

**TERMS AND CONDITIONS OF SCALAPAY'S SERVICES –
(APPLICABLE FROM 11 - 09 - 2023)**

You (the Customer as defined below) have chosen to make use of the services offered free of charge by SCALAPAY as part of a purchase on the merchant website/in-store of which SCALAPAY is a partner (the **Seller** as defined below). By choosing this payment method, you expressly agree to the following terms and conditions.

ARTICLE 1: DEFINITIONS

1.1. In the context of these terms and conditions relating to the use of the services offered by SCALAPAY, the following terms shall have these definitions:

“Customer” Any natural person, of legal age, who places an Order with a Seller who is a SCALAPAY partner.

“Terms and Conditions” These terms and conditions applicable from the time in which the Client place an order through the SCALAPAY's Services and until the full payment of the single instalment or instalments due in accordance with the Repayment Programme.

“Order” Any purchase of one or more products made by the Customer from the Seller.

“Commercial Warranty” Any commitment made by the Seller to the Customer with a view to the reimbursement of the purchase price or replacement or repair of the purchased product in addition to its legal obligations to guarantee the compliance of the product sold.

“Repayment Programme” The repayment programme communicated by SCALAPAY to the Customer at the time of purchase and available in the personal account of the Customer, that indicates the individual deferred instalment or the instalments to be paid and the deadlines within which they have to be paid.

“SCALAPAY's Services” The service offered by SCALAPAY to the Customer to make the payment of Order based on the availability of the service by the Seller in (i) a single deferred payment after 14 days from the purchase (or depending on the case from the date of dispatch) or (ii) three consecutive instalments or (iii) four consecutive instalments without interest in accordance with the Repayment Programme for purchases made on the Sellers' websites/in-store, not subject to consumer credit regulations as well as credit transaction regulations within the meaning of Article L313-1 of the Monetary and Financial Code.

“Customer”	Any natural person, of legal age, who places an Order with a Seller who is a SCALAPAY partner.
“SCALAPAY”	SCALAPAY S.a.S.u., a French Company, with its registered office in Paris (FR), 13 rue Lafayette, 75009, with SIREN number 887 683 118, share capital 10,000.00 Euro, e-mail administration@scalapay.com .
“Seller”	Any professional who has subscribed to SCALAPAY’s terms and conditions of management and payment services and who offers their Customers the SCALAPAY’s Services for purchases made on their website /-in-store.

ARTICLE 2: SCOPE OF APPLICATION

- 2.1.** These Terms and Conditions apply without restriction or reservation to the use of SCALAPAY’s Services offered to Customers and subject to the other terms and conditions of the SCALAPAY platform. These terms are accessible on the SCALAPAY’s website at all times and shall prevail, as applicable, over any other version or any other contradictory document. Orders are governed also by the Seller’s general terms and conditions.
- 2.2.** Information concerning the main features of the SCALAPAY’s Services can be accessed at any time by the Customer and the Seller on the website “<http://www.scalapay.com/fr>” (or any other related website). The Customer is required to read these before making any purchase using the SCALAPAY’s Services. The choice to subscribe to the SCALAPAY’s Services is solely the Customer’s responsibility.
- 2.3.** These Terms and Conditions might be subject to subsequent amendments, the version applicable at the time of the purchase by the Customer at the Seller’ website/in-store is the one in force on that date.

ARTICLE 3: PURPOSE OF THE TERMS AND CONDITIONS

- 3.1.** The SCALAPAY’s Services consist of offering Customers, completely free of charge, without interest or fees, the option of making payment according with the Repayment Programme related to Orders placed at the Sellers’ website/in-store.
- 3.2.** The Customer may thus purchase and receive the products ordered immediately and pay the price of their Order in accordance with the Repayment Programme.
- 3.3.** Payments will be made over a period not exceeding **3 months** following placement of the Order in accordance with the Repayment Programme.
- 3.4.** The SCALAPAY’s Services will only be available to Customers for the purchase of products.
- 3.5.** In addition, the Customer may not make more than €1,500 in purchases within the same month using the SCALAPAY’s Services.
- 3.6.** When the Customer subscribes to the SCALAPAY’s Services, they agree and undertake to pay SCALAPAY the amount corresponding to each instalment on the due date set out in the Repayment Programme communicated at the time of payment.
- 3.7.** The Customer will receive a reminder by SMS and/or email of the due date for each payment.

