

Terms of Service - Vivid Beat

1. Scope of application

This document sets out rules and standards for the usage of the Vivid Invest Community (**Vivid Beat**).

Customers (**you**) must follow these rules and standards.

Please note that these rules are applicable on top of the terms and conditions you have previously signed. In the case of any discrepancies between these rules and the terms and conditions, the terms and conditions shall prevail.

By opening a Vivid Beat account you agree to all conditions laid down in these Terms of Use.

2. What is the Vivid Beat?

The Vivid Beat is a social platform for customers who have opened invest, crypto or metal pockets with Vivid Invest (**Vivid**). Thus, in order to create your profile at the Vivid Beat you should open any type of investment account with Vivid.

The Vivid Beat gives you the opportunity to discuss opinions, tips and strategies with thousands of other investors and adjust your own approach to achieve better financial results.

Here investors share their experience and trading results, describe and test their trading strategies, and develop a personal brand and personal connections.

You can post and comment, subscribe to other investors profiles to follow their trading strategies and thus improve your own financial literacy.

3. Which data will be shared in the Vivid Invest Community?

Vivid will provide the technical infrastructure for you to use the Vivid Beat to its fullest extent.

Vivid will share additional metadata as part of your personal profile in the Network, such as, but not limited to:

- the type of investments you hold: (fractional) shares/crypto/precious metals
- your portfolio performance and an approximate size of your portfolio,
- the amount of your followers and the amount of users you follow,
- likes/dislikes and
- your public profile options will be facilitated and maintained by Vivid,

Date of publication: February 23, 2022

- all comments/replies/posts made by you.

To be sure, your trading amounts will never be publicly disclosed.

Please note that Vivid holds the right to use your contributions to the Vivid Beat for general advertising or 3rd party sharing purposes (e.g. via email or in-app for the other (future) customers of Vivid Beat.) Where needed, your explicit consent will be requested.

You can change your Privacy settings at any time within the Vivid App.

4. How do I control my own data and posts?

When you open a Vivid Beat account, your username, your name, your picture/avatar (if provided), list of users who follow you, users who copy you, list of users you follow or copy, and any status/posts/blogs and any other content which you post on the Network can be seen by other users. You can control who sees this information by managing your privacy settings in your Personal account.

5. What are the main rules for the usage of the Vivid Invest Community?

It is prohibited in the Vivid Beatto:

- use profanity;
- use expressions that directly or indirectly offend investors, other persons or organizations;
- send messages containing deliberately false information, slander and false facts, as well as spam messages that do not correspond to investment topics;
- create posts mentioning papers that are not related to the topic of the post;
- publish advertising information (for example, links to drive traffic);
- publish someone else's material without a link to the sources or indication of the author;
- offer formal investment advice or investment recommendations to other customers via the Network or claim to be an authority on investments in order to lure other customers.

Please note that this list is not exhaustive. There are other types of behavior that may be considered by Vivid as a violation of these rules.

6. Who monitors the behavior in the Vivid Invest Community?

The Vivid moderators are responsible for the maintenance of a healthy and positive atmosphere within the Vivid Invest Community.

They monitor the information posted by you in the Vivid Invest Community.

7. What happens if I break these rules?

If you break and/or abuse these rules and standards, then Vivid stops your usage of Vivid Beat by closing your profile.

Vivid is entitled to remove any content that is considered to be a violation of this agreement.

Vivid can not monitor all the materials posted on the Vivid Invest Community. Thus, Vivid is not responsible or liable towards you if another customer breaches these rules and you become affected or impacted.

If you think someone is breaching these rules, let Vivid know via the Vivid App. Vivid will do its best to solve your problem as soon as possible.

8. How can I make a complaint?

If you have any issues or complaints as a result of the use of the Vivid Beat you may always contact Vivid through the Vivid App. Vivid will do its best to settle your complaint.

9. Communication

We will usually communicate with you via the App, email or phone number. You may also communicate with us via the App. Based on your preferences we may communicate with you in English and a number of other languages, including German, French, Italian or Spanish.

10. Important notice

Any of the posts, comments, messages or any other kind of information you meet in the Vivid Beat are not intended to provide you with any investment, financial or tax advice and Vivid recommends that you seek the advice of a professional financial advisor if you need such advice.

11. Risk disclosure

Trading with financial instruments involves an element of risk. The value of your investment may fall as well as rise and you may get back less than your initial investment. In some cases you may lose your entire investment. Past performance of an instrument is not an indication of its future performance.

12. Intellectual property rights



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All the intellectual property in Vivid products (for example, the content of Vivid App, Vivid Website, Vivid brand, design and logo) are owned by Vivid and being used by Vivid and other Vivid group companies. You must not use this intellectual property as your own, except to enjoy Vivid products and services.

You also must not reverse-engineer any of the available Vivid products (that is, reproduce them after a detailed examination of their construction or composition).

Vivid holds the right to use your contributions to the Vivid Beatfor general advertising or 3rd party sharing purposes. Where needed, your explicit consent will be requested.

13. My personal data

Please note that Vivid Privacy Policy applies to these rules and standards. Vivid always keeps your personal information safe as required by law.

14. Change of these rules

Vivid reserves the right to change these rules and standards at any time without any prior notice.