Refund Policy v4.0.1

This Refund Policy is the canonical English version. Any other language version is provided for convenience only; the English version shall prevail in case of discrepancy.

Aligned with the T&C | Publication Date: 24 September 2026

This Policy supersedes all prior versions of the refund policy published by Neom Triple A Information Technology LLC under the brand NEOMAAA Funded.

Publisher: **Neom Triple A Information Technology LLC** Brand: **NEOMAAA Funded** Address: The Binary by Omniyat, Office 2114, Business Bay, Dubai, UAE Refund enquiries: support@neomaaafunded.com Legal enquiries: legal@neomaaafunded.com Data-protection enquiries: privacy@neomaaafunded.com

---

Introduction

This Refund Policy (the “Policy”) sets out the rights and obligations of Participants and Neom Triple A Information Technology LLC (the “Company”, “NEOMAAA Funded” or “NEOMAAA”) with respect to requests for refund of amounts paid for access to NEOMAAA Funded services, including Evaluation Fees, Reset Fees, and Add-on Fees.

This Policy forms part of the complete contractual documentation of NEOMAAA Funded, which includes the Terms and Conditions (the “T&C”) and the Privacy Policy (“PP”). In the event of any conflict between this Policy and the T&C, the T&C shall prevail, except where applicable mandatory consumer law grants the Participant broader rights, in which case the mandatory law applies.

This Policy covers exclusively the refund of fees paid by Participants for the Company’s products. It does not govern payments under the Benefit Program / Performance Rewards, which constitute a separate mechanism described in §17 of the T&C and in §12 of this Policy.

---

§1 Scope and Definitions

1.1 Scope

This Policy applies to all Participants who have purchased, or intend to purchase, the following products on neomaaafunded.com:

- Funded Evaluation Account pursuant to §1.5(f) of the T&C;
- Express Evaluation Account pursuant to §1.5(m) of the T&C;
- any other products in the Prop Accounts category pursuant to §1.5(k) of the T&C;
- Reset (account parameter reset), Add-on (additional features), and other related paid services offered on neomaaafunded.com.

This Policy applies regardless of the Participant’s country of residence; the separate provisions of §§5–9 contain specific carve-outs for particular jurisdictions in which mandatory consumer legislation grants the Participant broader rights.

1.2 Definitions

For the purposes of this Policy, the following terms have the meanings set out below (unless otherwise defined in the T&C):

- **Evaluation Fee** — the monetary amount paid by the Participant to gain access to a Funded Evaluation Account or Express Evaluation Account, including the Initial Account Price and any subsequent Reset Fees.
- **Reset Fee** — the fee for re-launching an evaluation account following a breach of trading parameters or a voluntary reset by the Participant.
- **Add-on Fee** — the fee for optional paid additions to an account, offered at the point of purchase or subsequently.
- **Refund Period** — the period during which the Participant may submit a refund request pursuant to applicable law or this Policy.
- **Withdrawal Period** — the fourteen (14) calendar-day period during which consumers under applicable consumer-rights legislation are entitled to withdraw from a distance contract without giving a reason (see §§5–6 below).
- **Performance Reward / Benefit Program** — payments made by the Company pursuant to §17 of the T&C in recognition of the Participant's simulated-trading results. These payments are NOT refunds and are governed by §12 of this Policy.
- **Clawback** — the Company's right to demand repayment of a Crystallised Benefit Program Amount paid to the Participant where violations are subsequently discovered, pursuant to §17.8 of the T&C. This mechanism operates in the direction opposite to a refund and applies exclusively to Benefit Program payments, not to Evaluation Fees.
- **Set-off** — the Company's right to offset amounts owed to it by the Participant, including recovered Account Prices reversed through chargebacks, against the Crystallised Benefit Program Amount pursuant to §17.9 of the T&C.
- **Delivery of Credentials** — the transmission to the Participant of the login, password, and access parameters for a Funded Evaluation Account or Express Evaluation Account by email or through the personal account dashboard.

---

§2 Nature of the Product

2.1 Character of NEOMAAA Funded Services

NEOMAAA Funded provides exclusively simulated trading-skill assessment services and educational products. Understanding the legal nature of the products purchased is essential to the assessment of refund rights.

