General Terms and Conditions of the Scalapay Platform

Last Modified: 15 July 2024 – Version No. 3

1. Definitions

In this Agreement, the following terms, expressed in the singular or plural form, have the meanings indicated below:

a) **Scalapay Account:** the personal account of each Customer created as a result of Registration on the Scalapay Platform by accessing the Scalapay Website, where you can view your position in relation to the status of payments, the refund programme, personal account data and any other services and promotions available;

b) **Customer:** any natural person who holds a Scalapay Account;

c) **General Terms and Conditions**: these general terms and conditions of the Agreement;

d) **Agreement**: the agreement consisting of these General Terms and Conditions through which Scalapay makes the Scalapay Platform and the Scalapay Account available to the Customer;

e) **Payment Method**: any payment method accepted by Scalapay, if available (e.g. credit card, debit card, prepaid card or bank account), the details of which are provided by the Customer at the time of Registration or at the time of first purchase through the Service, to be used to charge payments owed by the Customer for the purchase of products, as well as credits for any refunds, or that different method used, during the course of the relationship, in place of or in addition to the one initially indicated;

f) **Scalapay Website:** the website owned by the Scalapay group www.scalapay.com, www.portal.scalapay.com and any other website or digital platform, including the Scalapay app;

g) **Scalapay Platform**: the IT and digital infrastructure developed by Scalapay in order to allow the Customer to access the Scalapay Account accessible through the Scalapay Website;

h) **Registration:** the Customer's registration on the Scalapay Platform necessary to use the Service;

i) **Scalapay**: Scalapay S.r.l., with registered office in 20139 Milan (MI), Via Nervesa, 21, VAT No. 06891080480, Share Capital €1,000,000.00 MI Economic and Administrative Index No. –

2606390, i.e. the party providing the Customer with the Service established in the Agreement;

j) **Scalapay IP**: Scalapay IP S.p.A., a payment institution under Italian law that is part of the Scalapay Group, which carries out its activities pursuant to Art. 114-sexies and following of D. Lgs (Decreto Legislativo [Legislative Decree]) No. 385 of 1 September 1993. Scalapay IP is subject to the supervision of the Bank of Italy and is registered under no. 36018.0 of the Register of Payment Institutions, which can be found at www.infostat.bancaditalia.it.

k) **Service**: the service that allows Customers, through the use of the Scalapay Platform, to be able to access, using the conditions, (i) a payment extension granted by the Vendor or by Scalapay IP or (ii) the possibility of making an immediate payment at the time of purchase of the product through the Scalapay IP services to purchase the Vendor's products.

l) **Vendor:** any business or commercial enterprise that offers Customers the possibility of purchasing its respective products through the Service.

2. Purpose of the Agreement

This Agreement governs the Customer Registration service and use of the Scalapay Platform.

3. Registration on the Scalapay Platform

3.1. In order to use the Scalapay Account, the Customer must register on the Scalapay Platform accessible through the Scalapay Website and create a Scalapay Account.

3.2. In order to register on the Scalapay Platform, the Customer must:

a) be at least 18 years of age;

b) have legal capacity and full possession of his or her faculties;

c) provide Scalapay with a valid and verifiable email address and an Italian mobile number;

d) provide Scalapay with a valid address of residence, domicile or abode in Italy;

e) not already hold another active Scalapay Account.

f) provide Scalapay with their first name, surname and Tax ID (where required);

To use the Service, the Customer must also provide a valid Payment Method and may be required to choose a personal password.

3.3. The password must only be used by the Customer, who is required to keep it safe and secret, avoiding sharing their Scalapay Account login information with anyone else. The Customer is in any case responsible for any use of their Scalapay Account, even if undue, unlawful or not

attributable to the Customer (e.g., in case of password theft) until a request to lock the Scalapay Account is sent to Scalapay according to the methods indicated in Article 9 (Communications). The Customer is always responsible for any use of their Scalapay Account, including the obligation to fully pay the purchase price of the products.

3.4. In order to use the Service, the Customer agrees to receive communications relating to the OTP codes through the communication channels indicated by the Customer to Scalapay. The Customer acknowledges that the security and confidentiality of the OTP code is critical to ensuring identity and authorised access. The Customer undertakes to keep the OTP code confidential and not to share it with third parties. Scalapay shall not be liable for any unauthorised use or loss of data resulting from unauthorised disclosure of the OTP code by the Customer.

