



Vivid Money GmbH
Pre-contractual information for distance contracts for financial services

status: July 2023

Vivid Money GmbH ("**Vivid**") provides the Customer with the following information in connection with distance contracts for financial services that Vivid offers via a mobile application ("**Vivid App**") and about which Vivid provides information on a website www.vivid.money ("**Vivid Web**") (**Section I.**) in order to fulfil its information obligations pursuant to Article 246b § 2 Paragraph 1 in conjunction with Article 246b § 1 Paragraph 1 EGBGB. In addition, the customer receives the cancellation policy (**Section II.**).

Section I.

Information pursuant to Article 246b § 2 (1) in conjunction with. Article 246b § 1 (1) EGBGB

1. Essential information about Vivid Money GmbH

Vivid Money GmbH is a German limited liability company with its registered office in Berlin. It is registered in the Commercial Register of the Charlottenburg Local Court under HRB 209049 B.

The summonable address of Vivid Money GmbH is:

Vivid Money GmbH.
Kemperplatz 1
10785 Berlin

Legally authorised representatives: Alexander Emeshev and Dr. Jörg Geiben (all managing directors)

The contact details of Vivid Money GmbH are:

Contact form: vivid.money/en-de/support

E-mail: imprint@vivid.money

Website: www.vivid.money



2. Main business activity of Vivid and notes on the capacity as a tied agent

2.1 Main business activity

The object of the company is to offer technical services and consulting not requiring special permission in connection with banking services offered by third parties.

Vivid offers the following main services:

- Access to bank accounts operated by third parties, such bank accounts may include an overdraft for consumer accounts ("**Vivid Bank Account Access Services**");
- Access to third party issued debit cards ("**Vivid Debit Card Access Services**");
- Brokering of transactions on the acquisition and sale of financial instruments in the field of foreign currencies ("**Vivid Multi-Currency Trading Services (Investment Brokerage)**") as a tied agent of Solaris SE ("**Solaris**");
- Operation of the Vivid App;
- Operation of the Vivid Web;
- Cash Back and Rewards Programs.

For more information on the key features of the above services, please refer to section 4 below. The Vivid Bank Account Access Services, Vivid Debit Card Access Services and Vivid Multi-Currency Trading Services (investment brokerage) will all be available to the Customer once Vivid and Solaris have accepted the applicant ("**Applicant**") as a Customer.

2.2 Notes on the capacity as a contractually bound agent

Vivid currently offers the brokerage of transactions on the acquisition and sale of financial instruments in the area of foreign currencies exclusively for the account and under the liability of Solaris. Vivid is registered as a tied agent of Solaris within the meaning of § 2 para. 10 German Banking Act ("**KWG**") in the register of the German Federal Financial Supervisory Authority ("**BaFin**"). The register can be viewed at <http://www.bafin.de/>.

Solaris is liable to the customer for Vivid's activities as a tied agent of Solaris for brokering transactions for the acquisition and sale of financial instruments in the field of foreign currencies.

Solaris is a German stock corporation with its registered office in Berlin. It is registered in the Commercial Register of the Charlottenburg Local Court under HRB 168180 B.

The contact details of Solaris are:



Solaris SE
Cuvrystraße 53
10997 Berlin, Germany

Legally authorised representatives (Board of Directors) of Solaris are:
Dr. Roland Folz (Chairman), Jörg Diewald, Dr. Jörg Howein and Thomas Rasser

Solaris is a CRR credit institution licensed (inter alia) to engage in deposit-taking pursuant to section 1(1) sentence 2 no. 1 KWG and investment brokerage pursuant to section 1(1a) sentence 2 no. 1 KWG and is supervised by BaFin, Marie-Curie-Straße 24-38, 60439 Frankfurt and Graurheindorfer Straße 108, 53117 Bonn and Deutsche Bundesbank, Wilhelm-Epstein-Straße 14, 60431 Frankfurt am Main.

The activity as a contractually bound agent and the services of brokering purchases and sales of foreign currency will cease as of 28 September 2023. Thereafter, customers will need to onboard with Vivid Money B.V. a Dutch licensed investment firm and part of the Vivid Money GmbH corporate group, to continue use the services.

