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## General Terms and Conditions of the Scalapay Platform

Last updated 23/02/2022

### 1. Definitions

1.1. The following terms of the Agreement, whether expressed in the singular or plural, shall have the meanings set out below:

- (a) **Agreement:** the agreement through which Scalapay makes the Scalapay Platform available to the Customer and guarantees the Customer the possibility of using the Service and consulting his personal position by accessing his Scalapay Account;
- (b) **Customer:** any natural person who purchases the Seller's Products through the Service;
- (c) **Payment Method:** any payment method accepted by Scalapay if available (e.g. credit card, debit card, prepaid card or bank account), whose details are provided by the Customer at the time of Registration or at the time of the first Deferred Purchase, to be used for the debiting of payments due under this Agreement, as well as for crediting any Refunds, or any other method used in place of the one initially indicated during the Agreement relationship;
- (d) **Point of Sale:** any premises, physical store, website, web page or digital platform, where the Seller's Products can be purchased through the Service and the conclusion of the Agreement;
- (e) **Product:** any good or service that can be purchased by the Customer at the Seller's Points of Sale through the Service;
- (f) **Registration:** the customer's registration on the Scalapay platform required to use the Service
- (g) **Request:** the request that the Customer sends to Scalapay in order to use the Service for the purchase of one or more of the Seller's Products at the Point of Sale;
- (h) **Scalapay:** Scalapay S.r.l., a corporation organized and existing under the laws of Italy, VAT 06891080480 Share capital 1.380,84 Economic and Administrative Index MI – 2606390, with its registered office in 20123 Milan (MI), Via Giuseppe Mazzini, 9, i.e. the entity that provides the Customer with the Service under the Agreement;
- (i) **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, the payment schedule, the personal account data and the available Scalapay's promotion;
- (j) **Scalapay Platform:** the computer and digital infrastructure set up by Scalapay in order to enable the Customer to use the Service and accessible through the Scalapay Website
- (k) **Scalapay Website:** the website owned by Scalapay [www.scalapay.com](http://www.scalapay.com), [www.portal.scalapay.com](http://www.portal.scalapay.com) and any other website, digital platform or app managed by Scalapay;
- (l) **Seller:** any company or business that offers Customers the possibility to purchase its Products through the Service;
- (m) **Service:** the service offered by Scalapay to the Seller and the Customer, which allows the Customer to purchase the Seller's Products by a payment deferral granted by the Seller 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.

(n) **Terms and Conditions:** these general terms and conditions.

## 2. Subject of the Agreement

2.1. The Contract 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

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. The Registration may be made at the time of the first purchase of a Product at a Point of Sale, or even before at any other time.

3.2. To register on Scalapay Platform the Customer must:

- (a) be at least 18 years old;
- (b) choose a personal password;
- (c) provide Scalapay with a valid and verifiable e-mail address and a mobile telephone number;
- (d) provide Scalapay a valid address;
- (e) not be already registered with an active Scalapay Account;
- (f) provide Scalapay your fiscal code.

3.3. The password chosen by the Customer is required to access the Scalapay Account in order to use the Service. The password must be used only by the Customer, who must guard it carefully and keep it secret, avoiding sharing the Scalapay Account with anyone else. The Customer is in all cases responsible for any use of his/her Scalapay Account, even if it is undue, illegal or not attributable to him/her (e.g. if the password is stolen) until the request for blocking is sent to Scalapay. The Customer is always liable for any use of his/her Scalapay Account, including the obligation to pay the full purchase price of the Products, if the undue or unauthorised use is even partly the result of the Customer's wilful misconduct or gross negligence.

3.4. In the event of theft of the password or unauthorised use of the Scalapay Account by a third party, the Customer must immediately notify Scalapay in writing in order to allow the blocking or suspension of the Scalapay Account and must send a copy of any report to the Authorities to Scalapay. The Customer is liable for each purchase made through his/her Scalapay Account until receipt by Scalapay of notification of password theft and/or undue access to the account by third parties;

3.5. Scalapay may at any time prevent or restrict the Customer's access to the Scalapay Account in the event of a breach by the Customer of its obligations under this Agreement, laws or orders of the Authorities.

3.6. The Customer undertakes not to use any device, software or hardware that may damage, copy or interfere with Scalapay's business, Scalapay Website and related 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

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Scalapay Account against fraud.

#### **4. Scalapay's obligations**

4.1. Once the Registration process has been completed, Scalapay will grant the Customer access to the Scalapay Account and the full usability of the Service through the Scalapay Platform.

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

- (a) communication of incorrect or false data at the time of Registration;
- (b) failure to notify Scalapay of a change in the data provided at the time of Registration;
- (c) the risk of fraud perceived by Scalapay and/or the need to comply with anti-money laundering provisions or any other legal, regulatory or order issued by the Authorities;
- (d) any use of Scalapay Account in a manner that is not in accordance with the law, the agreements with Scalapay and/or the good faith.

4.3. The Customer acknowledges that Scalapay is never liable if:

- (a) access to Scalapay Account or using of the Service is not available due to the Seller;
- (b) access to Scalapay Account is restricted due to the failure or malfunction of the Customer's or the Seller's computer systems;
- (c) in the event of force majeure.

