

NEOMAAA

Complaint Handling Policy

The Anjouan Offshore Finance Authority of the Union of Comoros with an Investment Dealer license 15968, having its registered office at Hamchako, Mutsamudu, Autonomous Island of Anjouan, Union of Comoros.

Neomaaa.com | Support@neomaaa.com



Complaint Handling Policy

Version v.1.0 — 1 March 2026

Neomaaa Ltd

Registered as International Business Company No. 15968

Licensed under International Brokerage License Number L15968/N

Licensed and authorized by the Anjouan Offshore Finance Authority (AOFA), Union of Comoros
Hamchako, Mutsamudu, The Autonomous Island of Anjouan, Union of Comoros

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1. Introduction

This document sets out the procedure Neomaaa Ltd (trading as NEOMAAA, the "Company") follows when handling complaints from Clients regarding any services provided by the Company.

The Company has appointed a Compliance Officer to efficiently handle complaints. This allows the Company to resolve issues promptly and implement corrective measures to prevent recurrence.

The Company is committed to treating all complaints fairly, consistently, and promptly in accordance with its regulatory obligations under the Anjouan Offshore Finance Authority (AOFA), Union of Comoros.

2. Definition of Complaint

The Company classifies a complaint as any expression of dissatisfaction, whether written or oral, by a Client or prospective Client regarding the Company's products, services, personnel, or handling of a matter, where the complainant expects or requests a response or resolution.

The following are not classified as complaints under this procedure:

- General inquiries about the Company's services, products, or account status;
- Requests for information or technical support;
- Expressions of dissatisfaction with market conditions, trading outcomes, or investment performance;
- Disputes arising from the Client's failure to read or comply with the Client Agreement, Terms & Conditions, or other applicable policies.

3. How to Submit a Complaint

A Client may submit a complaint through any of the following channels:

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3.1. Email: Send a detailed complaint to complaints@neomaaa.com

3.2. Written Letter: Send a written complaint to the Company's registered address: Hamchako, Mutsamudu, The Autonomous Island of Anjouan, Union of Comoros

3.3. Online Form: Complete the complaint form available on the Company's website.

When submitting a complaint, the Client should include the following information:

- Full name and account number;
- Contact details (email address and phone number);
- A clear description of the complaint;
- The date(s) on which the event(s) giving rise to the complaint occurred;
- Any relevant supporting documentation (screenshots, transaction records, correspondence);
- The desired resolution or outcome.

4. Complaint Handling Procedure

4.1. Receipt and Acknowledgment

All complaints are forwarded to the Compliance Officer upon receipt. If the complaint involves the Compliance Officer directly, it shall be handled by the Managing Director.

Within two (2) business days of receiving the complaint, the Company will send a written acknowledgment to the complainant, which shall include:

- A unique Complaint Reference Number;
- The name and title of the person handling the complaint;
- A summary of the Company's complaint handling procedure;
- Expected timeline for resolution.

4.2. Investigation

The Compliance Officer will gather and investigate all relevant evidence, information, and records relating to the complaint. This may include reviewing trading logs, platform records, server data, communication records, and any other material the Company deems relevant.

The Company's internal records, including server logs, execution data, and platform records, shall constitute primary evidence in the investigation of any complaint.

4.3. Initial Response

The Company will provide an initial response within ten (10) business days of receiving the complaint. The initial response will outline the Company's preliminary findings and, where possible, a proposed resolution.

If the Company requires additional time, it will inform the complainant of the reasons for the delay and provide an estimated completion date.

4.4. Final Response

The Company will issue a final written response no later than one (1) month from the date the complaint was received. The final response will include:

- A summary of the complaint;
- The results of the investigation;
- The Company's decision and reasoning;
- Any offer of redress, if applicable;
- Information on the Client's right to escalate the complaint.

If the Company is unable to resolve the complaint within one (1) month, the Compliance Officer will notify the complainant in writing, stating the reasons for the delay and providing a revised timeline.

4.5. Complainant Response

The complainant has one (1) week from the date of the final response to indicate whether they accept or reject the Company's decision. If no response is received within this period, the complaint shall be deemed resolved and the matter closed.

5. Escalation

If the complainant is not satisfied with the Company's final response, the complainant may escalate the complaint as follows:

5.1. Regulatory Authority: The complainant may refer the complaint to the Anjouan Offshore Finance Authority (AOFA), Union of Comoros within one (1) month of the date of the Company's final response.

5.2. Binding Arbitration: In accordance with the Client Agreement, unresolved disputes shall be referred to binding arbitration under the laws of the Union of Comoros. Arbitration shall be conducted on an individual basis.

