

SCALAPAY SERVICE AGREEMENT

Last update: 11 - 09 - 2023

1. RECITALS

- 1.1. The following Terms and Conditions govern the "Scalapay Service Agreement" (hereinafter the "**Agreement**") entered into by the Customer in order to use the Service offered by Scalapay in respect of a payment deferral granted by the Seller.

2. DEFINITIONS

- 2.1. In the Agreement, the following terms, whether expressed in the singular or plural, shall have the meanings set forth below:
- (a) **Assignee**: means the assignee of the receivables (including all ancillary rights) claimed by the Sellers against the Customers, whose privacy policy is attached as Annex 1.
 - (b) **Confirmation**: the communication sent via the Scalapay platform to the Customer containing the approval of the Request by the relevant Sellers and the Payment Schedule.
 - (c) **Customer**: any natural person who purchases the Seller's Products through the Service.
 - (d) **Deferred Purchase**: the purchase of a Seller's Product made by the Customer through the Service.
 - (e) **Final Return Deadline**: the 90th (ninetieth) day after the day on which Scalapay sends the Confirmation relating to the purchase of a Product.
 - (f) **Parties**: the Customer and Scalapay.
 - (g) **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 Deferred Purchase, to be used for the debiting of payments due under this Agreement, as well as for crediting any Refunds, or any other payment method used in place of the one initially indicated during the Agreement relationship.
 - (h) **Payment Schedule**: the schedule of payments planned by Scalapay following the Confirmation of approval of the Customer's Request containing the amount(s) and due date(s) of the individual instalment or instalments of equal or different amounts depending on the availability of the Service, which can be consulted to the Customer by accessing his Scalapay Account.
 - (i) **Point of Sale**: any premises, physical store, website, web page or digital platform, where the Seller's Products can be purchased through the Service after the conclusion of the Agreement.
 - (j) **Product**: any good or service that can be purchased by the Customer at the Seller's Points of Sale through the Service.
 - (k) **Prohibited Products**: any goods or services that cannot be purchased through Scalapay as they are subject to restrictions and, in particular:
 - a) products and/or services whose sale is prohibited in the European Union;
 - b) products and/or services that infringe intellectual property, including – but not limited to – counterfeit goods and illegally copied software;
 - c) dangerous products, potentially capable of causing bodily or mental harm, including weapons, munitions, explosive materials, fireworks, instructions for the manufacture of explosives or other harmful products, narcotic or psychotropic substances, including any material or equipment intended for the production, marketing and/or consumption of

- narcotic substances (even if sale is permitted under the legislation in force), tobacco products;
- d) pornographic material;
 - e) gambling-related products and/or services;
 - f) products and/or services functional to the commission of crimes or illegal conduct of any kind;
 - g) products and/or services prohibited to minors;
 - h) any other product or service that Scalapay considers, at its sole discretion, dangerous, inappropriate or high risk;
- (l) **Refund:** the partial or total reimbursement to the Customer of the Total Cost of the Product.
 - (m) **Registration:** the customer's registration on the Scalapay platform required to use the Service.
 - (n) **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.
 - (o) **Return:** the return of the Product purchased through the Service carried out by the Customer towards the Seller, in accordance with the law or the agreement of sale or supply between the Seller and the Customer.
 - (p) **Scalapay:** Scalapay S.r.l., a corporation organized and existing under the laws of Italy, with its registered office in 20123 Milan (MI), Via Meravigli 2, VAT No. 06891080480, share capital € 1,000,000.00, No. Rea MI-2606390 i.e. the entity that provides the Customer with the Service under the Agreement.
 - (q) **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 his/her payments and his/her Payment Schedule.
 - (r) **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.
 - (s) **Service:** the service offered by Scalapay to the Customer, which allows the Customer to purchase the Seller's Products by a payment deferral granted by the Seller and by paying for them, depending on the availability of the service and in accordance with the terms of the Payment Schedule, in (i) a single payment without interest after 14 days from the Deferred Purchase (or, as the case may be, from the shipment) (**Pay Later**) or a single payment without interests at the time of the Deferred Purchase (**Pay Now**) (ii) in three consecutive monthly installments without interest (**Pay in 3**) or (iii) in four consecutive monthly instalments without interest (**Pay in 4**), subject to Registration and approval of the Request by Scalapay.
 - (t) **Seller:** any company or business that offers Customers the possibility to purchase its Products through and grants a payment deferral the Service.
 - (u) **Terms and Conditions:** these general terms and conditions.
 - (v) **Total Cost of the Product:** the total amount to be paid by the Customer for the individual Deferred Purchase following the conclusion of the Agreement, including the selling price and shipping costs.
 - (w) **Withdrawal:** the right of withdrawal in relation to the purchase of a Product that can be exercised by the Customer within the terms and in accordance with the legislation in force or the sales contract entered into with the Seller.

