
General Terms and Conditions of the Scalapay Platform

Last updated 23/02/2022

1. Definitions

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

(a) **Scalapay Account:** the personal account of the Customer created through Registration on the Scalapay Platform by accessing the Scalapay Website necessary to use the Service and consult his/her accounting and administrative position in relation to the status of the payments, and the payment schedule, the personal account data and the available Scalapay's promotion.

(b) **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 the first purchase through Scalapay, to be used for charging the payments due by the Customer for the purchase of the Products, as well as for crediting any reimbursements, or a different method used to replace the one initially indicated during the course of the relationship;

(c) **Customer:** any natural person who intends to use the Service offered by Scalapay;

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

(e) **Agreement:** the agreement through which Scalapay makes the Scalapay Platform available to the Customer, guaranteeing thereto the possibility of using the Service and consulting the respective personal account by accessing the Scalapay Account;

(f) **Scalapay Platform:** the IT and digital infrastructure developed by Scalapay in order to allow the Customer to use the Service accessible through the Scalapay Website;

(g) **Product:** any goods and/or services that may be purchased by the Customer from the Vendor's Points of Sale through the Service;

(h) **Points of Sale:** any establishment, physical store, website, webpage or digital platform, where the Vendor's Products may be purchased through the Service and the stipulation of the Agreement;

(i) **Registration:** the Customer's registration on the Scalapay platform necessary to use the Service;

(j) **Request:** the request sent by the Customer to Scalapay in order to use the Service to purchase one or more Products of the Vendor from the Points of Sale;

(k) **Scalapay:** Scalapay S.r.l., with registered office in 20123 Milan (MI), Via Giuseppe Mazzini, 9, VAT No. 06891080480, i.e. the party providing the Customer with the Service set forth under the Agreement;

(l) **Service:** the service offered by Scalapay to the Customer, which allows the Customer to purchase the Vendor's Products by a payment deferral granted by the Vendor subject to Registration and approval of the Request by Scalapay and paying them depending on the availability of the service:

-in three consecutive monthly installments without interest; or

-in four consecutive monthly installments without interest; or

-in one payment without interest after 14 days from the purchase

(m) **Scalapay website:** the website owned by Scalapay, www.scalapay.com, www.portal.scalapay.com and any other website, digital platform or app managed by Scalapay;

(n) **Vendor:** any business or commercial enterprise that offers Customers the possibility of purchasing respective Products through the Service.

2. Subject of the Agreement

2.1. The Agreement regulates the service of Registration of the Customer on the Scalapay Platform in order to use the services connected to it and, in particular, the possibility of purchasing the Sellers' Products by a payment deferral granted by the Seller upon approval of the Request by Scalapay and by paying them depending on the availability of the service:

- in three consecutive monthly installments without interest; or
- in four consecutive monthly installments without interest; or
- in one payment without interest after 14 days from the purchase.

3. Registration on the Scalapay Platform

3.1. In order to use the Service, the Customer must register on the Scalapay Platform accessible through the Scalapay Website and create a Scalapay Account. Registration may be undertaken at the same time as the first purchase of a Product at a Point of Sale or at any other time.

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) choose a personal password;
- (d) provide Scalapay with a valid and verifiable email address and an Italian mobile number; (e) provide Scalapay with a valid address of residence, domicile or abode in Italy;
- (e) not already hold another active Scalapay Account;
- (g) provide Scalapay your fiscal code.

3.3. The password chosen by the Customer is necessary to access the Scalapay Account in order to use the Service. The password must only be used by the Customer, who is required to keep it safe and secret, avoiding sharing the Scalapay Account with anyone else. The Customer is in any case responsible for any use of his or her Scalapay Account, even if undue, unlawful or not attributable thereto (e.g., in case of password theft) until a request to lock it is sent to Scalapay. The Customer is always responsible for any use of his or her own Scalapay Account, including the obligation to pay in full the purchase price of the Products, if the undue or unauthorised use is also partly the result of wilful misconduct or gross negligence by the Customer.

3.4. 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 in order to allow the Scalapay Account to be locked or suspended and must send a copy of any report to the Authorities to Scalapay. Until Scalapay receives notice of theft of the password and/or undue access to the account by third parties, the Customer is responsible for each purchase undertaken through his or her own Scalapay account.

3.5. Scalapay may at any time prevent or limit the Customer's access to the Scalapay Account in the event of a breach by the Customer of the obligations under this Agreement, under law or as imposed by the Authorities.

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 For the purposes of verifying the requirements of clause 3.2 (a), Scalapay may require you to provide an identity document and a photo of yourself in order also to prove that you are the owner of the Scalapay Account and to protect your Scalapay Account against fraud.

4. Obligations of Scalapay

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

Account and full access to the Service through the Scalapay Platform.

4.2. The use of the Scalapay Platform and access to the Scalapay Account may in any case be limited, suspended or revoked by Scalapay in the following cases:

- (a) communication of incorrect or false data by the Customer at the time of Registration;
- (b) failure to communicate subsequently a change in data provided at the time of Registration;
- (c) non-payment and/or incomplete payment of previous purchases, including the case for any reason of unsuccessful charging to the method provided for payment;
- (d) 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;
- (e) 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/or in good faith.

4.3. 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 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.

4.4. Scalapay agrees to make every effort and to organise 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. By registering on the Scalapay Platform, the Customer confirms that he or she has reached the age of eighteen.

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

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

5.4. 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.

5.5. In the event of a breach of even one of the obligations set forth in this article, Scalapay may suspend or close the Customer's Scalapay Account, without prejudice to all obligations, including payment obligations, of the Customer.

6. Free nature of Registration and Service

6.1. Registration on the Platform and the Service are free of charge.

7. Term, withdrawal and termination of the Agreement

7.1. The Contract is open-ended and is effective as of the Registration.

7.2. The Customer may withdraw from the Agreement at any time without paying any penalty and request the closure of his or her Scalapay Account by simple written notice to Scalapay. If, on the date of receipt by Scalapay of the withdrawal notice, obligations accepted due under the contracts of sale or supply contracts after being stipulated through 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 each debt of the Customer.

7.3. Scalapay reserves the right to suspend performance or withdraw from the Agreement, as well as to close the Customer's Scalapay Account at any time and with immediate effect if one of the conditions set forth in point 4.2 is met or for force majeure (such as, but not limited to, strikes, wars, pandemics, hacker attacks, interruption of IT systems for reasons not attributable to Scalapay, etc.).

7.4. The 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.

8. Intellectual Property

8.1. The Customer acknowledges that Scalapay exclusively owns intellectual property rights over all trademarks related to the Service, 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 the 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 under this Agreement to the e-mail address, administration@scalapay.com.

9.3. The Customer agrees to maintain a valid e-mail address and an active telephone service, as well as to promptly communicate any changes thereto to allow communications relating to the 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. Processing of personal data

10.1. The Customer agrees 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 internal legislation on the protection of personal data and may be accessed by the Customer through the following link: <http://www.scalapay.com/it/privacy>.

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 that are unfavourable to the Customer, the Customer has the right to withdraw from the agreement within 30 (thirty) days of becoming aware of the change, without any penalty.

12. Assignment of the Agreement

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

12.2. Scalapay may delegate the performance of the Contract, 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 Vendor. Scalapay may also assign the Agreement to any parent company, subsidiary or investee of Scalapay and/or to any third party.

13. Applicable Law

13.1. The 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 Legislative Decree 206/2005 ("Consumer Code").