



## Vivid Special Terms and Conditions

### Bank Account Access Services

valid from 21 February 2022 (see below for terms applicable until such date)

valid immediately for customers of Solarisbank AG Succursale Francaise, i.e. customers who have received a French IBAN

#### 1. Scope of application

- 1.1 These special terms and conditions ("**STC-Bank Account**") apply to the business relation between the customer and Vivid as provider of a mobile application ("**Vivid App**") and a website [www.vivid.money](http://www.vivid.money) ("**Vivid Web**" - Vivid Web and Vivid App collectively referred to as "**Vivid Web + App**") and regulate the Vivid Bank Card Access Services provided by Vivid.
- 1.2 The STC-Bank Account supplement the Vivid General Terms and Conditions ("**GTC**") and the Vivid Special Terms and Conditions Web + App ("**STC-Web + App**") and must be read together with the Vivid Special Terms and Conditions Debit Card Access Services ("**STC Debit Card**"). Terms not defined in the STC-Bank Account shall have the meaning given to them in the GTC, the STC-Web + App or the STC Debit Card.

#### 2. Vivid Bank Account Access Services

- 2.1 Vivid offers the customer the opportunity to open and operate so-called "**Pockets**". Pockets consist of one or more bank accounts. When the Vivid Bank Account Registration has been successfully completed, Vivid will generate one Pocket ("**Main Pocket**") which consists of:
  - a SEPA-connected EUR-denominated bank account ("**Vivid SEPA EURO Account**")  
  
(together with possible "**Additional Accounts**", the "**Vivid Bank Accounts**") via the Vivid App ("**Vivid Bank Account Access Services**").
- 2.2 In the Vivid App, customer can open further Pockets, each comprising at least one Vivid Bank Account.
- 2.3 Additional Accounts can be additional SEPA-connected EUR-denominated bank accounts and foreign currency accounts ("**Foreign Currency Accounts**") chosen when opening Pockets or later added to a Pocket. Further details are set forth in the Solarisbank's Special Terms and Conditions for the Vivid Money Account which can be found at <https://www.Solarisbank.com/customer-information/> ("**Solarisbank Special Terms and Conditions for the Vivid Money Account**").
- 2.4 "**SEPA-connected**" means that the respective account has its own bank account number and IBAN and can be used for incoming and outgoing SEPA transfers.



- 2.5 A Foreign Currency Account can be used for (i) buying and selling the respective currency against Euro and keeping such foreign currency amounts on the respective account, (ii) transactions with a Vivid Card connected to the Pocket of the Foreign Currency Account, (iii) transferring funds in the foreign currency to other customers of Vivid who have a Foreign Currency Account in the same currency but cannot be used for making or receiving SEPA or other transfers.
- 2.6 The Vivid Bank Account Access Services are provided with the use of the Vivid App as the tool to access the Vivid Bank Accounts, initiate payments and perform certain other actions as further described in the Solarisbank Special Terms and Conditions for the Vivid Money Account.
- 2.6.1 Accounts management
- (a) A customer may change an account management plan at any given time in the App. When upgrading, the customer must have sufficient available balance for one monthly fee payment.
  - (b) A customer may choose to prolong an account management plan or choose to decline prolongation at any moment via the App. The monthly fee is paid once a month in advance for the upcoming monthly fee period. If you pay your monthly fee on February 2nd then the next monthly fee will be charged on March 2nd — the same day each month. If your next payment date is scheduled for a date that does not occur in a given month, you will be charged on the last day of that month instead. If a customer's available balance on Vivid SEPA EURO Account on a customer's Main Pocket is less than the agreed monthly fee, no monthly fee will be taken from the customer's account and the customer will be transferred to a free account management plan.
- 2.7 Further details of the functionalities of the Vivid Bank Accounts can be found in Solarisbank's Special Terms and Conditions for the Vivid Money Account and on [www.vivid.money](http://www.vivid.money).