2.3 Notes on the scope of deposit protection in relation to Solaris

Solaris is covered by the statutory deposit insurance scheme of Entschädigungseinrichtung deutscher Banken GmbH (EdB). For more information, please refer to Solaris' General Terms and Conditions, Solaris' deposit insurance information at <https://www.solarisgroup.com/en/customer-information/germany/de-iban/english/> and the website of Entschädigungseinrichtung deutscher Banken GmbH at <https://www.edb-banken.de/>.

3. Contract language and means of communication

This pre-contractual information shall be provided to the Customer in German. All communication between Vivid and the Customer during the term of the contract shall be in German.

The customer can contact Vivid as follows:

- via e-mail (imprint@vivid.money)
- via contact form: vivid.money/en-de/support
- by letter to the postal address mentioned under section 1. or
- via the chat function provided in the Vivid app.

4. Essential characteristics of the services



4.1 Vivid Bank Account Access Services

Vivid allows customers to access a bank account ("**Vivid Bank Account**") via the Vivid App. Bank accounts for consumers may be offered with an overdraft facility. All Vivid Bank Accounts and any overdraft provided on such bank accounts are provided by Solaris.

4.1.1 Pockets

Vivid offers the customer the possibility to open and manage so-called "**Pockets**". Pockets consist of one or more Vivid bank accounts, which may include foreign currency accounts.

When the Vivid bank account registration is successfully completed, Vivid generates by default a pocket ("**Money Pocket**") consisting of a SEPA-linked bank account denominated in EUR. "SEPA-linked" means that the respective account has its own bank account number and IBAN and can be used for incoming and outgoing SEPA transfers.

The customer can open additional Pockets in the Vivid App, each of which includes at least one Vivid bank account. All Pockets are accessible via the Vivid App.

Vivid provides the Bank Account Access Services through the Vivid App to enable the Customer to access the underlying Vivid Bank Accounts, initiate payments and take other actions.

In addition, the customer can manage his accounts and pockets at any time via the Vivid app.

In addition, the Customer has the option to share their Pockets with other customers of Vivid ("**User**") who have an active Vivid Bank Account via the "Pocket Sharing" feature in the Vivid App as a shared Pocket ("**Shared Pocket**"). Through this, the Customer grants the User a bank power of attorney authorising the User to do the following:

- view the account balance and transactions on the Shared Pocket,
- view the account balance and transactions on the Shared Pocket initiated only by the user,
- if requested by the customer, to access account statements for the Shared Pocket,
- Make currency changes between different accounts for the Shared Pocket,
- Link a Vivid debit card to the Shared Pocket,
- Transfer funds to and from the Shared Pocket (i) from and to other Pockets, (ii) through SEPA Credit Transfers, or (iii) through use of a linked Vivid Debit Card; and



- Inspect other information related to the Shared Pocket.

Any User authorised by the Customer may dispose of the entire balance of the Shared Pocket. Any action or transaction by a User with respect to the Shared Pocket shall be deemed to be an action or transaction on behalf of and for the account of the Customer. The Shared Pocket is not a joint account.

The Customer may revoke the authority granted to a User for the Shared Pocket at any time via the "Deny Access" function in the Vivid App. This will have no effect on the actions or transactions authorised by the User up to that point. A user may also leave a Shared Pocket, which will cause the corresponding power of attorney to expire.

4.1.2 Vivid Now - overdraft facility for consumers

Vivid Now is a consumer overdraft that existing Consumer customers of Vivid and Solaris can apply for from within the banking environment of the Vivid App. It is a separate SEPA enabled bank account with an overdraft facility provided by Solaris. Customers can see their balance and available overdraft on their Vivid Now account in their Vivid App. The Vivid Now account can be used similar to a Money Pocket, Customers can make payments and receive money on the Vivid Now IBAN number and have the option to use it with a VividCard, however it cannot be shared with other users like a Shared Pocket and other details also differ. Further information about Vivid Now and functionalities relating to Vivid Now can be found here: <http://help.vivid.money/en/articles/6444959-how-can-i-enable-and-disable-vivid-now-or-overdraft-back-up-and-auto-split>.

4.1.3 Vivid subscription payment management services

The Vivid App allows the Customer to manage recurring payments in the form of standing orders, SEPA direct debits and debit card payments ("**Vivid Subscription Payment Management Services**"). The Customer may (i) manage standing order settings, (ii) revoke an executed one-time direct debit payment transaction or (iii) object to a pending debit card transaction.