The Client acknowledges that the Company's internal complaints procedure must be exhausted before any complaint may be escalated to the regulatory authority or referred to arbitration.

6. Limitations on Complaints

The Company will not consider complaints in the following circumstances:

- The complaint is submitted more than one (1) year after the event giving rise to the complaint;
- The complaint relates to general market conditions, trading outcomes, or investment losses that are inherent risks of trading;
- The complaint relates to actions taken by the Company in accordance with its Client Agreement, Terms & Conditions, AML Policy, or other published policies;
- The complaint relates to actions taken by the Company under its risk management, anti-fraud, or anti-abuse procedures;
- The complaint has already been resolved or is the subject of ongoing legal or arbitration proceedings;
- The complainant fails to provide sufficient information or documentation to enable investigation.

7. Company's Discretion

The Company's determination on any complaint shall be final, subject only to the complainant's right to escalate in accordance with Section 5.

The Company reserves the right to reject any complaint that it considers to be frivolous, vexatious, abusive, or submitted in bad faith.

The filing of a complaint does not suspend, modify, or affect the Company's rights under the Client Agreement, Terms & Conditions, or any other applicable policy, including the Company's right to freeze accounts, suspend withdrawals, cancel trades, or terminate accounts.

8. Complaints Register and Reporting

The Company maintains a complaints register recording all complaints received, actions taken, and outcomes. The register is maintained for a minimum of five (5) years.

The Company provides complaint data to the Anjouan Offshore Finance Authority (AOFA), Union of Comoros on a regular basis as required by regulatory obligations.

Complaint data is analyzed on an ongoing basis to identify recurring issues, systemic problems, and potential operational or legal risks. The Company takes corrective action where appropriate.

9. Complaint Validity Requirements

A complaint shall only be considered valid and eligible for investigation if it:

- Is submitted through one of the official channels specified in Section 3;
- Contains all required information: full name, account number, contact details, clear description, relevant dates, and supporting documentation;
- Relates to a specific service, transaction, or action by the Company;
- Is submitted within one (1) year of the event giving rise to the complaint.

The Company reserves the right to reject any complaint that does not include sufficient information, is not submitted in accordance with this procedure, or cannot be reasonably investigated due to lack of detail. The Company may request additional information before commencing an investigation.

10. Execution and Trading Complaints

The Company shall not be liable for, and shall not consider complaints relating to:

- Execution differences resulting from market volatility, liquidity conditions, slippage, gapping, or price movements;
- Latency, requotes, or execution delays inherent to electronic trading;
- Spread widening during periods of low liquidity, high volatility, or news events;
- Stop Loss or Take Profit orders executed at prices different from the requested level due to market conditions;
- Margin calls, stop-outs, or forced liquidation of positions in accordance with the Company's margin policy;
- Trading outcomes, investment losses, or unfavorable market movements.

The Company operates as an OTC derivatives broker and execution venue. Prices, liquidity, and execution are provided by the Company and may differ from external sources. The Company's execution records and server logs constitute primary evidence in any execution-related complaint.

11. Third-Party and Client-Side Issues

The Company shall not be liable for any losses, damages, or service disruptions caused by:

- Third-party software, including Expert Advisors (EAs), trading robots, indicators, or scripts;
- Client-side internet connectivity issues, hardware failures, or power outages;
- VPS (Virtual Private Server) providers or hosting services used by the Client;
- Third-party payment processor delays, failures, or errors;
- Mobile device limitations, operating system issues, or browser incompatibilities;
- Any factor outside the Company's direct control.

Complaints relating to third-party or client-side issues will not be investigated and will be deemed outside the scope of this procedure.

12. Limitation of Liability

The Company's liability in connection with any complaint, if any, shall be strictly limited to the direct financial loss proven by the Client and actually caused by the Company's error or omission.

The Company shall not be liable for:

- Indirect, consequential, incidental, special, or punitive damages;
- Loss of profits, loss of opportunity, or loss of anticipated savings;
- Damages arising from market movements, trading decisions, or investment outcomes;
- Damages exceeding the total amount of commissions and fees paid by the Client to the Company in the twelve (12) months preceding the complaint.

Any compensation offered by the Company in resolution of a complaint shall be at the Company's sole discretion and shall not constitute an admission of liability or set a precedent for future complaints.

13. Abuse of Complaint Process

The Company reserves the right to reject, suspend, or terminate the processing of complaints that are:

- Submitted in bad faith or with the intent to manipulate the complaint process;
- Frivolous, vexatious, or without reasonable basis;
- Containing abusive, threatening, or offensive language directed at Company staff;
- Repetitive complaints on the same issue where a final response has already been issued;
- Submitted as part of a coordinated campaign by multiple persons or on behalf of third parties.