### 3. Shared Pockets

- 3.1 The customer can share any Pocket (then a "**Shared Pocket**") with other Vivid customers with an active Vivid bank account ("**User**") using the "Share Pocket" feature in the Vivid App as described in detail in the Solarisbank Special Terms and Conditions for the Vivid Money Account. The customer will thereby grant to the User a bank power of attorney authorizing the User to
- (a) view the balance and transactions on the Shared Pocket
  - (b) or view the balance and transactions on the Shared Pocket initiated by the User solely,
  - (c) if wanted by the customer to access account statements for the Shared Pocket,
  - (d) provide currency exchange between different accounts in the Shared Pocket,
  - (e) link a Vivid debit card to such Shared Pocket,
  - (f) transfer money to and from such Shared Pocket (i) from and to other Pockets, (ii) via SEPA transfers or (iii) using the linked Vivid debit card,
  - (g) view other information relating to the Shared Pocket.



Note that any User can dispose of the full balance on the Shared Pocket. Any action or transaction of the User with respect to the Shared Pocket will be deemed to be an action or transaction in the name and on behalf of the customer. The Shared Pocket is not a joint bank account. The customer will remain the sole economic beneficiary of the funds on the Shared Pocket. Each payment made from the Shared Pocket is deemed to be a payment of the customer, regardless of who triggered the payment. On the other hand, each incoming credit transfer to the Shared Pocket is considered to be a credit in favour of the customer.

- 3.2 The customer can revoke the power of attorney regarding a Shared Pocket granted to a User at any time using the “Deny Access” feature in the Vivid App.

This will not affect any action or transaction authorized by the User until that time. A User can also leave a Shared Pocket. This will also terminate the respective power of attorney. The power of attorney is not affected by the death of the customer but will remain effective. In case of the death of the User, the power of attorney ceases with his death. In case insolvency proceedings are opened with respect to the assets of the customer, all powers of attorney for his Shared Pockets will be revoked and the Shared Pockets will be converted to normal, unshared Pockets.

Further details of the use of the Shared Pockets can be found in Solarisbank's Special Terms and Conditions for the Vivid Money Account available through <https://solarisbank.com/customer-information/> and on [www.vivid.money](http://www.vivid.money).

#### **4. Vivid acting as outsourcing provider for Solarisbank**

- 4.1 Any Vivid Bank Account is provided by Solarisbank.
- 4.2 The operation of a bank account is to be classified as banking business pursuant to section 1 para 1 of the German Banking Act (Kreditwesengesetz - "KWG") and payment service pursuant to section 1 para 1 of the German Payment Service Supervisory Act (Zahlungsdienstenaufsichtsgesetz - "ZAG") or, in case Solarisbank operates through its French Branch Solarisbank AG Succursale Francaise, pursuant respectively to articles L.311-1 and L.314-1 of the French Monetary and Financial Code.
- 4.3 Vivid is not licensed to provide banking business pursuant to section 32 para 1 KWG or payment services pursuant to section 10 para 1 ZAG or the respective French equivalent legislation and provides Bank Account Access Services therefore exclusively as outsourcing provider (Auslagerungsunternehmen) pursuant to section 25b KWG or section 26 ZAG (or in accordance with the provision regarding outsourcing provided for by Arrêté of 3 November 2014) for Solarisbank.

#### **5. Access to Vivid Bank Account Access Services**

- 5.1 Following Registration and receipt of a confirmation in accordance with section 4.4 STC-Web + App the customer will be given the opportunity to select Vivid Bank Account Access Services (which can only be selected together with Vivid Debit Card Access Services).
- 5.2 Access to the Vivid Bank Account Access Services requires the customer to comply with the registration procedure ("**Vivid Bank Account Registration**") as set forth in the STC-Web + App.
- 5.3 By completing the Vivid Bank Account Registration, the customer makes a binding offer



- (a) to Solarisbank for entering into a contract on the use of bank account(s) on the basis of the Solarisbank Special Terms and Conditions for the Vivid Money Account available at <https://www.solarisbank.com/customer-information/> and
- (b) to Vivid for entering into a contract on the use of the Vivid Bank Account Access Services on the basis of the Vivid Terms and Conditions.

