

Vivid General Terms and Conditions

valid from 28 September 2023 (see below for terms applicable until such date)

1. Scope of application

1.1 These general terms and conditions ("**GTC**") apply to the entire business relation between the customer and Vivid Money GmbH ("**Vivid**") as provider of a mobile application ("**Vivid App**") and a website www.vivid.money ("**Vivid Web**" – Vivid Web and Vivid App collectively referred to as "**Vivid App + Web**").

1.2 Vivid offers the following services exclusively via the Vivid App (collectively referred to as "**Vivid Services**"):

- Access to a bank account ("**Vivid Bank Account Access Services**")
- Access to a debit card ("**Vivid Debit Card Access Services**")
- Access to a foreign currency account ("**Vivid Multi-Currency Trading Services**")
- possible further services provided by Vivid.

1.3 Any bank account and any debit card that can be accessed via the Vivid App will be provided by Solaris SE ("**Solaris**" or **Solaris**"), a CRR credit institution supervised by the German Federal Financial Supervisory Authority (BaFin) and the European Central Bank (ECB). Vivid will not perform any payment services on behalf of Solaris. All payment transactions executed on any such bank account or debit card will be processed and settled by Solaris under its own responsibility in accordance with the relevant provisions implementing Directive (EU) 2015/2366.

Note: Services may also be offered to Spanish customers by Solaris AG via the Spanish Branch of Solaris, Solaris SE Sucursal en España. This applies to customers who have received a Spanish IBAN.

1.4 The customer and Solaris will enter into a separate legal relationship governed by the general terms and conditions of Solaris and other contractual terms the customer and Solaris may decide to conclude (please see for further detail: <https://www.solarisgroup.com/customer-information/>).

Further, the usage of the Vivid Multi-Currency Trading Services also requires the successful onboarding with Vivid Money B.V., a Dutch regulated investment firm that is part of the Vivid group of companies, and is brokering purchases and sales of foreign currency via the Vivid App. The relationship with Vivid Money , and is subject to the separate terms and conditions of Vivid Money B.V. which can be accessed via <https://vivid.money/en-es/legal-documents/>

1.5 The GTC are supplemented by special terms and conditions ("**STC**") relating to each of the Vivid Services and the Vivid App + Web (the GTC and the STC together the "**Vivid TC**"). Each of the STC have set out a scope of application. In case of conflict between the provisions of an STC

and the GTC in an area covered by the scope of application of such STC, the provisions of such STC shall prevail. Individual agreements between the customer and Vivid shall prevail and take precedence over the Vivid TC.

- 1.6 The customer declares to have the capacity to contract under the conditions described below and in each STC if applicable, therefore, to be an emancipated minor or to be of legal majority and not to be protected under tutorship or curatorship regimes within the meaning of Spanish Civil Code.

2. Language of contract

The Vivid TC and all further documents referred to herein are provided to the customer and concluded in the Spanish language; English is a courtesy translation only. By entering into Vivid TC and using Vivid services, customers confirm that the customer understands the Spanish language and agrees to communicate with Vivid in the Spanish language as far as the legal relations arising under this agreement are concerned, including with respect to submitting and resolving any complaints.

3. Amendments to the Vivid TC

- 3.1 Any proposed amendments of the Vivid TC shall be generally notified to the customer by no later than two (2) months prior to their proposed effective date.
- 3.2 The customer may either approve or indicate disapproval of the amendments before their proposed effective date.
- 3.3 Any amendments shall be deemed to have been approved by the customer, unless the customer indicates disapproval before their proposed effective date. Vivid shall expressly draw the customer's attention to this tacit approval in its offer. If the customer is offered the changes, the customer may also terminate the agreement affected by the changes free of charge with immediate effect before the proposed effective date of the changes. Vivid shall expressly draw the customer's attention to this right of termination in its offer. If the customer terminates the agreement, the amendment shall not be applied to the terminated agreement.
- 3.4 Notwithstanding the foregoing paragraphs of Section 3, Vivid shall always be entitled to make any clarifications and make any changes to the Vivid TC that are not detrimental to the customer, without adhering to any notification period. In this case Vivid shall post a new version of the Vivid TC to the terms and conditions site. Further, Vivid and the customer may always agree on an earlier or immediate application of any proposed new terms; this applies in particular in case of new product features or functionalities that the customer has actively requested from Vivid.

