

NEOMAAA

# Deposit and Refund 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



# Deposit and Refund 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

Neomaaa Ltd (trading as NEOMAAA, the "Company") is licensed and authorized by the Anjouan Offshore Finance Authority (AOFA), Union of Comoros. The Company's registered office is at Hamchako, Mutsamudu, The Autonomous Island of Anjouan, Union of Comoros.

This Deposit and Refund Policy. For the avoidance of doubt, balance allocated to the Neomaaa Vault Yield System is not a deposit and is not covered by this Deposit and Refund Policy. Vault transfers, Vault balance, and Vault Yield Credit are governed exclusively by the Vault Yield Terms and Conditions (Document 18). Deposit and Refund Policy sets out the terms and conditions governing deposits, withdrawals, and refunds. The Client must read, understand, and accept these conditions before funding their account.

The Company reserves the right to amend this policy at any time. The most current version shall be published on the Company's website. Continued use of the Company's services constitutes acceptance of any amendments.

## 2. Deposit Procedures

### 2.1. Accepted Payment Methods

The Company accepts deposits through the following methods (subject to availability and the Company's discretion):

- Bank wire transfer;
- Credit and debit cards (Visa, Mastercard);
- E-wallets (Skrill, Neteller, and other approved providers);
- Cryptocurrency (Bitcoin, Ethereum, USDT, and other approved digital assets);
- Other payment methods as approved by the Company from time to time.

The Company reserves the right to add, remove, or modify available payment methods at any time without prior notice.

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## 2.2. Third-Party Deposits Prohibited

Third-party deposits are strictly prohibited. All deposits must originate from accounts, cards, or wallets registered in the Client's own name as registered with the Company.

The Company reserves the right to require proof of ownership of the payment method at any time. Failure to provide satisfactory proof may result in the deposit being frozen, returned, or the account being suspended.

## 2.3. Card Deposits

2.3.1. The Company enforces a limit of three (3) cards per Client. Clients who need to replace card details beyond this limit must contact the Company's payment team.

2.3.2. Prepaid cards, virtual cards, and payment methods that do not allow refunds to be processed are not accepted unless explicitly approved by the Company.

2.3.3. The Company may request scanned copies of both sides of the card for fraud prevention. When providing card copies, the Client must cover (black out) all digits except the first 6 and last 4 on the front, and cover the CVV code on the back. The card back must be signed.

2.3.4. The Company will never request full card numbers, CVV codes, 3D Secure codes, or PIN codes. If the Client receives a suspicious request for sensitive information, they should contact [compliance@neomaaa.com](mailto:compliance@neomaaa.com) immediately.

## 2.4. Cryptocurrency Deposits

Cryptocurrency deposits are subject to additional verification requirements in accordance with the Company's AML Policy. The Company may require proof of wallet ownership, source of cryptocurrency acquisition, and blockchain transaction details.

Cryptocurrency deposits are credited after the required number of blockchain confirmations, which varies by cryptocurrency. The Company is not liable for delays caused by blockchain network congestion or issues.

## 2.5. Deposit Fees

The Company does not charge deposit fees for standard payment methods. However, intermediary banks, card issuers, e-wallet providers, or blockchain network fees may apply, which are beyond the Company's control and are the Client's responsibility.

## 2.6. Deposit Processing

The Company endeavors to credit deposits as quickly as possible. Processing times vary by payment method:

- Card and e-wallet deposits: typically instant to 1 business day;
- Bank wire transfers: typically 1--5 business days;
- Cryptocurrency: upon required blockchain confirmations.

The Company reserves the right to delay or refuse any deposit pending compliance, risk, or fraud review.

# 3. Deposit Finality

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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.

Deposits are generally non-reversible once credited to the Client's trading account, except where required by applicable law, regulatory obligations, or at the discretion of the Company in accordance with its internal compliance procedures.

