

Privacy & Policy  
Terms & Conditions

Last Updated: 09 March 2021

By accessing and using NEONPAY, you confirm that you have read and agree to accept these terms and conditions and that you agree to comply with them. If you do not acknowledge and agree to accept to these terms and conditions, you must not access or use NEONPAY

#### No Reliance On Information

The contents and resources provided from the exchange rate providers are for general information or references only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content and resources on NEONPAY.

NEONPAY make no representations, warranties or guarantees, whether express or implied, that the contents and resources from the exchange rate providers to our platform or made available through our platform is accurate, complete or up-to-date.

#### Limitation Of NEONPAY Liability

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our platform; or
- use of or reliance on any contents and resources displayed on/from our platform.

NEONPAY will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our exchange rate API services or to your downloading of any content on it.

Privacy is of utmost importance at the (“NEONPAY”). We recognise the significance of protecting information which is stored on our servers or network or is intended to be stored on our servers or network and which relates to an individual. The data we protect are the “Personal Data” which is any information relating to an identified or identifiable natural person, and have made protecting the privacy and the confidentiality of Personal Data a fundamental component of the way we do business. This Privacy & Policy informs you of the ways we work to ensure privacy and the confidentiality of Personal Data and describes the information we gather, how we use those Personal Data and the circumstances under which we disclose such information to third-parties.

In this Privacy & Policy, the term “Service” and “Services” has the same meaning as described in the User Agreement. If you do not agree with this Privacy & Policy, in general, or any part of it, you should not use the Services. This Privacy & Policy is periodically reviewed to ensure that any new obligations and changes to our business model are taken into consideration. We may amend this Privacy & Policy at any time by posting an amended version on our website.

## 1. Collection of Personal Data

When you access or use the Services, we collect the following information:

Information you may provide to us: You may give us information about you by filling in forms on our website or through our app or by corresponding with us by phone, email or otherwise. This includes information you provide when you register to use the Services and when you report a problem with the website or with our app.

Information we collect about you: With regard to each of your visits to our website or our app we automatically collect the following information:

- Login Information: We log technical information about your use of the Services, including the type of browser and version you use, the wallet identifier, the last access time of your wallet, the Internet Protocol (IP) address used to create the wallet and the most recent IP address used to access the wallet.
- Device Information: We collect information about the device you use to access your account, including the hardware model, operating system and version, and unique device identifiers, but this information is anonymised and not tied to any particular person.
- Wallet Information: If you create an NEONPAY Wallet through our Services, you will generate a public and private key pair. When you log-out of the Wallet, we collect an encrypted file that, if unencrypted, would contain these keys, along with your transaction history. When you enable notifications through your Account Settings, we will collect the unencrypted public key in order to provide such notifications. Under no circumstances do we collect an unencrypted private key from you, nor can we decrypt any Wallet file data.

- Transaction Information: In connection with our Conversion Service, as such term is defined in our User Agreement, we may collect and maintain information relating to transactions you effect in your Wallet that convert one virtual currency to another (e.g. Bitcoin for Ether).

**Information We Collect Required by Law, Rule, or Regulation:** Depending on the Service, we may collect information from you in order to meet regulatory obligations around know-your-customer (“KYC”) and anti-money laundering (“AML”) requirements. Information that we collect from you includes the following:

- Full name
- Residential address
- Contact details (telephone number, email address)
- Date and place of birth, gender, place of citizenship
- Bank account information and/or credit card details
- Your status as a politically exposed person
- Source of funds & proof of address
- Passport and/or national driver’s license or government-issued identification card to verify your identity
- Transaction history and account balances in connection with your use of certain Services.

## 2. Use of Personal Data

We will use your Personal Data, to:

- Understand and strive to meet your needs and preferences in using our Services;
- Develop new and enhance existing service and product offerings;
- Manage and develop our business and operations;
- Carry out any actions for which we have received your consent;
- Prevent and investigate fraudulent or other criminal activity;
- To address service requests and resolve user questions; and
- Meet legal and regulatory requirements.

We also reserve the right to use aggregated Personal Data to understand how our users use our Services, provided that those data cannot identify any individual.

We also use third-party web analytics tools that help us understand how users engage with our website. These third-parties may use first-party cookies to track user interactions to collect information about how users use our website. This information is used to compile reports and to help us improve our website. The reports disclose website trends without identifying individual visitors.

We will process your Personal Data legally and fairly and not use it outside the purposes of which we have informed you, including selling it individually or in the aggregate for commercial use.

### 3. Sharing of Information

We will never sell or rent your personal information. We will only share your Information in the following circumstances:

- With your consent or at your instruction;
- In connection with offers, products or Services provided on the NEONPAY Site;
- With our current or future parent companies, affiliates, subsidiaries and with other companies under common control or ownership with us or our offices internationally;
- With third parties or service providers that we have partnered with or perform work for us;
- In connection with a merger or sale of our assets, or if we do a financing or are involved in an acquisition or any other situation where Information may be disclosed or transferred as one of our business assets;
- In order to prevent fraud or other illegal or unauthorized activities;
- If we believe disclosure is in accordance with, or required by, any applicable law, regulation or legal process;
- With law enforcement officials, courts, or other third parties when we are compelled to do so by a subpoena, court order, or similar legal procedure, or when we believe in good faith that the disclosure of Information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our User Agreement or any other applicable policies;
- If we believe your actions are inconsistent with our User Agreement, our other agreements or policies, or to protect our legitimate interests, rights, property and safety or that of others; and
- With third parties where aggregate Information is disclosed which cannot be reasonably be used to identify you.

### 4. Social Sharing Features

The NEONPAY Site may offer social sharing features, links to social media and other integrated tools. Your use of such features enables the sharing of information with your contacts or the public, depending on the settings you use with the entity that provides the social sharing features or social media. Please visit the privacy policies of the entities that provide these features to obtain more information about the purpose and scope of data collection and the processing of such data by such entities.