Funded Evaluation Account (§1.5(f) of the T&C) is a simulated-performance account with a virtual balance allocated to a Participant who has successfully completed the Evaluation Phase. A Funded Evaluation Account:

- is not a real brokerage account;
- does not involve the deposit of real trading capital by the Company or the Participant;
- does not grant the Participant any proprietary rights or control rights over real funds;
- does not constitute access to regulated investment or brokerage services.

Express Evaluation Account (§1.5(m) of the T&C) is a single-phase Funded Evaluation Account product by which the Participant gains access to the funded-account stage upon completing a single set of evaluation tasks, without a separate preceding verification phase. The Express Evaluation Account is a variant of the Funded Evaluation Account and is subject to the same rules regarding simulated character, the same Benefit Program rules (§17 of the T&C), and the same provisions on termination, suspension, and Clawback. Any references in prior marketing materials to “Instant Funded” or “Instant Funded Account” shall be construed as references to the Express Evaluation Account.

2.2 Absence of Financial-Instrument Status

The services of NEOMAAA Funded:

- do not constitute an investment product and do not include investment services within the meaning of Directive 2014/65/EU (MiFID II) (eur-lex.europa.eu), Art. 4(1)(15);
- do not constitute a financial instrument within the meaning of Annex I Section C of MiFID II;
- do not constitute a deposit or guaranteed investment product;
- do not constitute a regulated investment service in any jurisdiction of the Participant’s residence.

The purchase of an Evaluation Fee represents payment for access to an educational and simulation platform for skills assessment — not for a financial service or investment product. This characterisation is material to the classification of the product under applicable law, including the Spanish Real Decreto Legislativo 1/2007, de 16 de noviembre (TRLGDCU) (boe.es) and Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights (‘CRD’).

2.3 Cross-Reference to the T&C

A full description of the legal nature of the services is contained in §§1.3, 1.5(s) (Approved Builds), and 3.7 of the T&C. The Participant confirms that they have read those provisions before purchasing.

---

§3 Pre-Purchase Opportunity to Assess the Product (Try Before You Buy)

3.1 Demo Account

The Company provides Participants with a free demo account (Demo Account), accessible before any purchase is made on neomaaafunded.com. The Demo Account enables the Participant to familiarise themselves with:

- the trading platform interface (MetaTrader 5 or TradeLocker in the Approved Build version pursuant to §1.5(s) of the T&C);
- the trading conditions and simulation parameters;
- the risk-management rules applied during assessment;
- the structure of the Evaluation Phase and its target metrics.

3.2 Differences Between Demo Conditions and Paid Evaluation

The Company discloses the following material circumstance: the trading conditions of the Demo Account may differ from those of the paid Funded Evaluation Account or Express Evaluation Account in the following respects: spreads, margin levels, available instruments, maximum drawdown rules, and other parameters published by the Company on neomaaafunded.com as at the date of the relevant purchase. Current trading conditions for the paid evaluation are published on the product page and in the Help Centre at help.neomaaafunded.com.

3.3 Significance of Demo Account Availability

The availability of a free Demo Account is provided by the Company as a transparency and consumer-information measure to enable Participants to assess the product before purchase. The Demo Account is independent of, and does not form part of, the legal test for the digital-content withdrawal exemption under Article 16(m) of Directive 2011/83/EU, which is governed exclusively by the cumulative conditions set out in §5.2 of this Policy (performance commencement, prior express consent, and acknowledgement of loss of the right of withdrawal under Article 8(7) of Directive 2011/83/EU).

For the avoidance of doubt:

1. the availability of a Demo Account does not, of itself, trigger or extinguish any withdrawal right;
2. the unavailability or malfunction of a Demo Account does not, of itself, suspend or invalidate the Article 16(m) exemption where the Article 8(7) conditions are independently satisfied; and
3. the Demo Account is offered as a pre-purchase information tool consistent with the Company's obligations under Article 6 of Directive 2011/83/EU (information requirements for distance and off-premises contracts) and Articles 97–98 of the Spanish Texto Refundido de la Ley General para la Defensa de los Consumidores y Usuarios.

Nevertheless, the availability of a Demo Account does not limit the mandatory consumer rights applicable pursuant to §§5–9 of this Policy.

