

Vivid Points Program - Prime

1. Prerequisites

- Only Prime Clients of Vivid Money are eligible for the Vivid Points Program – Prime. Every Prime Client of Vivid Money is entitled to participate in the Vivid Points Program – Prime.
- Prime Clients receive reward points from Vivid Money ("**Vivid Points**") for the offline purchase of goods or services of certain categories ("**Categories**") outside the European Economic Area (EEA). Depending on the Category, the Vivid Points are granted as a certain percentage of the purchase price in EUR per conclusion of an offline purchase or service contract ("**Transaction**"). Each Vivid Point is worth EUR 1.00. For example, if the Prime Client makes a purchase in a restaurant in the US for EUR 100 (after conversion from USD to EUR), the Prime Client might (depending on the then applicable conditions) receive three (3) Vivid Points (3% of the Transaction purchase price in EUR = EUR 3.00 = 3 Vivid Points). By purchase, it means any successful card transaction or direct debit, which wasn't reversed.
- Vivid Points for the Categories are as follows: Vivid Points in the amount of 3% of the purchase price on any offline purchase in restaurants (decisive is the merchant category "dining out" for the respective place) outside the EEA and Vivid Points in the amount of 1% of the purchase price on any other offline purchase outside the EEA.
- Prime Clients receive Vivid Points in the amount of 0.1% on the purchase price for all other purchases outside the EEA and on all purchases in the amount of EUR 1 and more (regardless of their type, i.e. for any purchases in offline places, for any online purchases and for any direct debit purchases) within the EEA.
- Prime Clients receive reward points from Vivid Money for the purchase of goods or the use of services ("**Vivid Points**") from partner companies ("**Partners**"). By purchase, it means any successful card transaction or direct debit, which wasn't reversed.
- Each Vivid Point is worth EUR 1.00. The Vivid Points are granted on the basis of the gross amount of the Transaction value (including VAT) without incidental costs such as packaging and/or shipping costs or other fees charged by the Partner. Vivid Points can only be granted if the customer buys directly in the shop of the Partner and not via third party shops. Information on the Partners as well as the type, scope and conditions of the respective Vivid Points granted for Transactions with the Partners can be found in the Vivid Money App. The Partners of the Vivid Points Program – Prime and the type, scope and conditions of the respective Vivid Points granted may change at any time.
- When purchasing products from a Partner or using the Services of a Partner, a contractual relationship exists exclusively between the Partner and the customer. Vivid Money is not responsible for the performance and behaviour of the Partner or the products or services purchased via the Partner.

2. Linking of Vivid Points to Stocks and Redemption of Vivid Points

- As soon as the Vivid Points are credited to the Reward Pocket in the Prime Client's Bank Account, the Prime Client shall link the Vivid Points to one of the stocks listed in the Reward Pocket ("**Stocks**").
- As soon as the Prime Client has linked the Vivid Points to a certain Stock, the amount of Vivid Points depends on the changes in Stock prices. For example, if the Prime Client has linked the

Vivid Points to the Apple Stock and the Stock price of Apple increases by 2.0%, the Vivid Points will also increase by 2.0%, e.g. 2 Vivid Points would then increase to 2.04 Vivid Points.

- In case of a decrease of the Stock price of the Stock linked to the Vivid Points, the amount of Vivid Points will also decrease, but not below the total initial amount of Vivid Points received by the Prime Client. However, the Vivid Points will only start again to be higher than the initial amount of Vivid Points when the Stock price is (again) higher than it was when the Vivid Points were originally linked to the Stock price.
- The Prime Client can decide to link the Vivid Points to a different Stock at any time. In such a case only Vivid Points that have been credited to the Prime Client's Vivid Reward Pocket after this decision will be linked to the different Stock. Vivid Points that had been linked to the previous Stock remain linked to that previous Stock.
- The current balance of the amount of Vivid Points under consideration of the development of the prices of the Stocks linked to the Vivid Points can be seen by the Prime Client in the Rewards Pocket.
- The Prime Client can redeem Vivid Points at any time after he has linked the Vivid Points with a certain Stock. The Prime Client can only redeem all Vivid Points and not parts of the Vivid Points.
- In case that the Prime Client redeems the Vivid Points, the Prime Client will receive a payment in Euro equalling the value of the Vivid Points into his Main Pocket. For example, if the Prime Client has 2.04 Vivid Points in the Prime Client's Reward Pocket, the Prime Client will receive EUR 2.04 in his Main Pocket.

3. Miscellaneous

- The Vivid Points Program – Prime is a bonus program for existing customers of Vivid Money and is no investment. The Vivid Points Program – Prime necessarily includes the linking of the Vivid Points to stocks. Vivid Points cannot be redeemed before such linking. Vivid Points cannot be assigned to any other person. Vivid Points cannot be traded and are generally unsuitable for trading due to such restriction, since the linking occurs at a very individual time and due to the restrictions to the Vivid Points.
- Each Prime Client can receive a maximum amount of 100 Vivid Points (= equivalent of EUR 100.00) per month. This maximum amount applies to all Vivid Points Programs (Prime, Online and Champions), i.e. each Prime Client may receive a total maximum amount of 80 Vivid Points for the Vivid Points Programm - Prime per month and 20 Vivid Points per month for the Vivid Points Program – Special Offers and the Vivid Points Program – Champions. This maximum amount of Vivid Points may change at any time by notification of Vivid Money effective from the month following the notification.
- If the authorization for a Transaction for which Vivid Points have been credited to the Prime Client is cancelled or if a Transaction for which Vivid Points have been credited to the Prime Client is reversed (e.g. by return of the purchased goods by the Prime Client) as well as in the event of misuse or fraud by the Prime Client, Vivid Money reserves the right to cancel the corresponding Vivid Points. Vivid Money also reserves the right to amend the Vivid Points accordingly if the Transaction amount changes after the Vivid Points have been credited to the Prime Client.
- The Vivid Points are credited to the Reward Pocket of the Prime Client's Bank Account immediately after authorization of the Transaction.
- In the event of incorrect credits of Vivid Points to the Prime Client's Reward Pocket for technical reasons, Vivid Money reserves the right to amend the corresponding Vivid Points in order to rectify the incorrect credits.
- Vivid Points are not transferable. The Prime Client cannot transfer money to the Reward Pocket in order to convert such money into Vivid Points.
- The Prime Client shall check the Vivid Points balance in the Vivid Reward Pocket of the Prime Client's Bank Account at least once a month for the previous month. If Transactions of the



previous month are not listed at all, or if the stated amounts are incorrect, the Prime Client shall inform Vivid Money until the end of the month following the month of the respective Transaction, enclosing the proof of purchase and information about the purchase. In the event of a late complaint, the Prime Client's claim to the granting of Vivid Points for the Transaction concerned shall be forfeited.

- Participation in the Vivid Points Programs (Prime, Online and Champions) can be terminated by the Prime Client at any time without any notice period.
- In the event of misuse of the Vivid Points Program – Prime by a Prime Client or fraud of a Prime Client in connection with the Vivid Points Program – Prime Vivid Money can immediately terminate the participation of that Prime Client in the Vivid Points Program – Prime. In such a case Vivid Money reserves the right to cancel the corresponding Vivid Points and to reverse the credit in the amount of the value of the redeemed Vivid Points.
- Changes or amendments to the prerequisites for the Vivid Points Program or the termination of the Vivid Points Program shall be possible for Vivid Money upon notification without observing any notice period.