

## **Vivid Special Terms and Conditions**

### **Multi-Currency Trading Services**

#### **1. Scope of application**

- 1.1 These special terms and conditions ("**STC-Multi-Currency Trading**") 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 Multi-Currency Trading Services provided by Vivid.
- 1.2 The STC-Multi-Currency Trading 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 Bank Account Access Services ("**STC Bank Account**") and the Vivid Special Terms and Conditions Debit Card Access Services ("**STC-Debit Card**"). Terms not defined in the STC-Multi-Currency Trading shall have the meaning given to them in the GTC, the STC-Web + App or the STC Bank Account.

#### **2. Multi-Currency Trading**

- 2.1 Vivid, on behalf of solarisBank and in its capacity as a tied agent, brokers transactions involving the purchase and sale of foreign currencies ("**Multi-Currency Trading Services**"). Vivid further prepares, transmits and processes the respective orders regarding payment transactions in foreign currency to solarisBank.
- 2.2 solarisBank keeps the foreign currency account(s) ("**Foreign Currency Account(s)**") for the customer. The foreign currencies offered by solarisBank are set out in the List of Prices and Services which can be found under <https://www.solarisbank.com/en/customer-information/> and [www.vivid.money](http://www.vivid.money).
- 2.3 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 Supercard 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 (iv) can not be used for making or receiving SEPA or other transfers.

#### **3. Vivid acting as tied agent for solarisBank**

- 3.1 Multi-Currency Trading Services are to be classified as investment broking (*Anlagevermittlung*) pursuant to the German Banking Act (*Kreditwesengesetz* - "**KWG**").
- 3.2 Vivid is not licensed to provide banking business or financial services pursuant to the KWG and provides Multi-Currency Trading Services therefore exclusively as tied agent under the KWG in the name of, for the account of and under the full liability of solarisBank.
- 3.3 solarisBank will assume civil liability to the customer in respect of Vivid's activity as a tied agent for the Multi-Currency Trading Services. The customer may hence bring any claims on account of breaches of duty relating to Vivid's brokerage services for the Multi-Currency Trading Services directly against solarisBank.

#### **4. Access to Vivid Multi-Currency Trading Services**

- 4.1 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 Multi-Currency Trading Services (which can only be selected together with Vivid Bank Account Access Services).
- 4.2 Access to the Vivid Multi-Currency Trading Services requires the customer to comply with the registration procedure ("Vivid Multi-Currency Trading Registration") as set forth in the STC-Web + App.
- 4.3 By completing the Vivid Multi-Currency Trading Registration the customer makes a binding offer
- (a) to solarisBank for entering into a contract on the use of Foreign Currency Account(s) on the basis of the "Special Terms and Conditions for Foreign Currency Accounts" by solarisBank (please see for further details: <https://www.solarisbank.com/en/customer-information/>), and
  - (b) to Vivid for entering into a contract on the use of the Vivid Multi-Currency Trading Services on the basis of the Vivid TC.
- 4.4 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 Multi-Currency Trading Services.

#### **5. Processing of Customer Orders in relation to Vivid Multi-Currency Trading Services**

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

#### **6. Exchange rates**

The exchange rate will be displayed in the Vivid App before the exchange is being executed. Please refer to the solarisBank Special Terms and Conditions for Foreign Currency Accounts regarding the determination of the exchange rate.

#### **7. Tax**

solarisBank and Vivid will not withhold any tax on multi-currency transactions. Customers should be aware that gains arising from multi-currency transactions may be subject to income tax.