---

§4 Standard Refund Position

4.1 General Rule

The Evaluation Fee, Reset Fee, and Add-on Fee are non-refundable from the moment of Delivery of Credentials for the relevant account to the Participant, since the Company commences performance of the digital service from that point. This general rule is based on the following: (i) the product is digital and immediately usable upon Delivery of Credentials; (ii) from the moment of Delivery of Credentials the Company incurs operational costs for infrastructure maintenance, platform operation, account monitoring, and support; (iii) the Participant had the opportunity to assess the product via a free Demo Account before making a purchase, this opportunity being offered as a pre-purchase information measure under Article 6 of Directive 2011/83/EU and not forming part of the Article 16(m) digital-content exemption test set out in §5.2.

4.2 Exceptions to the General Rule

The general non-refund rule does not apply in the following circumstances:

1. **Mandatory consumer rights.** To the extent that applicable mandatory consumer law (§§5–9 below) grants the Participant a right to a refund or a right to withdraw from the contract, the Company shall honour such rights in full. Nothing in this Policy limits or excludes any rights that cannot be limited under applicable mandatory consumer legislation.
2. **Technical failure on the Company's side.** Where, as a result of a technical failure or other disruption attributable to the Company, the Participant is denied access to the paid account for seven (7) or more consecutive business days without the Company providing a resolution or equivalent replacement, the Participant may submit a reasoned refund or account-replacement request. The Company shall review such a request in accordance with the procedure in §10 of this Policy.
3. **Billing error.** Where a documented error in the billing process has occurred — including duplicate charges, incorrect-amount charges, or an unauthorised transaction not initiated by the Participant — the Company shall refund the excess or erroneously charged amount in full.
4. **Material discrepancy between offer and product.** Where the product actually provided materially differs from the public offer in force on the date of purchase, as evidenced by objective evidence, the Participant may submit a refund or product-replacement request. Minor

discrepancies in trading-platform parameters that do not affect the ability to complete the evaluation are not considered material within the meaning of this sub-clause.

5. **KYC verification.** Where the Company determines, after purchase, that the Participant cannot complete verification for reasons not attributable to fraud, misrepresentation, or material breach by the Participant, and the Participant has not materially used the services within the meaning of §15.8(b) of the T&C, the Company shall refund the Account Price within thirty (30) days of the Company's determination, in accordance with §6.4.2 of the T&C.

4.3 Promotions

The terms of Promotions pursuant to §11 of the T&C may establish specific refund conditions, including a "refund-on-success" mechanism (refund of the fee upon successful completion of the evaluation). Such terms apply exclusively to accounts purchased under the relevant Promotion and do not modify the general refund position established by this §4.

---

§5 Consumer Rights — European Union

5.1 Right of Withdrawal under Directive 2011/83/EU

Where the Participant is a Consumer within the meaning of §1.5(x) of the T&C and is a resident of a Member State of the European Union, the Participant has the right to withdraw from a distance contract without giving any reason within fourteen (14) calendar days from the date on which the contract is concluded, pursuant to Article 9(1) of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights ('CRD').

To exercise the right of withdrawal, the Participant must notify the Company by means of an unequivocal statement sent to legal@neomaaafunded.com before the expiry of the Withdrawal Period. The Participant may use the Model Withdrawal Form (Annex A to the T&C) but is not obliged to do so.

5.2 Digital-Content Exemption — Article 16(m)

Pursuant to Article 16(m) of Directive 2011/83/EU, read together with Article 8(7) of that Directive (see also Directive (EU) 2019/770 on digital content and digital services), the right of withdrawal does not apply to the supply of digital content not provided on a tangible medium if: (i) performance has begun with the consumer's prior express consent; and (ii) the consumer has acknowledged that they thereby lose the right of withdrawal; and (iii) the Company has provided confirmation of the contract in accordance with Article 7(2) and Article 8(7) of Directive 2011/83/EU.