By making a deposit, the Client confirms that:

- The deposit is authorized and made voluntarily;
- The Client is the legal owner of the funds and the payment method used;
- The Client will not seek to reverse, dispute, or charge back the deposit;
- The Client understands that deposited funds are committed to the trading account and subject to the terms of this Policy, the Client Agreement, and Terms & Conditions.

Deposited funds may be used as margin to support trading activity, including open and closed positions. Once funds are used as margin or exposed to market risk, they are no longer eligible for refund and are considered fully committed to trading activity.

By depositing funds, the Client acknowledges that funds are exposed to market risk immediately upon availability in the trading account, regardless of whether trades have been executed.

The Company reserves the right to retain deposited funds where required by AML compliance, fraud investigation, regulatory obligation, or risk management procedures.

## 4. Withdrawal Procedures

### 4.1. General Withdrawal Conditions

4.1.1. Withdrawal requests must be submitted through the Client's personal area on the Company's website or trading platform.

4.1.2. Withdrawals are processed to the same payment method used for the original deposit, up to the amount deposited via that method. Profits may be withdrawn via bank wire transfer or an alternative method approved by the Company.

4.1.3. The Client must have completed all KYC/AML verification requirements before any withdrawal can be processed.

4.1.4. The Company reserves the right to request additional documentation before processing any withdrawal.

### 4.2. Withdrawal Processing Times

Withdrawal requests are processed within the following target timeframes: Cent and Standard accounts: one to two (1-2) business days under normal operating conditions; Raw accounts: priority processing, target less than twenty-four (24) hours under normal operating conditions; Institutional accounts: priority processing via dedicated account team. These timeframes represent targets under normal operating conditions. Actual processing times depend on a commercially reasonable timeframe as determined by the Company at its sole discretion. Actual receipt of funds depends on the payment method, intermediary processing, and the Company's internal review procedures. Withdrawal processing timeframes may vary depending on internal risk review, liquidity management, operational requirements, and compliance obligations.

Withdrawal timing targets are not guaranteed. During periods of Force Majeure (as defined in the Terms of Use), payment system disruptions, heightened AML review requirements, or extraordinary withdrawal volume, the Company may extend processing timelines beyond published targets. The Company shall use reasonable efforts to process withdrawals as expeditiously as circumstances permit and shall publish any material delays on the Company's website or trading platform. Withdrawal timing targets are indicative and not guaranteed. All withdrawal requests are subject to

the Company's internal review, compliance checks, fraud verification, and risk management procedures. Delays in processing do not constitute a breach of this Policy.

### **4.3. Withdrawal Fees**

The Company may apply withdrawal fees depending on the payment method, withdrawal frequency, and account type. Current fees are published on the Company's website.

Intermediary bank fees, correspondent bank charges, and third-party processing fees are the Client's responsibility.

### **4.4. Right to Refuse or Delay Withdrawals**

The Company reserves the right to delay, suspend, or reject withdrawal requests where required by applicable law, AML obligations, fraud prevention, or internal risk management procedures. Such actions will be taken in accordance with applicable regulations and internal compliance protocols. Withdrawal processing may be subject to liquidity availability, operational constraints, and internal risk management procedures. Circumstances that may result in withdrawal delays or rejections include but are not limited to:

- Open positions or pending orders that require margin;
- Incomplete KYC/AML verification;
- Ongoing internal review, compliance check, or investigation;
- Suspected fraud, chargeback risk, or unauthorized transactions;
- Trading activity identified as abusive, manipulative, or in violation of the Client Agreement;
- Bonuses or promotional credits subject to trading volume requirements;
- Any other circumstance where the Company determines withdrawal processing to be contrary to its risk management policies.

The Company's determination regarding withdrawal processing will be made in accordance with applicable laws, internal compliance procedures, and regulatory obligations. The Company is not obligated to provide any explanation or justification for its decision to refuse, delay, or cancel a withdrawal request.

