

NeoBank Privacy Policy

Effective October 3, 2020

Welcome, and thank you for your interest in NeoBank! When you use our services, you're trusting us with your information. We understand this is a big responsibility and work hard to protect your information and put you in control.

The following Privacy and Cookie Policy ("Privacy Policy") outlines the types of personal information that NeoBank and/or its subsidiaries and/or its affiliates (collectively "NeoBank", "we" or "us") collect, including through NeoBank's websites (www.neobank.com, secure.neobank.com, and app.neobank.com), the NeoBank Help Center (help.neobank.com), and associated content, software, and mobile applications (collectively, the "Service"). It also explains why we collect your information and how we use it. This Privacy Policy also includes our Terms and Conditions which is located at <https://neobank.com/legal/NeoBank-Terms-and-Conditions.pdf>.

We may change this Privacy Policy from time to time so please check this page occasionally to ensure that you are happy with any changes. By using our Website or our Services, you are agreeing to be bound by this Privacy Policy and our [Terms and Conditions](#).

Privacy is important to NeoBank. We will never rent or sell your information to anyone. If you have any questions or if you believe that NeoBank has not adhered to this privacy policy, please send us a note at security@neobank.com.

Information We Collect and Why

In order to provide a high-quality service, NeoBank collects various types of information when you visit the website or mobile app, sign-up as a user, or otherwise engage with NeoBank.

NeoBank may ask for other personal information in order to provide additional services and products to you. Some of these services may require entering into additional agreements or contracts, as discussed below.

Visitor Information

We collect various types of anonymous information about visitors to NeoBank, such as device-related information (including browser type and IP address) and server log information (including the date and time of day of your visit, average time spent on the NeoBank site, browsing activity, and any site that referred you to NeoBank). We also collect information that you input into our website, e.g., by beginning the account application process. We use this information to better understand our visitors and our business, facilitate site navigation, provide the services or information you request, and enhance the NeoBank service.

User Information

When you choose to create an account with NeoBank, we will also collect certain personal information, including your full legal name, email address, avatars, permanent address, date of birth, passport number and information about financial status. We are required by law to collect this information to provide you with financial services. If you do not wish to provide this information, you cannot become a NeoBank user.

You can also choose to add a Google Authenticator account to be used for 2FA verification for improved security.

If you use G Suite to initiate a screen share with NeoBank's customer support team, you acknowledge and agree that Google may collect certain information about your location, as well as the timing and your use of its services, in accordance with its privacy policy (located at <https://policies.google.com/privacy?hl=en>).

Transaction Information

For all personal and business accounts, we collect transaction information including deposits, account balances, trade history, withdrawals, and activities. This transaction data is monitored for suspicious activities for user fraud protection, and legal case resolution.

Other Ways We Collect Information

Apart from through the account opening process and from visitors to the site, we may collect various other types of personal information if you or a friend engages with NeoBank. We collect your email address as part of our customer referral service or if you subscribe to the NeoBank blog. We may also collect personal information if you enter it into our live chat program or contact us or otherwise give it to us (e.g., in an email, phone call, or live chat with a member of our customer support team). Further, we may collect information regarding your browsing activity when you visit NeoBank's websites and actions you take within your NeoBank account while logged in to your NeoBank account.

Cookies and Pixels

Cookies are small pieces of data that are stored on your computer, mobile phone or any other device used to access the internet. Pixels are small code blocks on a website that allow for another server to measure viewing of a webpage and often are used in connection with cookies.

We use these technologies to customize NeoBank and improve your experience with the site. Cookies store anonymous information, such as whether you viewed the site from your mobile device. We may store some personal information in a cookie and/or pixel, such as the site that you visited immediately prior to visiting NeoBank and relevant financial information that allows us to enhance your user experience and for marketing purposes. Additionally, we may use a cookie and/or pixel that only stores anonymous information to track visitors across websites or devices to better customize our marketing and advertising campaigns.

Cookies, pixels, and similar technologies are not required for site functionality. You are not required to accept any cookies or pixels to use this site. However, refusing to accept cookies or pixels will make the use of NeoBank more cumbersome and less accessible.

Use of Analytics Services

We use third-party analytics tools, including "Google Analytics" (such tools collectively referred to as "Analytics Services") to collect information about the usage of this site. The Analytics Services collect information about how often users visit this site, what pages they visit when they do so, and what other sites they used prior to coming to this site, among other information. We use the information we get from these Analytics Services to improve this site.

