

## PRE-CONTRACTUAL INFORMATION

### SCALAPAY IP PAYMENT SERVICE AND LINE OF CREDIT

This document contains pre-contractual information regarding the terms of use that the customer can find at the end of this document.

#### INFORMATION ABOUT SCALAPAY IP S.p.A.

Scalapay IP S.p.A. ("**Scalapay IP**") is a payment institution under Italian law that carries out its activities pursuant to Articles 114-*sexies* et seq. of Legislative Decree No. 385 of September 1, 1993. Scalapay IP is subject to the supervision of the Bank of Italy and is registered under No. 36018.0 in the Register of Payment Institutions available at <https://www.bancaditalia.it/compiti/vigilanza/albi-elenchi/>.

Scalapay IP is also duly passported in Finland and is authorised to provide its payment services under the freedom to provide the services by the Finnish Financial Supervisory Authority (FIN-FSA).

VAT NUMBER: 06078740484

Registered office: Via Nervesa 21, 20139 Milan (MI), Italy.

Scalapay IP certified email: [scalapayip@legalmail.it](mailto:scalapayip@legalmail.it)

Scalapay IP email: [support@ip.scalapay.com](mailto:support@ip.scalapay.com)

Website: <https://paymentinstitute.scalapay.com/>

#### **SERVICE FEATURES**

##### **GENERAL INFORMATION ABOUT THE PAYMENT SERVICE**

The payment service offered by Scalapay IP to the customer allows the customer to purchase and pay for a vendor's products in one or more deferred instalments.

Specifically, the payment service consists of the issuance of a single-use payment instrument represented by the set of procedures agreed upon between the customer and Scalapay IP and used to initiate the payment order related to the purchase in favour of the customer. The payment service allows the customer to pay for the product in instalments, taking advantage of a line of credit equal to the total amount due for the purchase from the seller, including purchase price, shipping costs, taxes, and any other amount applied to the transaction by the seller or third parties. The deferment of payment through the line of credit is granted free of charge by Scalapay IP incidental to the payment transaction.

##### **MODE OF REPAYMENT OF THE LINE OF CREDIT**

The line of credit will be repaid, subject to the availability of the service and in accordance with the payment plan, in (i) a single payment after 14 or 30 days after the purchase (or shipment) ("**Pay Later**") or (ii) in three consecutive monthly instalments without interest ("**Pay in 3**") or (iii) in four consecutive monthly installments without interest ("**Pay in 4**"), subject to approval by Scalapay IP. Payment of the deferred instalment(s) by the customer

shall be made by direct debit through a payment platform on the payment method accepted by Scalapay IP and indicated by the customer in their account.

#### FUNCTIONING OF THE SERVICE

When the customer requests to use the Scalapay IP service in order to pay for a product at the seller's store, and that request is approved,, Scalapay IP pays the total amount due for the product to the seller and the terms of use below take effect. At the same time, the customer agrees to reimburse Scalapay IP for the total amount paid by Scalapay IP to the seller, according to the payment plan communicated at the time of purchase resulting in a charge to the payment method(s) provided by the customer. In the case of Pay in 3 or Pay in 4, the amount for the first instalment is charged at the time of purchase and subsequent installments are paid one month apart; in the case of Pay Later service, the full total amount of the product will be charged 14 or 30 days after the date of purchase and/or shipment of the product.

#### ASSIGNMENT OF CREDIT

The credit related to the second, third and the fourth instalment (where applicable) of the payment plan in case of using the Pay in 3 and Pay in 4 service and the single instalment in case of using the Pay Later service, is assigned by Scalapay IP to Augusta SPV S.r.l., a special purpose vehicle for the securitization of receivables established pursuant to Italian Law No. 130 of April 30, 1999.

#### **TYPICAL SERVICE RISKS**

Failure to comply with the terms of use below and the payment plan could result in serious consequences for the customer, such as charging fees for missed or late payments, legal action to recover credit, and reducing the customer's chances of accessing financing in the future.

The ease of access to the service and the absence of charges related to the deferred payment granted could incentivize purchases that are, potentially, not sustainable by the customer, exposing him or her to a risk of over-indebtedness.

Use of the service involves the customer's commitment to repay the instalments on the due dates, and therefore, before using the service, the customer is encouraged to check and assess his or her ability to repay.

#### **ECONOMIC CONDITIONS**

The customer can use the payment service for free.

The customer may be subject to potential costs associated with the payment method chosen. In any case, they are required to repay the purchase amount on the due dates indicated in the payment plan.

| <b><u>Main economic burdens for the customer</u></b> |             |
|------------------------------------------------------|-------------|
| Interests                                            | No interest |

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Late payment fees                  | <p>Late payment fees apply solely and exclusively in the case of non-payment or late payment. Precisely, the fee is applied, per instalment, as follows:</p> <ul style="list-style-type: none"> <li>- 2,50 euros if the instalment payment is not made within 24 hours of the due date;</li> <li>- additional 2,50 euros if the instalment payment is not made by the ninth day after the due date. The first late fee will be charged only after 14 days from the first reminder sent to the customer if payment is not made, on the due date.</li> </ul> <p>A reduction in the late fee is available if the Customer notifies Scalapay IP in advance—via the dedicated section of their Account—of their inability to make the payment on the scheduled due date and indicates a new payment date. This notification must be made at least 24 hours before the original due date.</p> <p>The actual fee, reduced based on the Notification, is displayed to the Customer at the time of confirmation. However, if the Customer fails to make the payment by the newly indicated date, in addition to the reduced fee, the standard late fees previously outlined will also apply.</p> |
| Gross Annual Percentage Rate (APR) | 0%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

The Average Overall Effective Rate (TEGM) required by Article 2 of Law No. 108/96 (the “anti-usury law”) can be found on the [website](#) of the Italian Ministry of Economy and Finance.

## **WITHDRAWAL**

**Withdrawal of the Customer.** Customer have the right to withdraw from the terms of use below 14 days after its conclusion by sending an email to [support@ip.scalapay.com](mailto:support@ip.scalapay.com); however, at any time prior to the deferred purchase, the customer may withdraw from the terms of use without incurring a fee by simple written notice to be sent to the email address [support@ip.scalapay.com](mailto:support@ip.scalapay.com).