## 5. Refund Conditions

### 5.1. Refund Eligibility

Refund requests may be considered in accordance with applicable regulations and internal compliance procedures, provided the request is submitted within one (1) business day of the original deposit and no trading, conversion, or transfer transactions have been executed with the deposited funds.

4.1.1. After one (1) business day, the deposit is no longer eligible for a refund and will be treated as a standard withdrawal subject to the withdrawal procedures in Section 3.

4.1.2. Profits or losses resulting from trading activity are not subject to refund.

4.1.3. Bonuses, promotional credits, and cashback amounts are not refundable.

### 5.2. Refund Method

Refunds are processed to the same payment method used for the original deposit. The Company does not process refunds to alternative payment methods unless required by law or the original payment method is no longer available.

### 5.3. Refund Processing

Refund requests are reviewed within five (5) business days. The Company may require additional documentation before processing a refund, including card copies, proof of identity, and proof of address.

### 4.4. Third-Party Deposit Refunds

Where a deposit is identified as originating from a third party, the Company will return the funds to the originating account and may suspend the Client's account pending investigation. Fees and charges may be deducted from the refund amount.

## 6. Chargeback Protection

**IMPORTANT:** The Client agrees to contact the Company first to resolve any payment dispute prior to initiating a chargeback or dispute with their payment provider.

6.0A. Chargebacks initiated after trading activity has occurred may be treated as fraudulent activity and reported to relevant authorities and fraud prevention networks.

6.0. Initiating a chargeback, payment dispute, or reversal shall constitute a material breach of the Client Agreement and this Policy, and may result in immediate termination of services, adjustment of account balances, reversal of trading results, and withholding of funds, and legal action against the Client.

6.1. By depositing funds with the Company, the Client confirms that the deposit is authorized and agrees to contact the Company directly to resolve any payment concerns before initiating a dispute with their bank, card issuer, or payment provider. Initiating unjustified chargebacks may result in account suspension and legal recovery actions.

## **6.2. Where a chargeback or payment dispute is initiated against the Company, the Company reserves the right to:**

- Freeze the Client's account immediately;
- Suspend all withdrawals;
- Close all open positions;
- Cancel or reverse any trades executed with the disputed funds;
- Adjust account balances to reverse any profits derived from trading with the disputed funds;
- Deduct the chargeback amount, processing fees, investigation costs, and administration fees from the Client's account;
- Report the matter to relevant law enforcement authorities;
- Pursue legal action to recover losses;
- Permanently terminate the Client's account.

6.3. The Client shall indemnify the Company for all losses, costs, fees, and expenses arising from any chargeback or payment dispute, including but not limited to chargeback fees, legal fees, investigation costs, and consequential losses.

6.4. The Company's determination regarding chargeback matters will be made in accordance with applicable laws, internal compliance procedures, and the terms of this Policy.

## **7. Fraud Prevention**

The Company reserves the right to take immediate action where fraud or suspected fraud is detected, including:

- Freezing the Client's account and all associated accounts;
- Suspending all deposits and withdrawals;
- Voiding or reversing all trades;
- Adjusting account balances to reverse trading results and withhold funds pending investigation;
- Reporting to law enforcement and regulatory authorities;
- Sharing information with banks, PSPs, and fraud prevention networks.

Fraud includes but is not limited to: use of stolen payment methods, identity theft, document forgery, unauthorized transactions, and any attempt to deceive the Company for financial gain.

## **8. AML Compliance**

All deposits and withdrawals are subject to the Company's AML Policy. The Company may:

- Request source of funds documentation at any time;
- Delay or refuse transactions pending AML review;
- Freeze funds where the origin is suspected to be unlawful;
- Report suspicious transactions to the relevant Financial Intelligence Unit;
- Return funds to the originating account if AML requirements are not met.

If the origins of the Client's funds are contrary to the Company's AML Policy, the Company reserves the right to cancel any transfer, freeze all assets, and refund the original deposit less applicable fees.

