



Special Terms and Conditions for the Vivid Money Account

For the use of the accounts and payment transactions enabled by Solarisbank AG (hereinafter: “**Bank**”) using the Vivid Money App and the services of its partner Vivid Money GmbH, the following Special Terms and Conditions shall apply in addition to the Bank’s General Terms and Conditions, and in particular the respective Terms and Conditions for Payments by Direct Debit in the SEPA Basic Direct Debit Scheme, the respective Terms and Conditions for Credit Transfers, the respective Terms and Conditions for Online Banking, the respective Terms and Conditions for Foreign Currency Accounts and the respective Terms and Conditions for the Debit Card and Virtual Debit Cards, which can be viewed, saved in readable form and printed out from <https://www.solarisbank.com/de/kundeninformation/>.

I. Account-Specific Provisions

1. Account Agreement

1.1 Account denominated in Euro; Term

(1) The Bank administers for the customer one or more SEPA-eligible payment transaction accounts denominated in Euro. The first SEPA-eligible payment transaction account opened in the aforementioned way is hereinafter referred to as the “**Main Account**”, all SEPA-eligible accounts together as “**Payment Transaction Accounts**”.

(2) The customer may use the Main Account and the other Payment Transaction Accounts for cash withdrawals, credit transfers, payments by way of SEPA direct debit system and the setting up of standing orders as well as for use of physical and/or virtual debit cards.

(3) The Main Account and the other Payment Transaction Accounts shall not bear interest.

(4) The agreement regarding each Payment Transaction Account and all Further Accounts pursuant to Clause 1.2 (the “**Vivid Money Account Agreement**”) is entered into for an indefinite period.

1.2 Further EUR-Accounts

(1) In addition, upon request of the customer, the Bank administers further separate accounts denominated in EUR for the customer (the “**Further Accounts**”, and together with the Payment Transaction Accounts, the “**Accounts**”), each with an IBAN separate to the Payment Transaction Accounts.

(2) These Further Accounts are not intended for regular payment transactions. In particular, the customer may not use these Further Accounts for cash withdrawals, credit transfers, payments by way of SEPA direct debit system and the setting up of standing orders.

(3) The Further Accounts shall not bear interest.

2. Scope of Service

(1) The Accounts entitle the customer to use the account services described in (i) these Terms and Conditions, (ii) other special Terms and Conditions (e.g. the Terms and Conditions for Payments via Direct Debit in the SEPA Basic Direct Debit Scheme) and (iii) the Bank’s General Terms and Conditions, in

particular to make dispositions via the Vivid Money App, to participate in cashless payment transactions and to use a debit card and/or virtual debit card (if issued).

3. Dispositions

(1) The Accounts will be held as mere credit accounts. The Bank does not grant the customer a credit line.

(2) The customer can instruct dispositions to the extent that the respective Main Account or the respective Payment Transaction Account has a positive account balance.

(3) The Bank is entitled to determine amount limits for dispositions over the Accounts.

4. Granting of Access Rights via the Vivid Money App; Account Authorisations

(1) The customer may grant an access right, including a power of attorney (the “**Access Right**”), to one or more other customers (each a “**User**”) with regard to the Main Account, another Payment Transaction Account and/or one or more Further Accounts.

(2) **The granting of an Access Right does not result in the Accounts becoming traditional joint accounts where the User(s) together with the customer(s) are joint holders of the Accounts and the credit balances booked therein. The credit balances on the Accounts remain economically allocated to the respective customer only. Within the scope of an Access Right, the other User(s) will only be granted a right of disposal pursuant to Clause 4(4). Hence, each payment made from the Accounts is deemed to be a payment of the customer, regardless of who triggered the payment. On the other hand, each incoming credit transfers to the Accounts is considered to be a credit in favour of the customer.**

(3) The Bank may limit the number of Access Rights that the customer may grant per Account. The customer may view the number of possible Access Rights per Account in the Vivid Money App at any time.

