

General Terms and Conditions for the Use of the Tomorrow Services

We, Tomorrow GmbH, Neuer Pferdemarkt 23, 20359 Hamburg, proprietors of the “Tomorrow” brand, [hereinafter referred to as “Tomorrow GmbH”, “Tomorrow” and “We”] offer various services in relation to bank-services [hereinafter referred to as the “Tomorrow Services”] via a mobile application [hereinafter referred to as the “Tomorrow App”].

The Tomorrow Services enable customers to conduct bank transactions, such as money transfer transactions, including but not limited to mobile account management. The Tomorrow Services also offer:

- Account management
- Giro transfers and direct debits (incoming/outgoing)
- Categorisation of revenue and expenditure
- Use of a physical debit card
- Calculation of the carbon footprint of individual transactions based on the transactions made with the account or the associated debit card and on additional information
- Additional services, each of which is described in detail in the Tomorrow App and can be booked via it

The Tomorrow Services can only be used if an effective contract has been made between you and Solarisbank AG on the opening and use of a current account and the use of a debit card. You will not be required to pay any charges, costs or fees to Solarisbank AG for the contractual use of the current account and debit card.

1. Scope of validity

1.1 The General Terms and Conditions apply to the entire business relationship between you and Us, including but not limited to the use of the Tomorrow Services and their entire contents, functions, services and rules.

1.2 In addition, the following Solarisbank AG terms and conditions also apply:

<https://www.Solarisbank.com/de/partner/>

1.3 If you yourself use general terms and conditions, these shall only form part of the contract if We have explicitly agreed this with you in writing.

2. Subject matter of the contract

2.1 The subject matter of this contract is the use of the Tomorrow Services. You shall be entitled to use the Tomorrow App to use the bank services offered by Us online and to retrieve information about your account. You can only use the Tomorrow Services in relation to bank-services for your account with the Solarisbank AG.

2.2 The Tomorrow Services also include the calculation and display of the carbon footprint of your transactions in your account. For this purpose, we analyze (if necessary with the help of partner organizations) your transaction data and additional CO₂-specific information provided by you in order to calculate the environmental impact of the respective transaction. If we use partner organizations, your data will only be passed on to them in pseudonymized form. You can also deactivate this function in your account. After deactivation, there is no contractual claim to calculation and display of the carbon footprint.

2.3 When you use the Tomorrow Services your account information is transmitted in encrypted form.

2.4 We access account information and transmit data using interfaces provided by Solarisbank AG.

2.5 Although We constantly endeavour to ensure the unrestricted use and availability of the Tomorrow Services We do not provide any guarantee in this respect. You therefore recognise that access to the Tomorrow Services may be temporarily restricted for technical reasons (e.g. malfunctions, maintenance) or for reasons beyond Our control (e.g. *force majeure*, third-party fault). We will inform you without delay if maintenance work is necessary and the Tomorrow Services are therefore not available.

3. Registration for the Tomorrow Services and opening of a current account

3.1 You will need a smartphone with Internet access in order to use the Tomorrow Services via the Tomorrow App. The operating software on your smartphone must also meet certain minimum requirements. These minimum requirements are specified on our website at <https://support.tomorrow.one/support/home>. We reserve the right to modify the minimum requirements. Registration is required.

3.2 You will need to download the Tomorrow App from your mobile applications provider in order to start registration, to make a contract of use with Us and to conclude contracts with Solarisbank AG for the opening of a current account and the use of the debit card. Once you have installed the Tomorrow App you will be led automatically through all the steps you need to take to register and to create a link between the mobile telephone and the account. You must provide all the data in order to complete registration. We will verify the email address and mobile telephone number you provide to Us as part of the registration process.

3.3 You must accept Our General Terms and Conditions and other conditions as well as those of Our partner bank, Solarisbank AG, in order to complete the registration process.

3.4 An account can only be opened once an identity check has been performed on behalf of Solarisbank AG by an external service provider. Your identity will be checked by video identification. You will be sent automatically to the video identification when you start the registration process.

3.5 After registration and video identification Solarisbank AG will inform Us within one day whether it has accepted your offer to conclude a contract for an account and a contract for the use of a debit card. We will inform you about this in good time.

3.6 If we offer additional services beyond those mentioned above, you can book these services separately using the corresponding functions in the Tomorrow App.