ARTICLE 4: CONDITIONS OF USE OF SERVICES

- 4.1.** Access to SCALAPAY's Services is reserved for Customers residing in Mainland France. Customers who are natural persons must be of legal age.
- 4.2.** Customers must have a payment method accepted by SCALAPAY in order to be able to make use of SCALAPAY's Services.
- 4.3.** In any case the bank cards must have a residual validity of at least three months beyond the date of the last instalment under the Repayment Programme. The Customer undertakes to (i) immediately notify SCALAPAY of any opposition to their bank card or other payment method accepted by SCALAPAY and consequently to (ii) modify promptly their bank details accordingly on its personal account.

ARTICLE 5: TERMS OF USE OF THE SERVICES

- 5.1.** The SCALAPAY's Services are accessible to the Customer from the Seller's website/in-store.
- 5.2.** The Customer places the Order for the products that they wish to purchase on the Seller's website/in-store.
- 5.3.** When paying for the Order on the Seller's website/in-store, the Customer may choose the SCALAPAY's Services.
- 5.4.** If the Customer chooses to make use of the SCALAPAY's Services, it will be redirected to a SCALAPAY interface, where they will have to log in to their account or create a SCALAPAY account by entering their details (surname, first name, date of birth, address, email address, telephone number).
- 5.5.** SCALAPAY will communicate to the Customer on the transaction confirmation page, the specific conditions for the provision of the SCALAPAY's Services including the Repayment Programme, detailing in particular the amounts of each instalment, as well as the dates of each payment already made or still to be made.
- 5.6.** The instalments will be charged, in accordance with the Repayment Programme to the bank card or other payment method accepted by SCALAPAY entered into the SCALAPAY personal account.
- 5.7.** Acceptance of use of SCALAPAY's Services by the Customer will be confirmed at the time of validation of the payment on the SCALAPAY interface. If the purchase is made on the Seller's website, the Customer will then be redirected to the Seller's website where confirmation of the Order will appear.
- 5.8.** The Order placed by the Customer will only be considered as final after an e-mail confirmation of acceptance of the Order by the Seller has been sent to the Customer and, if the Repayment Programme and the selected service provided for the payment in three or four instalments without interest, also after the receipt of the first payment by SCALAPAY corresponding to the first instalment.

ARTICLE 6: FEATURES OF THE SERVICES OFFERED BY SCALAPAY

- 6.1.** The SCALAPAY's Services are entirely free of charge, and are not subject to interest or additional fees, except in the event of late payment as specified in article 7. The Customer will be required to pay SCALAPAY, by debit from its bank card or other payment method accepted by SCALAPAY, only the amount corresponding to the full price of the Order placed with the Seller, including delivery costs or other applicable charges.
- 6.2.** By subscribing to the SCALAPAY's Services the Customer expressly and without reservation agrees that the total amount of the Order will be charged to the bank card or other payment method accepted by SCALAPAY, the details of which they have provided, and undertakes to ensure that the bank account attached to this card contains

sufficient funds to cover the debit of the instalment(s) in accordance with the Repayment Programme. The Customer may nevertheless modify his/her payment method details in their personal SCALAPAY account at any time.

- 6.3.** The term of the SCALAPAY's Services is equal to the instalment period indicated in the Repayment Programme signed by the Customer and, in any case, shall not exceed three months for each individual use of such Services.
- 6.4.** Proof of payment will be sent by email by SCALAPAY and/or by the Seller to the Customer for each payment made corresponding to the portion of the price paid in accordance with the Repayment Programme.
- 6.5.** Full payment made by the Customer directly to SCALAPAY shall be in full discharge of any amount due by the Customer in respect of the Order placed with the Seller. The Seller in fact assigns to SCALAPAY all current or future receivables in respect of sales made with the Seller itself.
- 6.6.** By accepting these Terms and Conditions, the Customer declares and agrees that all claims that the Seller may have against them in relation to the Orders placed may be assigned to SCALAPAY.
- 6.7.** The assigned receivables will be indicated in the special terms and conditions, including the Repayment Programme, that will be communicated to the Customer upon confirmation of the Order transaction. By confirming the transaction, the Customer unreservedly accepts the assignment of their claim by the Seller to SCALAPAY.