After the execution of the purchase, the customer does not have the right to revoke the payment arrangement but may withdraw from the terms of use without incurring the payment of any fees, by simple written notice to be sent to the email address [support@ip.scalapay.com](mailto:support@ip.scalapay.com). In this case, however, the customer still remains obligated to pay all sums due for the use of the service and concerning the payment of the product purchased at the seller's shop, and withdrawal does not constitute revocation of the consent given to the charging of sums due on the chosen method of payment.

**Withdrawal of Scalapay IP.** Scalapay IP may terminate the terms of use with 60 days' notice. In addition, Scalapay IP may terminate the terms of use at any time upon the occurrence of certain circumstances, for example: non-payment or incomplete payment by the customer, risk of fraud, use of the service by the customer in a manner inconsistent with the law, the terms of use, or good faith.

**COMPLAINTS**

Complaints about purchased products and sales contracts should be addressed to the seller, as Scalapay IP is not involved in the sales relationship.

The customer may submit a complaint concerning the payment service offered by Scalapay IP or any claim concerning the Scalapay IP's performance via registered letter with a return receipt to the following address: Via Nervesa 21, 20139 Milan (MI), or by email to [reclami@ip.scalapay.com](mailto:reclami@ip.scalapay.com). The complaint must be submitted in the forms indicated on the website <https://paymentinstitute.scalapay.com/> in the complaints section.

Scalapay IP will attempt to resolve the complaint within 15 days of receipt of the complaint concerning the payment service offered by Scalapay IP; 30 days for any other claim concerning the Scalapay IP's performance extendable up to 90 calendar days in cases of particular complexity; however, if the customer does not receive a response within the specified period or is not satisfied with the response received, the customer may alternatively:

- (i) file an appeal with the Italian Banking and Financial Arbitration ("**ABF**").  
ABF is an alternative system to civil justice for the resolution of disputes arising between banks and intermediaries and their customers regarding banking and financial transactions and services. Finnish customers may file the appeal with the ABF through the Fin-Net Platform, the European network of cooperation between national bodies for out-of-court settlement of banking, insurance and financial services disputes. For more information, customers can consult the relevant website accessible at this [link](#), consult the FIN-NET'S webpage available [here](#) or request information directly to Scalapay IP;
- (ii) For guidance related to Finnish consumer law questions and disputed, customer may contact the Consumer Advisory Services (*Kuluttajaneuvonta*) and the Consumer Disputes Board (*Kuluttajariitalautakunta*).
- (iii) recourse to the ordinary judicial authority, without prejudice to the compulsory mediation procedure to be carried out at a mediation body specializing in banking and financial disputes registered in the special register kept by the Ministry of Justice.

Customer may always file a complaint with the Bank of Italy. for more information, customer may visit the Bank of Italy's webpage "Services for the Public"

These Terms of Use were last updated on 31 July 2025 – Version n. 3

## TERMS OF USE OF SCALAPAY IP PAYMENT SERVICES AND LINE OF CREDIT

These Terms of Use, including the pre-contractual information, apply between Scalapay IP S.p.A. and the Customer using the Scalapay Payment Service.

### 1. Definitions

For the purposes of this document, the following terms, expressed in the singular or plural, have the meanings given below:

**Scalapay Account:** the Customer's personal account activated as a result of registration on the Scalapay Platform through the website [www.scalapay.com](http://www.scalapay.com) or the Scalapay Mobile App following acceptance of the general terms and conditions of Scalapay S.r.l. with registered office in Milan (MI), Via Nervesa 21, Tax Code/ VAT no. 06891080480, Economic and Administrative Index no. MI - 2606390;

**Scalapay IP Account:** the section within the Scalapay Account dedicated to the relationship between the Customer and Scalapay IP for the use of the Payment Service;

**Deferred Purchase:** the purchase by the Customer of any Product from a Seller through the Payment Service;

**Scalapay S.r.l.:** the company Scalapay S.r.l., a single-member company, with registered office in Milan, Via Nervesa 21, VAT No. 06891080480, owner of the Scalapay Platform. Scalapay S.r.l. and Scalapay IP are subject to common control by Scalapay Limited;

**Scalapay Platform:** the information and digital infrastructure used by Scalapay IP for the provision of its services;

**Scalapay IP:** the company Scalapay IP S.p.A., headquartered in Milan, Via Nervesa 21, VAT no. 06078740484, REA no. MI - 2688662, share capital: €5.284,254.00, a payment institution under Italian law registered under no. 36018.0 in the Register of Payment Institutions;

**Augusta SPV:** the company Augusta SPV s.r.l., a vehicle for the securitization of loans under Law No. 130 of April 30, 1999;

**Payment Service or Service:** the payment service offered to the Customer by Scalapay IP, pursuant to Article 1, co.2, lett., h-septies.1, nn. 4.2 and 5 of

Legislative Decree September 1, 1993, n. 385 ("TUB"), and which consists in the issuance of a single-use payment instrument (i.e., valid for the completion of a single payment order related to a Deferred Purchase) represented by the set of procedures agreed between the Customer and Scalapay IP, governed by these Terms of Use and used to initiate the payment order related to the Deferred Purchase. As an ancillary service to the Payment Service, Scalapay IP grants the Customer a Line of Credit, the amount of which corresponds to the price of the Product purchased by the Customer and represents the instalment(s) that the Customer agrees to pay to Scalapay IP or to Augusta SPV (as assignee of the credit) on the due dates (the "Line of Credit"). The Line of Credit, i.e., the amount of money advanced by Scalapay IP and representing the price of the Product, will be repaid, subject to the availability of the Service and in accordance with the terms of the Payment Plan, in (i) a single payment after 14 or 30 days after the Deferred Purchase (or shipment) ("Pay Later") or (ii) in three consecutive monthly installments without interest ("Pay in 3") or (iii) in four consecutive monthly installments without interest ("Pay in 4"), subject to the creation of a Scalapay Account and activation of a Scalapay IP Account and approval by Scalapay IP;

