

Vivid General Terms and Conditions

valid from 28 September 2023 (for the version valid until that date, see below)

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 "Solarisbank"), a CRR credit institution supervised by the German Federal Financial Supervisory Authority ("**BaFin**") and the European Central Bank ("**ECB**"), and 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/en/customer-information/germany/de-iban/english/>).

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-de/legal-documents/>.

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 has 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. 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.

2.3 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 also act as a messenger (*Empfangsbote*) for communicating the customer's notice of termination to solarisBank.

4.2 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.

4.3 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 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 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 of a notice 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 of Solaris which is available at <https://www.solarisbank.com/en/customer-information/germany/de-iban/english/> 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 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 adjusted charge shall not be applied to the terminated 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 German law.
- 7.2 The exclusive place of jurisdiction for all disputes arising from the Vivid TC shall be Berlin, 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/en/customer-information/germany/de-iban/english/> and www.vivid.money.

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- 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.

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