

## SCALAPAY SERVICE AGREEMENT

Last update 04 - 08 -2023

### 1. RECITALS

- 1.1. The following Terms and Conditions govern the "Deferred Payment 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) **Confirmation:** the communication sent via the Scalapay platform to the Customer containing the approval of the Request by the relevant Sellers and the Reimbursement Programme.
  - (b) **Customer:** any natural person who purchases the Seller's Products through the Service.
  - (c) **Deferred Purchase:** the purchase of a Seller's Product made by the Customer through the Service.
  - (d) **Final Return Deadline:** the 90th (ninetieth) day after the day on which Scalapay sends the Confirmation relating to the purchase of a Product.
  - (e) **Incremento SPV:** Incremento SPV S.r.l., an Italian vehicle company for the securitisation of receivables incorporated pursuant to L. 30 April 1999 n. 130 ("Italian Securitisation Law") which, in its capacity as assignee of the receivables claimed by the Sellers against the Customers, is the exclusive recipient of payments and amounts due by the Customers.
  - (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 card used in place of the one initially indicated during the Agreement relationship.
  - (h) **Reimbursement Programme:** the schedule of payments to Incremento SPV prepared by Scalapay following the Confirmation of approval of the Customer's Request, containing the amount(s) and due date(s) of the individual installment 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 and 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.
- (i) **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) **Reimbursement Programme:** the programme of payments to Incremento SPV ordered by Scalapay following the Customer Request Approval Confirmation, 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 and viewable by Customers by accessing their Scalapay Account.
  - (o) **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.
  - (p) **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.
  - (q) **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, share capital €1,000,000.00, No. Rea MI-2606390 i.e. the entity that provides the Customer with the Service under the Agreement.
  - (r) **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 Reimbursement Programme.
  - (s) **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.
  - (t) **Service:** the service offered by Scalapay to the Customer, which allows the Customer to purchase the Seller's Products by paying for them, depending on the availability of the service and in accordance with the terms of the Reimbursement Programme, 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.

- (u) **Seller:** any company or business that offers Customers the possibility to purchase its Products and grants a payment deferral through the Service.
- (v) **Terms and Conditions:** these general terms and conditions.
- (w) **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.
- (x) **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 Reimbursement Programme, by debiting by a payment processing platform of the Customer's Payment Method, upon specific approval via the Scalapay platform. The recipient of the Customer payments is Incremento SPV. 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 Reimbursement Programme.

### 4. SCALAPAY'S OBLIGATIONS

- 4.1. Once the Deferred Purchase has been completed, Scalapay, also in its capacity as asset manager of Incremento SPV, will procure debiting of the installment(s) according to the methods and deadlines set out in the Reimbursement Programme.
- 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 in the Reimbursement Programme. 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 Reimbursement Programme;
  - 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 in the Reimbursement Programme, the first instalment established by the Reimbursement Programme via the payment system to the Customer's Payment Method. If more than one instalment is planned, subsequently, the Customer's Payment Method will be charged via the payment system the charges set forth in the Reimbursement Programme 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 Reimbursement Programme by crediting the Payment Method.

- 4.5. The Customer acknowledges that Scalapay and Incremento SPV, as a mere assignee of the Seller's credit, 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 Incremento SPV 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 fulfillment 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 installment(s) payments under the Reimbursement Programme in favor of Incremento SPV at the deadlines indicated therein, ensuring in any case that his/her Payment Method has sufficient funds to enable the debits under the Reimbursement Programme until its extinction.
- 5.3. Unless otherwise agreed in writing, Scalapay, on behalf of Incremento SPV will charge instalment(s) set forth in the Reimbursement Programme, on the Customer's Payment Method through the payment system.
- 5.4. The exact amount of each payment and the related due date(s) are indicated in the Reimbursement Programme 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 Reimbursement Programme 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 installment provided for in the Reimbursement Programme 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 Reimbursement Programme 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.
- 5.9. The Customer acknowledges that Incremento SPV, as assignee of all the receivables arising from the purchases made through the Service, may in turn assign to third parties, in whole or in part, the receivables due from the Customer with the relevant accessories.

## **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 installments in accordance with the Reimbursement Programme.
- 6.2. Scalapay reserves the right to make its services subject to charges in accordance with Article 12 of the Agreement.

## **7. LATE PAYMENT PENALTIES**

- 7.1. If the Customer fails to comply with the Reimbursement 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 Reimbursement 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 Reimbursement 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 Reimbursement Programme.

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).

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 Reimbursement 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 Service to the Customer and/or to suspend the performance of its obligations given a written 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.
- 7.5. In case of non-payment or late payment, Scalapay, also on behalf of Incremento SPV, 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 and/or Incremento SPV 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.

