

Terms and Conditions

Effective October 3, 2020

Welcome, and thank you for your interest in NeoBank! NeoBank and/or its subsidiaries and/or its affiliates ("NeoBank") provide website features and other products and services to you when you visit or use Neobank.com, use NeoBank products or services, use NeoBank applications for mobile, or use the software provided by NeoBank in connection with any of the foregoing (collectively, "NeoBank Services"). NeoBank provides the NeoBank Services subject to the following conditions.

Acceptance of Terms

We offer a wide range of NeoBank Services, and sometimes additional terms may apply. When you use a NeoBank Service (for example, Interest Account, NeoBank Credit, NeoBank Pay, NeoBank Special Services, or NeoBank Applications) you also will be subject to the guidelines, terms, and agreements applicable to that NeoBank Service ("Terms of Service"). If these Terms & Conditions are inconsistent with the Terms of Service, those Terms of Service will control.

NeoBank reserves the right, in its sole discretion, to deny you access to NeoBank Services, or any portion of NeoBank Services, without notice and without reason. Individual access and use of NeoBank Services may be monitored by NeoBank and used for NeoBank's internal business purposes, without liability. You can get more information about the information that we collect from the use of NeoBank Services by consulting our [Privacy Policy](#).

NeoBank may periodically modify these Terms & Conditions, and any modifications will be effective immediately upon posting. We suggest that you periodically check these Terms & Conditions for modifications. If you do not agree to these Terms & Conditions, do not use NeoBank Services.

Electronic Communications

When you use NeoBank Services, or send emails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as emails, texts, mobile push notices, or notices and messages on this site or through the other NeoBank Services, such as our Support Center, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. See [Full Electronic Communication Delivery Policy](#)

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- Unauthorized access. Attempt to probe, scan, or test the vulnerability of any NeoBank Materials, services, systems, networks, servers, or accounts related to NeoBank Services or attempt to gain unauthorized access to NeoBank Materials, services, systems, networks, servers, or accounts connected or associated with NeoBank Services through hacking, password or data mining, or any other means of circumventing any access-limiting, user authentication or security device of any NeoBank Materials, services, systems, networks, servers, or accounts related to NeoBank Services, or redeliver, reproduce, or circumvent any page, text, image, or materials on NeoBank Services;
- Restricted Locations. Access NeoBank Services from prohibited, sanctioned, or restricted regions, countries, and estates;
- Trademark protection. Modify, copy, obscure, remove, or display NeoBank’s name, logo, trademarks, text, notices, or images without NeoBank’s express written permission; and
- Interruption of NeoBank Services. You agree not to use any device, software, or routine that could interfere with the proper working of NeoBank Services, that could damage or disable this site, any systems, networks, servers, accounts, NeoBank Materials or services provided through this site, or that would interfere with any other party’s use of NeoBank Services.

You are responsible for obtaining and maintaining all equipment, services, and other materials that you need to access NeoBank Services. NeoBank reserves all rights not expressly granted in these Terms & Conditions.

Use of the NeoBank Services

NeoBank Services is primarily intended for those who access it from within Switzerland. Because of this, we cannot guarantee that NeoBank Services or the information thereon complies with law or regulation of other countries, or is appropriate for use, in other places. You are wholly responsible for use of NeoBank Services by any person using your computer and you must ensure that any such person complies with these Terms & Conditions. The information provided on NeoBank Services is not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to law or regulation.

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Use of Materials and Limitations on Advice

The publicly available portions of NeoBank Services (i.e., the sections of NeoBank Services that are available to individuals who are not party to a Terms of Service) are provided for educational purposes only and are not intended to provide legal, tax, or financial planning advice. In using the publicly available portions of NeoBank Services, you agree that you are responsible for your own investment research and decisions, that you will not rely on the publicly available portions of NeoBank Services as the primary basis for your investment decisions, and, except as otherwise provided herein, NeoBank will not be liable for any actions you take based on the information you receive via the publicly available portions of NeoBank Services.

