

# Terms and Conditions for the Use of the Tomorrow Services

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We, Tomorrow GmbH, Neuer Pferdemarkt 23, 20359 Hamburg, owner of the "Tomorrow" brand (hereinafter "Tomorrow" and "we"), offer various services in connection with banking services via a mobile application (hereinafter "Tomorrow App") as part of a cooperation with our partner bank, Solaris SE, Cuvrystraße 53, 10997 Berlin (hereinafter "Solaris"). Tomorrow itself does not provide any services that require a banking licence.

Our services (hereinafter "Tomorrow Services") include, among other things:

- Transfers and direct debit payments
- Categorisation of income and expenditures
- Use of a debit card
- Pockets (sub-accounts for saving purposes)
- Apple pay / Google pay
- Benefits for customers applicable for selected brands
- Account switching service
- Additional, optional services, which are described in and can be booked through the Tomorrow App, such as:
  - o Cash deposit and withdrawal
  - o Rounding up of direct debit amounts
  - o Possibility of providing an overdraft service
  - o Investment brokerage for equity funds

By opening an account, you conclude a user agreement with us, the content of which is the use of the Tomorrow App including the various Tomorrow services (hereinafter "User agreement").

In addition, you conclude a contract with Solaris for the provision of the various banking services related to the setup and usage of a current account and the use of a debit card (hereinafter "Solaris bank account/card contract"). This contract is also concluded as part of the account opening process via our app.

Additionally, you can select further services in the app that are not included in the scope of Now, Change and Zero. All fees can be found in our price list for Tomorrow Services ([Pricelist](#)) and in the Solaris price list ([Solaris Pricelist](#)).

All fees for the contractual use of the current account (Now, Change or Zero) and the debit card are collected by us. If you order additional Solaris services separately via the Tomorrow App or our Customer Support, Solaris will generally collect the fees.

# 1 Scope

1.1 These General Terms and Conditions apply to the contract of use for the Tomorrow services in the Tomorrow App.

1.2 The Solaris bank account/card contract is subject to the Solaris Terms and Conditions. You can view Solaris' terms and conditions here: [Solaris T&C](#).

1.3 You can also make use of additional services, for which our or the respective Solaris terms and conditions apply. These are agreed separately between us or you and Solaris. We will make the special terms and conditions available to you before you activate the additional service. You can view the special terms and conditions of Solaris here: [Solaris T&C additional services](#).

1.4 If you use your own General Terms and Conditions, these shall only become part of the contract if we have expressly agreed this in writing.

## 2 Subject of the Contract

2.1 The subject matter of the Tomorrow User Agreement is the use of Tomorrow services. Banking transactions are conducted online via the Tomorrow App and there you can also access information about your bank account. You can only use the Tomorrow Services with our partner Solaris.

2.2 We always do our best to enable unrestricted use and availability of the Tomorrow Services, but unfortunately cannot guarantee this. Access to the services may be temporarily restricted for technical reasons (e.g. malfunctions, maintenance) or for reasons beyond our control (e.g. force majeure, third-party liability). If maintenance work becomes necessary and Tomorrow Services are therefore unavailable, we will inform you of this as soon as possible.

## 3 Registration for the Tomorrow Services and Opening of your Bank Account

3.1 In order to use the Tomorrow Services, you must register with us using a smartphone with internet access. The operating software on your smartphone must fulfil certain minimum requirements. The applicable minimum requirements can be found on our website at [Minimum requirements](#). We reserve the right to adjust the minimum requirements.

3.2 To start the registration process and conclude both the Tomorrow user agreement with us, and the Solaris bank account/card agreement with Solaris, you download the Tomorrow app from your respective app store. After installing the Tomorrow App, you will be automatically guided through all the necessary steps. To successfully complete the registration process, you will need to provide complete information. As part of this process, we will verify the email address and mobile phone number you provide.

3.3 During your bank account opening journey, we will provide you with our General Terms and Conditions and other terms and conditions (e.g. the price list), as well as the Solaris Terms and Conditions for you to take note of.

3.4 Furthermore, an identity check is required, which is carried out by an external service provider on behalf of Solaris. As part of the login and registration process, you will be automatically directed to the identification procedure.

3.5 For reasons of fraud prevention and compliance requirements, you may be asked to answer additional questions or verify information.

3.6 In the final step, Solaris will check whether they accept your offer to conclude a Solaris bank account/card contract; if necessary, further enquiries may be made. We will inform you of the result of the review immediately.

## 4 Tomorrow as Tied Agent of Solaris for Investment Brokerage of Stock Funds

4.1 As a tied agent, Tomorrow brokers transactions for the purchase and sale of stock funds (hereinafter referred to as "investment brokerage of stock funds") in the name and for the account of Solaris.

4.2 Solaris maintains the giro accounts required for investment brokerage of stock funds. If you have opened a Solaris Bank Account in accordance with Section 3 of these terms and conditions already, the required giro account already exists.