(4) The Access Right of the User may be limited to:

(a) a mere inspection of the Main Account and/or one or more Payment Transaction Accounts and/or Further Accounts (“**Inspection Right**”);



- (b) an authorisation to dispose over the Main Account and/or one or more Payment Transaction Accounts and/or Further Accounts which permits the User *vis-à-vis* the Bank to dispose over existing credit by way of cash withdrawals, credit transfers, SEPA-direct debit mandates and the setting up of standing orders as well as to participate in cashless payment transactions and to use a debit card and/or virtual debit card (if issued) to the same extent as the customer. In no event, however, the User shall be entitled to terminate the Vivid Money Account Agreement pursuant to Clause 6.

Additionally, in the case of both types of Access Rights pursuant to Clause 4(4)(a) and (b), the User is entitled to view account statements and other information relating to the Account.

- (5) The Access Right for the User is granted as follows:
- (a) in order to grant an Inspection Right pursuant to paragraph 4(a), the customer transmits a corresponding invitation in the Vivid Money App for one or more Accounts to the User to whom the such right shall be granted. By creating a user account and acceptance of the invitation on the part of the relevant User, the respective Inspection Right shall be granted.
- (b) in order to grant the right of disposal in accordance with paragraph 4(b), the customer transmits an invitation in the Vivid Money App to the User to whom such right shall be granted and authorises such invitation via biometric features (fingerprint scan or face recognition) or by entering a TAN as proof of the possession element (authentication element). The acceptance of the relevant right of disposal on the part of the relevant User shall be done by creating a user account and performing a video authentication in the Vivid Money App.
- (6) The customer expressly releases the Bank from banking confidentiality for the purpose of granting the Access Rights. Accordingly, the Bank may share the relevant account information with the respective User.
- (7) Despite existing Access Rights, the User is not permitted to grant sub-authorisations.
- (8) The customer may revoke the Access Rights granted via the Vivid Money App in accordance with Clause 4(4) in the Vivid Money App at any time and without giving reasons.
- (9) The Access Right applies beyond death of the customer. In the event of death, the heirs will take over the position of the customer without limitation of the rights described in these Terms and Conditions.
- (10) If the use of the Vivid Money App by the User ends permanently, the Access Right shall expire automatically.

- (11) Upon the death of a User, his/her Access Right shall expires automatically (condition subsequent).

5. Fees

- (1) Any fees owed by the customer to the Bank for special services are set out in the “List of Prices and Services“, which can be viewed, saved in readable form and printed out from <https://www.solarisbank.com/de/kundeninformation/>.
- (2) Changes to the fees shall be proposed to the customer in text form no later than two months before they are to take effect. If the customer has agreed an electronic means of communication with the Bank as part of the business relationship (e.g. online banking), the changes may also be proposed by this means. The customer may either agree or reject the changes before the proposed date of entry into force. The customer is deemed to have consented if he/she fails to provide notice of his/her rejection in advance of the proposed date of the changes coming into effect. The Bank shall make specific reference to this de facto consent in its offer.
- (3) When the customer is notified of changes to the fees, he/she may cancel the business relationship without notice and at no cost in advance of the proposed date of the changes coming into effect. The Bank shall make specific reference to this right to terminate in its offer.
- (4) In the case of fees and changes to them for payments by customers who are not consumers, the provisions in Section 12 paragraphs 2 to 6 of the Bank’s General Terms and Conditions apply.

6. Termination Right of the Customer

The customer may terminate the Vivid Money Account Agreement at any time without any notice period (see Clause 18 of the General Terms and Conditions).

7. Termination Right of the Bank

The Bank may terminate the Vivid Money Account Agreement with a reasonable notice period of at least two months. The Bank shall terminate the Vivid Money Account Agreement with a longer notice period if this is necessary in view of the legitimate interests of the customer.

The Bank may terminate the Vivid Money Account Agreement without notice if there is good cause (*wichtiger Grund*) which makes it unreasonable for the Bank to continue the Vivid Money Account Agreement, even after due consideration of the legitimate interests of the customer (see also Clause 19 of the General Terms and Conditions).

In particular, such good cause (*wichtiger Grund*) exists if the customer has provided incorrect information about his/her financial situation and the Bank has based its decision to conclude the



Vivid Money Account Agreement on this information, or if a significant deterioration in the customer's financial situation occurs or threatens to occur, thereby jeopardising the fulfilment of the obligations *vis-à-vis* the Bank arising from the Vivid Money Account Agreement.