

Vivid Invest Special Terms and Conditions - App

1. Scope of application

- 1.1. These Vivid Invest Special Terms and Conditions App ("**Vivid Invest STC-App**"), an annex to the Client Agreement, govern how the client can use the mobile application ("**Vivid Invest App**") provided by Vivid Invest in order to place orders for the purchase and sale of financial instruments from and to CM-Equity AG ("**CME**"). In case of any deviations, the terms of the Client Agreement shall prevail over the terms of this Vivid Invest STC-App. The Vivid Invest App is only offered to clients of Vivid Money and Solarisbank who pass the onboarding process set forth in section 3 below.
- 1.2. The Vivid Invest App is a technically and regulatory independent mobile app offered and operated by Vivid Invest which can be seamlessly accessed through the mobile banking app (the "**Vivid App**") operated by Vivid Money GmbH ("**Vivid Money**") by opening the Investment Pocket integrated in the Vivid App. The client is informed when he is no longer using the Vivid App but the Vivid Invest App.
- 1.3. Vivid Invest, acting as a tied agent of CM-Equity AG ("**CME**"), offers investment brokerage services (*Anlagevermittlung*, § 1 (1a) no. 1 Germany Banking Act (KWG)) to clients through the Vivid Invest App (the "**Vivid Invest Services**" as further detailed in the Client Agreement). The brokered services are the purchase and sale of financial instruments from and to CME ("**Trading**") (as detailed in the Client Agreement Vivid Invest GmbH (the "**Client Agreement**"). Trading services will be provided by CME, a financial services institution and investment firm supervised by the German Federal Financial Supervisory Authority ("**BaFin**") and the Deutsche Bundesbank. The client and CME will enter into a separate legal relationship governed by the "Terms of Use for the Purchase and Sale of OTC instruments" of CME and other contractual terms the client and CME (please see for further details: <https://vivid.money/en-eu/legal-documents/>). Details regarding the Vivid Invest Services are provided for in the Client Agreement.
- 1.4. The offer of the Vivid Invest Services are independent from the offer of Bank Account Access Services, Debit Card Access Services provided by Vivid Money in cooperation with Solarisbank AG ("**Solarisbank**") and Multi-Currency Trading Services provided by Vivid Money as tied agent of Solarisbank (all as defined in the Vivid Money General Terms and Conditions). Vivid Invest and Vivid Money are separate legal entities. CME and Solarisbank are two separate institutes licensed and supervised by the BaFin and the Deutsche Bundesbank and in case of Solarisbank also by the European Central Bank. The Vivid Invest App, the Vivid App and the Vivid Web (www.vivid.money, together with the Vivid App the "**Vivid App + Web**") include ancillary information regarding the Vivid Invest Services.

2. Content of Vivid Invest App; IP rights

- 2.1. Vivid Invest (or a partner with whom Vivid Invest cooperates specifically for this purpose) is exclusively responsible for and retains all right, title and interest (including copyrights, trademarks, patents, as well as any other intellectual property or other right) in all information and content (including all information, images, videos, databases and computer programs) available on the Vivid Invest App ("**Vivid Content**") and in the software underlying the Vivid Invest App or the Vivid Services ("**Vivid Software**").

Notice according to § 25e sentence 1 of the KWG

Vivid Invest GmbH offers the brokerage of transactions on the purchase and sale of financial instruments in accordance with § 1 section 1a sentence 2 no. 1 of the KWG exclusively for the account and under the liability of CM-Equity AG. Vivid Invest GmbH is recorded as a "tied agent" of CM-Equity AG within the meaning of § 2 section 10 of the KWG in the register which is kept by the German Federal Financial Supervisory Authority (BaFin). The register can be accessed under www.bafin.de.
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- 2.2. No permission given by Vivid Invest to use or access the Vivid Invest App shall convey any proprietary or ownership rights in the Vivid Content or the Vivid Software. The client shall not attempt to modify, translate, disassemble, de-compile, copy or reverse engineer the Vivid Content or the Vivid Software or create any derivative product based thereon.
- 2.3. Any use of the Vivid Invest App that goes beyond normal use, in particular the private and commercial reproduction, modification, distribution or storage of information or files, in particular of texts, parts of texts, images and film material, requires Vivid Invest's prior express written consent. This also applies to inclusion in electronic databases and reproduction on CD-ROM, DVD etc. or any kind of social media, in applications or in the internet, as well as modification, distribution or other misuse. By downloading or sending the source code, the client does not acquire any ownership rights to the Vivid Invest App. No copyrights or other ancillary copyrights shall be transferred. If the service is discontinued the client is obliged to delete the software provided immediately. In all other respects, the legal limits arising from copyright law and other applicable legal provisions shall apply.
- 2.4. The Vivid Invest App may contain links to other websites that may contain information produced or disclosed by persons that are independent from Vivid Invest. Vivid Invest is not responsible for such information and cannot accept any liability therefor. The existence of a link to another website on the Vivid Invest App may not be seen as a recommendation, endorsement or other kind of support of such website or its provider by Vivid Invest.