## 5. Hyperlinks and Third-Party Sites

The NEONPAY Site may contain links to other third-party websites that may collect personal information about you, including through cookies or other technologies. If you link to another website, you will leave the NEONPAY Site and this Privacy & Policy will not apply to your use of and activity on those other websites. You should consult these other websites' privacy policies as we have no control over them and are not responsible for any information that is submitted to or collected by these third parties.

## 6. Marketing and Online Communication

We require your consent to send you marketing communications (For example: email marketing, exclusive offers, etc).

If you do not want us to use your personal information for direct marketing purposes or to pass your personal information on the third parties for marketing purposes, you can contact us at [support@neonpayment.com](mailto:support@neonpayment.com). Direct marketing includes any communications to you that are only based on advertising or promoting products and services.

As mentioned above, you can opt out of our marketing communications anytime. However, certain electronic communication between us and you are necessary for usage of our Services including login notifications, withdrawal confirmations, deposit notifications and 2-Factor Authentication (this can be replaced with Google Authentication, Authy, or others). We highly recommend that you do not turn off 2-Factor Authentication as this provides the maximum amount of security for your account.

If you chose not to consent to the terms of this Privacy & Policy or opt out of receiving notifications from us that makes it difficult or impractical for us to provide Services to you, we will grant you a period of 10 business days from the moment you do not consent or opt out to move your assets into a separate digital wallet of your choosing and close your account.

## 7. Security of Your Personal Data

We protect Personal Data with appropriate physical, technological and organisational safeguards and security measures. We audit our procedures and security measures regularly to ensure they are being properly administered and remain effective and appropriate. This includes utilizing Secure Sockets Layer (SSL) software, which encrypts the personal information you input, and storing your personal information in encrypted form behind a firewall designed to block access from outside our network. However, no security or encryption method can be guaranteed to protect information from hackers or human error, no computer security system is entirely fool-proof and the Internet is not a secure method of transmitting information. As a result, we do not assume any responsibility for the data you submit to or receive from us through the Internet or for any unauthorized access or use of that information and we cannot and do not guarantee that personal information communicated by you to us or sent to you by us will be received or that it will not be altered before or after its transmission to us.

We cannot guarantee that loss, misuse, unauthorized acquisition, or alteration of your Information will not occur. Please recognize that you play a vital role in protecting your own Information. When registering on the NEONPAY Site or accessing or using our Services, you should choose a password of sufficient length and complexity, not reveal this password to any third parties, and to immediately notify us if you become aware of any unauthorized access to or use of your account.

Furthermore, we cannot ensure or warrant the security or confidentiality of Information you transmit to us or receive from us by Internet or wireless connection, including email, phone, or SMS, since we have no way of protecting that Information once it leaves and until it reaches us. If you have reason to believe that your data is no longer secure, please contact us at to [support@neonpayment.com](mailto:support@neonpayment.com).

## 8. Retention of Your Personal Data

Information we collect may be stored or processed on computers located in any country where we do business. We will only retain your personal information for as long as necessary to fulfil the purposes for which we collected it, including for the purposes of satisfying any legal, accounting, or reporting obligations or to resolve disputes. This is a case-by-case determination that depends on things such as the nature of the data, why it is collected and processed, and relevant legal or operational retention needs. For example, we may retain certain information for accounting and security purposes even after our business relationship with you has ceased. When Personal Data is no longer needed, we have procedures either to destroy, delete, erase or convert it to an anonymous form. If you have opted-out of receiving marketing communications, we will hold your details on our suppression list so that we know you do not want to receive these communications.

After you have terminated the use of Services, we reserve the right to maintain your Personal Data as part of our standard back-up procedures in an aggregates format.

## 9. Your Rights

You have certain individual rights regarding the Personal Data that we collect and process about you through the NEONPAY Site.

You have the right to:

- Access or receive certain data about the personal information we process about you;
- Delete or remove your Personal Data in certain circumstances such as if we no longer need it, provided that we have no legal or regulatory obligation to retain the data;
- Have your Personal Data rectified;
- Withdrawal your consent to our processing of your Personal Data;
- Not be subject to a decision based solely on automated processing of your personal information, including profiling, which produces legal or similarly significant effects on you, save for the exceptions applicable under relevant data protection laws;
- Receive a copy of your Personal Data in a structure, commonly used and machine-readable format for the purpose of transferring such information to a third party.
- Ask us to stop processing your Personal Data, and we will do so if we are:
  - i. Processing your Personal Data for direct marketing; or
  - ii. Processing your Personal Data for research, unless we reasonably believe such processing is necessary or prudent for the performance of a task carried out in the public interest (such as by a regulatory or enforcement agency).
- Lodge a complaint with a competent supervisory authority.

## 10. Acceptance

By using the Services, you signify your agreement to this Privacy & Policy. NEONPAY reserves the right to change or amend this Privacy & Policy at any time. If we make any material changes to this Privacy & Policy, the revised Policy will be posted here so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it. Please check this page frequently to see any updates or changes to this Privacy & Policy.

## 11. Questions and Complaints

Any questions about this Privacy & Policy, the collection, use and disclosure of Personal Data by NEONPAY or access to your Personal Data as required by law (to be disclosed should be directed to [support@neonpayment.com](mailto:support@neonpayment.com)).

In the event that you wish to make a complaint about how we process your Personal Data, please contact us in the first instance at to [support@neonpayment.com](mailto:support@neonpayment.com) and we will attempt to handle your request as soon as possible. This is without prejudice to your right to launch a claim with the data protection supervisory authority in the country in which you live or work where you think we have violated data protection laws.