4.1.4 Foreign currency accounts

The customer can also open one or more foreign currency accounts with Solaris via the Vivid app.

A Foreign Currency Account may be used for (i) buying and selling the relevant currency against Euro and holding foreign currency funds in the relevant Account, (ii) transactions with a VividCard linked to the Foreign Currency Account Pocket, (iii) transferring funds in the foreign currency to other Vivid customers who have a



Foreign Currency Account in the same currency, but cannot be used to make or receive SEPA or any other transfers.

4.2 Vivid Debit Card Access Services

Vivid provides customers with access to debit cards ("**VividCards**") via the Vivid app. The VividCards are issued by Solaris.

4.2.1 VividCards

A VividCard can either

- be a physical VividCard: here the customer is provided with up to two VISA debit cards
 - (i) a physical VISA Debit Card without PAN (Primary Account Number) on the surface of the Card, delivered to the Customer and intended for payments where the Card must be presented, and
 - (ii) a VISA virtual debit card intended for e-commerce purchases without card presence, or
- be a virtual VividCard: the customer is provided with a VISA debit card. This card is intended for e-commerce and for certain contactless transactions that require the card to be presented, such as Google Pay or Apple Pay.

In the Vivid App, the Customer can see the following information about their VividCards (as applicable):

- (i) for a physical VividCard: the last 4 digits of the PAN and CVV of the physical Visa Debit Card and PAN, CVV and expiration dates of the virtual Visa Debit Card; and
- (ii) for a virtual VividCard: PAN, CVV and expiration date.

The Customer can manage the VividCards in the Vivid App, i.e. activate, lock, unlock or close the VividCards and define limits.

4.2.2 Functions of the VividCards



Each VividCard is linked to a specific Pocket. When opening the first Pocket in the Vivid App, the Customer will receive a physical VividCard linked to the Pocket, denominated in Euro and capable of SEPA transactions.

The VividCards can be linked to other Pockets of the customer or to Pockets for which the customer has received authorisation. Transactions and bookings with the VividCard are billed and settled with the Pocket to which the VividCard is linked at the time of transaction, in accordance with the specifications set forth in detail in the Solaris List of Prices and Services, which can be found at <https://www.solarisgroup.com/en/customer-information/germany/de-iban/english/>.

Customers with a Vivid Now overdraft facility may also link their VividCard to the Vivid Now account in a way that the card utilises Vivid Now balance and overdraft facility and not the money pocket where it is usually linked to.

4.3 Vivid Multi-Currency Trading Services (Investment Brokerage)

As a contractually bound intermediary of Solaris, Vivid currently brokers transactions regarding the acquisition and sale of financial instruments in foreign currencies. After 28 September 2023, these services will be provided solely by Vivid's group company Vivid Money B.V.

In addition, Vivid prepares the respective orders with regard to payment transactions in foreign currencies and transmits them to Solaris.

Solaris maintains any foreign currency accounts for the customer. The foreign currencies offered by Solaris are listed in the frontend in the Vivid App.

4.4 Operation of Vivid App and Vivid Web

4.4.1 Vivid App

Vivid operates the Vivid App through which customers can access Vivid bank account access services, Vivid debit card access services, and Vivid Multi-Currency Trading services (investment brokerage) offered by Vivid as a contracted intermediary of Solaris.

Through the Vivid App, customers can also access the Vivid Invest App, which is technically and regulatory independent from the Vivid App and operated by Vivid Invest GmbH.

Vivid is solely responsible for the services provided through the Vivid App, but not for the services provided through the Vivid Invest App.

4.4.2 Vivid Web



Vivid operates a website (Vivid Web) at <https://vivid.money/>. Vivid Web contains general information about the services provided by Vivid (or a partner with whom Vivid works specifically for this purpose). However, Vivid Web does not provide the Customer with access to the Services provided by Vivid. Vivid Web also contains information about the services provided by Vivid Invest GmbH, for which Vivid Invest GmbH is solely responsible.