4.3. Solaris forwards your buy and sell order to a brokerage agent (hereinafter referred to as "broker"), who in turn forwards these orders to the custodian and order-executing bank (hereinafter referred to as "custodian bank"). You conclude separate contracts with the broker and custodian bank.

4.4. Tomorrow provides the investment brokerage of stock funds as a tied agent under the liability of Solaris. Tomorrow's activities that go beyond the investment brokerage of stock funds are not covered by Solaris' assumption of liability.

## 5 Costs

5.1 You can choose between the "Now", "Change" and "Zero" accounts. The fees for the respective use of the Tomorrow Services are set out in the "Price list" (<https://assets.tomorrow.one/en-EU/legal/pricelist/pricelist.pdf>). Unless agreed otherwise in writing, the price list valid at the time of your account opening.

5.2 Charges for separately ordered services can also be found in the "Price list": [Pricelist](#).

5.3 The amounts listed in the price list include statutory VAT.

5.4 If you have opted for an annual subscription and have paid the annual fee already and then decide to switch from "Now" to "Change" or "Zero" or from "Change" to "Zero", we will offset your credit balance for the unused months against the annual fee for your new account model. A change from "Zero" to "Change" or "Now" or a change from "Change" to "Now" will be activated after expiry of the annual or monthly fee already paid.

5.5 We will collect the agreed fees from your account by direct debit during the agreed billing cycle. You issue a corresponding SEPA direct debit mandate for this purpose when opening the account or changing the account model. Fees for separately ordered services will be collected shortly after they are ordered.

## 6 Communication and Data Changes

6.1 All communication – whether verbal or written – is between you and us. Feel free to contact us with all questions and concerns: [Contact](#).

Accordingly, we will act as Solaris' messenger and recipient for all communication relating to your contractual relationship with Solaris, e.g. cancellation of your bank account or concerns about your debit card.

6.2 You have the option of changing the following information in your user account yourself:

- E-mail
- Mobile number
- Registration address
- Tax ID

If you change your email address or mobile number, we will verify them again for your security.

6.3 For all other changes, please contact our customer support.

## 7 Data protection

7.1 We are committed to protect your data using appropriate and state-of-the-art measures and ensure that we only process the personal data of our customers if we have legal permission to do so or with your explicit consent. Details on our handling of personal data, data protection and data security can be found in our privacy policy ([Privacy policy](#)).

7.2 The Tomorrow App is available via app stores operated by third parties. You must first register with the relevant app store to obtain the app. We have no influence on the collection, processing and use of personal data by the third-party company, operating the respective app store. Responsible are the respective companies.

## 8 Obligations of our customers

8.1 You must ensure the confidentiality and security of your access data to the Tomorrow Services. This means that you must keep your access data to your Tomorrow Services secret, must not pass it on, must not tolerate or allow third parties to gain knowledge of it and must take the necessary measures to ensure confidentiality, e.g. by using a secure password consisting of numbers, letters and special characters and by changing your password regularly. Keep your mobile phone safe from being accessed by other people.

8.2 The technical connection to the Tomorrow Services may only be established via the access channels provided by us (the Tomorrow App).

8.3 As of the time of registration, you must ensure that the e-mail address you have provided can be reached and that e-mails can be received.

8.4 Due to legal or regulatory requirements and/or fraud prevention, it may be necessary for us to verify and/or supplement your details as part of the ongoing business relationship. In this case, you are obliged to provide the necessary information.

8.5 If you discover loss or theft of your access data, misuse or other unauthorised use of your access data, you must notify us immediately. Theft of access data or misuse of access data must be reported to the police (online if applicable) without delay. ~~If you suspect that another~~

~~person has gained unauthorised possession or knowledge of your access data, or is using your access data, you must also inform us immediately.~~

8.6 You shall take appropriate precautions to back up the data and content entered, uploaded and stored by you when using the Tomorrow Services regularly and in accordance with the risks involved. Furthermore, you are responsible for creating your own backup copies to ensure that the data and information can be reconstructed if lost.

8.7 Attacks on the functionality of Tomorrow Services, such as the mass sending of e-mails (spam), hacking attempts, brute force attacks, the use or sending of spyware, viruses and worms, etc. are prohibited.

8.8 Orders of any kind must clearly and correctly state the details of the order. Orders that are unprecise or faulty can result in queries that lead to delays. When placing orders, you must ensure that your details are correct and complete, in particular the IBAN and BIC.

8.9 You are obliged to pay the fees owed in accordance with section 5 in conjunction with the price list or any other fees agreed between us when due.

## 9 Blocking of Access

### ~~9.1 Blocking of access at the instigation of customers~~

Tomorrow shall block access to the app ("usage block") at the customer's request, in particular in the event of a blocking notice. Customers can have an access block that was initiated by him or her lifted via e-mail or telephone after he or she has identified himself or herself personally.