5.4 If the offer is accepted, Vivid will send a confirmation to the customer Email Address as a consequence of which the customer shall be entitled to use the Vivid Bank Account Access Services.

1.1 The customer will enter into a separate legal relationship with Solarisbank in relation to the Vivid Bank Accounts. This legal relationship is governed by the Solarisbank Special Terms and Conditions for the Vivid Money Account, which are available at <https://solarisbank.com/customer-information/> and [www.vivid.money](http://www.vivid.money).

## 6. Vivid Subscription Payment Management Services

6.1 With the Vivid App the customer can manage recurring payments in form of standing orders, SEPA direct debits and card payments ("**Vivid Subscription Payment Management Services**"). The customer can (i) manage the settings for standing orders, (ii) revoke an executed single direct debit payment transaction, or (iii) object to an upcoming debit card transaction. The above options are subject to and limited by applicable law and the Solarisbank Special Terms and Conditions for the Vivid Money Account available at <https://www.solarisbank.com/customer-information/>.

## 7. Processing of Customer Orders in relation to Vivid Bank Account Access Services

For details regarding Customer Order Processing Conditions in relation to the Vivid Bank Account Access Services please refer to the Prices + Services Schedule which can be found under <https://www.Solarisbank.com/customer-information/> and under [www.vivid.money](http://www.vivid.money).

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## Vivid Special Terms and Conditions

### App + Web

valid until 20 February 2022

#### 1. Scope of application

1.1 These special terms and conditions ("**STC-App + Web**") apply to the business relation between the customer and Vivid as provider of a mobile application ("**Vivid App**") and a website [www.vivid.money](http://www.vivid.money) ("**Vivid Web**" - Vivid Web and Vivid App collectively referred to as "**Vivid App + Web**") and regulate the access to and the use of the Vivid App + Web. The STC-App + Web supplement the Vivid General Terms and Conditions ("**GTC**"). Terms not defined in the STC-App + Web shall have the meaning given to them in the GTC. The STC-App + Web are supplemented by STC relating to each of the Vivid Services (together "**STC-Vivid Services**"). In case of conflict between the provisions of the STC-App + Web and any of the STC-Vivid Services in an area covered by the scope of application of such STC-Vivid Service, the provisions of such STC-Vivid Service shall prevail.

#### 2. Content of Vivid App + Web; IP rights

2.1 Vivid (or a partner with whom Vivid 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 App + Web ("**Vivid Content**") and in the software underlying the Vivid App + Web or the Vivid Services ("**Vivid Software**").

2.2 No permission given by Vivid to use or access the Vivid App + Web shall convey any proprietary or ownership rights in the Vivid Content or the Vivid Software. The customer 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 App + Web 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'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 customer does not acquire any ownership rights to the Vivid App. No copyrights or other ancillary copyrights shall be transferred. If the service is discontinued the customer 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 App + Web may contain links to other websites that may contain information produced or disclosed by persons that are independent from Vivid. Vivid is not responsible for such information and cannot accept any liability therefor. The existence



of a link to another website on the Vivid App + Web may not be seen as a recommendation, endorsement or other kind of support of such website or its provider by Vivid.

### 3. Use of the Vivid Web

- 3.1 Vivid grants natural persons that visit the Vivid Web a revocable permission to access and use the Vivid Web in good faith and in accordance with the provisions of the Vivid TC. Access to the Vivid Web requires a working internet connection.
- 3.2 The Vivid Web contains general information on the Vivid Services provided by Vivid (or a partner with whom Vivid cooperates specifically for this purpose). It does not have any additional functionalities and does not provide access to the Vivid Services.
- 3.3 The Vivid Web is not directed to persons who reside in jurisdictions in which the publication of this kind of information is not allowed. Persons who are subject to such restrictions must not use the Vivid Web.

