

Vivid Special Terms and Conditions

App + Web

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 ("**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.
- 1.2 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.
- 1.3 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. 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 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 <https://www.solarisbank.com/en/customer-information/> and 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 send 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 download 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.*

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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.*