4. Liability of Vivid

- 4.1 Vivid shall only be liable for foreseeable losses. Liability for indirect damage, in particular consequential damage, unforeseeable damage or atypical damage as well as loss of profit shall be excluded. The same applies to the consequences of industrial disputes, accidental damage and force majeure.
- 4.2 Vivid does not accept liability for damages arising to a customer as a result of using the services provided or contents published by Vivid.
- 4.3 The above stated limitation of liability shall not apply (i) in cases of intentional or grossly negligent behaviour on the part of Vivid or any of its vicarious agents, (ii) to any damage arising from injury to life, body, or health resulting from a breach of duty by Vivid or any of its vicarious agents; and

(iii) to the breach of any obligations, the proper fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which the customer may reasonably rely.

5. **Withdrawal period**

5.1 In the event that one or all the services offered by Vivid are not satisfactory, the customer has a legal period of fourteen (14) clear days from the day of GTC or STC (corresponding to the service in question) acceptance to terminate it/them, in accordance with article 71 of Royal Decree 1/2007, of 16 November, which approves the Law for the Defence of Consumers and Users, it being specified that when the fourteen (14) day period expires on a Saturday, Sunday or a holiday or non-working day, it is extended until the first following business day.

5.2 The customer must imperatively send the following withdrawal form (Annex 1) to Vivid or any other unambiguous statement expressing its willingness to withdraw, at the following email address info@vivid.money.

5.3 Any sum which will have been possibly perceived by Vivid during the withdrawal period will be refunded within 14 days as from the day when Vivid has knowledge of the retraction of the customer.

6. **Termination**

6.1 The customer may terminate the entire business relationship with Vivid, or individual parts thereof, at any time without observing a notice period. Vivid will also act as a messenger for communicating the customer's notice of termination to Solaris.

6.2 Vivid may terminate the entire business relationship with the customer, or individual parts thereof, at any time by way of an ordinary termination (ordentliche Kündigung) giving no less than two months' prior notice.

6.3 The customer's and Vivid's right to terminate the business relationship for good cause (wichtiger Grund) without observing a notice period shall remain unaffected. Examples for good termination causes are repeated violations of the Vivid TC, a serious one-time violation of the Vivid TC (including attempted deception of Solaris or Vivid by a customer deliberately providing false information), the termination of the contract for the services, or with respect to individual services, rendered by Solaris to which the Vivid Services provide access to or revocation of a customer consent to the collection and use of data by Vivid

6.4 The customer's right to access the Vivid Services ceases where Solaris or the customer has terminated the business relationship between Solaris and the customer. In case of an ordinary termination the customer's right to access the Vivid Services ceases with the expiry of the applicable notice period. In case of a termination without observation period, the customer's right to access the Vivid Services expires with immediate effect.

7. **Communications**

7.1 Communications between Vivid and the customer in connection with the Vivid Services and the Vivid App + Web will be in electronic form. Notifications by Vivid to the customer will be placed into an online inbox on the Vivid App set up individually for the customer ("**Customer Inbox**") and/or send to the Customer Email Address (as defined in the STC-App + Web), unless a notification in paper form is mandatorily required by law.

7.2 Notwithstanding section 6.1 GTC Vivid shall always be entitled to offer additional means of communication to the customer, e.g. customer service by telephone.

8. Prices

The amount of charges and expenses for the services provided by Solaris is set out in the List of Prices and Services, which is available at <https://www.solarisgroup.com/customer-information/> and on www.vivid.money.

9. Governing law and settlement of disputes

9.1 The Vivid TC shall be construed and governed in accordance with the laws of the Federal Republic of Germany, except for the provisions relating to updates of the Vivid TC (Section 3) which shall be construed under the laws of the country of residence of the customer. Besides this, consumers that qualify as consumers in accordance with article 3 of Royal Decree 1/2007, of 16 November, which approves the Law for the Defence of Consumers and Users, can rely on the mandatory consumer protection laws of their country of residence.

