

## Vivid Special Terms and Conditions

### Bank Account Access Services

#### 1. Scope of application

- 1.1 These special terms and conditions ("**STC-Bank Account**") apply to the business relation between the customer and Vivid as provider of a mobile application ("**Vivid App**") and a website [www.vivid.money](http://www.vivid.money) ("**Vivid Web**" - Vivid Web and Vivid App collectively referred to as "**Vivid Web + App**") and regulate the Vivid Bank Card Access Services provided by Vivid.
- 1.2 The STC-Bank Account supplement the Vivid General Terms and Conditions ("**GTC**") and the Vivid Special Terms and Conditions Web + App ("**STC-Web + App**") and must be read together with the Vivid Special Terms and Conditions Debit Card Access Services ("**STC Debit Card**"). Terms not defined in the STC-Bank Account shall have the meaning given to them in the GTC, the STC-Web + App or the STC Debit Card.

#### 2. Vivid Bank Account Access Services

- 2.1 Vivid offers the customer the opportunity to open and operate so called "**Pockets**". Pockets consist of one or more bank accounts. When the Vivid Bank Account Registration has been successfully completed, Vivid will generate one Pocket ("**Main Pocket**") which consists of:

a SEPA-connected EUR-denominated bank account ("**Vivid SEPA EURO Account**")

(together with possible "**Additional Accounts**", the "**Vivid Bank Accounts**") via the Vivid App ("**Vivid Bank Account Access Services**").

- 2.2 In the Vivid App, customer can open further Pockets, each comprising at least one Vivid Bank Account.
- 2.3 Additional Accounts can be additional SEPA-connected EUR-denominated bank accounts and foreign currency accounts ("**Foreign Currency Accounts**") chosen when opening Pockets or later added to a Pocket. Further details are set forth in the Solarisbank's Special Terms and Conditions for the Vivid Money Account which can be found at <https://www.solarisbank.com/en/customer-information/> ("**Solarisbank Special Terms and Conditions for the Vivid Money Account**").
- 2.4 "**SEPA-connected**" means that the respective account has an own bank account number and IBAN and can be used for incoming and outgoing SEPA transfers.
- 2.5 A Foreign Currency Account can be used for (i) buying and selling the respective currency against Euro and keeping such foreign currency amounts on the respective account, (ii) transactions with a Vivid Card connected to the Pocket of the Foreign Currency Account, (iii) transferring funds in the foreign currency to other customers of Vivid who have a Foreign Currency Account in the same currency but cannot be used for making or receiving SEPA or other transfers.



26 October 2020

2.6 The Vivid Bank Account Access Services are provided with the use of the Vivid App as the tool to access the Vivid Bank Accounts, initiate payments and perform certain other actions as further described in the Solarisbank Special Terms and Conditions for the Vivid Money Account.

#### 2.6.1 Accounts management

- (a) A customer may change an account management plan at any given time in the App. When upgrading, the customer must have sufficient available balance for one monthly fee payment.
- (b) A customer may choose to prolong an account management plan or choose to decline prolongation at any moment via the App. The monthly fee is paid once a month in advance for the upcoming monthly fee period. If you pay your monthly fee on February 2nd then the next monthly fee will be charged on March 2nd — the same day each month. If your next payment date is scheduled for a date that does not occur in a given month, you will be charged on the last day of that month instead. If a customer's available balance on Vivid SEPA EURO Account on a customer's Main Pocket is less than the agreed monthly fee, no monthly fee will be taken from the customer's account and the customer will be transferred to a free account management plan.

2.7 Further details of the functionalities of the Vivid Bank Accounts can be found in Solarisbank's Special Terms and Conditions for the Vivid Money Account and on [www.vivid.money](http://www.vivid.money).

### 3. Shared Pockets

3.1 The customer can share any Pocket (then a "**Shared Pocket**") with other Vivid customers with an active Vivid bank account ("**User**") using the "Share Pocket" feature in the Vivid App as described in detail in the Solarisbank Special Terms and Conditions for the Vivid Money Account. The customer will thereby grant to the User a bank power of attorney (*Bankvollmacht*) authorizing the User to

- (a) view the balance and transactions on the Shared Pocket
- (b) or view the balance and transactions on the Shared Pocket initiated by the User solely,
- (c) access account statements for the Shared Pocket, if wanted by the customer,
- (d) provide currency exchange between different accounts in the Shared Pocket,
- (e) link a Vivid debit card to such Shared Pocket,
- (f) transfer money to and from such Shared Pocket (i) from and to other Pockets, (ii) via SEPA transfers or (iii) using the linked Vivid debit card,
- (g) view other information relating to the Shared Pocket.

