

Vivid General Terms and Conditions

valid from 28 September 2023 (see below for terms applicable until such date)

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**"), with registered office at Kemperplatz 1, 10785 Berlin (Germany), 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 Vivid operates through its Italian branch, with registered office at Via dell'Annunciata no. 23/4, Milan (MI), Italy, in order to promote and market the payment services and debit cards of Solaris to Italian clients.

1.4 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). Vivid will not perform any payment services on behalf of Solaris. All payment transactions executed on any such bank account or debit card will be processed and settled by Solaris under its own responsibility in accordance with the relevant provisions implementing Directive (EU) 2015/2366.

Note: Services may also be offered to Italian customers by Solaris SE via the Italian Branch of Solaris, Solaris SE Succursale Italiana, Via Pola, 11, 20124 Milano (MI), Italia. This applies to customers who have received an Italian IBAN.

1.5 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/informazioni-clienti> or for customers of Solaris SE Succursale Italiana: <https://solarisgroup.com/customer-information/italy/it-iban/english/>). The rights and duties of the customer in respect of the payment services and products offered by Solaris are specified in the pre-contractual and contractual documentation prepared by Solaris, which is available at <https://www.solarisgroup.com/en/informazioni-clienti> (or for customers of Solaris SE Succursale Italiana <https://solarisgroup.com/customer-information/italy/it-iban/english/>) and www.vivid.money.

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-it/legal-documents/>.

- 1.6 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. Language of contract

The Vivid TC and all further documents referred to herein are provided to the customer and concluded in the Italian language; English is a courtesy translation only. By entering into Vivid TC and using Vivid services, customer confirms that customer understands the Italian language and agrees to communicate with Vivid in the Italian language as far as the legal relations arising under this agreement are concerned, including with respect to submitting and resolving any complaints.

3. Amendments to the Vivid TC

- 3.1 Any proposed amendments of the Vivid TC shall generally be notified to the customer by no later than two (2) months prior to their proposed effective date.
- 3.2 The customer may either approve or indicate disapproval of the amendments before their proposed effective date.
- 3.3 Any 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.
- 3.4 Notwithstanding the foregoing paragraphs of Section 3, Vivid shall always be entitled to make any clarifications and make any changes to the Vivid TC that are not detrimental to the customer, without adhering to any notification period. In this case Vivid shall post a new version of the Vivid TC to the terms and conditions site. Further, Vivid and the customer may always agree on an earlier or immediate application of any proposed new terms; this applies in particular in case of new product features or functionalities that the customer has actively requested from Vivid.

4. Liability of Vivid

- 4.1 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.

4.2 Vivid does not accept liability for damages arising to a customer as a result of using the services provided or contents published by Vivid.

4.3 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.

5. Termination

5.1 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 for communicating the customer's notice of termination to Solaris.

5.2 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.

5.3 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 Solaris 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 Solaris to which the Vivid Services provide access to or revocation of a customer consent to the collection and use of data by Vivid.

5.4 The customer's right to access the Vivid Services ceases where Solaris or the customer has terminated the business relationship between Solaris 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.

6. Communications

6.1 By entering into this agreement the customer expressly acknowledges and accepts that the 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.

6.2 Notwithstanding section 6.1 GTC Vivid shall always be entitled to offer additional means of communication to the customer, e.g. customer service by telephone.

7. Prices

7.1 The amount of charges and expenses for the services provided by Solaris is set out in the List of Prices and Services, which are available at <https://www.solarisgroup.com/en/informazioni-clienti> (or for customers of SolarisSE Succursale Italiana set out in the relevant Information Sheets (fogli informativi) available on <https://solarisgroup.com/customer-information/italy/it-iban/english/>) and on www.vivid.money.