Where the Company identifies abuse of the complaint process, it may restrict the Client's ability to submit further complaints, suspend the Client's account, or terminate the business relationship.

14. Server Data as Final Authority

The Company's server logs, execution records, platform data, pricing feeds, margin calculations, equity snapshots, and all account-related parameters recorded on the Company's systems shall be the sole and final authority in determining the facts of any complaint or dispute.

Client-side data, including but not limited to screenshots, platform display captures, terminal logs, third-party charting data, or records from any external source, shall be considered as supplementary evidence alongside, contradict, or take precedence over the Company's server records.

Where there is any discrepancy between the Company's server records and any other source of data, the Company's server records shall prevail and shall constitute conclusive and binding evidence.

15. OTC Execution and Pricing

The Company operates as an OTC derivatives broker and execution venue, acting as principal and counterparty to all Client transactions. The Company's prices are derived from external liquidity providers, market data feeds, proprietary pricing engines, and liquidity aggregation systems.

The Company's prices are internal and are not required to match, reflect, or track any external market, exchange, interbank rate, or third-party pricing source. Complaints based on price comparisons with external sources, including but not limited to TradingView, Bloomberg, Reuters, or other brokers, shall not be considered valid grounds for a complaint.

16. Retroactive Error Correction

The Company reserves the right to void, adjust, correct, reverse, or cancel any trade, balance, credit, bonus, or transaction at any time, including retroactively, where the Company determines that the result was affected by:

- Pricing errors, off-market quotes, or incorrect price feed data;
- System errors, platform malfunctions, or technical anomalies;
- Latency exploitation, arbitrage abuse, or execution infrastructure exploitation;
- Any irregularity identified through post-trade review or risk management analysis.

Retroactive corrections may be applied without prior notice and without time limitation. The Client waives any claim arising from such corrections.

17. Coordinated Complaint Campaigns

The Company reserves the right to identify, investigate, and reject complaints that are part of a coordinated campaign, including but not limited to:

- Multiple complaints submitted by different persons using substantially identical language or templates;
- Complaints coordinated through social media, messaging platforms, forums, or third-party organizers;
- Complaints submitted with the intent to cause reputational damage, extort the Company, or manipulate the complaint process;
- Complaints submitted on behalf of third parties or by persons who are not Clients of the Company.

Where the Company identifies a coordinated campaign, it may reject all related complaints, suspend or terminate the accounts of participating Clients, and take legal action to protect its interests.

18. Burden of Proof

The burden of proof in any complaint lies initially with the Client, and the Company shall review all submitted evidence in good faith. All Company decisions relating to trade adjustments, profit cancellations, bonus voiding, account restrictions, or Vault Yield Credit suspension shall include a reference to the specific clause of the applicable legal document (Client Agreement, Trading Restrictions, Bonus Terms, or Vault Terms) that forms the basis for the action, together with a factual description of the conduct that triggered the action. The Client shall have the right to request additional detail within thirty (30) calendar days of receiving the notice, and the Company shall respond within fourteen (14) business days. Good faith. The Client must demonstrate, with clear and documented evidence, that the Company made a specific error or omission that directly caused a quantifiable financial loss.

The Company is under no obligation to prove that it acted correctly; the Company's internal records serve as primary reference, and the Company's actions, decisions, and records are accurate and valid unless the Client provides primary evidence to the contrary.

Unsubstantiated claims, assumptions, allegations without evidence, or complaints based solely on unfavorable trading outcomes shall not be considered valid.

19. Governing Law

This Complaint Handling Procedure and all complaints submitted under it are governed by the laws of the Union of Comoros. Any dispute arising from this procedure is subject to the exclusive jurisdiction of the courts of the Union of Comoros.

20. Contact

Compliance Officer

Email: complaints@neomaaa.com

General inquiries: support@neomaaa.com

Address: Hamchako, Mutsamudu, The Autonomous Island of Anjouan, Union of Comoros

Neomaaa Ltd

Trading as NEOMAAA

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Contact Information

Company: Neomaaa Ltd

Email: support@neomaaa.com

Compliance: compliance@neomaaa.com

Website: neomaaa.com

Address: Hamchako, Mutsamudu, The Autonomous Island of Anjouan, Union of Comoros

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International Brokerage License Number L15968/N

Acknowledgement

By using the Company's services, the Client acknowledges having read, understood and accepted the Complaint Handling Policy.

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