These Analytics Services collect the IP address assigned to you on the date you visit this site, along with other anonymized information (e.g., browser type and type of device used to visit the site), but not your name or other personally identifiable information. The Analytics Services' ability to use and share information about your visits to this site is restricted by their terms of use and privacy policies. We do not combine the information collected through the use of Google Analytics with personally identifiable information.

You can prevent Google Analytics from recognizing you on return visits to this site by disabling cookies on your browser. You can opt-out of Google Analytics by installing the [Google Analytics Opt-out Browser Add-on](#).

Use of Intercom Services

We use third-party analytics services to help understand your usage of our services. In particular, we provide a limited amount of your information (such as your first name, email address and sign-up date) to Intercom, Inc.

("Intercom") and utilize Intercom to collect data for analytics purposes when you visit our website or use our product. Intercom analyzes your use of our website and/or product and tracks our relationship so that we can improve our service to you. We may also use Intercom as a medium for communications, either through email, or through messages within our product(s). As part of our service agreements, Intercom collects publicly available contact and social information related to you to enhance your user experience. For more information on the privacy practices of Intercom, please visit <https://www.intercom.com/terms-and-policies#privacy>. Intercom's services are governed by Intercom's terms of use which can be found at <https://www.intercom.com/terms-and-policies#terms>. If you would like to opt out of having this information collected by or submitted to Intercom, please contact us at security@neobank.com.

Use of HotJar Services

We use **HotJar** to collect aggregated insights regarding use of the Sites by Visitors and potential Customers, HotJar collects the IP Addresses (in a de-identified format), device type, geographic location (country only), referring pages and pages visited and clicks on the Sites. We do not match this data with other Personal Data and HotJar states that all of its processing takes place within the European Union under the terms of a DPA we have with them. If you do not wish HotJar to collect data, please follow the [instructions HotJar provides](#), and for more information, please refer to their [privacy policy](#).

Use of DocuSign Services

We utilize the **DocuSign** application ('DocuSign') and other applications to enable contracts and notices to be signed, provided to and shared with third party suppliers, customers and business partners electronically, collecting name, address and other information required to execute and validate contracts and protect against fraud. DocuSign has Binding Corporate Rules and sometimes relies on the EU Standard Contractual Clauses as well. We have a Data Processing Addendum in place with them. For more information please refer to DocuSign's [privacy policy](#).

Use of Typeform Services

We use **Typeform** to collect and track survey feedback from our customers, which includes the email contact information of people providing feedback. Data is processed in Spain. For more information regarding Typeform's privacy and security practices, please refer to their [Privacy Policy and Terms](#).

Use of Google ReCaptcha

NeoBank uses **ReCaptcha** on the Sites and Services. Your use of ReCaptcha is subject to the [Google Privacy Policy](#) and [Terms of Use](#). ReCaptcha is only used to fight spam and abuse.

How do we use this information?

NeoBank uses your personal information to provide financial services; enhance your customer experience; improve our products and features; provide customer support; open, operate, and maintain your account in accordance with Applicable law; investigate and understand how NeoBank is used; monitor and protect the security and integrity of NeoBank; and better market and advertise NeoBank's services. You understand and agree that NeoBank will compare your identifying information with government-provided lists of suspected terrorists.

As part of this process, we may from time to time include, compile, or aggregate some of your personal information in certain data analysis, reports, or other interpretations of investment trends for both internal and external purposes. When including, compiling, or aggregating personal information for such purposes, we make sure that the information is anonymized such that it is not identifiable to any particular customer.

Additionally, we may use your personal information to contact you regarding our own services, resources, or NeoBank job openings that we think may be of interest to you. If you no longer wish to receive such marketing communications from NeoBank, please click the "unsubscribe" link that can be found at the bottom of each

such email message. Please note that if you hold an account with NeoBank, you cannot opt-out of certain communications related to the administration of your account, including communications related to transfers, statement and trade confirmation delivery or certain regulatory matters.

How is this information shared?

We do not sell, rent, or trade your personal information with any third parties other than with your consent or as required by law.