8. Right of withdrawal

- 8.1 The customer is entitled to withdraw from this agreement within 14 days of the date when the agreement is executed without incurring any costs in respect of such withdrawal and with no obligation to provide any justification.
- 8.2 The right of withdrawal may be exercised by sending a written communication to Vivid through the form made available at www.vivid.money or any other written declaration prepared by the customer.
- 8.3 By entering into this agreement the customer expressly requests that the Vivid Services and the Vivid App + Web are made available by Vivid pending the expiry of the term for the exercise of the right of withdrawal referred to above. In case the withdrawal right is exercised by the customer the charges and expenses for the Vivid Services and the use of the Vivid App + Web shall apply on a proportional basis.

9. Term of the agreement

The agreement between Vivid and the customer shall continue to be in force until it is terminated in accordance with the provisions set forth in Section 4 above, or the customer exercises its right of withdrawal in accordance with Section 7.

10. Governing law and settlement of disputes

- 10.1 The Vivid TC shall be construed and governed in accordance with the laws of the Federal Republic of Germany, except for the provisions relating to updates of the Vivid TC (Section 3) which shall be construed under the laws of the country of residence of the customer. Besides this, consumers that qualify as consumers in accordance with the applicable provisions of the Italian Consumer Code (Legislative Decree no. 206 of 6 September 2005), can rely on the mandatory consumer protection laws of their country of residence.
- 10.2 Disputes between the customer and Vivid shall only be brought before a German court. This applies when the customer appeals to a court as well as when Vivid does so. Exceptions to the above are: (a) if mandatory law indicates a different competent court, this is binding for the customer and Vivid - in particular if the customer qualifies as consumer in accordance with the applicable provisions of the Italian Consumer Code (Legislative Decree no. 206 of 6 September 2005), all disputes arising from the Vivid TC shall be subject to the jurisdiction of the place where the customer is resident or domiciled, if such place is in the Italian territory, (b) if a foreign court is competent for the customer, Vivid can submit the dispute to that court; (c) the customer can refer the dispute with Vivid to the competent dispute committees and complaint committees - information on the filing of such claims is contained in Vivid's precontractual information document (<https://website-static.vivid.money/static/legal-docs/en-it/pre-contractual-info.pdf>).
- 10.3 Additional details on the filing of any claims that (also) relate to Solaris are contained in the documentation prepared by Solarisbank made available at <https://www.solarisgroup.com/en/informazioni-clienti> (or for customers of Solaris SE Succursale Italiana <https://solarisbank.com/customer-information/italy/it-iban/english/>) and www.vivid.money.

11. 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.

12. Complaints



The customer is invited to contact Vivid at www.vivid.money to present any questions or complaints using the various channels indicated on such website. The customer may also address a complaint to Vivid's contact point stated in Vivid's precontractual information document (<https://website-static.vivid.money/static/legal-docs/en-it/pre-contractual-info.pdf>).

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- possible further services provided by Vivid.

1.3 In Germany Vivid is registered as tied agent of Solarisbank AG ("**Solarisbank**"), a CRR credit institution supervised by the German Federal Financial Supervisory Authority (BaFin) and the European Central Bank (ECB), within the meaning of sec. 2, para. 10, of the German Banking Act (*Kreditwesengesetz*).

Note: Services may also be offered to Italian customers by Solarisbank AG via the Italian Branch of Solarisbank AG, Solarisbank AG Succursale Italiana, Via Pola, 11, 20124 Milano (MI), Italia. This applies to customers who have received an Italian IBAN. The tied agent relationship with Solarisbank AG, Germany, is not relevant for customers of Solarisbank AG Succursale Italiana.

1.4 Vivid operates through its Italian branch, with registered office at Via dell'Annunciata no. 23/4, Milan (MI), Italy, in order to promote and market the payment services and debit cards of Solarisbank to Italian clients.

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- 10.3 Additional details on the filing of any claims that (also) relate to Solarisbank are contained in the documentation prepared by Solarisbank made available at <https://www.solarisbank.com/en/informazioni-clienti> (or for customers of Solarisbank AG Succursale Italiana <https://solarisbank.com/customer-information/italy/it-iban/english/>) and www.vivid.money.

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12. Complaints



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