3. Access to the Vivid Invest App and the Vivid Invest Services

Access to the Vivid Invest App requires that the client has previously registered with Vivid Money and Solarisbank and onboarded with Vivid Invest and CME in the Vivid Invest App (details of that process are also described in section 6 of the Client Agreement).

4. Client's duties of cooperation and diligence

- 4.1. The client shall always comply with Vivid Invest's safety instructions as set out on the Vivid Invest App and the Vivid App + Web.
- 4.2. The client is responsible for keeping his/her Client Identification Instrument (i.e. the password, PIN code, FaceID or TouchID chosen by the client when setting up his account with Vivid Money) confidential and secured against access by third parties. In particular, the client shall ensure the following:
 - 4.2.1. The Client Identification Instrument must not be stored electronically in an unsecured way outside of the Vivid Authentication Process (the authentication process provided for in the Vivid App in which the client has proven his/her identity by means of the Customer Identification Instrument);
 - 4.2.2. when entering the Client Identification Instrument, it must be ensured that other persons cannot spy out such features;
 - 4.2.3. the Client Identification Instrument must not be forwarded outside the Vivid Authentication Process, i.e. not by email;
 - 4.2.4. the different elements of the Client Identification Instrument must not be stored together; and
 - 4.2.5. the combination of the Client Identification Instrument and the Client Data must not be used for any other service.

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4.3. If the client discovers that his/her Client Identification Instrument has been retrieved by any third party ("**Client Security Violation**"), he/she shall promptly notify Vivid Invest thereof.

5. Unauthorized use of the Vivid Invest App by the client

5.1. The client may only use the Vivid Invest App for legal purposes (in compliance with all applicable laws and regulations in force) and not in a manner that could violate the integrity of CME, Solarisbank AG, Vivid Money, Vivid Invest or any of their affiliated companies.

5.2. The Vivid Invest App may only be used by the client that applied for registration in his/her own name (*im eigenen Namen*) and for his/her own account (*für eigene Rechnung*).

5.3. The use of the Vivid Invest App with an Access Device (i.e. the smartphone and the e-mail address used by the client to set up the account with Vivid Money) that circumvents the manufacturer's restrictions on use or security functions especially with respect to the operating system, (e.g. through a process such as jailbreaking or by means of rooting) is expressly prohibited.

5.4. The client may use, access, alter and otherwise interact with the Vivid Invest App only as expressly permitted in the Vivid Invest STC-App or the Client Agreement. In particular, the client shall not:

- publish, distribute or transfer the Vivid Invest App;
- reproduce or save the Vivid Invest App;
- store the Vivid Invest App on a server or another storage device connected to a network, or to set up a database by systematically retrieving and storing data from the Vivid Invest App;
- remove or modify the contents of the Vivid Invest App or circumvent security measures or interfere with the proper functioning of the Vivid Invest App or the server on which the Vivid Invest App is hosted; or
- link the Vivid Invest App from other websites.

6. Blocking of access to the Vivid Invest App

6.1. Vivid Invest shall be authorized to block the client's access to the Vivid Invest App at any time when it has reasonable grounds to believe that one of the following situations has occurred:

- an unauthorized use of the Vivid Invest App by the client; and/or
- the occurrence of a Client Security Violation.

6.2. Vivid Invest shall inform the client of a blocking and, if possible, the steps required to enable Vivid Invest to undo the blocking of the client's access to the Vivid Invest App or other possibilities to sell the client's financial instruments.