COMPANY POSITION: upon checkout for any paid Funded Evaluation Account or Express Evaluation Account, the Participant is presented with an express-consent checkbox in the following terms (in accordance with §15.8(2) of the T&C):

> "I expressly request immediate access to the digital content and digital services provided under the Terms and Conditions, and I acknowledge that I will lose my right of withdrawal under Article 16(m) of Directive 2011/83/EU, read together with Article 8(7) of that Directive (see also Directive (EU) 2019/770 on digital content and digital services), once the digital content has been supplied or the digital service has been fully performed with my prior express consent."

The Participant must affirmatively tick this checkbox before payment is processed. The Company shall log the timestamp, IP address, and user identifier for each such acknowledgement. Until the checkout checkbox is implemented (no later than 1 June 2026), the Participant retains the full 14-day Withdrawal Period under Article 9(1) of Directive 2011/83/EU.

5.3 Exemption for Fully Performed Services — Article 16(a)

Pursuant to Article 16(a) of Directive 2011/83/EU, the right of withdrawal does not apply to service contracts where the service has been fully performed before the expiry of the withdrawal period and performance commenced with the consumer's prior express consent, and the consumer acknowledged that they would lose their right of withdrawal once the contract had been fully performed. Delivery of Credentials constitutes commencement of performance of the service for the purposes of Article 16(a).

5.4 Partial Performance — Pro-rata Refund

Where the Participant exercises the right of withdrawal before full performance of the service, the Participant shall pay the Company an amount proportionate to the volume of service actually provided at the moment of withdrawal, in accordance with the principles set out by the Court of Justice of the European Union in Case C-641/19 PE Digital. The Company shall refund the remaining amount within fourteen (14) days using the same payment method as the original transaction, unless the Participant has expressly agreed otherwise. Regulation 36 of the UK CCRs (governing performance of services during the cancellation period) applies to this §5.4 in respect of UK-resident Participants.

5.5 Spain — TRLGDCU

For Participants resident in Spain, Article 102.2(m) of Real Decreto Legislativo 1/2007, de 16 de noviembre (TRLGDCU) (the Spanish equivalent of Article 16(m) of the CRD — digital-content exemption) and Article 103(m) of TRLGDCU (the Spanish equivalent of Article 8(7) of the CRD — durable-medium confirmation) apply, providing the same 14-day withdrawal period and the same exemptions for digital content as Articles 9 and 16(a)+(m) of Directive 2011/83/EU as transposed into Spanish law. The express-consent checkout flow described in §5.2 satisfies the requirements of Spanish law when correctly implemented. The simulated educational product falls within the digital-service exemption under TRLGDCU upon correct acknowledgement by the Participant.

For resolution of consumer disputes, Spanish Participants may contact the Junta Arbitral de Consumo (Consumer Arbitration Committee) or the Organización de Consumidores y Usuarios (OCU — www.ocu.org) as primary recourse. Recourse to the Comisión Nacional del Mercado de Valores (CNMV — www.cnmv.es) applies only if the dispute establishes that the product falls within CNMV regulatory scope, which the Company contests given the educational and simulation nature of its services.

5.6 Procedure for Submitting a Withdrawal Request (EU)

To exercise the right of withdrawal under Directive 2011/83/EU, the Participant shall send an unequivocal written statement to legal@neomaaafunded.com before the expiry of the 14-day Withdrawal Period. The Company shall acknowledge receipt and process the refund within fourteen (14) days using the same payment method as the original transaction.

---

§6 Consumer Rights — United Kingdom

6.1 Applicable Law

For Participants resident in the United Kingdom, The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134) ('UK CCRs') apply, granting consumers in respect of distance contracts the right to cancel within fourteen (14) calendar days (Regulations 29–31 of the UK CCRs).

Note on UK CCRs Regulations 36 and 37: Regulation 36 of the UK CCRs (services in the cancellation period — partial performance, pro-rata payment) applies in the context of §5.4 of this Policy. Regulation 37 of the UK CCRs (digital content exemption) applies in the context of §6.2 of this Policy (digital content not on a tangible medium). These two Regulations address distinct subject matter and are not treated as a single provision in this Policy.

6.2 Digital-Content Exemption (Regulation 37 of the UK CCRs)

Pursuant to Regulation 37 of the UK CCRs, the right to cancel does not apply to digital content not provided on a tangible medium where: (i) performance has begun with the consumer's prior express consent; and (ii) the consumer has acknowledged that they thereby lose the right to cancel.