ARTICLE 7: LATE PAYMENT PENALTIES

- 7.1.** If the Customer fails to comply with the Repayment Programme, 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 Repayment Programme.

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 Repayment Programme;
- 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 Repayment Programme.

In any case, the total fees charged for each Order may not exceed 15% of the total amount of the Order 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 amount of the Order is € 25,00, the maximum amount chargeable by way of commissions may not exceed € 3,75 (15% of € 25,00).

If the Customer fails to make the payments due, the Customer may not be able to use the Service in the future.

- 7.2.** If the Customer wishes to postpone an installment under the Repayment Programme, he/her 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.
- 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 SCALAPAY's Services to the Customer and/or to suspend the performance of its obligations given a communication to the Customer. In the event of failure to pay after the two reminders provided

for in Article 7.1, all the sums due by the Customer shall immediately become due and payable without prejudice to any other action that SCALAPAY would be entitled to take against the Customer in this respect.

ARTICLE 8: SCALAPAY REPRESENTATIONS AND WARRANTIES

- 8.1.** SCALAPAY undertakes to provide the SCALAPAY's Services to the Customer under the conditions provided for in these Terms and Conditions and the other terms and conditions including the Repayment Programme.
- 8.2.** SCALAPAY guarantees the security of the payment transactions that will be made on each instalment date through the use of a third-party supplier to process online payments (Stripe Technology Europe, Limited). Stripe Technology Europe, Limited complies with payment card data security standards (PCI DSS) verified by a qualified independent security assessor (PCI Qualified Security Assessor QSA) and is certified as a provider of PCI Level 1 services.
- 8.3.** SCALAPAY warrants that the SCALAPAY's Services provided through its SCALAPAY interface and its website <http://www.scalapay.com/fr> (or any other related website) comply with the regulations in force.

ARTICLE 9: CUSTOMER REPRESENTATIONS AND WARRANTIES

- 9.1.** The Customer represents that they have read these Terms and Conditions and accepted them before launching the online payment procedure of the Order and have read the terms and conditions of use of the website "<http://www.scalapay.com/fr>" (or any other related website).
- 9.2.** Validation of the subscription to the SCALAPAY's Services constitutes acceptance without restriction or reservation, of these Terms and Conditions as well as the special terms and conditions including the Repayment Programme that will be communicated on the confirmation page of the transaction for the Order concerned.
- 9.3.** The Customer acknowledges having the required capacity to use the SCALAPAY's Services offered on the website "<http://www.scalapay.com/fr>" (or any other related website).
- 9.4.** The Customer acknowledges having received notification, by these Terms and Conditions, of the assignment of the Seller's current and future receivables in respect of Orders placed by the Customer in the Seller's website/in-store to SCALAPAY.
- 9.5.** The Customer agrees to pay the price due to the Seller in respect of the Order placed directly to SCALAPAY.

ARTICLE 10: THE SELLER'S RESPONSIBILITY

- 10.1.** The Seller, who has assigned its present and future claims against the Customer, shall remain obliged to guarantee the compliance of the product ordered by the Customer. It undertakes to guarantee the Customer against any non-compliance or hidden defect resulting from a design or manufacturing defect in the products ordered, in accordance with the provisions relating to legal and Commercial Warranties set out in the Seller's general terms and conditions of sale.
- 10.2.** The Seller shall also be liable for any failure in the delivery of the product(s) purchased by the Customer, in accordance with the terms and conditions set out in the Seller's general and special terms and conditions of sale.
- 10.3.** Consequently, the Customer expressly waives the right to exercise any recourse of any kind whatsoever against SCALAPAY due to a lack of compliance, hidden defect, non-delivery or any other legal and Commercial Warranty.
- 10.4.** Any cancellation, claim or withdrawal relating to the Order placed shall remain subject to the conditions provided for by the Seller's general terms and conditions of sale.