External Links

NeoBank Services links to certain content created by third parties that are not affiliated with NeoBank. NeoBank is not responsible for such content and does not endorse or approve it. Such content may contain terms and conditions, privacy provisions, confidentiality provisions, or other provisions that differ from the terms and conditions applicable to the NeoBank Services. NeoBank assumes no responsibility or liability whatsoever for the accuracy, reliability, or opinions contained in such content. If you decide to access such content, you do so at your own risk.

Social Bookmarks

NeoBank Services may contain social bookmarks which are identifiable by means of their respective buttons. Social bookmarks allow users of certain social media platforms to post links to selected NeoBank Services on their social media accounts in order to bookmark them or share them with their social media contacts. If you use social bookmarks, you will be sending personal identifying data to the respective social media platform. Any comments or activity made by or carried out by persons using social bookmarks is not controlled, endorsed or monitored by NeoBank and NeoBank shall not be responsible or liable for such. Persons who share NeoBank communications via social bookmarks are not authorized to speak for or represent NeoBank and their views and opinions must be regarded as strictly their own and not NeoBank's. In addition, the provisions in these Terms & Conditions relating to Links also apply to social bookmarks.

Linking to the Websites and Social Media Features

You may link to NeoBank Website or Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

Conditions of Use

You agree that you will comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements.

Account Authorization and Use

If you have an account or plan to open an account with NeoBank, you agree to provide NeoBank with current, complete, and accurate information about you as prompted by the applicable registration process and agree to regularly update this information to maintain its completeness and accuracy. You agree to use NeoBank Services to access only the account on which you are authorized to act, and to use your own email address, logins, and one-time password (OTP) when accessing the account on which you are authorized to act. You are solely responsible for all activities that occur in connection with your login. Accordingly, you should take steps to protect the confidentiality of any account information, email address, logins, and one-time password (OTP)

that you use to access any page or feature on NeoBank Services, and for logging off of your account and any protected areas of the NeoBank Services.

If you become aware of any suspicious or unauthorized conduct concerning your account, email address, logins, one-time password (OTP), or 2-Step Verification, you agree to contact NeoBank immediately. NeoBank will not be liable for any loss or damage arising from your failure to comply with these Terms & Conditions.

Access to and use of password protected and/or secure areas of the NeoBank Services is restricted to authorized users only. Unauthorized persons attempting to access these areas of the website may be subject to legal action.

Forward Looking Statements

Forward-Looking Statements: Certain statements in this website may be forward-looking in nature. The words “believe,” “expect,” “estimate,” “could,” “should,” “intend,” “may,” “plan,” “seek,” “anticipate,” “project” and similar expressions, among others, generally identify “forward-looking statements,” which speak only as of the date the statements were made. The matters discussed in these forward-looking statements are subject to a number of risks, trends, and uncertainties that could cause actual results to differ materially from those projected, anticipated, or implied in the forward-looking statements. Neither NeoBank nor any other person is responsible for updating or revising any forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by law.

Limited Liability

NEITHER NEOBANK NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS OR AGENTS SHALL BE LIABLE IN ANY WAY FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE, OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE NEOBANK SERVICES OR THE USE OF THE NEOBANK SERVICES OR A LINKED WEBSITE (INCLUDING BUT NOT LIMITED TO THE DELAY OR INABILITY TO USE THE NEOBANK SERVICES OR A LINKED WEBSITE). THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARE FORESEEABLE OR WHETHER NEOBANK HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IN NO EVENT SHALL NEOBANK’S CUMULATIVE LIABILITY TO YOU EXCEED US\$100.

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SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnification and Hold Harmless

You agree to indemnify, defend, and hold NeoBank harmless from any liability, loss, claim, and expense, including attorney's fees, related to your violation of these Terms & Conditions or use of the NeoBank Services. Nothing in these terms of use shall affect any non-waivable statutory rights that apply to you. NeoBank reserves the right to assume the exclusive defense and control (at your expense) of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting NeoBank's defense of such matter.