## 9. Bonuses and Promotional Credits

Bonuses, promotional credits, and cashback amounts are subject to their own terms and conditions as published on the Company's website. The Company reserves the right to:

- Revoke or cancel bonuses at any time for any reason;
- Deduct bonus amounts from the Client's account where withdrawal conditions are not met;
- Void profits derived from trading with bonus funds where bonus terms are violated.

## 10. Currency Conversion

Where a deposit or withdrawal involves a currency different from the Client's account base currency, the Company will apply a currency conversion rate determined by the Company. The conversion rate may include a markup and may differ from rates available from other sources.

## 11. Limitation of Liability

The Company shall not be liable for:

- Delays caused by banks, payment processors, or blockchain networks;
- Losses arising from currency conversion;
- Losses arising from the Client's failure to provide accurate payment or personal information;
- Losses arising from unauthorized access to the Client's account due to the Client's failure to maintain account security;
- Any indirect, consequential, or incidental damages related to deposits, withdrawals, or refunds.

The Company's total liability under this Policy shall not exceed the amount of the specific deposit or withdrawal in question.

## 12. Disputes

Any dispute arising from this Deposit and Refund Policy shall be handled in accordance with the Company's Complaint Handling Procedure.

All disputes are governed by the laws of the Union of Comoros and subject to the exclusive jurisdiction of the courts of the Union of Comoros.

The Company's server records and transaction logs shall constitute primary evidence in any dispute regarding deposits, withdrawals, or refunds.

## 13. Amendments

The Company reserves the right to amend this Policy at any time. Additional conditions or requirements may apply due to regulatory changes, AML obligations, or risk management policies. All use of the Company's services is subject to the Client Agreement and Terms & Conditions as amended from time to time.

## 14. Trading Activity Review

The Company reserves the right to review and investigate trading activity for abusive strategies, including but not limited to latency abuse, arbitrage exploitation, platform manipulation, coordinated trading, or risk-free trading practices.

Where abusive trading activity is identified, the Company may delay or reject withdrawal requests, adjust account balances, reverse trading results, or suspend the account pending investigation. Such actions are taken in accordance with the Company's risk management framework and applicable compliance procedures.

## 15. Execution and Counterparty Framework

The Company provides execution and brokerage services for OTC derivative instruments, including Forex, CFDs, metals, indices, commodities, and cryptocurrencies.

The Company may act as execution venue for Client transactions and facilitates trade execution using its internal execution systems, liquidity aggregation, and pricing mechanisms.

Pricing may be derived from multiple liquidity sources, including external liquidity providers, market data feeds, and proprietary pricing systems.

The Company manages execution and liquidity in accordance with its internal risk management framework and applicable regulatory requirements.

Execution methodology, pricing sources, and liquidity allocation are determined based on internal protocols and may differ from prices available from other sources.

The Company manages its exposure and risk internally and may offset, hedge, or retain risk at its sole discretion as part of its internal risk management framework.

Prices provided by the Company are considered final once executed and recorded on the Company's trading servers.

## 16. Regulatory Compliance

The Company's deposit, withdrawal, and refund procedures are designed to comply with applicable laws and regulations, including AML/CTF requirements, sanctions obligations, and the regulatory framework of the Anjouan Offshore Finance Authority (AOFA), Union of Comoros.

Where any provision of this Policy conflicts with applicable law or regulatory requirements, the applicable law or regulatory requirement shall prevail.

# 17. Contact

Payment Team: [support@neomaaa.com](mailto:support@neomaaa.com)

Compliance: [compliance@neomaaa.com](mailto:compliance@neomaaa.com)

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

Neomaaa Ltd

Trading as NEOMAAA

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Contact Information

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Website: [neomaaa.com](http://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 Deposit and Refund Policy.

## **Neomaaa Ltd**

Trading as NEOMAAA

International Business Company No. 15968

Regulated by the Anjouan Offshore Finance Authority (AOFA), Union of Comoros

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## Contact Information

### **Company: Neomaaa Ltd**

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