## **8. WITHDRAWALS, RETURNS AND REFUNDS OF THE ORDER**

- 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 Reimbursement Programme or any other obligation under this Agreement.
- 8.3. If the Withdrawal or Return is confirmed by the Seller, Scalapay, also on behalf of Incremento SPV, and depending on whether the reimbursement is partial or total will suspend, modify or cancel the Reimbursement Programme 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, Incremento SPV 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 Reimbursement Programme, without prejudice to payment obligations and the fulfillment 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](mailto: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 Incremento SPV 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](mailto: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 national legislation on the protection of personal data and is available through the following link: <https://www.scalapay.com/en/privacy>. Incremento privacy policy is available in the Appendix I of this Agreement.

## **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. In the event of changes unfavorable to the Customer, the Customer has the right to withdraw from the Agreement within 30 (thirty) days, without any penalty.

### **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 Incremento SPV 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](mailto: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 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](mailto: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](mailto:cm2c@cm2c.net) - <https://cm2c.net/>.

## Appendix I

### Incremento SPV S.r.l. – Privacy Policy

Incremento SPV S.r.l., a single-member limited liability company incorporated under Italian Law no. 130 of 30 April 1999 (the “**Securitisation Law**”), with registered offices at Via San Prospero 4, 20121, Milan, tax code, VAT number, and Milan – Monza – Brianza – Lodi Company Register registration number 11542100968, in its capacity as Controller, respects your privacy and undertakes to protect your personal data.

This privacy policy, (hereinafter the “**Policy**”) describes the reasons for and the way in which we collect and manage personal data relating to the data processing carried out by Incremento SPV S.r.l. and how we ensure their protection.

Incremento SPV S.r.l. undertakes to process your data in compliance with the General Data Protection Regulation (Regulation (EU) 2016/679), better known as the “**GDPR**” and with any other applicable privacy legislation. More specifically, the processing of the personal data carried out by Incremento SPV S.r.l. will be governed by the principles of lawfulness, fairness, transparency, limitation of purpose and storage, data minimisation, accuracy, integrity and confidentiality.

#### 1. PURPOSE OF THIS PRIVACY POLICY

This privacy policy is drawn up in compliance with articles 13 and 14 of the GDPR in order to provide you with information on how Incremento SPV S.r.l. processes your personal data collected as a result of a credit securitisation transaction under the Securitisation Law. More specifically, we have acquired a credit that arose from the contract (hereinafter the “**Contract**”) that you (hereinafter the “**Consumer**”) concluded with a merchant that sells or supplies products and services (hereinafter the “**Merchant**”), by means of the Scalapay information technology infrastructure, choosing the option of deferred payment in consecutive monthly instalments.

It is important that you read this Policy, together with any other we may provide in order to supplement, update or clarify the information concerning the collection and processing of personal data. We will coordinate these policies in order to inform you, at any given time, of the conditions applied to the processing of personal data in the most transparent and readily accessible manner.

#### 2. DATA CONTROLLER

Incremento SPV S.r.l. (hereinafter also “**Incremento**”) acts as the Data Controller and is responsible for your personal data. You may contact the Data Controller to receive information concerning your personal data and to exercise the rights that the GDPR attributes to Data Subjects, using the e-mail address [incrementospv@legalmail.it](mailto:incrementospv@legalmail.it).

#### 3. WHICH PERSONAL DATA DO WE COLLECT?

This section describes the types of personal data we process. Section 4 describes the purposes for which we process these personal data.

<b>Consumers’ data</b>	<b>Data of the employees/actual owner/legal</b>
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	<b>representative of the Merchants</b>
General particulars	General particulars
Financial data	Identity card/ tax code
Payment data	
Data concerning purchases	

#### 4. FOR WHICH PURPOSES DO WE PROCESS YOUR PERSONAL DATA?

We restrict the amount of personal data collected to those strictly necessary for the purpose for which they were collected, as described below. We therefore restrict, protect and control our information technology resources against unauthorised access, damage, loss of destruction, both physical and electronic. We store personal data only for the period of time indicated below, in order to answer your requests, or for longer if required by the law. We store your personal data for recording and statistical purposes, and we ensure that the personal data cannot be further used. While they are in our possession, with your help, we try to keep your personal data accurate.

We only process personal data for the purpose for which they were collected. In order to facilitate understanding of the purposes, legal bases and conditions at which we process data, the table below shows the categories of personal data processed, the purpose of processing, and the “legal basis” that authorises each processing operation and makes it lawful.

<b>Category of data</b>	<b>Processing methods</b>	<b>Legal basis</b>
General particulars and financial and payment data (last four digits and expiry data of the method of payment) of Consumers	Management of receipts and payments	Contract
Contact details of the actual owner/representatives and employees of the Merchants	Execution of the contract concluded with the Merchants	Contract

General particulars of the Consumer, data concerning purchases, method of payment	Activities for providing feedback and any complaints from Consumers	Contract
General particulars and contact details, identity card, tax code of the actual owner/legal representative of the Merchants	Collection of data and documents concerning the Merchants in order to identify the actual owner and legal representative and to carry out the check required by anti-money laundering legislation	Legal provision

Incremento also wishes to inform you that for the above purposes your data will be processed by means of IT, electronic, paper and manual means, in compliance with the confidentiality and security standards established by law.