**Customer:** the natural person who uses the Payment Service offered by Scalapay IP pursuant to these Terms of Use;

**Terms of Use:** these Terms of Use that apply to the Service rendered by Scalapay IP to the Customer. The Terms of Use relate to individual payment transactions that are not part of a framework agreement pursuant to the Bank of Italy Regulation on the Transparency of Banking and Financial Transactions and Services of 29/07/2009, as amended;

**Total Product Cost:** the total amount payable by the Customer for the purchase of a Product from a Store, including the purchase price, shipping costs, taxes, and any other amount applied to the transaction by the Seller or a third party;

**Product:** any good and/or service that can be purchased by the Customer from the Seller by paying the relevant price through the Payment Service;

**Seller:** the company or business establishment that accepts the payment instrument issued to the Customer by Scalapay IP, pursuant to these Terms of Use, allowing Customers the opportunity to purchase its Products at its online and/or in-store outlets through a payment deferral through the Payment Service.

**Store:** any venue, physical store, website, webpage or digital platform, where Seller's Products can be purchased through the Payment Service;

**Line of Credit:** the ancillary financing granted by Scalapay IP to the Customer in connection with the payment transaction carried out through the Payment Service pursuant to Article 1, co.2, lett., *h-septies*.1, nos. 4.2 and 5 of Legislative Decree No. 385 of September 1, 1993;

**Payment Plan:** amounts and due dates of instalments due by the Customer for repayment of the Line of Credit, communicated by e-mail to the Customer at the time of Deferred Purchase;

**Request:** the request that the Customer transmits to Scalapay IP in order to use the Payment Service for the purchase of one or more of the Seller's Products at the Store, which may be approved or rejected by Scalapay IP;

**Payment Platform:** the payment platform authorized to operate within the European Economic Area (EEA) through which the amount of the installments under the Payment Plan is charged to the Payment Method specified by the Customer, e.g., Stripe Payments Europe, Limited, an Irish-registered company with its registered office at Lower Grand Canal Street, No. 1, Grand Canal Dock, Dublin, Ireland, or other entity possessing the licenses required by the applicable provisions that has entered into the appropriate agreement with Scalapay IP;

**Payment Method:** any payment method accepted by Scalapay IP (e.g., credit card, debit card, prepaid card or, where applicable and, where applicable, bank transfer), the details of which are provided by the Customer at the time of creation of the Scalapay Account or at the time of activation of the Scalapay IP Account or at the time of the first use of the Payment Service, to be used for debiting payments due under

these Terms of Use and the Payment Plan, as well as for credits for any refunds, i.e., any payment method subsequently added to the Scalapay Account;

**Final Return Deadline:** up to the 90th day following the day on which Scalapay sends confirmation of approval of the Request in connection with the purchase of a Product when using the Payment Service;

**Prohibited Products:** any goods and/or services that cannot be purchased through Scalapay IP because they are restricted and, in particular:

- 1) Gambling
- 2) Weapons
- 3) Illegal drugs and medications
- 4) Products or services for the production and compounding of drugs
- 5) Prescription drugs required
- 6) Prostitution, escort services, Strip clubs (pornography)
- 7) Products and services related to pedophilia, sexual exploitation
- 8) Trade and sale of live animals and products that may cause suffering to animals
- 9) Trade of rare or endangered animals/plants
- 10) Products that encourage hatred, violence, racism or discrimination
- 11) Crowdfunding
- 12) Pyramid schemes, Ponzi or "Get rich quickly"
- 13) Products and services provided without a licence and/or counterfeits
- 14) Products or services that encourage money laundering and terrorist financing
- 15) Buy gold/Money transfer
- 16) Financial products and investment services
- 17) Crypto
- 18) NFTs
- 19) Sale of currencies for online games
- 20) Gift card
- 21) E-cigarette liquids
- 22) Betting

- 23) Sale and distribution of music, films, software or other licensed products counterfeit or without authorization
- 24) Any other product or service that infringes or directly facilitates infringement of trademark, patent, copyright, trade secret, proprietary rights or third party privacy
- 25) Sales sites exclusively dedicated to the B2B segment
- 26) Money transfer
- 27) Services under subscription.

## 2. SUBJECT MATTER OF SERVICE

2.1. The Payment Service offered by Scalapay IP to the Customer enables the Customer to purchase and pay for a Seller's Products through a set of procedures agreed upon between the Customer and Scalapay IP governed by these Terms of Use that enable the Customer to initiate the Deferred Purchase payment order. For this purpose, Scalapay IP pays the Seller the Total Cost of the Product and grants the Customer, incidental to the payment transaction, the Line of Credit, the amount of which corresponds to the Total Cost of the Product. The Line of Credit shall be repaid by the Customer on the due dates set forth in the Payment Plan.

2.2. The Payment Plan, depending on the availability of the Payment Service at the Store, may provide for (i) a single payment 14 or 30 days after Deferred Purchase or shipment ("**Pay Later**") or (ii) in three consecutive monthly installments without interest ("**Pay in 3**") or (iii) in four consecutive monthly installments without interest ("**Pay in 4**").

2.3 Pursuant to Article 122(1)(c) of the TUB, these Terms of Use are not subject to Title VI, Chapter II of the TUB due to (i) the non-application of interest and (ii) the duration, which is short, of the credit. However, the provisions on transparency of banking and financial transactions and services and any applicable provisions issued by the Bank of Italy are applicable to these Terms of Use.

## 3. ASSIGNMENT OF CREDIT TO AUGUSTA SPV

If the Customer uses the Service, they acknowledge that the two installments following the first instalment

referred to in the Payment Plan, will be assigned to Augusta SPV S.r.l., related parties and their assignees, and accepts such assignment. Therefore, in the event of use of the Pay in 3 or Pay in 4 or Pay Later service, Scalapay IP, also in its capacity as asset manager of Augusta SPV, will have the installments charged through the Payment Platform in the manner and on the due dates set forth in the Payment Plan. The Customer agrees to pay Scalapay IP or, as the case may be, Augusta SPV, the agreed installments related to the Line of Credit by the due dates set forth in the Payment Plan. Customers can find Augusta SPV's Privacy Policy at annex I of these Terms of Use.