Termination

The rights granted to you herein terminate immediately upon any violation by you of these Terms & Conditions. NeoBank, in its sole discretion, reserves the right to temporarily or permanently terminate your access to and use of NeoBank Services at any time and for any reason whatsoever, without notice or liability. NeoBank will not be liable to you or any third party for any termination of your access to or use of NeoBank Services.

You are allowed to open or have only one account in NeoBank. In order to maintain a safe and trusted environment for all our users, any additional account(s) may be suspended.

Governing Law and Jurisdiction

These Terms shall be ruled by and interpreted under English law. Both we and you will resolve any disputes in connection with these Terms in the English courts.

All matters relating to the NeoBank Services and these Terms & Conditions and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of Switzerland without giving effect to any choice or conflict of law provision or rule (whether of Switzerland or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms & Conditions or the NeoBank Services shall be instituted exclusively in Switzerland in the Kanton of Zug although we retain the right to bring any suit, action or proceeding against you for breach of these Terms & Conditions in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Court Order & Subpoena Policy

Government agencies from around the world ask NeoBank to disclose user information. Our legal department demands that government data requests be made through lawful means and for lawful purposes. We carefully review each request to make sure it satisfies applicable laws.

NeoBank accepts service of subpoenas or other legal processes only through **NeoBanque Protection Services**. Subpoenas or other legal process may be served by sending them to NeoBanque Protection Services at the following address:

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

Send a copy of the records directly to a lawenforcement@neobank.com

Please note also that providing detailed and accurate information at the outset will facilitate efficient processing of your request. [Download the NeoBank Law Enforcement Guide](#)

We care deeply about the privacy of our NeoBank users and will protect the privacy of our users even while working closely with law enforcement to prevent criminal activity.

Dispute Resolution; Agreement to Arbitrate

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND US TO ARBITRATE ANY DISPUTES IN CONNECTION WITH THESE TERMS AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. If you have a dispute with ShapeShift in connection with these Terms or your use of the Service, you shall first contact Us via email at support@shapeshift.zendesk.com and attempt to resolve the dispute with Us informally. If ShapeShift has not been able to resolve any dispute with you after 60 days from your initial email notifying Us of the dispute, you and ShapeShift each consent to resolve any related claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach of these Terms (each, a “Claim”), exclusively by binding arbitration in accordance with the applicable rules of arbitration in the United Kingdom. The arbitration will be conducted in London, England, in English, unless you and ShapeShift mutually agree otherwise in writing. If you are using the Service for commercial purposes, each party will be responsible for paying any arbitration fees, administrative, and arbitrator fees in accordance with applicable arbitration rules, and the award rendered by the arbitrator will include costs of arbitration, reasonable attorneys’ fees, and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) the arbitration organization may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from such arbitration organization; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this section will be deemed as preventing ShapeShift from seeking injunctive or other equitable relief from any applicable court as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights, or other proprietary rights.

Class Action Waiver

You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. You agree that you may bring claims against us only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Waiver and Severability

Any waiver of any provision contained in these Terms & Conditions shall not be deemed to be a waiver of any other right, term, or provision of these Terms & Conditions. If any provision in these Terms & Conditions is

determined to be wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent it is legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Assignment

You may not assign these Terms & Conditions (by operation of law or otherwise) without the prior written consent of NeoBank, and any prohibited assignment will be null and void. NeoBank may assign these Terms & Conditions or any rights hereunder without your consent.

Conflict with Additional Terms

Certain web pages or areas on the NeoBank Website may contain additional terms, conditions, disclosures and disclaimers (collectively, the “Additional Terms”). In the event of a conflict between these Terms and Conditions and the Additional Terms, the Additional Terms will govern for those web pages or areas.

Miscellaneous

English Version. The English version of the Terms and Conditions will be the version used when interpreting or construing the Terms and Conditions.

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