5. Consumer and Freelancer status

Customers can onboard to Vivid

- as Consumers within the meaning of Section 13 of the German Civil Code, meaning for purposes that predominantly are outside his/her trade, business or profession and
- as Freelancers. A Freelancer is someone who uses the account solely for his/her business purposes, but conducts his/her business as a natural person, i.e. without being organised in a legal form such as a company or partnership. Two business types are acceptable (subject to other requirements): Freiberufler - freelancer working in a free profession and not registered with a commercial registry and self-employed in a non free profession with a business permit, who may be registered at commercial registry.

A Customer may have both a Personal Account as a Consumer and a Freelancer Account for his/her business purposes.

Note: using a Freelancer Account for personal use is not permitted.

The set of the functionalities offered to Freelancer Accounts and Personal (Consumer) accounts may be different e.g. Overdraft and Shared Pockets are currently only available to Consumer (Personal) accounts, and cashback amounts according to Vivid Money Cashback may also differ.

6. Premium and Standard Offers - unified membership

The services offered by Vivid are available to the Customer as a Standard Offer ("Standard") or Premium Offer ("Prime"). These offers are part of a uniform framework agreement. Switching between the Offers (e.g. opting out of the Prime) is possible by a mere notification of the Customer via the Vivid App without observing a deadline. For details on how the (framework) contract comes into effect, compare item 7.2.3 below.

Premium Customers who have both a Personal and a Freelancer account (see section 5 above) benefit from the Premium offer for both their Personal and Freelancer account, and an opt-out is valid for both.



The Premium Offer offers a wider range of services. Details on the specific components of the Standard and Premium Offers and on the respective costs and fees, which in the case of the Premium Offer include a monthly usage fee, for example, can be found in Solaris' list of prices and services at <https://www.solarisgroup.com/en/customer-information/germany/de-iban/english/>

Vivid may - without any obligation to do so - offer Customers a Premium membership without the monthly fee and classify them as Premium customers for a trial period. Before the end of such a trial period, Vivid offers the Customer via the app to keep the Premium Offer. If the Customer decides to do so, the customer can continue to use the Premium Offer. The costs and fees shown in the list of prices and services or statement of fees at <https://www.solarisgroup.com/en/customer-information/germany/de-iban/english/> apply. If the Customer decides to discontinue the Premium Offer, Vivid will classify the Customer for the Standard Offer. The services and costs included in the Standard Offer are shown in the list of prices and services at <https://www.solarisgroup.com/en/customer-information/germany/de-iban/english/>.

7. Information on how the contract is concluded

7.1 Access to the Vivid App

Access to the Vivid app requires registration.

Only natural persons who are at least 18 years of age, have a permanent residence in the Federal Republic of Germany or another member state of the European Union and who operate in their own name and for their own account and who are not subject to U.S. taxation within the meaning of the Foreign Account Tax Compliance Act (FATCA) may apply for registration. Vivid reserves the right to refuse registration to an Applicant without giving reasons.

7.2 Registration

7.2.1 Precautions

Registration requires that the Applicant has (and will keep available while a Vivid Customer) the following equipment and media:

- (i) an email address with an inbox to which only they have access ("**Customer Email Address**"); and



(ii) a smartphone that meets the operating system requirements (iOS / Android) with an active cell phone number and the Vivid App. Currently supported versions and more information can be found at <http://vivid.money>.

Vivid may discontinue support for outdated versions of operating systems or the Vivid App for security reasons. In this case, Vivid will notify customers in due time, usually at least eight weeks before discontinuing the service.

7.2.2 Sequence

The following steps are required and provided for registration:

- (i) the Applicant must download the Vivid App;
- (ii) Applicant must provide all requested data, including the Customer Email Address ("**Customer Data**");

The Applicant has the opportunity to check the customer data for accuracy and completeness before submitting it to Vivid and before submitting a contract offer in the Vivid App .

After successful registration, the customer can correct and update the customer data in the "Profile" under "Personal details" in the Vivid App.

(iii) the Applicant must confirm that they have read and accept all of the following documents and contents by clicking on the appropriate button:

- Vivid Pre-contractual customer information for contracts concluded at a distance for financial services (including the cancellation policy),
- Vivid General Terms and Conditions,
- Vivid Special Terms and Conditions App + Web,
- Vivid Special Terms and Conditions Bank Account Access Services,
- Vivid Special Terms and Conditions Debit Card Access Services,
- Vivid Special Terms and Conditions Multi-Currency Trading Services,
- Vivid Privacy Notice,
- the Solaris list of prices and services, and
- the further contractual conditions and notices of Solaris.