3. SUBJECT OF THE AGREEMENT

3.1. The Agreement governs the Service, which consists in the Sellers granting the Customer via the Scalapay platform the possibility, upon Registration, to purchase the Sellers' Products at the Points of Sale by paying them at the deadlines set out in the Payment Schedule, by debiting by a payment processing platform on the Customer's Payment Method, upon specific approval via the Scalapay platform. The recipient of the Customer payments is the Assignee. The Customer may use the Service by selecting the appropriate Scalapay payment method displayed at the Point of Sale. The Customer will then be redirected to the Scalapay Website in order to complete the Request, after Registration or login (in the case of an already registered user). If the Request is approved, Scalapay will send the Customer the Confirmation containing the Payment Schedule.

4. SCALAPAY'S OBLIGATIONS

4.1. Once the Deferred Purchase has been completed, Scalapay, also in its capacity as asset manager of the Assignee will procure debiting of the instalment(s) according to the methods and deadlines set out in the Payment Schedule.

4.2. Each purchase made by the Customer is subject to specific approval by Scalapay, which is always free to reject the Request, at its sole discretion. By way of example, Scalapay may not approve the Request in case of negative assessment, based on its discretionary and unquestionable criteria, of the Customer's ability to correctly fulfill payment obligations provided for in the Payment Schedule. Scalapay may also refuse to approve the Request or, in the event that the Confirmation has already been sent, revoke or suspend the Deferred Purchase at any time and with immediate effect if there is a justified reason. By way of example and not limited to, a justified reason exists in the following cases:

- a) communication of incorrect or false data during Registration;
- b) failure to notify change in the data provided at the time of Registration;
- c) failure or incomplete payment of previous purchases, including failure for the any reason to charge the Payment Method in accordance with the Payment Schedule;
- d) risk of fraud perceived by Scalapay and/or need to comply with anti-money laundering provisions or any other legal or regulatory obligation or order of the Authorities;
- e) any use of the Service by the Customer in a manner that is not in accordance with the law, the Agreement and/or good faith.

4.3. In case of non-approval of the Request, Scalapay will notify the Customer in writing of the impossibility of carrying out the Deferred Purchase. It is understood that the Customer may still proceed to purchase the Product directly from the Seller without using the Service.

4.4. In case of approval of the Request, Scalapay will immediately communicate the Confirmation to the Customer and the Seller by charging, where provided for in the Payment Schedule, the first instalment established by the Payment Schedule via a payment processing platform to the Customer's Payment Method. If more than one instalment is planned, subsequently, the Customer's Payment Method will be charged via a payment processing platform with the charges set forth in the Payment Schedule according to the respective deadlines.

If the Deferred Purchase is cancelled and/or the Agreement is terminated for reasons not attributable to the Customer, Scalapay will reimburse the Customer for payments already made in accordance with the Payment Schedule by crediting the Payment Method.