## 4. CONDITIONS OF ACCESS TO THE SERVICE

To use the Service, the Customer must:

- (i) Be a natural person of legal age;
- (ii) possess the capacity to act necessary to make commitments to Scalapay IP;
- (iii) Be resident in Finland;
- (iv) Be a Scalapay Account holder;
- (v) Activate a Scalapay IP Account. When activating the Scalapay IP Account, the Customer is required to confirm and/or update the information issued when activating the Scalapay Account (full name, date of birth, citizenship, social security number, residential address, email address, telephone number details of a Payment Method valid until the payment of all installments under the Payment Plan) and to provide additional data (place of birth, gender, details and copy of an identity document), in order to enable Scalapay IP to verify the Customer's identity, prevent fraud and, where required, carry out anti-money laundering and anti-terrorism compliance. The Customer authorizes Scalapay S.r.l. to communicate to Scalapay IP the data uploaded on the Scalapay Platform, necessary to take advantage of the Scalapay IP Service and to verify the Customer's identity also using third party services;
- (vi) Have a valid Payment Method and/or the necessary authorizations for its use.

## 5. VERIFICATION OF CUSTOMER'S IDENTITY

5.1 Scalapay IP may make appropriate verifications to



confirm Customer's identity by requesting any documents necessary for this purpose; for example, a valid ID. This verification is necessary to enable Scalapay IP to fulfil its obligations under anti-money laundering, anti-terrorism and fraud prevention laws. Scalapay IP may use third-party services to verify the information provided by the Customer.

5.2 If Scalapay IP's request for documentation from the Customer is made in order to comply with obligations under anti-money laundering and anti-terrorism laws or to prevent fraud, and the Customer is unable to provide the requested documentation, the Customer acknowledges that Scalapay IP has the right to terminate the Terms of Use in accordance with Article 17.3. In such case, the Customer will still be required to make any payments under the Payment Plan.

5.3 Scalapay IP may approach credit agencies for the purpose of acquiring information useful in deciding whether or not to grant the Line of Credit.

## **6. CONCLUSION OF THE TERMS OF USE AND USE OF PAYMENT SERVICE**

6.1. The Request with which the Customer asks to use the Payment Service is transmitted through the Scalapay App or the Website at the time when the Customer chooses the Payment Service to pay for the Product in the Seller's Store. With the Request, the Customers provide their consent to the payment transaction and should the Request be approved, these Terms of Use will take effect. At the time of the Request, Scalapay IP may request an authorization to block the amount corresponding to the first instalment from the institution that issued the Customer's Payment Method to verify the validity of that Payment Method. The amount is blocked until the Customer completes the Deferred Purchase. However, Scalapay IP cannot provide any guarantees as to how long it will take the Payment Method issuer/Customer's bank to process Scalapay IP's instructions and release the funds subject to pre-authorization.

6.2. The Application to use the Payment Service and the performance of the Service are subject to approval by Scalapay IP, as specified in Article 7.

6.3. Once the Application is approved, Scalapay IP acquires the payment transaction resulting from the purchase of the Product by the Customer who has

chosen to use the Payment Service. Scalapay IP pays the Seller the Total Cost of the Product and transmits the Payment Plan to the Customer via e-mail and also searchable in the Scalapay Account. Contextually, against the granting of the Line of Credit, the obligation arises on the part of the Customer to pay the Total Cost of the Product in the number of installments and in accordance with the due dates set forth in the Payment Plan.

6.4. By executing the Deferred Purchase through the Payment Service, the Customer authorizes Scalapay IP to charge the Payment Method, the instalment(s) in accordance with the Payment Plan. If the Customer has indicated a plurality of Payment Methods, Scalapay IP may charge any one of them and if the charge is unsuccessful may charge another Payment Method entered by the Customer. Any malfunctions and/or unauthorized access of the Payment Method are the sole responsibility of the Customer, who remains obligated to pay the amounts due for the use of the Service.

6.5. Through the Scalapay Account the Customer may:

- repay all or part of the installments under the Payment Plan even before the relevant due date without additional charges or costs to him;
- postpone the due date of the instalment provided for in the Payment Plan. In this case, Scalapay IP shall, on the deferred due date, charge the Customer a fee calculated on the basis of the criteria indicated in Article 9.3.
- consult its accounting and administrative position in relation to the status of payments related to the Payment Plan.

6.6. In case of non-compliance with the Payment Plan, Scalapay IP shall inform the Customer and invite the Customer to make the payment within 24 hours after the due date. The Customer acknowledges that failure to comply with the Payment Plan could result in serious consequences for the Customer, such as the application of fees for non-payment or late payment referred to in Article 9, the instigation of legal action to recover the debt, and a reduction in the Customer's ability to access financing in the future. Scalapay IP is authorized to transmit information on non-compliance with the Payment Plan to credit information systems.



## 7. APPROVAL OF THE REQUEST

7.1. Method of Request Approval. Each Request is subject to specific approval by Scalapay IP, which is always free to reject it at its sole discretion, or cancel or suspend it subsequent to approval. For example, Scalapay IP may decide not to proceed with the Request, or to cancel or suspend the Request that has already been approved in case of:

- (i) communication of incorrect or false data by the Customer at the time of activation of the Scalapay Account or the Scalapay IP Account;
- (ii) violation by the Customer of the obligations set forth in Article 10 of the Terms of Use;
- (iii) failure and/or incomplete payment of the amounts due for a previous Deferred Purchase on the due dates set forth in the Payment Plan;
- (iv) Scalapay IP's perceived risk of fraud and/or need to comply with anti-money laundering provisions or other statutory, regulatory, or authority order;
- (v) risk that the Customer will fail to meet the payment obligations associated with the Deferred Purchase;
- (vi) any use of the Service by Customer or any third party perceived by Scalapay IP as not in accordance with law, the Terms of Use and/or good faith.