Prior to clicking on the respective button in the Vivid App, the Applicant can access the above-mentioned documents via the links shown and download them as PDF documents for their own files.

By clicking the respective button, the Applicant submits legally binding offers (orders subject to payment) for the conclusion of the corresponding contracts vis-à-vis Vivid and Solaris (see section 7.2.3).



Vivid also sends the Customer the contractual documents to the Customer Email Address. Vivid does not store the contractual documents in the Vivid App. In the "documents" section under "profile" in the Vivid App the Customer can however access their bank statements.

(iv) Vivid declares receipt of the contractual declarations of the Applicant by immediately enabling the Applicant to further register or by confirming receipt to the Customer by e-mail;

(v) the Applicant must confirm that he/she is opening the bank account with Solaris for him/herself;

(vi) the Applicant must successfully pass a video identification procedure to identify him/her under anti-money laundering law;

(vii) The contracts with Vivid and Solaris are concluded when Vivid confirms to the Applicant that the Customer Access can be set up by means of a corresponding message in the App.

If Vivid and/or Solaris do not accept the Applicant as a Customer, the Applicant will also be notified accordingly.

(viii) the Customer may make settings for the issuance of VividCards;

(ix) The Customer must set a password for use of the App and, optionally, set a passcode for quick and secure access to the App ("**Customer Identification Tool**"); Vivid may also allow FaceID or TouchID as a Customer Identification Tool.

After successful registration, the Customer can further set up the Vivid app for themselves and, for example, create additional pockets.

7.2.3 Conclusion of the contract

The contract between Vivid and the Customer is concluded as a uniform framework contract. Within the framework of a test phase, Vivid may make the Premium Offer available to the Customer without any ongoing costs (cf. item 6. above).

As mentioned in section 7.2.2, by clicking the corresponding button, the Applicant makes a binding offer to Vivid to conclude the (framework) agreement for the use of the services offered by Vivid (see section 2.1 above).



At the same time, the Applicant submits an offer to Solaris to use the corresponding services of Solaris.

Vivid points out that the Applicant incurs costs upon conclusion of the contract (both if he/she makes use of the Standard Offer (ongoing costs) and if he/she makes use of the Premium Offer (including during the test phase)). Details can be found in Solaris' list of prices and services at <https://www.solarisgroup.com/en/customer-information/germany/de-iban/english/> and the Vivid terms and conditions at <https://vivid.money/en-de/legal-documents/>.

Vivid transmits the Applicant's contract offer to Solaris as messenger.

Vivid declares receipt of the Applicant's contractual declarations to Vivid and Solaris by enabling Vivid to further register the Applicant.

Vivid shall communicate to the Applicant the acceptance declarations on the part of Vivid and Solaris by means of a corresponding message in the App.

8. Processing of customer orders

The Customer may place orders in relation to the services offered by Vivid via the Vivid App ("**Customer Orders**"). Once a Customer Order is included in the Vivid App, it is irrevocable unless revocation is approved by Vivid on a case-by-case basis.

Vivid will process a sales order if the following conditions are met:

- (i) Customer's Order is clear and unambiguous, of a type set forth in the applicable Special Terms and Conditions for Vivid's Services, and Customer is entitled to place such type of Order;
- (ii) the Customer has proven its identity by means of the Customer Identification Instrument in the authentication procedure as provided for in the Vivid App; and
- (iii) any additional condition to the processing of a Customer Order is satisfied that is specific to the Service offered by Vivid to which the Customer Order relates, to the extent such condition exists under the applicable Special Terms and Conditions for Vivid's Services.

If the conditions for processing Customer Orders are met, Vivid will process the Customer Order on the Business Day and at the time specified for processing the relevant type of Customer Order in Solaris' List of Prices and Services and confirm the processing to the Customer. If the Customer Order cannot be processed, Vivid will notify the Customer accordingly.



9. Total price of services/financial services, including all price components

By entering into a contract with Vivid, the Customer incurs ongoing costs in the form of a monthly usage fee only in the Premium Offer. The amount of the usage fee is set out in Solaris' list of prices and services (<https://www.solarisgroup.com/en/customer-information/germany/de-iban/english/>). There are no ongoing costs in the Standard Offer except in case of inactive accounts.