- 4.5. The Customer acknowledges that Scalapay and the Assignee are extraneous to the contract of sale of the Product concluded between the Customer and the Seller. The Customer undertakes to initiate any disputes, claims or litigation relating to the contract of sale or supply exclusively against the Seller, exempting Scalapay and the Assignee from any liability in relation to that contract, the Products and their delivery.
- 4.6. The Customer acknowledges that Scalapay is never liable:
 - a) if the Seller does not allow the Customer to purchase its Products through the Service;
 - b) if access to Scalapay Website or Scalapay Account are not available or are restricted due to the failure or malfunction of the Seller's or Customer's computer systems;
 - c) for any defect of the Product, as well as in cases of non-delivery or delayed delivery of the Product or for the fulfilment of any obligation of the Seller.
- 4.7. In the event of complaints, claims or any kind of dispute between the Customer and the Seller, Scalapay undertakes, at the express Customer's or Seller's request, to make every reasonable effort to facilitate an amicable settlement of the dispute, without however assuming any kind of obligation or responsibility in this respect.

5. CUSTOMER'S OBLIGATIONS

- 5.1. The Customer's Request is irrevocable. By sending the Request, the Customer confirms that he/she wants to use the Service and acknowledges that the Agreement is concluded upon receipt of the Confirmation from Scalapay.
- 5.2. The Customer undertakes to make the instalment payments under the Payment Schedule in favour of the Assignee at the deadlines indicated therein, ensuring in any case that his/her Payment Method has sufficient funds to enable the debits under the Payment Schedule until its extinction.
- 5.3. Unless otherwise agreed in writing, Scalapay, on behalf of the Assignee, will charge the instalment(s) set forth in the Payment Schedule on the Customer's Payment Method through a payment processing platform.
- 5.4. The exact amount of each payment and the related due date(s) are indicated in the Payment Schedule sent by Scalapay to the Customer with the Confirmation of the Request and available at any time by the Customer by accessing his/her Scalapay Account. The Customer acknowledges that the Payment Schedule may vary in the case of charging the costs referred to in Article 7 of the General Terms and Conditions.
- 5.5. The Customer may, at any time, pay off his remaining debt in advance for one or more purchases made through the Service or anticipate the date of payment of an instalment provided for in the Payment Schedule directly from the Scalapay Account. Any prepayment is free of charge.
- 5.6. The Customer is solely responsible for ensuring that there are sufficient funds on his/her Payment Method. The Customer undertakes to promptly notify Scalapay of any replacement or change of the Payment Method and its data. In malfunctioning of the Payment Method, the Customer is required to contact Scalapay immediately by proposing another payment method and providing Scalapay with all the necessary data. It is understood that any malfunctioning of the Payment Method is attributable exclusively to the Customer, who will in any case be required to pay the amount due to the respective deadlines, unless otherwise agreed in writing between the Parties.

- 5.7. The Customer is required to make the payments provided for in the Payment Schedule at the deadlines indicated therein without exception, even in case of disputes, claims or complaints against Scalapay or the Seller.
- 5.8. The Customer may not use the Service to purchase Prohibited Products.

6. GRATUITOUSNESS OF THE SERVICE

- 6.1. The Customer has the right to use the Service free of charge, without charging commissions, interest and/or other charges, except for the charging of the penalties provided for in Article 7 in case of non-payment or late payment of the instalments in accordance with the Payment Schedule.
- 6.2. Scalapay reserves the right to make its services subject to charges in accordance with Article 12 of the Agreement.

7. LATE PAYMENT FEE

- 7.1. If the Customer fails to comply with the Payment Schedule, Scalapay has the right to charge the Customer a fee, as a penalty, for each installment that has not been timely paid; the fee charged is due to the costs that Scalapay will incur as a result of the failure or delay in paying the installment by the due date under the Payment Schedule.

The fee is calculated as follows:

- up to €6.00 if the payment of the installment is not made within 24 hours from the due date stipulated in the Payment Schedule;
- up to additional € 6.00 if the payment of the installment is not made by the 9th (ninth) day following the due date stipulated in the Payment Schedule.

