursuant to these Terms of Use does not violate any applicable law or other contract or obligation to which you are a party or are otherwise bound, and

(d) the Materials do not infringe the intellectual property rights, including any copyrights, trademarks, trade secrets, right of privacy, or right of publicity, of any person.

**46.** *Disclaimer of Warranties*

THE COMPANY MAKES NO WARRANTIES. THE COMPANY RESERVES THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE PLATFORM AND THEIR RESPECTIVE CONTENT OR ANY FEATURE OR PART THEREOF AT ANY TIME.

LIMITATION OF LIABILITY

COMPANY AND THIRD PARTY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY OR ANY THIRD PARTY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OF OR THE INABILITY TO USE THE CONTENT OR THE SERVICE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (3) ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS OR DATA DUE TO YOUR CONDUCT, INACTION OR NEGLIGENCE; OR (4) ANY OTHER MATTER RELATING TO THE CONTENT OR THE SERVICE. COMPANY WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, investment LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF PLATFORM AND THIRD-PARTY CONTENT, INCONVENIENCE OR DELAY). THIS IS TRUE EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. COMPANY WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH SUCH WE DO NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.

**47.** Rapid Cash shall act in good faith and perform the Services with reasonable care and skill in accordance with generally recognized commercial practices and standards in the industry for similar services, and observe and comply with all applicable laws and regulations. Rapid Cash shall devote such time and attention and have all necessary competent personnel and equipment as may be required to enable them to provide the Services properly, efficiently and in compliance with Rules.