4. Costs

4.1 The charges for the use of the Tomorrow Services, including the amount of payments, which exceed the charges agreed for the main service, are detailed in the “List of prices and services”: <https://www.tomorrow.one/en-de/legal/pricelist.pdf>. Unless We have agreed otherwise, the charges stated in the “List of prices and services” apply to all of the main services listed.

4.2 The amounts stated in the “List of prices and services” are inclusive of value-added tax.

4.3 Unless We have agreed otherwise, We will debit the charges from you directly. You authorise Us to debit payments from your account with Solarisbank by SEPA direct debit.

5. Use of the Tomorrow Services, communication of/change in information

5.1 All communication with you will take place using the Tomorrow App (particularly with regard to provision of bank statements), by email and by Our customer support.

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

- Email
- Mobile telephone number
- Registration address

5.3 We will verify any email address or mobile telephone number which is changed.

5.4 We ask that you notify Our customer support of any other changes, e.g. change of name (marriage).

5.5 Use of the account and of the card are subject to the General Terms and Conditions and the additional terms and conditions of Solarisbank AG in 1.2 and the corresponding Bank's specification of services.

5.6 All communication takes place between you and Us. This includes but is not limited to declarations or notifications relating to your contractual relationship with Solarisbank AG. In this respect We are intermediaries providing and receiving declarations for Solarisbank AG. You must also send any notification to terminate the current account or the contract of use for the debit card to Us. Tomorrow will then inform Solarisbank AG of this.

6. Data protection and data retrieval

6.1 We undertake to take appropriate and state-of-the-art measures to protect your data and give assurance that We will only process Our users' personal data if We have legal permission or you have given your consent. You will find details about how We handle personal data, data protection and data security in Our privacy policy.

6.2 Data are transmitted via a secure and encrypted Internet connection.

6.3 You can review your personal data in the app at any time. You also have the right to ask for and receive information at any time about any of your personal data which may be stored, its source, the recipients of such data and why it is being stored.

6.4 The Tomorrow App can be obtained from sales platforms which are operated by third parties (“app stores”). The Tomorrow App can only be obtained if you have first registered in the relevant app store. We have no influence on the collection, processing and use of personal data by the third-party company which operates the app store you use. Insofar, only this third party operating company is the exclusive controller.

7. Obligations of the user

7.1 You must make sure that your Tomorrow Services access data are kept secret and secure. This means that you must keep the data which are needed to access the Tomorrow Services secret, must not disclose this information, must not allow or enable any third parties to obtain this information and must take any action necessary to ensure that such information remains confidential, e.g. by creating and regularly changing a secure password consisting of digits, letters and special characters. You must make sure that your mobile telephone is kept secure and cannot be used by third parties.

7.2 You may only set up the technical link to the Tomorrow Services using the access channels [app] about which you have been informed by Us.

7.3 You must ensure that emails can be sent and received at the email address you provide from the moment of registration.

7.4 You must inform Us without delay if you discover that your access data have been lost, stolen, misused or otherwise used without your authorisation. You must also report any theft or misuse to the police without delay. You must also inform Us without delay if you suspect that any other person has obtained or found out about your access data without your authorisation or is using your access data.

7.5 You must take relevant precautions to backup against risk the data and contents entered, uploaded and stored by you when using the Tomorrow Services at regular intervals and must make your own backup copies to enable restoration of any such data and information which are lost.

7.6 Attacks on the functionality of the Tomorrow Services, such as the mass-sending of emails [SPAM], attempts to hack the services, brute force attacks, the use or sending of spyware, viruses and worms are prohibited.

7.7 Orders of all kinds must have unambiguously recognisable contents. Orders which are not unambiguously worded may be queried and result in delays. You must ensure in particular that the information you provide in orders is correct and complete, including but not limited to the account number, IBAN and sort code/BIC.

8. Term and termination

8.1 The contract for the use of the Tomorrow Services is concluded for an unlimited period. If parts of the Tomorrow Services, which you have booked separately via the Tomorrow App, have a different term, you will be informed of this during the respective booking process.

8.2 You may send Us an email to terminate the contract at any time. We will then erase your user account. Any data which have not been backed up when the account is terminated will be lost as We completely delete your user account. We will inform you of this separately before your data are erased.