9.2 Disputes between the customer and Vivid shall only be brought before a German court. This applies when the customer appeals to a court as well as when Vivid does so. Exceptions to the above are: (a) if mandatory law indicates a different competent court, this is binding for the customer and Vivid - this means for example that for disputes with consumers the exclusive place of jurisdiction is to the courts at the residence of the consumer, (b) if a foreign court is competent for the customer, Vivid can submit the dispute to that court; (c) the customer can refer the dispute with Vivid to the competent dispute committees and complaint committees - information on the filing of such claims is contained in Vivid's precontractual information document (<https://website-static.vivid.money/static/legal-docs/en-es/pre-contractual-info.pdf>).

9.3 Additional details on the filing of any claims that (also) relate to Solaris are contained in the documentation prepared by Solaris made available at <https://www.solarisgroup.com/de/customer-information/spain/de-iban/spanish/> (or for customers of Solaris AG Sucursal en España <https://www.solarisgroup.com/de/customer-information/spain/es-iban/english/> and www.vivid.money).

10. Severability

If any provision of the present Vivid TC is held to be unenforceable, the enforceability of all remaining provisions shall not be affected thereby.

11. Complaints

The customer is invited to contact Vivid at www.vivid.money to present any questions or complaints using various channels. The customer may also address a complaint to the Vivid's Precontractual information document (<https://website-static.vivid.money/static/legal-docs/en-es/pre-contractual-info.pdf>).

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before 28 September 2023

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1.2 Vivid offers the following services exclusively via the Vivid App (collectively referred to as "**Vivid Services**"):

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- Access to a foreign currency account ("**Vivid Multi-Currency Trading Services**")
- possible further services provided by Vivid.

1.3 Any bank account and any debit card that can be accessed via the Vivid App will be provided by Solarisbank AG ("**Solarisbank**"), a CRR credit institution according to the banking Act supervised by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* - "**BaFin**") and the European Central Bank ("**ECB**"), and the customer and Solarisbank will enter into a separate legal relationship governed by the general terms and conditions of Solarisbank and other contractual terms the customer and Solarisbank may decide to conclude (please see for further detail: <https://www.solarisbank.com/de/informaciones-clientes/>).

1.4 The GTC are supplemented by special terms and conditions ("**STC**") relating to each of the Vivid Services and the Vivid App + Web (the GTC and the STC together the "**Vivid TC**"). Each of the STC have set out a scope of application. In case of conflict between the provisions of an STC and the GTC in an area covered by the scope of application of such STC, the provisions of such STC shall prevail. Individual agreements between the customer and Vivid shall prevail and take precedence over the Vivid TC.

2. Amendments to the Vivid TC

2.1 Any proposed amendments of the Vivid TC shall be notified to the customer by no later than two (2) months prior to their proposed effective date.

2.2 The customer may either approve or indicate disapproval of the amendments before their proposed effective date. The amendments shall be deemed to have been approved by the customer, unless the customer indicates disapproval before their proposed effective date. In the relevant communication regarding the amendment of the Vivid TC, Vivid shall expressly inform the client that, unless express opposition of the client to the proposed amendment, it will be understood as tacitly approved.

2.3 If the customer is offered the changes, the customer may also terminate the agreement affected by the changes free of charge and penalties with immediate effect from the communication of its will to terminate the agreement prior to the proposed effective date. Vivid shall expressly inform

the customer in the communication regarding the amendment of Vivid TC about its right of termination of the affected agreement.

- 2.4 Notwithstanding section 2.1. Vivid shall always be entitled to add new services to the existing offering and add terms and conditions for such services to the Vivid TC without complying with any notification period.