7.2. Timing of execution of the Request. The Customer gives its consent to the execution of the payment transaction, which is deemed to be received at the time it makes the Request, and will be executed immediately upon approval of the Request. The Request may be revoked up to the time of its approval.

7.3. Failure to Approve the Request. If the Request is not approved, Scalapay IP will notify the Customer that the Deferred Purchase cannot be made. It is understood that the Customer may still proceed to purchase the Product directly from the Seller without using the Payment Service. In the event of cancellation or suspension of an already approved Request, Scalapay IP will make a full refund of any amounts charged to the Customer on the Payment Method used to purchase the Product and will cancel and/or cancel any future charges.

7.4. Confirmation and Approval of the Application. If the Application is approved these Terms of Use will

take effect and Scalapay IP will communicate the confirmation to the Customer and the Seller by having the first instalment charged, where provided for in the Payment Plan. If more than one instalment is scheduled, thereafter the Customer's Payment Method will be made to debit the additional charges set forth in the Payment Plan at the respective due dates and with corresponding credit in favor of Augusta SPV.

The exact amount of each payment and its due date(s) are indicated in the Payment Schedule sent by Scalapay IP to the Customer and can be accessed at any time by the Customer by logging into his or her Scalapay Account.

The Customer may, at any time, advance the payment date of an instalment provided in the Payment Plan directly from the Scalapay Account.

## 8. ECONOMIC CONDITIONS OF SERVICE

8.1. Customer's use of the Payment Service is free of charge and does not incur any fees, interest charges and/or other charges, except for the late and/or non-payment fees provided for in Article 9 of the Terms of Use.

8.2. The Customer may be subject to potential costs associated with the Payment Method or additional taxes, fees or other costs not imposed by, or paid to, Scalapay IP and for which Scalapay IP is not responsible.

## 9. FEES IN CASE OF NON-PAYMENT OR LATE PAYMENT.

9.1. In the event of failure to comply with the Payment Plan Scalapay IP has the right to charge the Customer a fee, as a penalty, for each and every instalment that has not been timely paid; the fee charged is due to the costs that Scalapay IP will incur as a result of the failure or delay in payment of the instalment by the due date set forth in the Payment Plan. The fee is calculated as follows:

- 2,50 euros if the instalment payment is not made within 24 hours of the due date under the Payment Plan;
- additional 2,50 euros if the instalment payment is not made by the ninth day following the due date under the Payment Plan.

9.2. The first late fee will be charged only after 14 days from the first reminder sent to the Customer if

payment is not made, on the due date. If the Customer fails to make the payments due, the Customer may not be able to use the Service in the future.

9.3 A discount will be applied to the fees referred to in clause 9.1 in the event that the Customer communicates in the appropriate section of the Scalapay Account, within 24 hours prior to the due date of the installment, that he/she is unable to meet the due date under the Payment Plan, indicating the date on which he/she will be able to pay the amount of the installment due (hereinafter, the "**Communication**"). The actual late fee charged, based on the applicable discount, will be indicated directly at the time of the Communication.

In the event that, as a result of the Communication, the Customer fails to pay, the fees set forth in Section 9.1 above will apply.

Example: the Customer communicates to Scalapay IP the need to pay the installment with a delay of 7 days with respect to what was initially foreseen in the Payment Plan. A discounted fee of 1 Euro will be charged for this delay at the time of the Communication.

However, if after 7 days from the Communication the charging of the outstanding installment is not successful, late payment fee will be charged without any discount and as stipulated in Article 9.1 in addition to the fee paid pursuant to this Article 9.3.

## 10. OBLIGATIONS OF THE CUSTOMER

The Customer agrees to:

- (i) ensure that all information provided at the time of activation of the Scalapay IP Account is correct and accurate and is kept current, complete and valid at all times until all amounts due for use of the Service are paid in full;
- (ii) not remove the Payment Method and to ensure that it has sufficient funds to enable the charges under the Payment Plan;
- (iii) promptly notify Scalapay IP of any substitution or change in the Payment Method or related data;
- (iv) promptly contact Scalapay IP in case of Payment Method malfunction, indicating a different Payment Method;

- (v) promptly inform Scalapay IP if circumstances arise that prevent compliance with the Payment Plan;
- (vi) keep access credentials confidential and prevent unauthorized access to the Scalapay Account, the Scalapay IP Account and the devices through which the Customer accesses the Service (i.e., cell phone, personal computer), as well as to promptly notify Scalapay IP of any possible misappropriation of access credentials and improper or unauthorized use of the Service by third parties;
- (vii) Do not use the Service for illegal or fraudulent activities;
- (viii) not to use the Service to purchase Prohibited Products, as defined in Article 1.

Notices under this article may be sent to the addresses specified in Article 18.3 of the Terms of Use

## 11. AUTOMATIC PAYMENTS IN FAVOR OF SCALAPAY IP AND AUTHORIZATION OF DIRECT DEBIT

11.1. At the time of the Deferred Purchase, the Customer authorizes Scalapay IP to automatically charge, through the Payment Platform, the amounts set forth in the Payment Plan to the Payment Method, which shall therefore always present the necessary availability. The Customer acknowledges to Scalapay IP the possibility to collect or reverse the amounts indicated to the Payment Plan from any of the Payment Methods provided by the Customer.

11.2. The Customer may not remove the Payment Method used throughout the term of these Terms of Use, i.e., until the instalment or installments under the Payment Plan are paid.

11.3 If a charge on a Payment Method fails and the Customer has entered a plurality of Payment Methods in the Scalapay Account, the Customer acknowledges Scalapay IP's right to charge any one of them.

11.4. The Customer is solely responsible for ensuring that there are sufficient funds on its Payment Method and agrees to promptly notify Scalapay IP of any replacement or change in the Payment Method or related data. In the event of malfunctioning of the Payment Method, the Customer shall promptly contact Scalapay IP by proposing or entering another Payment Method. It is understood that any malfunctioning of the Payment Method is the sole

responsibility of the Customer, who shall in any case be required to pay the amount due on the respective due dates, unless otherwise agreed in writing between the Parties.

