

## Vivid Special Terms and Conditions

### Debit Card Access Services

valid from 15 January 2022 (see below for terms applicable until such date)

valid immediately for customers of Solarisbank AG Succursale Italiana, i.e. customers who have received an Italian IBAN

#### 1. Scope of application

1.1 These special terms and conditions ("**STC-Debit Card**") 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 Debit Card Access Services (as defined below) provided by Vivid.

1.2 In Germany Vivid is registered as tied agent of 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.

1.3 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 Solarisbank to Italian clients.

1.4 The STC-Debit Card 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 Bank Account Access Services ("**STC Bank Account**"). Terms not defined in the STC-Debit Card shall have the meaning given to them in the GTC, the STC-Web + App or the STC Bank Account.

#### 2. Vivid Debit Card Access Services

2.1 Vivid, on behalf of Solarisbank, offers the customers via the Vivid App VividCards issued by Solarisbank as described herein ("**Vivid Debit Card Access Services**").

2.2 A VividCard can either be

(a) a physical VividCard: The customer will be issued two VISA debit cards:

- (i) One physical VISA debit card with no PAN presented at the surface of the card, that will be delivered to the customer and that is designed for card presented purchases.
  - (ii) One virtual VISA debit card that is designed for e-commerce purchases without card-presence;
- (b) a virtual VividCard: The customer will be issued one VISA debit card. This debit card is designed for e-commerce and for certain contactless card-presented operations like Google Pay or ApplePay.

(together the "**VividCards**").

### 2.3 Functionalities of the VividCards

#### 2.3.1 In the Vivid App, the customer can view (to the extent provided): for

(i) a physical VividCard: last 4 digits of PAN and CVV of physical Visa debit card and PAN, CVV and expiry date of virtual Visa debit card, and

(ii) a virtual VividCard: PAN, CVV and expiry date

and the customer can manage the VividCards, i.e. activate, block, unblock or close the VividCards.

2.3.2 Each VividCard is linked to one specific Pocket. When opening the first Pocket in the Vivid App, customer will be issued a VividCard as described in (a) above linked to the Pocket with the SEPA-connected EUR-denominated bank account. The VividCards can be relinked to other Pockets of the customer or to which the customer has been authorized. Transactions and reservations with the VividCard will be settled with and made to the Pocket to which the VividCard is linked according to the logic set forth in detail in Solarisbank's List of Prices and Services / Information Sheets (*fogli informativi*) which can be found under <https://solarisbank.com/customer-information/> and [www.vivid.money](http://www.vivid.money).

2.4 Further details of the functionalities of the VividCards can be found on [www.vivid.money](http://www.vivid.money) and in Solarisbank's Conditions for Payments via Virtual Debit Cards and Special Terms and Conditions for the Use of the Vivid Money Cards (available under <https://solarisbank.com/customer-information/> and [www.vivid.money](http://www.vivid.money)).

### 3. Vivid acting as outsourcing provider for Solarisbank

3.1 Any VISA debit card is issued by Solarisbank.

3.2 The operation of a debit card 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 Italian Branch Solarisbank AG Succursale Italiana, the respective Italian equivalent legislation.

3.3 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 Italian equivalent legislation and

provides Vivid Debit Card Access Services therefore exclusively as outsourcing provider (*Auslagerungsunternehmen*) pursuant to section 25b KWG or section 26 ZAG (or the respective Italian equivalent legislation) for Solarisbank.

#### 4. Access to Vivid Debit Card Access Services

- 4.1 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 Debit Card Access Services (which can only be selected together with Vivid Bank Account Access Services).
- 4.2 Access to the Vivid Debit Card Access Services requires the customer to comply with the registration procedure ("**Vivid Card Registration**") set forth in the STC-Web + App.
- 4.3 By completing the Vivid Card Registration the customer makes a binding offer
  - (a) to Solarisbank for entering into a contract on the use of debit card(s) on the basis of the Solarisbank Special Terms and Conditions for the Use of the Vivid Money Cards (please see for further detail: <https://solarisbank.com/customer-information/> and [www.vivid.money](http://www.vivid.money)), and
  - (b) to Vivid for entering into a contract on the use of the Vivid Debit Card Access Services on the basis of the Vivid TC.
- 4.4 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 Debit Card Access Services.
- 4.5 The customer will enter into a separate legal relationship with Solarisbank in relation to the VividCards. This legal relationship is governed by the Solarisbank Special Terms and Conditions for the Use of the Vivid Money Cards (please see for further detail: <https://solarisbank.com/customer-information/> and [www.vivid.money](http://www.vivid.money)).

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- 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 Solarisbank to Italian clients. The Italian branch of Vivid operates as agent or contractor (*agente o soggetto convenzionato*) of Solarisbank pursuant to article 128-*quater*, para. 7, of the Italian Banking Act.
- 1.4 The STC-Debit Card 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 Bank Account Access Services ("**STC Bank Account**"). Terms not defined in the STC-Debit Card shall have the meaning given to them in the GTC, the STC-Web + App or the STC Bank Account.

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2.4 Further details of the functionalities of the VividCards can be found on [www.vivid.money](http://www.vivid.money) and in Solarisbank's Conditions for Payments via Virtual Debit Cards and Special Terms and Conditions for the Use of the Vivid Money Cards (available under <https://www.solarisbank.com/en/informazioni-clienti> and [www.vivid.money](http://www.vivid.money)).

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3.3 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 and provides Vivid Debit Card Access Services therefore exclusively as outsourcing provider (*Auslagerungsunternehmen*) pursuant to section 25b KWG or section 26 ZAG for Solarisbank.

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  - (b) to Vivid for entering into a contract on the use of the Vivid Debit Card Access Services on the basis of the Vivid TC.
- 4.4 If Vivid accepts such an offer in its own name and in the name of Solarisbank it will send a confirmation to the Customer Email Address as a consequence of which the customer shall be entitled to use the Vivid Debit Card Access Services.
- 4.5 The customer will enter into a separate legal relationship with Solarisbank in relation to the VividCards. This legal relationship is governed by the Solarisbank Special Terms and Conditions for the Use of the Vivid Money Cards (please see for further detail: <https://www.solarisbank.com/en/informazioni-clienti> and [www.vivid.money](http://www.vivid.money)).