3. Liability of Vivid

- 3.1 Vivid shall only be liable for foreseeable losses. Liability for indirect damage, in particular consequential damage, unforeseeable damage or atypical damage as well as loss of profit shall be excluded. The same applies to the consequences of industrial disputes, accidental damage and force majeure.
- 3.2 Vivid does not accept liability for damages arising to a customer as a result of using the services provided or contents published by Vivid.
- 3.3 The above stated limitation of liability shall not apply (i) in cases of intentional or grossly negligent behaviour on the part of Vivid or any of its vicarious agents, (ii) to any damage arising from injury to life, body, or health resulting from a breach of duty by Vivid or any of its vicarious agents; and (iii) to the breach of any obligations, the proper fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which the customer may reasonably rely.

4. Termination

- 4.1 The customer may terminate the entire business relationship with Vivid, or individual parts thereof, at any time without observing a notice period. Vivid will communicate this circumstance to Solarisbank on behalf of the customer.
- 4.2 Vivid may unilaterally terminate the entire business relationship, totally or partially, with the customer at any time by means of a prior notice of no less than two months to the foreseen termination date.
- 4.3 The customer's and Vivid's right to terminate the business relationship, according to the provisions under article 1124 of the Spanish Civil Code shall remain unaffected. In particular and without limitation, the following examples of essential events of default of the client will be understood as cause for the automatic termination: are repeated violations of the Vivid TC, a serious one-time violation of the Vivid TC (including attempted deception of Solarisbank or Vivid by a customer deliberately providing false information), the termination of the contract for the services, or with respect to individual services, rendered by Solarisbank to which the Vivid Services provide access to or revocation of a customer consent to the collection and use of personal data by Vivid.
- 4.4 The customer's right to access the Vivid Services ceases where Solarisbank or the customer has terminated the business relationship between Solarisbank and the customer. In case of an ordinary termination the customer's right to access the Vivid Services ceases with the expiry of the applicable notice period. In case of a termination without observation period, the customer's right to access the Vivid Services expires with immediate effect.

5. Communications

- 5.1 Communications between Vivid and the customer in connection with the Vivid Services and the Vivid App + Web will be in electronic form. Notifications by Vivid to the customer will be placed into an online inbox on the Vivid App set up individually for the customer ("**Customer Inbox**")

and/or send to the Customer Email Address (as defined in the STC-App + Web), unless a notification in paper form is mandatorily required by law.

5.2 Notwithstanding section 5.1 GTC Vivid shall always be entitled to offer additional means of communication to the customer, e.g. customer service by telephone.

6. Prices

6.1 The amount of charges and expenses for the Vivid Services and the use of the Vivid App + Web is set out in the List of Prices and Services which is available at <https://www.solarisbank.com/de/informaciones-clientes/> and www.vivid.money.

6.2 If the customer makes use of a Vivid Service included therein, the charges and expenses stated in the then valid List of Prices and Services are applicable.

6.3 Any proposed amendments to the charges or expenses of Vivid Services that are typically used by customers within the framework of the business relationship on a permanent basis (e.g. account/securities account management) shall be notified to the customer by no later than two (2) months prior to their proposed effective date.

6.4 The customer may either approve or indicate disapproval of the amendments before their proposed effective date. The amendments shall be deemed to have been approved by the customer, unless the customer indicates disapproval before their proposed effective date. Vivid shall expressly inform the customer in its communication that the lack of opposition to the proposed amendment in the aforementioned term will imply its tacit approval. If the customer is offered the changes, the customer may also terminate the agreement affected by the changes free of charge and penalties with immediate effect before the proposed effective date of the changes. Vivid shall expressly inform the customer in the offer about its right of termination of the affected agreement.

6.5 Notwithstanding section 6.3 GTC Vivid shall always be entitled to add charges for new services to the existing offering without complying with any notification period.

7. Governing law

7.1 The Vivid TC shall be governed by common Spanish law.

7.2 The exclusive place of jurisdiction for all disputes arising from the Vivid TC shall be Madrid, unless otherwise provided by mandatory law.

8. Severability

If any provision of the present Vivid TC is held to be unenforceable, the enforceability of all remaining provisions shall not be affected thereby.

9. Complaints

The customer is invited to contact Vivid at www.vivid.money to present any questions or complaints using various channels. The customer may also address a complaint to the Vivid's contact point stated in the List of Prices and Services which is available at <https://www.solarisbank.com/de/informaciones-clientes/> and www.vivid.money.