

## Vivid Money Special Terms and Conditions

### Vivid Points Program – Bring a Friend

#### 1. Scope of application

- 1.1 These special terms and conditions ("**STC-Vivid Points Bring a Friend**") apply to the business relation between the customer and Vivid Money GmbH ("**Vivid Money**") as provider of a mobile application ("**Vivid Money App**") and a website [www.vivid.money](http://www.vivid.money) ("**Vivid Money Web**" – Vivid Money Web and Vivid Money App collectively referred to as "**Vivid Money Web + App**") and regulate the Vivid Points Program – Bring a Friend provided by Vivid Money.
- 1.2 The STC-Vivid Points Bring a Friend supplement the Vivid Money General Terms and Conditions ("**GTC**") and the Vivid Money Special Terms and Conditions Web + App ("**STC-Web + App**") and must be read together with the Vivid Money Special Terms and Conditions Bank Account Access Services ("**STC Bank Account**"). Terms not defined in the STC-Vivid Points Bring a Friend shall have the meaning given to them in the GTC, the STC-Web + App or the STC Bank Account.

#### 2. Vivid Points Program – Bring a Friend

- 2.1 Vivid Money offers its customers the Vivid Points Program – Bring a Friend as described herein. The Vivid Points Program – Bring a Friend is a bonus program for existing customers of Vivid Money and is no investment. The Vivid Points Program – Bring a Friend necessarily includes the linking of the Vivid Points to stocks (see clause 4). Vivid Points cannot be redeemed before such linking. Vivid Points cannot be assigned to any other person. Vivid Points cannot be traded and are generally unsuitable for trading due to such restriction, since the linking according to clause 4 occurs at a very individual time and due to the restrictions to the Vivid Points, e.g. according to clause 3.3.
- 2.2 Every existing private customer of Vivid Money who holds an account with Vivid Money ("**Eligible Customer**") is entitled to participate in the Vivid Points Program – Bring a Friend.
- 2.3 Each Eligible Customer receives 20 reward points as a bonus from Vivid Money ("**Vivid Points**") for each successful referral of a new customer, who is not an owner of a Bank Account with Vivid Money yet when opening his Bank Account ("**New Customer**") by using a referral link, specifically generated for every customer. A referral is only deemed successful if the New Customer follows the referral link, which the Eligible Customer has sent him, enters his e-mail address and applies for opening a Bank Account from there. The Eligible Customer will be awarded with a referral bonus, if the New Customer makes one (1) card purchase or one (1) direct debit of at least EUR 20 ("**Transaction**") within thirty (30) days after opening an account with Vivid Money. The Transaction of the New Customer must be successful (see clause 2.5 and 2.6) in order for the Eligible Customer to be awarded with the referral bonus. Each Vivid Point is worth EUR 1.00, i.e. the Eligible Customer receives 20 Vivid Points (= equivalent of EUR 20.00).
- 2.4 The Transaction must be at least in the amount of EUR 20.00. Two transactions of EUR 10.00 do not classify as Transaction.

2.5 If the Transaction of the New Customer for which Vivid Points have been credited to the customer is cancelled or if the Transaction of the New Customer for which Vivid Points have been credited to the customer is reversed (e.g. by return of the purchased goods by the customer) as well as in the event of misuse or fraud by the customer or the New Customer, Vivid Money reserves the right to cancel the corresponding Vivid Points. This particularly applies to the case (but is not limited to the case) that one New Customer opens more than one Bank Account by using the referral link as described in clause 3.3 above.

2.6 In the event of incorrect credits of Vivid Points to the customer's Reward Pocket for technical reasons, Vivid Money reserves the right to amend the corresponding Vivid Points in order to rectify the incorrect credits.

### **3. Granting of Vivid Points and Balance**

3.1 The Vivid Points are credited to the Reward Pocket of the customer's Bank Account within seven (7) days after the Transaction of the New Customer has been completed successfully.

3.2 The current balance of Vivid Points can be seen by the customer in the Reward Pocket of the customer's Bank Account at any time.

3.3 Each Eligible Customer receives a referral bonus in the amount of 20 Vivid Points (= equivalent of EUR 20.00) for every successful referral of a New Customer as stated under clause 2. The referral bonus is only granted once per New Customer, i.e. if one New Customer opens more than one Bank Account by using the referral link, the Eligible Customer will only receive one referral bonus in the amount of 20 Vivid Points.

3.4 The referral bonus of 20 Vivid Points does not count against the maximum amount of 20 Vivid Points per month, which applies to the other Vivid Points Programs (Premium, Online and Champions).

3.5 Vivid Points are not transferable. The customer cannot transfer money to the Reward Pocket in order to convert such money into Vivid Points.

3.5 Vivid Money informs the customer that any bonus and other benefits received by the customer in a sum of at least EUR 256.00 per year might trigger a tax liability of the customer. The customer is solely liable to fulfil its tax obligations. For further information please consult your tax advisor.

### **4. Linking of Vivid Points to Stocks**

4.1 As soon as the Vivid Points are credited to the Reward Pocket in the customer's Bank Account, the customer shall link the Vivid Points to one of the stocks listed in the Reward Pocket ("**Stocks**").