ARTICLE 11: CLAIMS

- 11.1. The Customer is reminded that the Order is subject only to the Seller's general terms and conditions and that SCALAPAY shall not accept any dispute or claim of any kind concerning the Order, its delivery, its content and/or its compliance. The Customer may only contact SCALAPAY directly for claims concerning the SCALAPAY's Services subscribed to, within ten days of the subscription.
- 11.2. For any claim or other question relating to these Terms and Conditions, the Customer can contact SCALAPAY using the form available on its website "<https://scalapay.zendesk.com>" or by email at the following address: support@scalapay.com

ARTICLE 12: CANCELLATION OF THE ORDER

- 12.1. If the Customer intends to make a withdrawal or return regarding an Order in accordance with the law or according to the contract concluded with the Seller in relation to an Order purchased using the SCALAPAY's Services, the Customer must inform the Seller. Until the Seller confirms the validity of the withdrawal or return, the Customer may not suspend or revoke the charges provided for in the Repayment Programme or any other obligation under this Agreement.
- 12.2. When all or part of the Order is validly cancelled with the agreement of the Seller and according to its general terms and conditions of sale and applicable law, the amounts due by the Customer in respect of the instalment payments provided for by the SCALAPAY's Services will be revised to take into account the new total price of the purchase made by the Customer.
- 12.3. In the event of complete cancellation of the Order by the Seller or the Customer, the Seller shall reimburse the Customer for the sums received, if the reasons for the cancellation so justify, and the Customer shall not be required to pay the remaining instalments to SCALAPAY.

ARTICLE 13: PROOF

- 13.1. Any subscription to the SCALAPAY's Services on the website "<http://www.scalapay.com/fr>" (or any other related website) constitutes the conclusion of a remote contract between the Customer and SCALAPAY.
- 13.2. When the Customer subscribes to the SCALAPAY 's Services, an Order is registered on the Seller's website/in-store when the Customer accepts these Terms and Conditions and the Order is validated.
- 13.3. The Customer may verify the details of their Order, the total price and can correct any errors before confirming acceptance thereof. This validation implies acceptance of all of these Terms and Conditions and constitutes proof of the contract concluded with SCALAPAY as well as with the Seller.
- 13.4. It is therefore up to the Customer to verify the accuracy of the Order and to immediately report any error.
- 13.5. Unless proven otherwise, the data recorded in SCALAPAY's computer system constitute proof of all transactions concluded with the Customer and the Seller.
- 13.6. These data will be kept in writing for a period of 10 years from acceptance of these Terms and Conditions and the special terms and conditions including the Repayment Programme by the Customer and the Seller. SCALAPAY guarantees the Customer and the Seller access at all times to any contractual document relating to the SCALAPAY's Services provided when they so request.

ARTICLE 14: WITHDRAWAL

- 14.1. The Agreement is valid until the end of the Repayment Programme, without prejudice to payment obligations and the fulfilment of any other obligation provided for therein.
- 14.2. 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's Services or account, reserving the right to permanently close the Scalapay's Services or account only after full payment of the amount due and the payment of all debts arising from the Agreement.
- 14.3. 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.
- 14.4. 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 for example in case of false declarations made on the Customer's personal page created on the SCALAPAY interface at the time of payment of the Order given a communication to the Customer. In this case Scalapay shall immediately close the Scalapay Account by giving a written communication to the Customer.
- 14.5. It is understood that in any case of withdrawal or termination, the Customer must be obliged to pay immediately any amount still due (if any) under this Agreement.