In any case, the total fees charged for each Deferred Purchase may not exceed 15% of the Total Cost of the Product or, if lower, the maximum amount permitted by applicable law. The fees may be rounded up to the second decimal place (e.g., a fee of €1.529 will be rounded up to €1.53). Therefore, by way of example, if the Total Cost of the Product is €25, the maximum amount chargeable by way of commissions may not exceed €3.75 (15% of €25).

- 7.2. If the Customer fails to make the payments due, the Customer may not be able to use the Service in the future.
- 7.3. In case of incorrectly charged penalties, Scalapay will refund the charged penalties by re-crediting them.
- 7.4. SCALAPAY reserves the right, in the event of non-compliance with the payment terms set out above, to suspend or cancel the provision of the Service to the Customer and/or to suspend the performance of its obligations given a written communication to the Customer and, also on behalf of the Assignee, may engage its own lawyers or specialized agencies to recover the credit. The Customer shall be liable for any costs, expenses or charges incurred by Scalapay, the Assignee or other assignees of the credit and/or their agents for the recovery of the amount due, including legal expenses, administrative expenses and those due to debt collection agencies.
- 7.5. If the Customer wishes to postpone an installment under the Payment Schedule, he/she may make the relevant postponement of the installment due date through the Scalapay Account according to the options actually available in the appropriate section of the Scalapay Account (hereinafter, the "Installment Postponement"). In this case a commission will be charged within the limits set out in Article 7.1 and, therefore, the Customer acknowledges and authorizes the debiting of this amount, which shall be indicated at the time of the Installment Postponement.

8. WITHDRAWALS, RETURNS AND REFUNDS

- 8.1. If the Customer intends to make a Withdrawal or Return within the Final Return Deadline in accordance with the law or according to the contract concluded with the Seller in relation to a Product purchased using the Service, the Customer must inform the Seller and Scalapay accordingly.
- 8.2. Until the Seller confirms the validity of the Withdrawal or Return, the Customer may not suspend or revoke the charges provided for in the Payment Schedule or any other obligation under this Agreement.
- 8.3. If the Withdrawal or Return is confirmed by the Seller, Scalapay, also on behalf of the Assignee and depending on whether the reimbursement is partial or total, will suspend, modify or cancel the Payment Schedule and, if necessary, re-credit the Customer with the partial or total amounts previously charged to the same Payment Method used for the purchase, provided that the Withdrawal or Return has been made within the Final Return Deadline.
- 8.4. In the event of Withdrawal or Return made after the Final Return Deadline, Scalapay, the Assignee and their assignees or successors in title are released from any obligation to return and/or any other activity and the Customer shall request any refund directly and exclusively to the Seller.

9. DURATION, WITHDRAWAL AND TERMINATION OF THE SCALAPAY AGREEMENT

- 9.1. The Agreement is valid until the end of the Payment Schedule, without prejudice to payment obligations and the fulfilment of any other obligation provided for therein.
- 9.2. The Customer may withdraw from the Agreement at any time, without cause and free of charge. The right to withdraw from this Agreement can be exercised online by sending an email to support@scalapay.com or by post addressed to Scalapay's registered office or by any other unambiguous means of declaration, expressing the wish to withdraw. If payments due under the Agreement are still pending at the date of receipt by Scalapay of the withdrawal notice, Scalapay will in any case suspend the operation of the Scalapay Account, reserving the right to permanently close the Scalapay Account only after full payment of the amount due and the payment of all debts arising from the Agreement.
- 9.3. Scalapay reserves the right to suspend the execution or withdraw from the Agreement, as well as to close the Scalapay Account at any time and with immediate effect by given a written communication to the Customer 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;
 - 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).
- 9.4. Scalapay may also terminate the Agreement at any time, at its sole discretion and without providing reasons, by giving the Customer 30 (thirty) days prior written notice.
- 9.5. It is understood that in any case of withdrawal or termination, the Customer must pay immediately to the Assignee or to its assignees any amount still due (if any) under this Agreement.