#### **5. IF YOU DO NOT PROVIDE YOUR PERSONAL DATA**

If you are a Merchant, in some cases we need to collect personal data by law or under the terms of a contract that we have with you or that we are attempting to conclude with you (for example to allow you to be provided with goods or services). In these cases, failure to provide personal data may prevent Incremento from providing you with its services.

#### **6. WITH WHOM MIGHT WE SHARE YOUR PERSONAL DATA?**

Your data will not be disseminated. Within Incremento's organisation, the data may be processed by the authorised persons of the functions responsible for carrying out the individual processing activities.

In addition, we may share your personal data with the categories of recipients listed below, for the above-listed purposes, in compliance with the principles of purpose minimisation and restriction, adopting suitable security measures. These subjects will have access to the personal data required to carry out these functions (and they may not use them for other purposes), and they will be under obligation to process the data in compliance with the applicable legislation. We will adopt all the reasonable contractual, legal, technical and organisational measures to ensure that your personal data are processed with an adequate level of protection. More specifically, the categories of subject to which we will disclose data, by reason of and within the limits of the

purposes pursued, are:

- Electronic platform providers: Incremento may share your personal data with companies authorised to process personal data under specific deeds appointing processors.

## **7. FOR HOW LONG WILL WE USE YOUR DATA?**

We store all your personal data only for as long as is necessary to satisfy the purposes for which we collected them, including the purpose of fulfilling any legal or accounting requirements or duties or reporting obligations. In order to determine the appropriate storage period for the personal data we consider the quantity, nature and sensitivity of the personal data, the potential risk of damage resulting from the unauthorised use or disclosure of the personal data, the purposes for which we process the personal data and whether we can achieve these purposes with other means and the applicable legal requirements.

## **8. HOW DO WE PROTECT YOUR PERSONAL DATA?**

We restrict the quantity of data collected, by only collecting the personal data necessary for the purpose and for the time needed to achieve it. We restrict, protect and control all our information resources to prevent access, damage, loss and destruction, both physical and electronic, as well as unauthorised access, both physical and electronic.

## **9. YOUR RIGHTS**

We would like to remind you that you may exercise your personal data rights established by data protection laws. A brief description of these rights is provided below:

### **9.1. Right to be informed**

All natural persons have the right to be informed regarding the collection and use of their personal data. This is a fundamental transparency requirement as established by the GDPR. This Policy satisfies this requirement.

### **9.2. Right to request access to the personal data**

Known as the "right of access", this makes it possible to obtain a copy of your personal data in our possession and to check it is processed properly.

### **9.3. Right to request the rectification of the personal data**

This allows you to correct any incomplete or inaccurate data in our possession; however, we may need to check the accuracy of the new data provided.

### **9.4. Right to request the erasure of the personal data**

This allows you to request the removal and erasure of your personal data when there are no longer valid reasons for continuing to process them. It is possible to obtain the erasure of your personal data in those cases provided for by article 17 of the GDPR. However, please note that in certain cases we may not be able to satisfy your request for erasure for specific legal reasons (for example, when it is necessary to allow you to fulfil a legal obligation or to establish, exercise or defend a right in legal proceedings) which you will be told about at the time of your request.

#### **9.5. Right to object to the processing of the personal data:**

Under the terms of article 21 of the GDPR, you may object to the processing of the data if we, or a third party, should rely on legitimate interest and you should believe such processing in some way damages your rights and fundamental freedoms.

#### **9.6. Right to request the restriction of processing of the personal data:**

You may request the discontinuation of processing of your personal data in the cases provided for by article 18 of the GDPR.

#### **9.7. Right to request the transfer of the personal data to you or to a third party:**

We will provide you, or a party appointed by you, with your personal data in a structured, commonly used, machine-readable format, under the conditions provided for by article 20 of the GDPR. Kindly note that this right only applies to information processed by automated means for processing carried out based on consent or within the scope of the fulfilment of a contract concluded with you.

### **10. CONTACT DETAILS**

In order to exercise your rights or to ask for information on how we process your personal data, you may contact us by e-mail using the address [incrementospv@legalmail.it](mailto:incrementospv@legalmail.it) and we will do our utmost to assist you.

We hope that we will be able to satisfy your requests regarding the processing of your personal data. In any case, please note that you are always entitled to file a complaint with the Italian Data Protection Authority, with offices at Piazza Venezia 11, Rome, using the e-mail address: [protocollo@gpdp.it](mailto:protocollo@gpdp.it).