### 4. Access to the Vivid App

- 4.1 Access to the Vivid App requires registration in accordance with the procedure set out in section 4.3 below ("**Registration**"). Only consumers (i.e. natural persons who intend to use the Vivid App only for purposes unrelated to their profession or business) who are at least 18 years old, 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 are not subject to US American taxation in the meaning of the Foreign Account Tax Compliance Act (FATCA) are allowed to apply for Registration. Vivid reserves the right to refuse Registration to an applicant without providing reasons or revoke it.
- 4.2 Registration requires the applicant to have the following devices ("**Access Devices**") available (and keep the Access Devices available throughout his/her status as a customer of Vivid):
  - (a) an email address with an inbox to which only he him/herself has access ("**Customer Email Address**"); and
  - (b) a smartphone meeting the requirements for the operating system (iOS / Android) with an active mobile phone number and the Vivid App. Currently supported versions and further information can be found on [www.vivid.money](http://www.vivid.money). Vivid may discontinue servicing out-of-date versions of operating systems or the Vivid App for security reasons. In this case, Vivid will notify the customers eight weeks before discontinuing the service.
- 4.3 For Registration the applicant must:
  - (a) download the Vivid App;
  - (b) provide all data requested including the Customer Email Address ("**Customer Data**");
  - (c) pass a video-interview;



- (d) create a password and, optionally, a PIN code, a FaceID or TouchID (the password and, if applicable, PIN code, FaceID or TouchID together the "**Customer Identification Instrument**").
- 4.4 By completing the Registration the applicant makes a binding offer to Vivid for entering into a contract on the use of the Vivid App in order to get access to the Vivid Services on the basis of the Vivid TC. If Vivid accepts such an offer it will send a confirmation to the Customer Email Address as a consequence of which the applicant becomes a customer of Vivid and of solarisBank.
- 4.5 Access to individual Vivid Services may require completion of additional steps or additional devices as set out in the relevant STC-Vivid Services.

## 5. Processing of Customer Orders

- 5.1 The customer may place orders in relation to Vivid Services via the Vivid App ("**Customer Orders**"). Once placed on the Vivid App a Customer Order is irrevocable unless the revocation is individually agreed to by Vivid.
- 5.2 Vivid shall process a Customer Order if the following conditions are fulfilled ("**Customer Order Processing Conditions**"):
  - (a) The Customer Order is clear and unequivocal, of a type as set out in the relevant STC-Vivid Services and the customer is entitled to give such type of order;
  - (b) the customer has proven his/her identity by means of the Customer Identification Instrument in the authentication process as provided for on the Vivid App ("**Vivid Authentication Process**"); and
  - (c) any additional processing condition specific to the Vivid Service to which the Customer Order relates is being fulfilled, if any such condition exists according to the relevant STC-Vivid Services.
- 5.3 If the Customer Order Processing Conditions are fulfilled, Vivid shall process the Customer Order on the business day and time as specified for the processing of the relevant type of Customer Order in the List of Prices and Services (which can be found under [www.vivid.money](http://www.vivid.money)) and confirm processing to the Customer. If the Customer Order cannot be processed Vivid will inform the customer accordingly.