### ~~9.2 Suspension of use at the instigation of Tomorrow~~

~~Tomorrow is entitled to block customers' access to the app at its own discretion in the following instances:~~

- ~~• in case of occurrence of a risk listed in section 8.4~~
- ~~• in the event of failed fee payments (see Section 8.8.),~~
- ~~• in case of incomplete required data (e.g., your tax ID, mobile number or registration address);~~
- ~~• if you do not accept amended contract terms within the deadline,~~
- ~~• if there is a suspicion that a criminal offence has been committed (e.g. fraud), or~~
- ~~• if Tomorrow is entitled to terminate the contract with customers for good cause.~~

~~Tomorrow shall inform affected customers by email.~~

## 10 Term and Termination

### 10.1 Tomorrow User Agreement

The Tomorrow User Agreement is concluded for an indefinite period.

You can cancel the Tomorrow User Agreement at any time. The termination shall take effect one working day after receipt by us. Concurrently, we will delete your user account, meaning any data that has not been saved will be lost. We exclusively retain data for which there is a legal obligation or necessary data (e.g., in the case of ongoing investigations).

If you have opted for the annual payment option for your account model and would like to change this to a monthly payment method during the course of the year, we will refund the unused

months of the annual option and collect the fee monthly in future. A corresponding refund will be made if the user contract is cancelled.

## 10.2 Additional options

Additional services that you have ordered separately may present a deviating term. You will be informed of this during the respective ordering process. If you have booked additional service, you can terminate these separately. Your user account will not be deleted until all components of the Tomorrow Services under the Tomorrow User Agreement have been terminated.

10.3 We may terminate the Tomorrow User Agreement by giving two months' notice in writing or by e-mail.

10.4 We are especially entitled to terminate your Tomorrow User Agreement with good cause if a continuation of the Tomorrow User Agreement is unacceptable for us, besides your legitimate interests, in the event of violations of your obligations described in section 8, and in the event of complete termination of the Solaris bank account/card contract concluded between you and Solaris. If the good cause consists of the breach of a contractual obligation by you, the termination shall only be permissible after the unsuccessful expiry of a reasonable period set for remedial action or after an unsuccessful warning, unless this is dispensable due to the particularities of the individual case.

# 11. Right of Withdrawal for Consumers and Sample Withdrawal Form

11.1 As a consumer, you can withdraw from the contract concluded with us in accordance with the statutory right of cancellation (for legal reasons, we must use your name in the following instructions):

## Withdrawal policy

### Right of withdrawal

You have the right to withdraw this agreement within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date of conclusion of the agreement.

To exercise your right of withdrawal, you must inform us (Tomorrow GmbH, Neuer Pferdemarkt 23, 20359 Hamburg) by means of a clear declaration (e.g. by mail or an e-mail) of your decision to withdraw from this agreement. You can use the attached sample withdrawal form, which is not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### Consequences of withdrawal

If you withdraw from this agreement, we shall repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this agreement. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the point at which you notify us of the exercise of the right of withdrawal with regard to this agreement compared to the total scope of the services provided for in the agreement.

11.2 If we provide you with certain Tomorrow Services in full under the Tomorrow User Agreement immediately after you place your order, your right of cancellation in respect of the Tomorrow Services concerned shall lapse if you have given us your express consent and at the same time confirmed your knowledge that you will lose your right of cancellation if we perform the contract in full. In the case of a contract for the delivery of digital content not on a physical data carrier, your right of cancellation shall also expire if we have started to perform the contract after you have expressly consented to us starting to perform the contract before the expiry of the cancellation period and you have confirmed that you are aware that you will lose your right of cancellation by consenting to the start of performance of the contract. We will direct you to these points separately through information displayed regarding relevant Tomorrow Services.

11.3

## Sample withdrawal form

(If you wish to withdraw the agreement, please fill in and return this form).

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To Tomorrow GmbH, Neuer Pferdemarkt 23, 20359 Hamburg, [support@tomorrow.one]:

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I/we (\*) hereby withdraw the agreement concluded by me/us (\*) for the purchase of the following goods (\*) /the provision of the following service (\*)

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Ordered on (\*)/received on (\*)

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Name of the consumer(s)

-----  
Address of the consumer(s)

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Signature of the consumer(s) (only in the case of notification on paper)

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Date"  
" (\*) Delete as applicable."

## 12 Limitation of Liability

12.1 Your claims for damages are excluded. Excluded from this are claims for damages against us arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by us, our legal representatives or vicarious agents. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the Tomorrow User Agreement.

In the event of a breach of material contractual obligations, we shall only be liable for the foreseeable damage typical for the contract if this was caused by simple negligence, unless it concerns claims for damages in your favour arising from injury to life, limb or health.

12.2 The aforementioned limitations also apply in favour of our legal representatives and vicarious agents if claims are asserted directly against them.

12.3 The aforementioned limitations of liability shall not apply if we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item. The same applies if we have reached an agreement with you regarding the quality of the item. The provisions of the Product Liability Act shall remain unaffected.

12.4 Solaris is not our vicarious agent but has its own rights and obligations towards you under the Solaris bank account/card agreement concluded separately between you and Solaris.

## 13 Miscellaneous

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.