## 12. RETURNS AND REFUNDS

12.1. Returns and refunds of Products purchased through the Payment Service are governed by the contract concluded by the Customer with the Seller, to which Scalapay IP remains unrelated.

12.2. The request for return or refund does not suspend the Customer's obligation to pay the amounts due for the use of the Payment Service.

12.3 If, by the Final Return Deadline, Seller has notified Scalapay IP that it has authorized the return or refund of all or part of the Product, Scalapay IP shall suspend, modify or cancel the Payment Plan and, if necessary, credit the amounts due to Customer to the same Payment Method used for the Deferred Purchase.

12.4. Scalapay IP assumes no obligation with respect to refunds made after the expiration of the Final Return Deadline, the handling of which remains entirely the responsibility of Customer and Seller.

12.5. If the Customer has taken advantage of a discount voucher to make the Deferred Purchase, Scalapay IP shall remain extraneous with respect to the amount paid through the discount voucher and therefore such amount cannot be refunded under any circumstances, not even in the event of return of the Product or claim.

## 13. SCALAPAY ACCOUNT SECURITY

13.1. Customer is responsible for protecting and safeguarding the confidentiality of the Scalapay IP Account and acknowledges that Scalapay IP has no responsibility for unauthorized access and/or use of the Scalapay IP Account and the email addresses and/or phone numbers and/or Payment Methods associated with the Scalapay IP Account.

13.2 By creating a Scalapay IP Account, Customer agrees to and undertakes to:

- a) Declare that all information provided at the time of creating the Scalapay Account is correct and accurate and to keep it current, complete and valid at all times for the duration of the Terms of Use;

- b) Maintain control of the Scalapay IP Account and prevent anyone from accessing it;
- c) Do not use false identity, phone number, Payment Method, email without authorization to create Scalapay Account and Scalapay IP Account;
- d) Do not use the Payment Service for illegal and/or fraudulent activities.

## 14. UNAUTHORIZED TRANSACTIONS AND DISPUTES

14.1 The Customer who identifies an unauthorized or incorrectly executed payment transaction must inform Scalapay IP without undue delay and, in any case, no later than 13 months from the date of the debit.

14.2 The request to dispute an unauthorized or incorrectly executed transaction must be formalized by submitting the appropriate dispute form, available on the Scalapay IP website at <https://paymentinstitute.scalapay.com>, through the channels indicated in Article 18. The Customer must also provide all documentation required within the form. If the request and/or the documentation provided by the Customer is incomplete, Scalapay IP will contact the Customer to obtain the missing information. The dispute request is considered complete only once all necessary information has been submitted to Scalapay IP. The processing of the request is not subject to the receipt of documentation that is not strictly necessary (such as a report to the Authorities), which may nonetheless be requested at a later stage.

14.3 Once Scalapay IP has received the complete request, it will promptly carry out the necessary checks and reimburse the disputed amount no later than the end of the following business day after receiving the dispute request.

14.4 In the event of suspected fraud or willful misconduct on the part of the Customer, Scalapay IP may suspend the reimbursement and will promptly inform the Customer and the competent Authorities.

14.5 Submitting a dispute request and the related investigation process does not entail any cost for the Customer.

14.6 If it is subsequently proven that the transaction was authorized, Scalapay IP shall have the right to re-debit the amount previously reimbursed using the

same payment method used for the disputed transaction, within 120 days from the receipt of the dispute request by Scalapay IP.

## 15. LIMITATIONS OF LIABILITY

15.1 Scalapay IP strives to provide the Service in a continuous and timely manner. Scalapay IP cannot, however, be held responsible for:

- (i) any interruptions in the Service and for its unavailability;
- (ii) limitations on access to the Service due to the failure or malfunction of Seller's and Customer's computer systems;
- (iii) the time required to process Requests and execute the payment transaction.

15.2 Scalapay IP cannot be held liable for access to the Scalapay Account and the Scalapay IP Account and unauthorized use of the Service and the email addresses and/or phone numbers associated with the Accounts that depended on the breach of the obligation to keep the login credentials confidential and prevent unauthorized access to the Scalapay Account, the Scalapay IP Account and its devices.

15.3 The Customer acknowledges that Scalapay IP and Augusta SPV are unrelated to the contract of sale of the Product concluded between the Customer and the Seller. The Customer releases Scalapay IP and Augusta SPV from any liability in connection:

- (i) to the entering into of the contract of sale of the Product, its subject matter and performance;
- (ii) to any defect or defect in the Product, as well as in cases of non-delivery or delayed delivery of the Product or the fulfilment of any obligation of the Seller to the Customer or third parties;
- (iii) to the inability to purchase a Product through the Payment Service.

## 16. DURATION

The Terms of Use are effective from the approval of the Application until all amounts due from the Customer for use of the Payment Service are paid.

## 17. WITHDRAWAL

17.1 Customer Withdrawal. Customer have the right to withdraw from these Terms of Use 14 days after its

conclusion by sending an email to support@ip.scalapay.com; However, Customer may withdraw from these Terms of Use at any time prior to the Deferred Purchase, Customer may withdraw from these Terms of Use without incurring any fees by simple written notice to be sent to the e-mail address support@ip.scalapay.com.

After the execution of the Deferred Purchase, the Customer does not have the right to revoke the payment arrangement but may withdraw from these Terms of Use without incurring the payment of any fees, by simple written notice to be sent to the e-mail address support@ip.scalapay.com. In any case, however, the Customer remains obligated to pay all sums due for the use of the Service and concerning the purchase of a Product at a Seller's Shop and in this case withdrawal does not constitute revocation of the consent given to charge the sums due to the chosen Payment Method.

17.2 Termination by Scalapay IP. Scalapay IP may terminate these Terms of Use at any time, at its sole discretion and without giving reasons, by giving Customer 60 (sixty) days' notice.