10. COMMUNICATIONS

- 10.1. 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.
- 10.2. The Customer shall send all communications under this Agreement to the following e-mail address: support@scalapay.com.
- 10.3. 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.

11. PROCESSING OF PERSONAL DATA

- 11.1. The Customer undertakes to ensure that the personal data and the Payment Method data provided 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.
- 11.2. 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 and is available through the following link: <https://www.scalapay.com/en/privacy>.

12. AMENDMENTS TO THE AGREEMENT

- 12.1. Scalapay may amend any provision of this Agreement at any time, including the right to repeal or vary the conditions 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.
- 12.2. The Customer may either approve or indicate disapproval of the amendments before their proposed date of entry into force.
- 12.3. The amendments shall be deemed to have been approved by the Customer, unless the Customer indicates disapproval before their proposed date of entry into force.
- 12.4. Scalapay shall expressly draw the Customer's attention to this tacit approval in its offer.

13. ASSIGNMENT OF THE AGREEMENT

- 13.1. 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.
- 13.2. 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, without prejudice to the exclusive right of the Assignee to assign to third parties, in whole or in part, the credit acquired.

14. CLAIMS

- 14.1. Any claims that the Customer may have in relation to the Service and the Scalapay platform shall be sent to Scalapay at the e-mail address support@scalapay.com within 15 (fifteen) days of discovering the reason for the complaint.
- 14.2. Scalapay undertakes to reply to the Customer within 30 (thirty) days from receipt of the claim specifying, alternatively:
- a) the acceptance of the claim and the consequent actions that will be implemented by Scalapay;
 - b) the rejection of the claim with the explanation of the reasons of rejection;
 - c) the need to receive further information and/or documents from the Customer to assess the merits of the claim. In the latter case, the period of 30 (thirty) days for Scalapay's final response will start from the date of receipt of all the documentation and/or information requested.

15. APPLICABLE LAW

- 15.1. 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. If the Customer is a consumer, he/she has the right to rely on the protection of the mandatory provisions of the law applicable in the state of his habitual residence.
- 15.2. 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 the consumer.
- 15.3. The Customer is informed that in the event of a dispute they may in any event resort to conventional mediation, in particular the Commission de la médiation de la consommation [Consumer Mediation Commission] (French Consumer Code, art. L 612-1) or with existing industry mediation bodies, or to any alternative dispute resolution method (for example, conciliation).
- 15.4. In the event of a dispute, the Customer may have recourse to conventional mediation, in accordance with the provisions of articles L612-1 et seq. of the Consumer Code. As a prerequisite to mediation, the Customer must first make a written complaint. The written complaint can be submitted to support@scalapay.com. If the complaint remains unanswered within a period of fifteen (15) days or after having received a non-satisfying response to the complaint, the Customer can contact the "Centre de la médiation de la consommation des conciliateurs de justice" at the following address 14 rue saint Jean 75017 Paris - cm2c@cm2c.net - <https://cm2c.net/>.

ANNEX 1

RETAIL INSTALLATIONS SPV 1 LIMITED – Privacy Policy

RETAIL INSTALMENTS SPV 1 LIMITED (hereinafter, "**Retail Instalments**"), a company established under the laws of Ireland with registered office at SUITE 401, ORMOND BUILDING, 31-36 ORMOND QUAY UPPER, Dublin, in its capacity as data controller, respects your privacy and is committed to protecting your personal data.

This privacy policy, (hereinafter, the "**Policy**") explains the purposes, the manner in which we collect and manage the personal data processed by Retail Instalments, and how we ensure the data's protection.

Retail Instalments is committed to processing your data in accordance with the General Data Protection Regulation (Reg. EU 2016/679), better known as "**GDPR**", and any other applicable privacy law. In particular, the processing of personal data carried out by Retail Instalments will be based on the principles of lawfulness, fairness, transparency, purpose limitation and storage, data minimization, accuracy, integrity and confidentiality.