## 6. Customer's duties of cooperation and diligence

- 6.1 The customer shall always comply with Vivid's safety instructions as set out on the Vivid App + Web.
- 6.2 The customer shall check the messages sent by Vivid to the Customer Inbox and/or the Customer Email Address on a regular basis. The customer shall promptly notify Vivid of any changes of his/her Customer Data.
- 6.3 The customer is responsible for keeping his/her Customer Identification Instrument confidential and secured against access by third parties. In particular, the customer shall ensure the following:



- (a) The Customer Identification Instrument must not be stored electronically in an unsecured way outside of the Vivid Authentication Process;
  - (b) when entering the Customer Identification Instrument, it must be ensured that other persons cannot spy out such features;
  - (c) the Customer Identification Instrument must not be forwarded outside the Vivid Authentication Process, i.e. not by email;
  - (d) the different elements of the Customer Identification Instrument must not be stored together; and
  - (e) the combination of the Customer Identification Instrument and the Customer Data must not be used for any other service.
- 6.4 If the customer discovers that his/her Customer Identification Instrument has been retrieved by any third party ("**Customer Security Violation**"), he/she shall promptly notify Vivid thereof.

## **7. Unauthorized use of the Vivid App by the customer**

- 7.1 The customer may only use the Vivid 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 solarisBank, Vivid or any of their affiliated companies.
- 7.2 The Vivid App may only be used by the customer that applied for Registration in his/her own name (*im eigenen Namen*) and for his/her own account (*für eigene Rechnung*).
- 7.3 The use of the Vivid App with an Access Device 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.
- 7.4 Unless expressly permitted in the Vivid TC, the customer shall not:
  - (a) publish, distribute or transfer the Vivid App;
  - (b) reproduce or save the Vivid App;
  - (c) store the Vivid 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 App;
  - (d) remove or modify the contents of the Vivid App or circumvent security measures or interfere with the proper functioning of the Vivid App or the server on which the Vivid App is hosted;
  - (e) link the Vivid App from other websites; or
  - (f) do anything else that is not expressly permitted by the Vivid TC.

## **8. Blocking of access to the Vivid App + Web**





- 8.1 Vivid shall be authorized to block the customer's access to the Vivid App + Web at any time when it discovers:
- (a) an unauthorized use of the Vivid App by the customer; and/or
  - (b) the occurrence of a Customer Security Violation.
- 8.2 Vivid shall inform the customer of a blocking and, if possible, the steps required to enable Vivid to undo the blocking of the customer's access to the Vivid App + Web.

**9. Customer's own responsibility**

- 9.1 Subject to the provisions set out in section 3 GTC the customer shall use the Vivid App + Web at his/her own risk. Any damage to the customer's equipment resulting from the downloading of devices from or other uses of the Vivid App + Web (including the infection with a virus or malicious codes or destructive elements) shall be borne by the customer.

**10. Availability of and modifications to the Vivid App + Web**

- 10.1 The customer has no claim to permanent and uninterrupted availability of the Vivid App + Web.
- 10.2 Vivid may modify or discontinue the Vivid App + Web or parts thereof. In particular, Vivid may modify the format and content of the Vivid App and/or the requirements for the Access Devices from time to time. This may mean that Vivid may discontinue the service for out-dated versions of an operating system and out-dated versions of the Vivid App.
- 10.3 It is the customer's responsibility to ensure that his/her equipment meets all technical requirements necessary to use the Vivid App at all times. The customer is also responsible for all fees and costs arising from the use of his/her equipment in connection with the Vivid App, including network usage and the fees of the respective smartphone provider.

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

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

1. *The terms of use are agreed upon solely between the customer and Vivid. 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 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 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 App. Apple is not in any way obliged to provide maintenance and support services for the Vivid App.*
4. *Apple is not responsible for Vivid's warranties, no matter whether they arise explicitly or are implied by act of law if not waived effectively. In the case of us Vivid 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 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 to the Vivid 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 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 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.*
8. *Any questions, complaints or claims in relation to the Vivid App should be raised with Vivid. The contact information is provided in Vivid 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 App from Google's Google Play Store**

*The following conditions apply in addition to the STC-App + Web if the customer downloads the Vivid 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, not with Google.*
2. *The customer's use of the Android App must meet the current terms of use of Google Play.*
3. *Google is only the provider of Google Play where the customer downloaded Vivid's Android App. Only Vivid, 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's Android App is established.*

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