

## Vivid Special Terms and Conditions

### Top-Up

#### 1. scope of application

- 1.1 These special terms and conditions ("BesGB-Top-Up") apply to the business relationship 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 jointly referred to as "Vivid Web + App") and govern the special function Top-Up provided by Vivid.
- 1.2 The BesGB-Top-Up supplement the Vivid General Terms and Conditions ("GTC") as well as the Vivid Special Terms and Conditions App + Web ("BesGB-App + Web").
- 1.3 In addition to the BesGB-Top-Up, BesGB exist which refer to further Vivid services (together "BesGB-Vivid Services"). In the event of a conflict between the provisions of the BesGB Top-Up and any of the other BesGB Vivid Services in an area falling within the scope of such BesGB Vivid Service, the provisions of the relevant BesGB Vivid Service shall prevail.
- 1.4 Terms not defined in the BesGB Top-Up shall have the meaning assigned to them in the GTC or the BesGB App + Web or the relevant BesGB-Vivid Service.

#### 2. Top-Up

- 2.1 Via Vivid Web + App, it is generally possible for the Customer to pay by credit card an amount of money to be determined by the Customer to a Vivid bank account to be selected by the Customer via Vivid Web + App. The respective amount is the „**Top-Up Amount**“. For the Top-Up Amount the following restrictions apply:
  - Minimum transaction sum is EUR 1,00;
  - EUR 0,00 per month („**Standard Plan**“);
  - EUR 1000,00 per month („**Prime Plan**“).If there are no legal or technical obstacles, the Top-Up Amount will be credited to the Vivid Bank Account selected by the Customer.
- 2.2 The maximum execution time for the payment order as well as the question whether amount caps apply as well as a possible fee for the execution of the credit card payment shall be governed by the agreements of the Customer with the respective credit card issuer.
- 2.3 If the customer initiates a credit card payment in a currency other than the currency of his credit card account with the third-party bank, the applicable exchange rates shall be determined by the customer's agreements with the third-party bank.

#### 3. Chargebacks

In the event that a chargeback procedure is initiated for a credit card payment pursuant to clause 2, according to which a Top-up Amount must be refunded in whole or in part, the Customer shall irrevocably instruct Solarisbank AG to execute transfers to ECOMMBX Limited with registered office in Cyprus in accordance with Vivid's notifications without undue delay after the respective notification. The regulations of the Special Conditions for the Vivid Money Account of Solarisbank AG apply.