The express-consent checkout flow described in §5.2 of this Policy applies equally to UK-resident Participants.

6.3 Rights After the Withdrawal Period

After the expiry of the 14-day cancellation period, refund rights of UK-resident Participants are governed by §4 of this Policy. Nothing in this Policy excludes rights provided by mandatory consumer legislation of the United Kingdom, including the Consumer Rights Act 2015 (legislation.gov.uk).

6.4 Escalation Routes (UK)

UK-resident Participants may seek advice and assistance from:

- Citizens Advice (www.citizensadvice.org.uk);
- Trading Standards (via local authorities);
- the Information Commissioner's Office (ICO — ico.org.uk) for personal-data matters.

---

§7 Consumer Rights — UAE

7.1 Applicable Law

For Participants qualifying as consumers under UAE law, UAE Federal Law No. (15) of 2020 on Consumer Protection ('UAE Consumer Protection Law') and Cabinet Decision No. 66 of 2023 on the Implementing Regulation of Federal Law No. (15) of 2020 apply.

7.2 Refund Rights under UAE Law

UAE Federal Law No. (15) of 2020 on Consumer Protection establishes consumer rights to safe, quality goods and services. In respect of digital services where performance has commenced with the consumer's consent, the UAE Consumer Protection Law does not provide for an automatic right to a refund analogous to the European 14-day Withdrawal Period; however:

1. where the service provided materially differs from that described, the consumer may seek redress pursuant to applicable UAE law;
2. billing errors, documented technical failures, and instances of inability to use a purchased service for reasons outside the consumer's control are to be addressed in accordance with §4.2 of this Policy.

7.3 Escalation Routes (UAE)

UAE-resident Participants may contact the UAE Ministry of Economy via the consumerrights.ae portal in the event of unresolved disputes with a service provider. The Company cooperates with competent authorities within the framework of applicable UAE law.

§8 Consumer Rights — United States

8.1 Absence of a Federal Cooling-Off Period

Unlike the EU and the United Kingdom, the United States does not have a single federal law establishing a universal cooling-off period for online purchases. Refund rules for online purchases are regulated at the state level.

8.2 State-Level Rights

Where the law of a particular state grants consumers a cooling-off period or refund rights in respect of digital services, the Company shall comply with such rights. Participants resident in the following states (among others) should note potentially applicable provisions:

- California: California Business and Professions Code §17538 and the Consumer Legal Remedies Act;
- New York: New York Arts & Cultural Affairs Law §11.01 and general consumer-protection provisions;
- Illinois: Illinois Consumer Fraud and Deceptive Business Practices Act.

Participants from other states who believe that the law of their state grants them a refund right should send a request to legal@neomaaafunded.com specifying the applicable provision.

8.3 Regulatory Bodies (USA)

US-resident Participants may contact:

- the Federal Trade Commission (FTC — ftc.gov) regarding unfair or deceptive trade practices;
- the State Attorney General of their state;
- the Better Business Bureau (BBB — bbb.org) for out-of-court resolution.

§9 Other Jurisdictions

9.1 Principle of Mandatory-Law Priority

Where the Participant is resident in a jurisdiction not covered by §§5–8 of this Policy and mandatory consumer or other mandatory law of that jurisdiction grants the Participant broader rights in respect of refunds or withdrawal from contracts than those established by this Policy, the mandatory-law provisions shall apply to the extent that they exceed the provisions of this Policy.

9.2 Mechanism of Application

This Policy does not limit or exclude any rights of the Participant that cannot be limited under the mandatory law of their country of habitual residence. Where the Participant considers that the mandatory legislation of their jurisdiction grants them rights beyond the scope of this Policy, the Participant shall notify the Company at legal@neomaaafunded.com specifying the applicable provision, and the Company shall review such request on an individual basis.

9.3 Liability in Other Jurisdictions

Nothing in §16.3(c)+(d) of the T&C is modified by this §9. The mandatory consumer-law carve-outs provided by §16.3 of the T&C remain in full force.

§10 Refund Request Procedure

10.1 Steps for Submitting a Request

To have a refund request considered, the Participant must complete the following steps:

Step 1. Submit a request by email. The Participant shall send an email to support@neomaaafunded.com with the subject line: “Refund Request — [Account ID]”.