3.5. In the event of theft of the password or unauthorised use of the Scalapay Account by third parties, the Customer must immediately notify Scalapay in writing according to the methods indicated in Article 9 (Communications) in order to allow the Scalapay Account to be locked or suspended and must send Scalapay a copy of any report to the Authorities. Until Scalapay receives notice of theft of the password and/or undue access to the Scalapay Account by third parties, the Customer is responsible for each purchase made through their own Scalapay Account.

3.6. The Customer agrees not to use any device, software, or hardware that may damage, copy, or interfere with the activity of Scalapay, the Scalapay Website, and its software.

3.7. In order to verify the requirements under Art. 3.2 (a), Scalapay may require the Customer to provide an identity document and photo ("selfie") to demonstrate that they are the owner of the Scalapay account and to protect the Scalapay Account from fraud.

4. Scalapay Obligations

4.1. Once the Registration process is completed, Scalapay will ensure that the Customer has access to the Scalapay Account and to the Scalapay Platform.

4.2. Scalapay undertakes to make every effort and to take appropriate measures for the protection of the Customer's data, in compliance with current legislation on the protection of personal data.

5. Customer Obligations

5.1. The Customer agrees not to use any information on third parties of which the Customer has become aware through the Scalapay Platform for commercial and/or advertising purposes.

5.2.   The Customer guarantees that the information provided at the time of Registration and that provided at a later date in the event of a change thereto is correct, accurate and complete and undertakes to ensure that such information is always up to date.

5.3.   The Customer agrees to comply with current legislation, including, but not limited to, laws on data protection and intellectual property, avoiding any violation of industrial and intellectual rights and/or rights relating to trademarks, patents and copyrights.

5.4.   The Customer acknowledges that Scalapay shall be never responsible:

a) in the event that it is not possible to access the Scalapay Account or in any case to use the Service due to the Vendor;

b) if access to the Website or the Scalapay Account is not available or is restricted due to the failure or malfunction of the Customer's or the Vendor's IT systems;

c) in case of force majeure.

The Customer acknowledges that Scalapay cannot guarantee that the information relating to the Vendor's products will be correct, nor will it be held liable for any actions taken by the Customer based on the information provided in relation to the products and their prices. Furthermore, the Customer acknowledges that, in case of purchase of a product through the Service, the events concerning the product remain exclusively governed by the sales contract entered into between the Customer and the Vendor.

6.   Free Registration

Registration on the Scalapay Platform is free.

7.   Term, withdrawal and termination of the Agreement

7.1.   This Agreement is open-ended and is effective as of the Registration.

7.2.   The Customer may withdraw from this Agreement at any time without paying any penalty and request the closure of their Scalapay Account by simple written notice to Scalapay, to be sent by email to the addresses indicated in Article 9.

7.3.   If, on the date of receipt by Scalapay of the withdrawal notice, obligations originating following the use of the Service are still pending, Scalapay will be entitled to suspend the Scalapay Account's operations, reserving the right to definitively close the Scalapay Account only after the full payment of the amount due and the settlement of all of the Customer's debts.

7.4.   Scalapay reserves the right to suspend the execution or withdraw from this Agreement, as well as to close or suspend the use of the Scalapay Platform and/or access to the Customer's

Scalapay Account at any time and with immediate effect in the event of one of the following conditions:

a) communication of incorrect or false data by the Customer at the time of Registration;

b) creation of a new Scalapay Account with the same data as an existing Scalapay Account;

c) failure to communicate during the course of the relationship a change in data provided at the time of Registration;

d) non-payment and/or incomplete payment of previous payment extensions, including the case of non-charge/delayed charge for any reason on the Payment Method;

e) risk of fraud noticed by Scalapay and/or need to comply with anti-money laundering provisions or any other regulatory or legislative obligation or order of the Authorities;

f) any type of use of the Scalapay Account by the Customer in a manner not in compliance with the law, the agreements in effect with Scalapay and Scalapay IP and/or in good faith.

g) force majeure (including but not limited to strikes, wars, pandemics, hacker attacks, interruption of computer systems due to causes not attributable to Scalapay, etc.);

h) violation of the obligations set forth in Art. 5.