Separate costs may be incurred for the use of individual services in both the Standard and Premium Offers. A detailed breakdown of the individual cost items with regard to the Standard and Premium Offer can be found in Solaris' List of Prices and Services (<https://www.solarisgroup.com/en/customer-information/germany/de-iban/english/>).

The exchange rate for foreign currency transactions is displayed in the Vivid app before the exchange is executed. For more information, please refer to the Solaris Price and Service List (<https://www.solarisgroup.com/en/customer-information/germany/de-iban/english/>).

Vivid will not charge any fees for using the Vivid App or contacting Vivid via remote communication (e.g. email or chat function) but

- in case the account of the customer becomes inactive, in such case Vivid may charge a small fee for the time of inactivity; for more information please refer to <https://website-static.vivid.money/static/legal-docs/en-de/fees-for-inactive-accounts.pdf>
- for any services provided by Vivid and signed up by the Customer after onboarding, for example financial management services in context of Vivid Now if the customer enables such financial management tool.

The terms and conditions of the respective telecommunication provider apply.

10. Costs and taxes that are not paid or invoiced through Vivid.

Solaris and Vivid will not withhold taxes on foreign currency transactions (multi-currency transactions). The Customer should be aware that profits from foreign currency transactions may be subject to income tax.

11. Risk notice

The investment brokerage services offered by Vivid as a contractually bound intermediary of Solaris in the area of foreign currency in the form of the Vivid Multi-Currency Trading Services relate to the purchase and sale of financial

instruments which, due to their specific characteristics or the transactions to be carried out, are subject to specific risks and whose price is subject to fluctuations in the financial market over which Vivid and Solaris have no control. Income generated in the past is not an indicator of future income.

12. Limitation of the period of validity of the information provided, in particular the period of validity of the offer and the period of validity of the indicated prices

12.1 Valid list of prices and services

If the Customer uses service offered by Vivid, they enter into a separate contractual relationships with Solaris. Details about the costs and fees charged by Solaris can be found at <https://www.solarisgroup.com/en/customer-information/germany/de-iban/english/>.

12.2 Exchange rate for card transactions in non-EUR currencies and for the purchase of foreign currencies

The exchange rate for card transactions in non-EUR currencies and the purchase of foreign currencies is composed of

- the basic exchange rate and
- a surcharge.

The base exchange rate is based on the exchange rates provided by Morningstar Real-Time Data Limited, London, which are based on ECB exchange rates where available. For card transactions, the base exchange rate is based on the VISA exchange rate. In all cases, the base exchange rate is calculated in real time. It always reflects the rates applicable at the time of the transaction.

The applied surcharge results from Solaris' price and service schedule in effect from (<https://www.solarisgroup.com/en/customer-information/germany/de-iban/english/>) in effect from time to time. For purchases of a currency, the markup is 1.0 % and may be decreased in some cases. When purchasing a non-EUR currency, the Customer can see the exact exchange rate before making the purchase. For card transactions, the exchange rate can be seen on the account statement. The exchange rate is also available at <https://vivid.money/de-de/fx-calculator>.

12.3 Changes in costs and fees

Any proposed changes in the costs and fees of the services offered by Vivid, which are typically used by the Customers on a permanent basis within the framework of



the business relationship (e.g. account management), are usually notified to the Customer no later than two months prior to the proposed date of their proposed entry into force.

The Customer may either consent or refuse to consent to the changes prior to the proposed effective date.

13. Details regarding payment and performance

All costs and fees are paid by the Customer directly through the Vivid app. All amounts due will be transferred from or charged to the Customer's Vivid bank account.

14. Right of withdrawal

Upon conclusion of the (framework) contract for the services offered by Vivid (cf. item 5. above), the Customer which is a Consumer has a right of revocation. Details of the Customer's right of revocation are set forth in **Section II**.

The Customer has no right of revocation for individual trading orders (Vivid Multi-Currency Trading services (investment brokerage)). These are orders for the purchase and sale of financial instruments whose price depends on fluctuations in the financial market over which Vivid and Solaris have no influence and which may occur within the revocation period (section 312g (2) sentence 1 no. 8 BGB).