Note that any User can dispose of the full balance on the Shared Pocket. Any action or transaction of the User with respect to the Shared Pocket will be deemed to be an action or transaction in the name and on behalf of the customer. The Shared Pocket is not a joint bank account (*Gemeinschaftskonto*). The customer will remain the sole economic beneficiary of the funds on the Shared Pocket. Each payment made from the Shared Pocket is deemed to be a payment of the customer, regardless of who triggered the payment. On the other hand, each

26 October 2020

incoming credit transfers to the Shared Pocket is considered to be a credit in favour of the customer.

3.2 The customer can revoke the power of attorney regarding a Shared Pocket granted to a User at any time using the “Deny Access” feature in the Vivid App.

This will not affect any action or transaction authorized by the User until that time. A User can also leave a Shared Pocket. This will also terminate the respective power of attorney. The power of attorney is not affected by the death of the customer but will remain effective. In case of the death of the User, the power of attorney ceases with his death. In case insolvency proceedings are opened with respect to the assets of the customer, all powers of attorney for his Shared Pockets will be revoked and the Shared Pockets will be converted to normal, unshared Pockets.

#### **4. Vivid acting as outsourcing provider for Solarisbank**

4.1 Any Vivid Bank Account is provided by Solarisbank.

4.2 The operation of a bank account is to be classified as banking business pursuant to section 1 para 1 of the German Banking Act (*Kreditwesengesetz* - "**KWG**") and payment service pursuant to section 1 para 1 of the German Payment Service Supervisory Act (*Zahlungsdienstenaufsichtsgesetz* - "**ZAG**").

4.3 Vivid is not licensed to provide banking business pursuant to section 32 para 1 KWG or payment services pursuant to section 10 para 1 ZAG and provides Bank Account Access Services therefore exclusively as outsourcing provider (*Auslagerungsunternehmen*) pursuant to section 25b KWG or section 26 ZAG for Solarisbank.

#### **5. Access to Vivid Bank Account Access Services**

5.1 Following Registration and receipt of a confirmation in accordance with section 4.4 STC-Web + App the customer will be given the opportunity to select Vivid Bank Account Access Services (which can only be selected together with Vivid Debit Card Access Services).

5.2 Access to the Vivid Bank Account Access Services requires the customer to comply with the registration procedure ("**Vivid Bank Account Registration**") as set forth in the STC-Web + App.

5.3 By completing the Vivid Bank Account Registration the customer makes a binding offer

(a) to Solarisbank for entering into a contract on the use of bank account(s) on the basis of the Solarisbank Special Terms and Conditions for the Vivid Money Account and

(b) to Vivid for entering into a contract on the use of the Vivid Bank Account Access Services on the basis of the Vivid Terms and Conditions.

5.4 If Vivid accepts such offer in its own name and in the name of Solarisbank it will send a confirmation to the customer Email Address as a consequence of which the customer shall be entitled to use the Vivid Bank Account Access Services.

#### **6. Vivid Subscription Payment Management Services**

6.1 With the Vivid App the customer can manage recurring payments in form of standing orders, SEPA direct debits and credit card payments ("**Vivid Subscription Payment Management Services**"). The customer can (i) manage the settings for standing orders, (ii) revoke an executed



26 October 2020

single direct debit payment transaction, or (iii) object to an upcoming debit card transaction. The above options are subject to and limited by applicable law and the Solarisbank Special Terms and Conditions for the Vivid Money Account.

**7. Processing of Customer Orders in relation to Vivid Bank Account Access Services**

For details regarding Customer Order Processing Conditions in relation to the Vivid Bank Account Access Services please refer to the Prices + Services Schedule which can be found under <https://www.solarisbank.com/en/customer-information/> and under [www.vivid.money](http://www.vivid.money).