7.5.   This Agreement shall be deemed terminated as a matter of law in the event of a breach by the Customer of one or more of the obligations under this Agreement. In this case, Scalapay will close the Customer's Scalapay Account following the sending to the Customer of the notification that it wishes to avail itself of the express termination clause according to the methods indicated in Article 9 (Communications).

8.   Intellectual Property

8.1.   The Customer acknowledges that Scalapay exclusively owns intellectual property rights on all trademarks related to the Scalapay Platform, on the software used by Scalapay, including data for access and data processing, and on the Scalapay Website.

8.2.   The Customer agrees not to modify, alter, copy, reproduce or use without the prior written consent of Scalapay any Scalapay Website access protocol or any text, logo, graphics, image, icon or other content on the Scalapay Website or the Scalapay Platform.

8.3.   No provision of this Agreement may be interpreted as a total or partial granting of Scalapay's intellectual property rights.

9.   Communications

9.1.   Scalapay may send all communications under this Agreement, regardless, to the

telephone number, to the address of residence, domicile or abode, or to the email address indicated by the Customer at the time of Registration or to those subsequently modified.

9.2.   The Customer must send all communications provided for in this Agreement to the email address   support@scalapay.com.   Alternatively,   the   form   available   at   . https://help.scalapay.com/hc/it/requests/new may be used.

9.3.   The Customer undertakes to maintain a valid email address and an active telephone service, as well as to promptly communicate any changes thereto to allow communications relating to this Agreement. If the Customer does not promptly communicate to Scalapay any changes in his or her contact details, the communications shall be deemed to have been received by the Customer for all intents and purposes even if returned to the sender or in the event of unreachability.

10.   Personal data processing

10.1.   The Customer undertakes to ensure that the personal data provided at the time of Registration, as well as the Payment Method data, are true, correct, up-to-date and as accurate as possible. In the event of a change in data, the Customer agrees to promptly update the Scalapay Account by changing and/or entering such new data. At the request of Scalapay or its delegates, the Customer agrees to immediately provide a copy of his or her identity document.

10.2.   The processing of the Customer's personal data is in compliance with GDPR (Reg. EU no. 2016/679) and current legislation on the protection of personal data and may be accessed by the Customer through the following link: http://www.scalapay.com/it/privacy.

10.3.   If the Customer uses the Scalapay IP services, the data relating to the Scalapay Account will be transferred to Scalapay IP in order to follow up on the request to use the Scalapay IP services communicated by the Customer to Scalapay IP.

11.   Amendments to the Agreement

11.1.   Scalapay may change any provision of this Agreement at any time, including the right to annul or change the conditions in force, by giving written notice to the Customer with 30 (thirty) days' notice. Changes may be informed to the Customer through the email address indicated by the Customer or by updating the General Terms and Conditions available through the website, www.scalapay.com, or by accessing the Scalapay Account.

11.2.   In the event of changes unfavourable to the Customer, the Customer has the right to withdraw from this Agreement within 30 (thirty) days of becoming aware of the change, without

any penalty, except as provided for in 7.3 (Term, withdrawal and termination of the Agreement) of these General Terms and Conditions.

12. Assignment of the Agreement

12.1.   The Customer may not assign this Agreement or delegate to third parties in any form the performance of this Agreement or assign to third parties the rights deriving from this Agreement without the prior written consent of Scalapay.

12.2.   Scalapay may delegate the performance of this Agreement, in whole or in part, to any parent company, subsidiary or investee of Scalapay and/or to any appointed third party, even without prior notice to the Customer. Scalapay may also assign this Agreement to any parent company, subsidiary or investee of Scalapay and/or to any third party.

13. Applicable Law

13.1.   This Agreement is governed by Italian law.

13.2.   For any dispute relating to the validity, interpretation or performance of this Agreement, the Court of Milan shall have exclusive jurisdiction, without prejudice to the jurisdiction of the Court where the Customer resides in the event that the latter holds the status of consumer pursuant to D. Lgs 206/2005 (Consumer Code).

13.3.   The Customer may also assert their rights by using the European Online Dispute Resolution Platform (ODR) made available by the European Commission at this link.