Vivid points out that any Customer may terminate a paid Premium Membership at any time by notifying Vivid via the Vivid App without notice. Upon termination of the Premium Membership, the Customer automatically switches to the Standard Membership.

15. Minimum term of the contract

The contract has no minimum term.

16. Contractual termination provisions and, if applicable, contractual penalties

The Customer may terminate the entire business relationship with Vivid or individual parts thereof at any time without notice. Vivid will also act as a receiving messenger to transmit the Customer's termination notice to Solaris.

Vivid may terminate the entire business relationship with the Customer, or individual parts thereof, at any time by giving ordinary notice of at least two months. Solaris may also terminate according to their terms, in which case Vivid may communicate Solaris' termination declaration to the customer.



The right of the Customer and Vivid to terminate the business relationship for good cause without notice shall remain unaffected. Examples of such good cause are repeated breaches of Vivid's terms and conditions, a serious one-time breach of Vivid's terms and conditions (including an attempted deception of Solaris or Vivid by a Customer knowingly providing false information), termination of the Services Agreement, or individual services provided by Solaris and to which Vivid provides access, or revocation of Customer's consent to the collection and use of data by Vivid.

Customer's right to access the Services offered by Vivid shall terminate if Solaris or the Customer has terminated the business relationship between Solaris and the Customer. In case of ordinary termination, the Customer's right to access the Services offered by Vivid shall terminate upon expiry of the applicable notice period. In case of extraordinary termination, the Customer's right to access the services offered by Vivid shall terminate with immediate effect.

Contractual penalties are not provided for in the event of termination.

17. Applicable law and place of jurisdiction

German law shall apply to the relationship between the Customer and Vivid prior to the conclusion of the contract for the services offered by Vivid as well as to the contractual relationship between Vivid and the Customer, except for the agreement update process which is governed by the law at the place of residence of the customer. In addition, consumers can rely on the mandatory consumer protection laws of their country of residence.

Exclusive jurisdiction is with the German courts. There are exceptions for consumers who can sue (and be sued) in the place of their residence.

18. Complaints

The Customer may submit a complaint to Vivid via the chat function in the Vivid App, the online form which can be found [here](#) or by letter to the above address of Vivid Money GmbH.

The European Commission has set up an online dispute resolution platform (ODR platform) at <http://ec.europa.eu/consumers/odr/>. Consumers can use this ODR platform for the out-of-court settlement of disputes arising from online contracts with companies incorporated in the EU. We are not willing or obliged to participate in a dispute resolution procedure before a consumer arbitration board (information pursuant to Section 36 of the German Act on Alternative Dispute Resolution in Consumer Matters (Consumer Dispute Resolution Act - VSBG)).

Section II.

Right of withdrawal regarding the contract on the Standard Offer and the Premium Offer of Vivid for Consumers

Right of withdrawal

Right of withdrawal: You can revoke your contractual declaration within 14 days without giving reasons with a clear statement. The period begins with the receipt of this instruction on a durable medium, but not before the conclusion of the contract and not before we have fulfilled our duty to inform according to Article 246b § 2 paragraph 1 in conjunction with Article 246b § 1 paragraph 1 of the Introductory Act to the Civil Code (EGBGB). To comply with the revocation period, it is sufficient to send the revocation in time if the declaration is made on a durable medium (e.g. letter, fax, e-mail). The revocation is to be sent to:

Vivid Money GmbH
Kemperplatz 1
10785 Berlin

E-mail: imprint@vivid.money

Consequences of revocation: In the event of an effective revocation, the services received by both parties shall be returned. You are obligated to pay compensation for the value of the service provided up to the time of revocation if you were made aware of this legal consequence prior to submitting your contractual declaration and expressly consented to our commencing with the performance of the service in return before the end of the revocation period. If there is an obligation to pay compensation for lost value, this may mean that you still have to fulfill the contractual payment obligations for the period until the revocation. Your right of withdrawal expires prematurely if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of withdrawal. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your revocation, for us with its receipt.

Special notes

Upon revocation of this Agreement, you shall also no longer be bound by any agreement related to this Agreement if the related agreement concerns a service provided by us or a third party on the basis of an agreement between us and the third party.

End of the cancellation policy