

**RE: DISCLAIMER:**

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This content is for general information only, not legal or financial advice. NEO BANKERS LLC disclaims all liability for actions based hereon. It's not legal advice. Seek professional counsel before acting.

The Refund Policy has been set forth to reduce the financial and legal risks of the Neo Bankers Service (hereinafter referred to as the Service), to comply with the principles of the Anti-Money Laundering and Counter-Terrorism Financing Policies (hereinafter referred to as the AML Policy).

This Policy is an integral part of the User Agreement. By registering at <https://neobankers.io>, an individual who acts on their own behalf and self-interest (hereinafter referred to as the User) thereby confirms that they have read this Policy, understand and accept its terms and conditions.

1. Introduction

- 1.1. This Refund Policy (hereinafter referred to as the "Policy") has been established to reduce the financial and legal risks of the Neo Bankers Service (hereinafter referred to as the "Service"), and to comply with the principles of the Anti-Money Laundering and Counter-Terrorism Financing Policies (hereinafter referred to as the "AML Policy").
- 1.2. This Policy is an integral part of the User Agreement, in accordance with Article 384 § 1 of the Polish Civil Code.
- 1.3. By registering at <https://neobankers.io>, an individual who acts on their own behalf and self-interest (hereinafter referred to as the "User") confirms that they have read this Policy, understand and accept its terms and conditions, in compliance with Article 6(1)(a) of the General Data Protection Regulation (GDPR).

2. Compliance with AML/CTF Regulations

- 2.1. The Service reserves the right to unilaterally block access to the personal account, suspend operations with Electronic Units on the User's account, cancel an application for deposit/withdrawal of funds or initiate a refund if the Service discovers that the source of the User's funds or their activity contradict the AML Policy. This is in accordance with:
 - 2.1.1. The Polish Act of 1 March 2018 on Counteracting Money Laundering and Terrorist Financing;
 - 2.1.2. Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing;
 - 2.1.3. Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on information accompanying transfers of funds.

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3. Refund Initiation

- 3.1. The Service has the right, for certain valid reasons and if necessary, to initiate a refund of funds received through any payment system, including credit/debit cards. In this case, the refund will be made to electronic wallets and bank details the User provided when depositing funds, in compliance with Article 7 of Directive (EU) 2015/2366 on payment services in the internal market.
- 3.2. In the event the Service interprets the User's activity as inappropriate or contrary to the usual purpose of using the Service with the presence of a direct or indirect, illegal or bad faith intention, the Service has the right to act within the framework of this document without informing the User in advance, as permitted under Article 6(1)(f) of the GDPR [2] for the legitimate interests of the Service.

4. Chargeback Policy

- 4.1. When performing transactions with Electronic Units at <https://neobankers.io> with a bank card, the User shall not charge the effected payment back with their bank or their credit/debit card provider neither during nor after having used the Service. This is in accordance with the general principles of contract law as outlined in the Polish Civil Code.
- 4.2. If the Service receives a chargeback notification for a transaction, the Service reserves the right to:
 - 4.2.1. Block access to the personal account;
 - 4.2.2. Freeze any User's operations with Electronic Units at <https://neobankers.io>;
 - 4.2.3. Initiate a refund to electronic wallets and bank details the User provided when depositing funds, subject to the User's payment for all services and commissions.

These actions are taken in compliance with Article 71 of Directive (EU) 2015/2366.

5. Electronic Payment System Violations

- 5.1. In case the User has violated the terms and conditions of the User Agreement or any other agreement with the Electronic Payment System, the Service can also block access to the personal account and freeze any User's operations with Electronic Units at <https://neobankers.io> at the initiative of the Electronic Payment System, which processes transactions at <https://neobankers.io>. This is in accordance with the general principles of contract law as outlined in the Polish Civil Code.



LEGAL POLICY

REFUND POLICY

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6. Security Measures

- 6.1. The Service will take all necessary measures to prevent and block all unauthorized transactions with Electronic Units using the User's profile and personal account, in compliance with Article 32 of the GDPR regarding the security of processing.
- 6.2. The Service is not liable for transactions with Electronic Units performed using the profile and the personal account of the User if such profile/personal account was accessed using the User's login/password. This limitation of liability is in accordance with Article 473 § 2 of the Polish Civil Code.

7. Final Provisions

- 7.1. This Policy may be amended from time to time to reflect changes in legal requirements or the Service's practices. Users will be notified of any significant changes.
- 7.2. In case of any discrepancies between this Policy and applicable law, the provisions of applicable law shall prevail.

Revision date: August 12th, 2024.

We appreciate your time.
Respectfully, sincerely yours,

The NeoBankers team