7. Availability of and modifications to the Vivid Invest App

7.1. The Vivid Invest App shall be available and operational 24 hours a day, seven days a week with an availability of above 90 percent ("**Operating Time**"). The above shall exclude previously announced downtimes due to maintenance and software updates as well as times, when the servers cannot be reached via the Internet due to technical or other issues that are not under the control of Vivid Invest (force majeure, third party fault etc.).

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- 7.2. Vivid Invest may modify or discontinue the Vivid Invest App or parts thereof. In particular, Vivid Invest may modify the format and content of the Vivid Invest App and/or the requirements for the Access Devices from time to time. This may mean that Vivid Invest may discontinue the service for out-dated versions of an operating system and out-dated versions of the Vivid Invest App.
- 7.3. It is the client's responsibility to ensure that his/her equipment meets all technical requirements necessary to use the Vivid Invest App at all times. The client is also responsible for all fees and costs arising from the use of his/her equipment in connection with the Vivid Invest App, including network usage and the fees of the respective smartphone provider.

Special Terms of Use for users, who download the Vivid Invest App from the Apple App Store

The following conditions apply in addition to the Vivid Invest STC-App, if a customer downloads the Vivid Invest App via the App Store by Apple Inc. ("Apple"):

1. *The terms of use are agreed upon solely between the customer and Vivid Invest. Apple is not a party of this contract whatsoever and has no responsibilities regarding the terms of use and the content thereof.*
2. *The customer is granted a non-transferable right of use of the Vivid Invest App on every Apple device that is in the customer's possession within the scope of the terms of use in the general terms and conditions of the App Store, except if the Vivid Invest App can also be accessed and used by other accounts associated with the purchaser via Apple's family sharing or volume purchasing.*
3. *Apple is not responsible for providing maintenance and support services for the Vivid Invest App. Apple is not in any way obliged to provide maintenance and support services for the Vivid Invest App.*
4. *Apple is not responsible for Vivid Invest's warranties, no matter whether they arise explicitly or are implied by act of law if not waived effectively. In the case of Vivid Invest not fulfilling applying warranties, the customer may contact Apple for a refund of the potential price, if any, to which the customer purchased the Vivid Invest App. The customer further notes that Apple does not have any other warranties of any kind regarding Vivid, to the extent permitted by law.*
5. *Apple is not responsible for claims associated with the Vivid Invest App, possession and/or its usage, including (i) product liability claims, (ii) allegations that the application does not meet the applicable jurisdictional and administrative regulations; and (iii) claims of consumer protection law or related legislative acts.*
6. *In case of a third party claiming that the Vivid Invest App, its possession thereof or its usage violates intellectual property of a third party, Apple is not responsible for the investigation, defence, settlement or fulfilment of such a claim regarding the violation of intellectual property.*
7. *Use of the Vivid Invest App is not permitted if the customer (i) resides in a country, that is subject to an embargo by the U.S. government or which is regarded as a country that supports terrorism by the U.S. government; or (ii) is listed as a blocked or restricted person by the U.S. government.*

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8. *Any questions, complaints or claims in relation to the Vivid Invest App should be raised with Vivid Invest. The contact information is provided in Vivid Invest App and Vivid Web.*
9. *Apple and its subsidiaries are third-party beneficiaries of these terms of use and by accepting these terms of use, Apple has the right to enforce this contract as a third-party beneficiary of the contract against the customer; this right shall be deemed to be accepted by Apple.*

Special Terms of Use for Users who download the Vivid Invest App from Google's Google Play Store

*The following conditions apply in addition to the Vivid Invest STC-App if the customer downloads the Vivid Invest App via the Google Play Store by Google Inc. ("**Google**"):*

1. *The customer accepts that these terms of use are only effective between the customer and Vivid Invest, not with Google.*
2. *The customer's use of the Android App must meet the current terms of use of Google Play Store.*
3. *Google is only the provider of Google Play Store where the customer downloaded Vivid Invest's Android App. Only Vivid Invest, and not Google, is solely responsible for the Android App, services and content, which are accessible via these. Google has neither an obligation nor a liability regarding the Android App or this agreement.*
4. *The customer acknowledges that Google is a third-party beneficiary of these terms of usage, as far as a connection to Vivid Invest's Android App is established.*

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