In order to provide financial services and in connection with our everyday business purposes and activities, we may share your personal information with third parties who perform services on our behalf. Examples of these third parties and services include consumer identification verification and fraud detection services, public accounting firms and other professional firms, and certain other vendors and service providers who perform marketing, advertising, research, and analytics services on our behalf. We have entered into agreements that require that these third parties keep this information confidential. We may also disclose your information to other third-party financial institutions, e.g., if you ask to transfer assets from NeoBank to such financial institutions.

We may also disclose personal information in response to service of the legal process, such as a court order, summons, or subpoena, or as permitted or required by law when we reasonably believe it is necessary or appropriate to investigate, prevent, or take action regarding illegal activities, suspected or confirmed fraud (including identity theft), frontrunning or scalping, situations involving potential threats to the physical safety of any person, or suspected violations of our Terms of Service or Terms and Conditions. We also may disclose information about you if necessary to determine your eligibility to recover compensation in connection with class action lawsuits.

We may share your personal information within the NeoBank family of companies, such as with a subsidiary of NeoBank. We and our subsidiaries will only use the information as described in this notice.

If we go through a corporate sale, merger, reorganization, dissolution or similar event, data we gather from you may be part of the assets transferred or shared in connection with the due diligence for any such transaction. In that situation, and that situation only, we might transfer your data in a way that constitutes a sale under applicable law. If we do, we'll let you know ahead of time, and any acquirer or successor of Twilio may continue to process data consistent with this notice.

Furthermore, we may disclose personal information in specific other cases with your consent.

How Your Personal Information is Protected

NeoBank works diligently to protect your personal information. We employ several physical and electronic safeguards to keep your information safe. We use the strongest available browser encryption, store all of our data on servers in secure facilities, and implement systematic processes and procedures for securing and storing data. We limit access to your personal and financial information to only those employees with authorized access who need to know the information in order to perform their jobs, and we require third parties who perform services for NeoBank to agree to keep your information confidential. Furthermore, if you choose to close your account or your account is terminated with us, we will continue to adhere to the privacy policies and practices outlined here. If you maintain a NeoBank account that you access through our website or mobile apps, you are responsible for protecting and maintaining the confidentiality of your account and password and restricting access to your computer.

How You Can Access or Change Your Personal Information That We Have Collected

Once you have registered with NeoBank, you can access your profile, review the information that is stored, and revise that information. If you have any problems, you may also contact us at support@neobank.com.

Other Important Information

Former users

If you are a former user, these policies also apply to you; we treat your information with the same care as we do information about current customers.

How We Respond to Do Not Track Signals

Online tracking is the collection of data about an individual's Internet activity used to deliver targeted advertisements and for other purposes. Customers using certain modern browsers have the ability to activate a "Do Not Track" signal. NeoBank does not currently respond to the "Do Not Track" signal.

How You Accept This Policy

By using and continuing to use the NeoBank websites, mobile apps and/or services, or otherwise providing us with personal information (such as an email address) you agree to the terms and conditions of this privacy policy and any updates thereto. This policy may change from time to time. This is our entire and exclusive privacy policy and it supersedes any earlier version. Our Terms and Conditions take precedence over any conflicting privacy policy provision.

How will we notify you of changes to this policy?

We may modify this privacy policy over time without prior notice by posting a new version of this privacy policy, which is your responsibility to review. Any changes to the privacy policy will be reflected on this page and will become effective immediately upon posting. We encourage you to periodically review this privacy policy to stay informed about how we are protecting the personally identifiable information we collect. If changes to the privacy policy are material, we will do our best to notify you via email or through a notification on the site or app. Please check the effective date below to determine if there have been any changes since you have last reviewed the NeoBank privacy policy.

Our Policy Toward Children

Our service is not directed towards anyone under the age of 16. If a parent or guardian becomes aware that his or her child under the age of 16 has created an account with NeoBank and/or provided us with personally identifiable information, please contact us at support@neobank.com. Additionally, if we become aware at any point that a child under the age of 16 is using our service, we will terminate his or her account.

Transfers of Personal Information Out of the EEA and Switzerland

NeoBank is located in Switzerland and NeoBank stores your personal data primarily within the European Economic Area. If you are not located in Switzerland, by accessing the Website and Services and providing personal information through it, you agree and acknowledge and consent to the collection, maintenance, processing, and transfer of such information in and to Switzerland and other countries and territories. These other jurisdictions may have different privacy laws from your home jurisdiction and provide different levels of protection of personal information. You agree that the terms of this Privacy Policy and the Terms and Conditions will apply and you consent to the transmission and processing of your personal information in any jurisdiction.