Scalapay IP may close the Customer's Scalapay IP Account and terminate the Terms of Use or choose to restrict the use of the Service upon the occurrence of any of the following:

- a) failure and/or incomplete payment of previous purchases, including failure for any reason of the charges according to the Payment Method;
- b) perceived risk of fraud by Scalapay IP and/or need to comply with anti-money laundering provisions or any other statutory, regulatory or order of the Authorities;
- c) any kind of use of the Service by the Customer in a manner inconsistent with the law, the Terms of Use, and/or good faith.

17.3 Scalapay shall have the right to terminate the Terms of Use immediately upon written notice to the Customer in the event of a breach by the Customer of its obligations under Article 10 or under Article 5.2.

17.4. In the event of withdrawal or termination of the Terms of Use for any reason, Scalapay IP's obligations with respect to refunds shall remain in effect until the instalment(s) are paid in full, or for a period of 60 days from the date of the last Deferred Purchase.

## 18. COMMUNICATIONS

18.1. The Terms of Use and all communications intended for the Customer are provided in electronic format and are written in Finnish/English language. The Customer may obtain a hard copy of the Terms of Use at Scalapay IP at any time by requesting it via email to support@ip.scalapay.com.

18.2 Communications intended for the Customer pursuant to the Terms of Use shall be made by Scalapay IP via email, telephone or SMS or Whatsapp to the email address or number provided by the Customer in their Scalapay Account.

18.3 Customer's communications intended for Scalapay IP under the Terms of Use shall be made by the Customer by email to [support@ip.scalapay.com](mailto:support@ip.scalapay.com), or by registered mail A/R to the following address: Via Nervesa 21, 20139 Milan (MI).

## 19. COMPLAINTS

19.1 Any claims and/or disputes relating to the Product shall be made directly against the Seller in accordance with the terms and conditions set forth in the Product sales contract.

19.2. The Customer may submit a complaint concerning the Payment Service offered by Scalapay IP or any claim related to Scalapay IP's performance via registered letter or email to the following address: Via Nervesa 21, 20139 Milan (MI), or by email to [reclami@ip.scalapay.com](mailto:reclami@ip.scalapay.com). The complaint must be submitted in the forms indicated on the website: <https://paymentinstitute.scalapay.com/reclami> in the "complaints" section.

Scalapay IP will attempt to resolve the complaint within 15 days of receipt of the complaint in case of claim concerning the Payment Service offered; 30 days for any other claim concerning Scalapay IP's performance, extendable up to 90 calendar days in cases of particular complexity; however, if the Customer does not receive a response within the specified period or is not satisfied with the response received, the Customer may alternatively:

- file an appeal with the Banking and Financial Arbitration ("ABF"). ABF is an alternative system to civil justice for the resolution of disputes arising between banks and intermediaries and their clients regarding banking and financial transactions and services. Finnish Customers may

file the appeal with the ABF through the Fin-Net Platform, the European network of cooperation between national bodies for out-of-court settlement of banking, insurance and financial services disputes. For more information, customers can consult the ABF website accessible at this [link](#), consult the FIN-NET'S webpage available [here](#) or request information directly to Scalapay IP;.

- For guidance related to Finnish consumer law questions and disputed, customer may contact the Consumer Advisory Services (Kuluttajaneuvonta) and the Consumer Disputes Board (Kuluttajariitalautakunta).
- recourse to the ordinary judicial authority, without prejudice to the compulsoriness of carrying out the mediation procedure at a mediation body specializing in banking and financial disputes registered in the special register kept by the Ministry of Justice.

Customer may always file a complaint with the Bank of Italy. For more information, Customer can visit the website of Bank of Italy, at the "Services for the public" section.

## 20. GOVERNING LAW AND JURISDICTION

20.1 These Terms of Use and any related documents shall be governed by Italian law. In the event of any dispute between the Customer and Scalapay IP relating to the validity, interpretation and/or performance of the Terms of Use and any related documents, the court of the Customer's place of residence or domicile shall have jurisdiction.

## 21. PROCESSING OF PERSONAL DATA

21.1. The processing of the Customer's personal data is carried out in accordance with the GDPR (EU Reg. No. 2016/679) and the Finnish legislation on the protection of personal data.

21.2 The personal data and information provided at the time of the creation of the Scalapay Account shall be transferred to Scalapay IP for the performance of the Service at the time of Deferred Purchase from the Seller.

21.3 The Customer's personal data will be processed mainly for the performance of the Terms of Use concluded with the Customer. As a data subject, the

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Customer has a right to request access, rectification and/or deletion of its personal data, to object to its processing or request restriction to such processing, to request transfer of its personal data to third parties as well as to file complaints with data protection authorities. For more information about the

processing of personal data by Scalapay, please refer to Scalapay IP's Privacy Policy. The Scalapay IP Privacy Policy can be consulted by the Customer via the following link:  
<https://paymentinstitute.scalapay.com/policy> in the privacy policy section.

## ANNEX I

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

Augusta SPV S.r.l., a single-member limited liability company incorporated pursuant to Italian Law No. 130 of 30 April 1999 (the "**Securitisation Law**"), with registered office at Via San Prospero 4, 20121, Milan, tax code, VAT number and registration number with the Milan - Monza - Brianza - Lodi Register of Companies 12670620967, as data controller, respects your privacy and is committed to protecting your personal data.

This privacy policy, (hereinafter referred to as the "**Policy**") explains the reasons for, how we collect and manage personal data in relation to the data processing carried out by Augusta SPV S.r.l. and how we guarantee its protection.

Augusta SPV S.r.l. undertakes to process your data in accordance with the General Data Protection Regulation (Reg. EU 2016/679), more commonly known as "**GDPR**" and any other applicable privacy laws. In particular, the processing of personal data carried out by Augusta SPV S.r.l. will be based on the principles of lawfulness, correctness, transparency, purpose limitation and storage, data minimisation, accuracy, integrity and confidentiality.