1. PURPOSE OF THIS PRIVACY POLICY

This Policy is prepared pursuant to Articles 13 and 14 of the GDPR, and is intended to provide you with information about how Retail Instalments processes your personal data. Retail Instalments acquired the credit arising from the contract which you (hereinafter, the "**Consumer**") entered into with the supplier of products and services (hereinafter, the "**Merchant**"), through the Scalapay IT infrastructure; said contract was entered into when you selected the option to pay for goods and services through deferred payments in consecutive monthly instalments, and agreed to the terms of service applicable to said deferred payment option.

It is important that you read this Policy, along with any others we may provide to supplement, update, or expand on information regarding the collection and processing of personal data. We will coordinate these disclosures so as to give you at all times an accurate picture of the conditions applied to the processing of personal data in the most transparent and easily accessible manner.

2. DATA CONTROLLER

Retail Instalments acts as a data controller and is responsible for your personal data. You can contact the data controller to receive information about the processing of your personal data and to exercise your rights under the GDPR at administration@scalapay.com

3. WHAT PERSONAL DATA DO WE COLLECT?

This section describes the types of personal data we process. In section 4 we will explain the purposes for which we process said personal data.

<p>Consumer Data</p> <p>Personal details Purchasing data Payment data (last four digits, expiration date and type of card used)</p>	<p>Data of employees/owner/legal representative of Merchant</p> <p>Personal details ID card/tax identification number Contact data</p>
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4. FOR WHAT PURPOSES DO WE PROCESS YOUR PERSONAL DATA?

We limit the amount of personal data collected only to what is necessary for the purpose for which they were collected, as described below. We limit, protect and control all of our information technology resources

against physical or electronic unauthorized access, damage, loss, or destruction. We retain personal information only for the time detailed below, to respond to your requests, or longer where required by law. If we retain your personal data for historical or statistical purposes, we ensure that the personal data cannot be used further. While they are in our possession, with your assistance, we strive to maintain the accuracy of your personal data.

We process personal data only for the purposes for which the data was collected. To make it easier for you to understand the purposes, legal bases, and conditions under which we process data, please find below a table representing the categories of personal data processed, the purposes of processing (the purpose), the "legal basis" that authorizes each processing operation and gives it lawfulness.

Data category	Purpose of processing	Legal Basis
Consumer's personal details and payment details (last four digits, expiration date and type of card used for purchase)	Management of payments and collections	Agreement
Contact details of Merchants' beneficial owners/representatives and employees	Performance of the agreement entered into with Merchants	Agreement
Consumer's personal details, purchase data, payment method (last four digits and expiration date of card used for purchase)	Activities to provide feedback to consumer complaints	Agreement
Personal and contact information, form of ID, tax code of Merchants' beneficial owner/legal representatives	Collection of Merchants' data and documents in order to identify their beneficial owner and legal representative and to carry out the checks required under anti-money laundering regulations	Provision of law

Retail Instalments also informs you that for the above purposes, your data will be processed using computer, telecommunication, hard-copy and manual tools, in compliance with the rules on confidentiality and security established by law.

5. WHAT HAPPENS IF YOU DON'T PROVIDE YOUR PERSONAL INFORMATION

If you are a Merchant, in some cases we are required to collect personal information to comply with the law or with the terms of the agreement we have already entered or wish to enter with you (for example, to enable goods or services to be provided to you). In these cases, failure to provide personal information may prevent Retail Instalments from providing its services to you.

6. WHO CAN WE SHARE YOUR PERSONAL INFORMATION WITH?

Your personal data will not be disclosed. Within the Retail Instalments' organization, personal data may be processed by the persons in charge of the offices responsible for carrying out individual processing operations.