Step 2. Provide the required information. The request must include:

- the Account ID or order number;
- the date of purchase and the payment method used;
- the ground for the refund from among those set out in §4.2 or §§5–9 of this Policy;
- documentary evidence, where the ground relates to a technical failure, billing error, or material discrepancy between the product and its description;
- the Participant’s jurisdiction of residence — where relying on rights under §§5–9.

Step 3. Receive acknowledgement. The Company shall send an acknowledgement of receipt of the request within five (5) business days of receiving it.

Step 4. Review and decision. The Company shall issue a decision on the request within fourteen (14) business days from the date of receipt of the confirmed complete request. This period may be extended to thirty (30) business days in cases requiring further investigation (for example, where technical failures require infrastructure logging, or where legal matters require analysis of applicable law). The Company shall notify the Participant of any extension before the expiry of the initial 14-business-day period.

10.2 Method of Refund and Currency

Where a decision is made to grant the request, the refund shall be made:

- to the original payment instrument used at the time of purchase;
- in the original currency of the transaction;
- within seven (7) to fourteen (14) business days from the date of approval of the request.

In exceptional circumstances where a refund to the original payment method is technically impossible (for example, where a card has expired or a payment account has been closed), the Company shall agree an alternative method of refund with the Participant.

10.3 Status of Demo Accounts and Unpaid Accounts

This §10 applies exclusively to paid products. Free Demo Accounts are not subject to refund as no fee was paid for them.

10.4 Partial Refunds

Where the Participant has used a portion of the paid service prior to submitting a refund request, the Company may make a proportionate (partial) refund corresponding to the unused portion of the service, except where applicable mandatory law requires a full refund.

---

§11 Chargeback

11.1 Recommendation to Contact the Company First

Before initiating a chargeback procedure through their bank or payment operator, the Participant must notify the Company in accordance with §10 of this Policy and give the Company the opportunity to resolve the dispute directly. This requirement is based on the following: direct contact with the Company generally resolves the issue more quickly than a chargeback procedure through a payment operator, which may take up to 90 days. This provision is formulated in accordance with the requirements of Council Directive 93/13/EEC on unfair terms in consumer contracts and does not prevent the consumer from using legitimate payment-operator protection mechanisms.

11.2 Consequences of Initiating a Chargeback Without Prior Notification

Where the Participant initiates a chargeback procedure without prior notification to the Company in accordance with §10, the Company may suspend access to all of the Participant's accounts for the duration of the payment operator's review of the dispute. Such suspension is temporary pending resolution of the dispute and does not constitute final account closure.

11.3 Unwarranted Chargebacks

Where the payment operator's review establishes that a chargeback was unwarranted (in particular, constituted fraud or was submitted in breach of contractual terms, where the service was in fact used and no ground for refund existed under §4.2 or §§5–9), the Company may:

1. apply to the Participant an administrative fee in a reasonable amount reflecting the Company's documented costs of addressing the unwarranted chargeback (excluding legal representation fees for court proceedings unrelated to the administrative review);
2. close all of the Participant's accounts and deny further access to the services.

The formulation of this §11.3 deliberately does not include a provision for "all legal fees", as such formulation may be characterised as an unfair contractual term within the meaning of Article 3 of Council Directive 93/13/EEC. Any costs recovered by the Company must be reasonable, proportionate, and documented.

11.4 Interaction with §17.9 of the T&C (Set-off)

Where, at the time of initiation or resolution of a chargeback, a Crystallised Benefit Program Amount exists, the Company may apply Set-off in accordance with §17.9 of the T&C. Set-off under §17.9 constitutes a separate mechanism from a refund and does not give rise to any obligation on the Company's part to refund an Evaluation Fee.

---

§12 Benefit Program Payments (Distinction from Refunds)

12.1 Fundamental Distinction

Performance Rewards and Benefit Program payments pursuant to §17 of the T&C are not refunds in any legal sense. This fundamental distinction has the following significance:

- **Refund** — the return of an Evaluation Fee or other charge paid by the Participant to the Company for access to a product. Refunds are the subject of this Policy.
- **Performance Reward / Benefit Program** — a payment by the Company to the Participant in recognition of the Participant's results in a simulated trading environment. This payment is governed by §17 of the T&C and constitutes consideration under a separate mechanism.