#### 1. PURPOSE OF THIS PRIVACY POLICY

This Privacy Policy has been drafted in accordance with articles 13 and 14 of the GDPR and is intended to provide you with information on how Augusta SPV S.r.l. processes your personal data, collected as a result of a credit securitisation transaction pursuant to the Securitisation and Factoring Law (Italian Law no. 52 of 21 February 1991). In particular, we have acquired from the company **Scalapay IP S.p.A. ("Scalapay IP")** a credit that arose from the contract that you (the "**Interested Party**") entered into with Scalapay IP to use its payment services which, pursuant to Articles 1 letter *h-septies.1*), 4.2 and 5 of the Consolidated Banking Act (Italian Legislative Decree No. 385 of 1 September 1993), enabled you to purchase a product or a service by deferred payment from a business active in the sale or supply of products and services.

It is important that you read this Policy, along with any others that we may provide to supplement, update or expand upon information regarding the collection and processing of personal data. We will co-ordinate these disclosures so that the terms and conditions applied to the processing of personal data are always presented in the most transparent and easily accessible manner.

#### 2. DATA CONTROLLER

Augusta SPV S.r.l. (hereinafter also "**Augusta**") acts as the data controller (the "**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 the following email address [privacy@130servicing.com](mailto:privacy@130servicing.com).

The personal data that Augusta has come into possession of, in its aforementioned capacity as independent data controller, following the completion of the aforesaid assignment, which is the subject of this disclosure, has been collected from Scalapay IP. Such acquisition of personal data is necessary



for the purposes of the fulfilment of the assignment and securitisation of receivables and the subsequent management activities of the securitised portfolio, which would otherwise be precluded.

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

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

**Personal data:** first name, surname, tax code, place of birth (municipality, province, state), date of birth, gender, identification document data (number, issuing body, date of issue, expiry date), residential address, domicile address, membership of the category of politically-exposed persons, anti-money laundering risk level

**Payment details:** (last four digits and expiry date of payment method)

**Data on purchases and instalment plan**

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

We limit the amount of personal data collected to only that which is necessary for the purpose for which it has been collected, as described below. We limit, protect and control all of our IT resources against unauthorised physical or electronic access, damage, loss or destruction. We retain personal data only for the time stated below, to respond to your requests, or longer if required by law.

We process personal data only for the purpose for which it has been collected. In order to make it easier to understand the purposes, legal bases and conditions under which we process data, below we provide a table showing the categories of personal data processed, the purpose of the processing (the purpose), and the 'legal basis' that authorises each processing transaction and makes it lawful.

| Data category                                                                                                             | Purpose of processing                                 | Legal basis      | Retention period                          |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|------------------|-------------------------------------------|
| Personal and payment details (last four digits and expiry date of payment method) of the Data Subject                     | Management of receipts and payments                   | Contract         | 10 years from entering into the agreement |
| Personal data of the data subject, purchase data, payment method (last four digits and expiry date of the payment method) | Activities to provide feedback to possible objections | Contract         | 10 years from the objection               |
| Master data                                                                                                               | Archiving at AUI (single computerised archive)        | Provision of law | 10 years from the data input              |

Augusta also informs you that for the above-mentioned purposes your data will be processed by computer, electronic, paper and manual means, in compliance with the confidentiality and security rules established by law.

### 5. WITH WHOM CAN WE SHARE YOUR PERSONAL DATA?

Your personal data will not be disseminated. Within the Augusta organisation, the data may be processed by the persons in charge of the offices 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 purposes listed below, in accordance with the principles of minimisation and purpose limitation, and with appropriate security measures. These recipients will have access to the personal data necessary to perform these functions (and will not be able to use it for any other purpose), and will be required to process the data in accordance with applicable law. We will take all reasonable contractual, legal, technical and organisational measures to ensure that your personal data is treated with an adequate level of protection. In particular, the categories of persons to whom we will disclose data, by reason of and to the extent of the purposes pursued, are:

- authorised companies: Augusta, in order to achieve the purposes set out in paragraph 4 above, may share your personal data with companies authorised to process personal data by virtue of special deeds of appointment as data processors;
- public authorities (judicial, banking and financial supervisory, etc.): Augusta may share your personal data to provide feedback to requests, verifications or audits by public authorities.

## **6. HOW LONG WILL WE USE YOUR DATA?**

We will only retain your personal data for as long as is necessary to fulfil the purposes for which we have collected it, including for the purpose of complying with any legal, accounting or reporting requirements or obligations. The retention period applicable to each category of personal data subject to processing is indicated in the table in paragraph 4 above. In determining the appropriate retention period for personal data, we consider the amount, nature and sensitivity of personal data, the potential risk of harm from unauthorised use or disclosure of personal data, the purposes for which we process personal data and whether we can achieve those purposes by other means, and applicable legal requirements.

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

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

## **8. YOUR RIGHTS**

Please note that you can exercise your rights regarding your personal data under the data protection laws. Below is a brief description of these rights:

### **8.1. Right to be informed**

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

### **8.2. Right to request access to personal data**

Known as an 'access request', this right enables you to obtain a copy of the personal data we hold about you and to check that it is being processed correctly.

#### 8.3. Right to request rectification of personal data

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

#### 8.4. Right to request deletion of personal data

This right allows you to request the removal and deletion of your personal data if there are no valid reasons for continuing to process it. You can obtain the deletion of your personal data in the cases provided for in Article 17, GDPR. However, please note that in certain cases we may not be able to comply with your request for deletion for specific legal reasons (e.g. if it is necessary to enable you to fulfil a legal obligation or to establish, exercise or defend a right in court), which will be communicated to you at the time of your request.

#### 8.5. Right to object to the processing of personal data

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

#### 8.6. Right to request restriction of personal data processing

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

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

We will deliver your personal data to you or a person delegated by you in a structured, commonly used and machine-readable format, under the conditions set out in Article 20, GDPR.

#### 8.8. Right to lodge a complaint

Please note that you always have the right to lodge a complaint with the Italian Data Protection Authority.

### 9. CONTACTS

To exercise your rights or to request information on how we process your personal data, you can contact us at [privacy@130servicing.com](mailto:privacy@130servicing.com) and we will do our best to help you. **Attention:** This mailbox is exclusively reserved for requests related to privacy and the processing of personal data.

If you have questions or need assistance regarding orders, accounts, payments, or other services related to the use of Scalapay IP, please contact customer service directly at: [support@scalapay.com](mailto:support@scalapay.com).