4.2 As soon as the customer has linked the Vivid Points to a certain Stock, the amount of Vivid Points depends on the changes in Stock prices. For example, if the customer has linked the Vivid Points to the Apple Stock and the Stock price of Apple increases by 2.0%, the Vivid Points will also increase by 2.0%, e.g. 2 Vivid Points would then increase to 2.04 Vivid Points.

4.3 In case of a decrease of the Stock price of the Stock linked to the Vivid Points, the amount of Vivid Points will also decrease, but not below the total initial amount of Vivid Points received by the customer. However, the Vivid Points will only start again to be higher than the initial amount of

Vivid Points when the Stock price is (again) higher than it was when the Vivid Points were originally linked to the Stock price.

- 4.4 As a consequence, the customer has only the chance that the bonus reflected in his Vivid Points might increase above the initial amount but no risk that they fall below the initial amount. Also, he does not have to pay or forfeit anything for this chance: The Vivid Points offer that chance by definition and they are being granted without any consideration but as bonus.
- 4.5 The customer can decide to link the Vivid Points to a different Stock at any time. In such case only Vivid Points that have been credited to the customer's Vivid Reward Pocket after this decision will be linked to the different Stock. Vivid Points that had been linked to the previous Stock remain linked to that previous Stock.
- 4.6 The current balance of the amount of Vivid Points under consideration of the development of the prices of the Stocks linked to the Vivid Points can be seen by the customer in the Rewards Pocket.

## **5. Redemption of Vivid Points**

- 5.1 The customer can redeem Vivid Points at any time after he has linked the Vivid Points with a certain Stock. The customer can only redeem all Vivid Points and not parts of the Vivid Points.
- 5.2 In case that the customer redeems the Vivid Points, the customer will receive a payment in Euro equalling to the value of the Vivid Points into his Main Pocket. For example, if the customer has 2.04 Vivid Points in the customer's Reward Pocket, the customer will receive EUR 2.04 in his Main Pocket.
- 5.3 In case of misuse or fraud by the customer or a New Customer, Vivid Money reserves the right to reverse the credit in the amount of the value of the redeemed Vivid Points affected by the misuse or fraud in the respective customer's Bank Account. This particularly applies to the case (but is not limited to the case) that one New Customer opens more than one Bank Account by using the referral link as described in clause 3.3 above.

## **6. Complaints**

- 6.1 The customer shall check the Vivid Points balance in the Vivid Reward Pocket of the customer's Bank Account at least once a month for the previous month. If Transactions of the previous month are not listed at all, or if the stated amounts are incorrect, the customer shall inform Vivid Money until the end of the month following the month of the respective Transaction, enclosing the proof of purchase and information about the Partner. In the event of a late complaint, the customer's claim to the granting of Vivid Points for the Transaction concerned shall be forfeited.

## **7. Term and Termination of the Vivid Points Program – Bring a Friend**

- 7.1 The initial term of the Vivid Points Program – Bring a Friend is from 9 July 2020 until 31 August 2020. This term may be extended by Vivid Money by separate notification. An extension of the Vivid Points Program – Bring a Friend is in the sole discretion of Vivid Money.
- 7.2 Participation in the Vivid Points Program – Bring a Friend can be terminated by the customer at any time without any notice period.

- 7.3 Participation in the Vivid Points Program – Bring a Friend can be terminated by Vivid Money at any time with one month's prior notice.
- 7.4 In the event of termination of the Vivid Points Program – Bring a Friend according to clause 7.2 or clause 7.3, the entitlement to the granting of Vivid Points shall cease to apply when the termination takes effect and the customer may redeem the existing Vivid Points according to clause 5.
- 7.5 In the event of misuse of the Vivid Points Program – Bring a Friend by a customer or fraud of a customer in connection with the Vivid Points Program – Bring a Friend Vivid Money can immediately terminate the participation of that customer in the Vivid Points Program – Bring a Friend. In such case Vivid Money reserves the right to cancel the corresponding Vivid Points according to clause 2.5 and to reverse the credit in the amount of the value of the redeemed Vivid Points according to clause 5.3
- 7.6 Changes or amendments to these STC-Vivid Points Bring a Friend will be announced by notification in text form. The changes or amendments to the STC Vivid Points Bring a Friend shall be deemed to have been approved if a customer does not enter an objection in text form within two months of notification. Vivid Money will make special reference to this consequence upon notification. If a customer objects to the change or amendment, the participation of the customer can be terminated from the date of the changes or amendments to the STC Vivid Points Bring a Friend. In case of an important reason, changes or amendments to the STC-Vivid Points Bring a Friend are possible without observing the two-month period.

## 8. Privacy Policy

- 8.1 The privacy policy of Vivid Money, which can be accessed in the Vivid Money Web + App, applies. If the customer complains about Vivid Points, Vivid Money may - if and to the extent necessary for processing the complaint - transmit the relevant customer data (last name, first name, date of purchase, item, price, invoice number) to the Partner concerned in order to process the complaint as completely as possible.

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