ARTICLE 15: PERSONAL DATA

- 15.1. The personal data collected from Customers is subject to computer processing by SCALAPAY. It is recorded in its "Customer" file and is essential to the processing of the SCALAPAY's Services. This information and personal data are also stored for security purposes, in order to comply with legal and regulatory obligations. They will be kept for as long as necessary to fulfil Orders and any applicable warranties.
- 15.2. The processing of this data is carried out in accordance with SCALAPAY's Privacy Policy, which can be freely consulted on the following web page: <http://www.scalapay.com/fr/privacy>.
- 15.3. The data controller is SCALAPAY. Access to personal data will be strictly limited to the data controller's employees authorized to process it in the performance of their duties. The information collected may possibly be communicated to third parties contractually related to the company for the performance of subcontracted tasks, which the Customer expressly authorizes.
- 15.4. In the context of the performance of their services, third parties only have limited access to the data and are obliged to use it in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, SCALAPAY is prohibited from selling, renting, or assigning data to third parties, or giving them access thereto without the Customer's prior consent, unless obliged to do so for a legitimate reason.
- 15.5. If the data is transferred outside the EU, the Customer will be informed and the guarantees taken to secure the data will be specified.
- 15.6. In accordance with the Data Protection Act of 6 January 1978, enhanced and supplemented by the GDPR (General Data Protection Regulation) which entered into force on 25 May 2018, the Customer has, at any time, a right of access, rectification, opposition, deletion and portability of all of their personal data by contacting the data controller by post or e-mail, and providing proof of identity, at the following postal or e-mail address:

Scalapay S.a.s.u.

13 rue Lafayette

75009 Paris

France

Company email: administration@scalapay.com

- 15.7.** In the event of a complaint, the Customer may submit the complaint to SCALAPAY's personal data protection officer in accordance with the privacy's notice.
- 15.8.** The Customer may also file any claims or complaints with the Commission nationale de l'informatique et des libertés [French National Data Protection Agency].

ARTICLE 16: INTELLECTUAL PROPERTY

- 16.1.** The content of the website "<http://www.scalapay.com/fr>" (or any other related website) is the property of SCALAPAY and is protected by French, Italian and international intellectual property laws.
- 16.2.** Any complete or partial reproduction of this content is strictly prohibited and is likely to constitute, among other things, an infringement of intellectual property rights.

ARTICLE 17: AUTOMATED DECISION

- 17.1.** A certain number of automated decisions are taken by the Seller and SCALAPAY, in particular to identify Customers and Orders eligible for the SCALAPAY's Services. On the basis of these automated decisions and when a significant risk of fraud or unpaid balances is identified, SCALAPAY shall be entitled to refuse the SCALAPAY's Services to a specific Customer or for a specific Order, without any possible recourse on the part of the Customer.
- 17.2.** A Customer who wishes to contest any automated decision preventing them from accessing the SCALAPAY's Services has the right to obtain information from an advisor specially designated to process their file. The Customer's contact with this advisor shall be made under the same conditions as those provided for in Article 11 of these Terms and Conditions of use.

ARTICLE 18: LANGUAGE OF THE CONTRACT – APPLICABLE LAW

- 18.1.** All contractual information relating to the SCALAPAY's Services is written in English and is freely accessible on the Seller's website as well as on the SCALAPAY website. It is subject to French law.
- 18.2.** All disputes arising from the services provided under the SCALAPAY's Services pursuant to these Terms and Conditions, concerning their validity, interpretation, performance, termination, consequences and aftermath and which could not be resolved amicably, shall be submitted to the competent courts under the conditions of ordinary law.
- 18.3.** 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).
- 18.4.** 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/>.

ARTICLE 19: PRE-CONTRACTUAL INFORMATION

19.1. The Client acknowledges having received, prior to the placing of its Order and the conclusion of service agreement proposed by SCALAPAY, in a legible and comprehensible manner, these Terms and Conditions and all the information listed in Article L. 221-5 of the French Consumer Code, and in particular the following information:

- the essential features of the services, taking into account the communication medium used and the service concerned;
- the free nature of the SCALAPAY’s Services and the reimbursement time frames;
- the immediate performance of the services on the Seller’s website, the date or time frame by which SCALAPAY undertakes to provide the services ordered;
- information relating to the identity of SCALAPAY, its postal, electronic contact details, and its activities, if they are not apparent from the context;
- the features of the digital content and where applicable, its interoperability;
- the option of resorting to conventional mediation in the event of a dispute;
- information relating to the right of withdrawal (existence, conditions, deadline, methods of exercising this right and standard withdrawal form), the terms of termination and other important contractual conditions. - the accepted payment methods.

19.2. The fact that a natural person places an Order on the website “<http://www.scalapay.com/fr>” (or any other related website) implies full and complete acceptance of these Terms and conditions and the obligation of payment of the SCALAPAY’s Services, which is expressly acknowledged by the Customer who in particular waives the right to invoke any contradictory document.