8.3 If you have booked additional services, you can terminate these separately. If those parts of the Tomorrow Services that you have booked separately via the Tomorrow App have a notice period that differs from the notice period in section 8.2, you will be informed of this at the time of your booking. Your user account will only be deleted when all parts of the Tomorrow Services have been terminated.

8.4 We may serve notice of two months by writing or by email to terminate the contract of use

8.5 The contract may also be terminated without notice by either party for good cause. A good cause which would allow Us to terminate without notice would be if it would be unreasonable to expect this contract to be continued even with regard to your legitimate interests. A good cause would also include but not be limited to an infringement of the obligation described in 7 or termination of the account contract between you and Solarisbank AG.

9. Right of withdrawal for consumers and model withdrawal form

9.1 If you are a consumer, you may revoke your contractual declaration when booking fee-based parts of the Service [each in the following referred to as "Contract"] under the following conditions:

Instructions on withdrawal

Right of withdrawal
 You have the right to withdraw from this Contract within 14 days without giving any reason.
 The withdrawal period will expire after 14 days from the day of the conclusion of the Contract.
 To exercise the right of withdrawal, you must inform us [Tomorrow GmbH, Neuer Pferdemarkt 23, 20359 Hamburg] of your decision to withdraw from this contract by an unequivocal statement [e.g. an e-mail]. You may use the attached model withdrawal form, but it is not obligatory.
 To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal
 If you withdraw from this Contract, we shall reimburse to you all payments received from you, including the costs of delivery [with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us], without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this Contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.
 If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this Contract, in comparison with the full coverage of the Contract.

9.2 If we provide certain Tomorrow Services to you immediately after booking, your right of withdrawal expires if you have both (i) given us your explicit consent and (ii) confirmed your knowledge that you waive your right of withdrawal if we completely fulfil the Contract. Your right to withdraw from the Contract expires in the case of a Contract for the delivery of digital content that is not on a physical data carrier, even if we have started to execute the Contract after you have expressly agreed that we will start to execute the Contract before the end of the withdrawal period and you have confirmed that you are aware that you will waive your right to withdraw by giving your consent when the execution of the Contract starts. We will emphasise these points to you separately in relation to the corresponding Tomorrow Services.

9.3

Model withdrawal form

[If you want to withdraw from the contract, please fill out this form and send it back]
 To Tomorrow GmbH, Neuer Pferdemarkt 23, 20359 Hamburg, [email address:
 support@tomorrow.one]

- I/We [*] hereby give notice that I/We [*] withdraw from my/our [*] contract of sale of the following goods [*]/for the provision of the following service [*],
- Ordered on [*]/received on [*],
- Name of consumer[s],
- Address of consumer[s],
- Signature of consumer[s] [only if this form is notified on paper],
- Date

[*] Delete as appropriate.

10. Limitation of liability

You shall not be entitled to claim damages. This disclaimer shall not apply to claims for damages against Us arising from injury to life, limb or health, a breach of substantial contractual obligations (material obligations) or liability for any other deliberate or grossly negligent breach of obligation by a party, Our legal representatives or vicarious agents. Substantial contractual obligations are ones whose fulfilment is necessary for the object of the contract to be achieved.

If substantial contractual obligations are breached, We shall only be liable for foreseeable losses typical of the type of contract involved where such losses are the result of simple negligence, except for claims for damages which benefit you based on injury to life, limb or health.

The restrictions as stated shall also apply to Our legal representatives and vicarious agents should claims be brought against them directly.

The stated limitation of liability shall not apply if We have fraudulently concealed the defect or accepted a guarantee for the quality of the item. The same shall apply if We have entered an agreement on the quality of the item. The provisions of the German Product Liability Act (ProdhaftG) remain unaffected.

11. Changes to business terms and conditions

We shall be entitled to change Our business terms and conditions at any time. We will offer any changes in the business terms and conditions to you by email within one month at the latest of the proposed time at which the changes will take effect. You may either agree to or reject the

change in the business terms and conditions prior to the date on which it is proposed that such changes shall come into effect. You will have been deemed to have consented if you do not notify your rejection prior to the date on which it is proposed that such changes shall come into effect. We will make separate reference to the significance of your consent in Our offer.

12. Miscellaneous

The law of the Federal Republic of Germany shall apply solely to the exclusion of the United Nations Convention on Contracts for the Sale of Goods.