In addition, we may share your personal data with the categories of recipients listed below, for the purposes listed, in accordance with the principles of minimization and purpose limitation, while putting in place appropriate security measures. These categories of recipients will have access to the personal data necessary to perform these tasks (and may not use said data for any other purpose), and will be required to process data in accordance with applicable law. We will take all reasonable contractual, legal, technical and organizational measures to ensure that your personal data is processed with an adequate level of protection. Specifically, the categories of recipients to whom we will disclose data, based on and to the extent of the purposes pursued, are:

- electronic platform providers: Retail Instalments may share your personal data with companies authorized to process your personal data by virtue of their express appointment as data processor.

7. FOR HOW LONG WILL WE USE YOUR DATA?

We will retain your personal data only as long as necessary to attain the purposes for which we collected them, including the purpose of complying with any legal, accounting or reporting requirements or duties. In determining the appropriate retention period for personal data, we consider the quantity, nature, and sensitivity of personal data, the potential risk of harm from unauthorized use or disclosure they may be exposed to, the purposes for which we process personal data and whether we can achieve said purposes by other means, and the applicable legal requirements.

8. INTERNATIONAL TRANSFERS

Some of the external third parties we rely on are based outside the European Economic Area ("**EEA**"); therefore, processing your personal data may involve a transfer of data outside the EEA. Whenever we transfer your personal data outside the EEA, we provide an adequate level of protection equivalent to that afforded within the European Union, by ensuring that at least one of the following safeguards is implemented:

1. adequacy measures: personal data is transferred to countries that have been deemed to provide an adequate level of personal data protection by the European Commission;
2. standard contractual clauses: in the absence of adequacy decisions, we will use specific contractual clauses approved by the European Commission, aimed at ensuring the same protection of personal data provided within the European territory.

9. HOW DO WE PROTECT YOUR PERSONAL INFORMATION?

We limit the amount of collected data, collecting only the personal data necessary for the purpose and for the time necessary to achieve it. We limit, protect, and control all of our information resources to prevent access, damage, loss or destruction, whether physical or electronic, or unauthorized access, whether physical or electronic, to such data.

10. YOUR RIGHTS

We would like to remind you that you can exercise your personal data rights under data protection laws. Below is a brief description of these rights:

10.1. Right to be informed

All individuals have the right to be informed about the collection and use of their personal data. This is a fundamental requirement for transparency, as set forth in the GDPR. This Policy fulfils this requirement.

10.2. Right to request access to personal data

Known as an "access request," it allows you to obtain a copy of your personal information in our possession, and to verify that they are processed correctly.

10.3. Right to request rectification of personal data

It allows you to rectify any incomplete or inaccurate data in our possession; however, we may need to verify the accuracy of the new data provided.

10.4. Right to request erasure of personal data

It allows you to request the removal and erasure of your personal data where there is no valid reason to continue processing such data. You can obtain the erasure of your personal data in the cases provided for in Article 17 GDPR. However, please be advised that in certain cases, which shall be communicated to you at the time of your request, we may not be able to comply with your request to have your personal data erased, due to specific legal reasons (e.g., where it is necessary to enable you to fulfil a legal obligation or to establish, exercise or defend a right in legal proceedings).

10.5. Right to object to the processing of personal data

Under the terms of Article 21 GDPR, you may object to the processing of data in cases where we, or a third party, should rely on legitimate interest and you have grounds to believe that such processing in any way infringes on your fundamental rights and freedoms.

10.6. Right to request restriction of processing of personal data

You may request to discontinue the processing of your personal data in the cases provided for in Article 18 GDPR.

10.7. Right to request transfer of personal data to you or a third party

We will provide your personal data to you, or to a person delegated by you, in a structured, commonly used, and machine-readable format, under the conditions set out in Article 20 GDPR. Please note that this right applies only to information processed by automated means and for processing carried out on the basis of consent, or within the scope of performance of a contract entered into with you.

11. CONTACTS

To exercise your rights or to request information about how we process your personal data, you can contact us via e-mail at administration@scalapay.com, and we will do our best to assist you.

We hope we will be able to fulfil your requests regarding the processing of your personal data. In any case, we'd like to also remind you that you always have the right to file a complaint with the Data Protection Authority.