NeoBank employs appropriate safeguards for cross-border transfers of personal data, as required by applicable local law.

EU and EEA Privacy Rights

If you are habitually located in the European Union or European Economic Area, you generally have the right to access, rectify, download or erase your information, as well as the right to restrict and object to certain processing of your information. While some of these rights apply generally, certain rights apply only in certain limited circumstances. We briefly describe these rights below:

You have the right to access your personal data and, if necessary, have it amended, deleted or restricted. In certain instances, you may have the right to the portability of your data. You can also ask us to not send marketing communications and not to use your personal data when we carry out profiling for direct marketing purposes. You can opt out of receiving email newsletters and other marketing communications by following the opt-out instructions provided to you in those emails. Transactional account messages will be unaffected even if you opt out from marketing communications.

California Privacy Rights

Effective January 1, 2020, the California Consumer Privacy Act of 2018 (CCPA) afforded California residents (i) the right to request disclosure of data collection and sales practices in connection with the requesting consumer; (ii) the right to have the requesting consumer's information deleted, subject to certain exceptions; (iii) the right to request that their personal information not be sold to third parties, if applicable; and (iv) the right not to be discriminated against because they exercised any of the new rights.

California residents may submit a personal information or erasure request via email to security@neobenk.com. NeoBank will need to collect information from the requesting party to verify their identity, and will respond within 45 days of receiving a personal information request (subject to an additional 45-day extension in certain circumstances).

Please be aware that such a request does not ensure complete or comprehensive removal of your content or information and that there may be circumstances in which the law does not require or allow removal even if requested.

Links to Other Services and Applications

Our Services contain links to, interoperate with, and allow you to share content to and from third party services, websites, and applications. The fact that we link to a website, service, or application or allow you to share content through these third parties is not an endorsement, authorization, or representation that we are affiliated with that third party, nor is it an endorsement of their privacy or information security policies or practices. Other websites, services, and applications follow different rules regarding the collection, use, storage, or disclosure of personal and other information. We encourage you to read the privacy policies or statements of the other websites, services, and applications you use.

How Do We Handle Your Social Logins?

Our Services offer you the ability to register and login using your third party social media account details (like your Facebook or Google logins). Where you choose to do this, we will receive certain profile information about you from your social media provider. The profile information we receive may vary depending on the social media provider concerned, but will often include your name, e-mail address, friends list (if applicable), profile picture as well as other information you choose to make public.

We will use the information we receive only for the purposes that are described in this privacy policy or that are otherwise made clear to you on the Services. Please note that we do not control, and are not responsible for, other uses of your personal information by your third party social media provider. We recommend that you review their privacy policy to understand how they collect, use and share your personal information, and how you can set your privacy preferences on their sites and apps.

Limitation of Liability

Even though NeoBank has taken reasonable commercial steps and efforts to prevent Personally Identifiable Information and other information covered by this Privacy Policy from being accessed, used, intercepted, or disclosed by unauthorized individuals in violation of this Privacy Policy, you should know, and you acknowledge that NeoBank cannot fully eliminate security risks associated with your information. You expressly acknowledge and agree that uploading, posting, providing, storing, using, analyzing, transmitting,

sharing and/or allowing access to Personally Identifiable Information and other information on, through, in, or to the Services, and the use of all such Services, are all done at your risk and responsibility. You expressly acknowledge that NeoBank is not liable for (i) any special, indirect, consequential, incidental or punitive damages, costs, or liabilities whatsoever arising out of or resulting from your use of the Services, including from uploading, posting, providing, storing, using, analyzing, transmitting, sharing, and/or allowing access to Personally Identifiable Information and other information; or (ii) any loss, disclosure or use of your Personally Identifiable Information or other information.

How to contact NeoBank with questions

If you have questions or comments about this policy, you may contact NeoBanque Protection Services Limited by email at security@neobank.com, or by post to:

NeoBanque Protection Services Limited
Unit 1603, 16th Floor, The L. Plaza, 367 - 375
Queen's Road Central,
Sheung Wan, Hong Kong
Attn: Legal Department – Legal Process

Miscellaneous

English Version. The English version of the NeoBank Privacy Policy will be the version used when interpreting or construing the Privacy Policy.

Headings. Headings used in the Privacy Policy are provided for convenience only and will not be used to construe meaning or intent.