12.2 Conditions for Benefit Program Payment

Benefit Program payments are subject to all conditions of §17 of the T&C, including:

1. the account being in Good Standing (§17.1(a) of the T&C);
2. exclusive use of Approved Builds (§17.1(b), §1.5(s) of the T&C);
3. completion of the Pre-Crystallisation Review (§17.4 of the T&C);
4. Operational Budget Availability (§17.3, §1.5(t) of the T&C);
5. completion of the Post-Crystallisation Compliance Review (§17.2 of the T&C).

A Benefit Program payment is not conditional upon, and does not affect, the Participant's right to a refund of the Evaluation Fee.

12.3 Clawback and Set-off — Not Refunds

The Clawback mechanism (§17.8 of the T&C) constitutes the Company's right to demand repayment of a previously paid Crystallised Benefit Program Amount upon subsequent discovery of Participant violations. This is a mechanism operating in the Company's favour and applicable exclusively to Benefit Program payments. Clawback is not related to any refund of the Evaluation Fee.

The Set-off mechanism (§17.9 of the T&C) enables the Company to offset amounts owed by the Participant, including Account Prices recovered through chargebacks, against the Crystallised Benefit Program Amount. Set-off is likewise not a refund.

12.4 "Refund-on-Success" Mechanism via Promotions

Certain Company Promotions provide for refund of the Evaluation Fee following the first Benefit Program payment ("refund-on-success"). This mechanism is not a Performance Reward within the meaning of §17 of the T&C and constitutes a separate contractual obligation of the Company arising exclusively under the specific Promotion. The terms of each such Promotion are published on neomaaafunded.com and are fixed for the account purchased under it, in accordance with §11 of the T&C.

---

§13 Amendments to this Policy and Contact Details

13.1 Notice of Amendments

The Company may amend this Policy in accordance with the amendments regime established by §1.3 of the T&C. In respect of material amendments to the Policy, the following rules apply:

(a) The Company shall notify Participants of material amendments to the Policy by: - sending an email notification to the address provided by the Participant upon registration; and - posting a notice of the amendments on neomaaafunded.com

no less than thirty (30) days before the amendments take effect.

1. Amendments apply to purchases made on and from the effective date of the amendments. Purchases made before that date are subject to the version of the Policy in force at the time of the relevant purchase.
2. Continued use of the services after the amendments take effect constitutes acceptance of the updated Policy in respect of future purchases.

13.2 Immediately Effective Amendments

Amendments falling within §1.3(a) of the T&C (in particular, amendments for the purpose of preventing fraud, ensuring information security, complying with regulatory requirements, or satisfying AML/CTF obligations) take effect immediately without 30-day prior notice.

13.3 Contact Details

For all enquiries relating to this Policy:

Subject	Email address
Refund requests	support@neomaaafunded.com
Legal escalations and withdrawal from contract (EU/UK)	legal@neomaaafunded.com
Personal data matters (GDPR, UAE PDPL)	privacy@neomaaafunded.com

Postal address for formal notices: Neom Triple A Information Technology LLC, The Binary by Omniyat, Office 2114, Business Bay, Dubai, UAE.

13.4 Version Archive

All previous versions of the Refund Policy are retained by the Company and are available on request at legal@neomaaafunded.com for the purpose of ensuring contractual certainty in respect of purchases made during the period of the relevant version.

Governing Law and Dispute Resolution

This Policy is governed by the law of the Emirate of Dubai and UAE federal law pursuant to §19.1 of the T&C, without prejudice to the mandatory consumer-law provisions of the Participant's country of habitual residence applicable by virtue of Article 6 of Regulation (EC) No 593/2008 (Rome I). Disputes are resolved in accordance with §19 of the T&C (DIAC arbitration, Dubai), except where the mandatory consumer law of the applicable jurisdiction grants the Participant the right to bring proceedings before a court in their place of residence.

Neom Triple A Information Technology LLC — Refund Policy v4.0.1 — Publication Date: 24 September 2026