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

#### **5. Customer's obligations**

5.1. By registering on the Scalapay Platform, the Customer confirms that he/she is at least 18 (eighteen) years old.

5.2. The Customer undertakes not to use any information about third parties that he becomes aware of through the Scalapay Platform for commercial or advertising purposes.

5.3. The Customer ensures that the data provided at the time of Registration and those provided subsequently in the event of a change are correct, accurate and complete and undertakes to ensure that such information is kept always updated.

5.4. The Customer undertakes to comply with the laws in force, including but not limited to privacy and intellectual property laws, avoiding any infringement of industrial and intellectual property rights and/or in any way relating to trademarks, patents and copyrights.

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

#### **6. Gratuitousness of the Registration**

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

#### **7. Duration, withdrawal and termination of the Agreement**

7.1. The Agreement has no fixed duration and will continue until either Scalapay or the Customer terminate the Agreement.

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7.2. The Customer may withdraw from the Agreement at any time without paying any penalty and request the closure of his/her Scalapay Account by giving written notice to Scalapay. If at the date of receipt by Scalapay of the withdrawal notice, obligations due under the contracts with the Sellers are still outstanding, Scalapay will suspend the operation of the Scalapay Account in any case, reserving the right to permanently close the Scalapay Account only after full payment of the amount due and the discharge of all debts of the Customer.

7.3. Scalapay reserves the right to suspend the execution of or withdraw from the Agreement, as well as to close the Customer's Scalapay Account at any time and with immediate effect upon the occurrence of one of the conditions set out in Article 4.2 or due to force majeure (such as but not limited to strikes, wars, pandemics, hacker attacks, interruption of computer systems for reasons not attributable to Scalapay).

7.4. Scalapay has the right to terminate the Agreement in the event of a breach by the Customer of one or more of the obligations provided for in this Agreement. In this case Scalapay shall immediately close the Scalapay Account.

## **8. Intellectual property**

8.1. "Scalapay" is a registered trademark owned by Scalapay. The Platform, all data related to the Platform's access, the processing of data published on the Platform, and Scalapay's website shall remain the sole and exclusive property of Scalapay.

8.2. All contents included in or made available through the Platform or Scalapay's website, such as text, graphics, logos, images are property of Scalapay, and the Customer shall not copy or use them without the previous written consent of Scalapay.

8.3. These Terms and Conditions shall not be interpreted or construed as granting the Customer any rights, expressed or implied, in the intellectual property of Scalapay.

## **9. Communications**

9.1. Scalapay may send all communications under this Agreement either to the telephone number, to the physical address or to the e-mail indicated by the Customer at the time of Registration or to those subsequently modified.

9.2. The Customer shall send all communications under this Agreement to the following e-mail address: [administration@scalapay.com](mailto:administration@scalapay.com).

9.3. The Customer undertakes to maintain a valid e-mail address and an active telephone number and to promptly communicate any change in order to allow communications related to the Agreement. If the Customer does not promptly notify Scalapay of changes in his/her contact details, the communications shall be deemed to have been received by the Customer, even if returned to the sender or in case of unavailability.

## **10. Processing of personal data**

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

10.2. The processing of the Customer's personal data takes place in accordance with the GDPR (EU Reg. n. 2016/679) and the current internal legislation on the protection of personal data;

10.3. Scalapay privacy policy is available at the following link: <https://www.scalapay.com/en/privacy>.

## **11. Amendments to the Agreement**

11.1. Scalapay may amend any provision of this Agreement at any time, including the right to repeal or vary the conditions

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in force, by giving the Customer 60 (sixty) days prior written notice. The changes may be brought to the Customer's attention at the e-mail address indicated by the Customer or by updating the Terms and Conditions available on the Scalapay Website 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 the Agreement within 30 (thirty) days, without any penalty.

## **12. Assignment of the Agreement**

12.1. The Customer may not assign the Agreement or delegate the execution of the Agreement to third parties in any form whatsoever nor assign the right arising from the Agreement to third parties without Scalapay's prior written consent.

12.2. Scalapay may delegate the execution of the Agreement, in whole or in part, to subsidiary, parent or affiliate companies and/or any third party. Scalapay may also assign the Agreement to any subsidiary, parent or affiliate companies and/or any third party, subject to prior written notice to the Customer. The Customer may at any time withdraw from the Agreement in accordance with Article 7.

## **13. Governing Law and Competent Court**

13.1. The Agreement, the Terms and Conditions and the rights and obligations of the parties hereunder shall be governed by, construed and interpreted in accordance with the laws of Italy. Nothing in the Agreement or the Terms and Conditions, including the choice for the laws of Italy affects the rights of a Customer, who qualifies as a consumer, pursuant to mandatory provisions of the law of the country in which the Customer is residing.

13.2. If, at any time, one or more provisions in the Agreement and/or the Terms and Conditions are fully or partially void or voidable, the remaining provisions of the Agreement and/or the Terms and Conditions will remain in full force and effect. In such an event, Scalapay and the Customer will consult each other in order to agree on new provisions which are not void and voidable to replace the void or voidable provisions and which new provisions as closely as possible corresponds with the void and voidable provision, whereby the intent and meaning of the original provisions shall be taken into consideration as far as possible.

13.3. For any dispute relating to the validity, interpretation or execution of this Agreement, the Court of Milan is exclusively competent, without prejudice to the jurisdiction of the Customer's court of residence in the event that the latter holds the qualification of consumer.