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## **PRE-CONTRACTUAL INFORMATION**

### **SCALAPAY IP “PAY NOW” SERVICE**

#### **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 has been authorised to offer its payment services in Austria under the freedom to provide the services by the Bank of Austria.

VAT NUMBER: 06078740484

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

Scalapay's IP PEC: [scalapayip@legalmail.it](mailto:scalapayip@legalmail.it)

Scalapay IP e-mail: [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 a single payment at the time of purchase (“**Pay Now**”).

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-including the purchase price, shipping costs, taxes, and any other amount applied to the transaction by the seller or third party-in a single payment at the time of purchase.

##### **OPERATION OF THE SERVICE**

The customer can request the use of the payment service via the Scalapay app or website. Approval of the request is based upon sufficient funds being available to proceed with the purchase on the customer's payment method. If the request is approved, the customer's payment method is charged in an amount equal to the cost of the purchased product, Scalapay IP transfers then this amount to the seller.

#### **TYPICAL SERVICE RISKS**

Customer's use of and access to the Scalapay service and account may result in misuse of the payment instrument issued by Scalapay IP in the event of third party access to the Scalapay account. Therefore, the customer is required to keep confidential the credentials for accessing the account and the devices with which he/she logs into the Scalapay account.

**ECONOMIC CONDITIONS**

Use of the payment service is free of charge to the customer.

The customer may be subject to potential costs associated with the payment method chosen.

**WITHDRAWAL**

**Withdrawal of the customer.** 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 withdrawal does not constitute revocation of the consent given to the charging of sum 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**

Any complaints related to the product purchased and related to the sales contract between the seller and the customer, should be made against the seller, Scalapay IP being extraneous to 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 by certified email to [scalapayipreclami@legalmai.it](mailto:scalapayipreclami@legalmai.it) or registered mail with 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:

- 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. Austrian 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;

- 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";

## TERMS OF USE OF SCALAPAY IP “PAY NOW” PAYMENT SERVICES

These Terms of Use, including the Information Sheet, 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, 20139, 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;

**Purchase:** the purchase – made in a single payment – 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, 20139, 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, 20139, 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;

**Payment Service or Service:** the payment service offered to the Customer by Scalapay IP, pursuant to Article 1, co.2, lett., h-septies.1, n. 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 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 Purchase made in a single payment.

**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 in a single payment ;

**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 the Payment Service.

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

**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;

**Payment Platform:** the payment platform authorized to operate within the EEA through which the amount of the Purchase 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 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, 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 subscriptions.

## 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 in a single payment 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 Purchase payment order.

## 3. CONDITIONS OF ACCESS TO THE SERVICE

To use the Service, the Client 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 Austria;
- (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) 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.

#### 4. VERIFICATION OF CUSTOMER'S IDENTITY

4.1 Scalapay IP may make appropriate verifications to confirm Customer's identity by requesting any documents necessary for this purpose; for example, a valid ID and an image or video of the face via biometric recognition mode. 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.

4.2 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 that is still due under the Terms of Use.

#### 5. USE OF PAYMENT SERVICE

5.1. 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 Seller's Product. With the Request, the Customer provides his/her consent to the payment transaction. At the time of the Request, Scalapay IP may request an authorization to block the amount corresponding to the

Total Product Cost t 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 Purchase. 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.

5.2. The Application to use the Payment Service and the performance of the Service are subject to approval by Scalapay IP; such approval depends on whether there are sufficient funds on the Customer's Payment Method to complete the Purchase

5.3. 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. The Customer's Payment Method is charged in an amount equal to the Total Cost of the Product being purchased; Scalapay IP then transfers this amount to the Seller. Subsequently, the Customer will receive a summary of the payment transaction by e-mail, which will also be available for viewing in the Scalapay Account

5.4. By executing the Purchase through the Payment Service, the Customer authorizes Scalapay IP to charge the Payment Method, the amount equal to the Total Product Cost of the Product. 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 Client, who remains obligated to pay the amounts due for the use of the Service.

5.5. Customer's use of the Service is subject to specific pre-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 7 of the Terms of Use;

- (iii) failure and/or incomplete payment of the amounts due for a previous Purchase made by using the services of Scalapay IP;
- (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 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.

5.6. 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.

5.7. Failure to Approve the Request. If the Request is not approved, Scalapay IP will notify the Customer that the 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.

5.8. Confirmation and Approval of the Application. If the Application is approved, Scalapay IP will communicate the confirmation to the Customer and the Seller by having the amount equal to the Total Product Cost.

## 6. ECONOMIC CONDITIONS OF SERVICE

6.1. Customer's use of the Payment Service is free of charge and does not incur any fees, interest charges and/or other charges.

6.2. 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.

## 7. OBLIGATIONS OF THE CUSTOMER

The Client 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 the amount due for use of the Service are paid in full;
- (ii) not remove the Payment Method before the Purchase and to ensure that it has sufficient funds to enable the charge under the Terms of Use;
- (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) keep access credentials confidential and prevent unauthorized access to the Scalapay Account, the Scalapay IP Account and the devices through which the Customer accesses to the Account Scalapay and consequently to 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;
- (vi) Do not use the Service for illegal or fraudulent activities;
- (vii) 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 15.3 of the Terms of Use.

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

8.1. At the time of the Purchase, the Customer authorizes Scalapay IP to automatically charge, through the Payment Platform, the amount equal to the Total Product Cost of the Product related to the Purchase to the Payment Method, which shall therefore always present the necessary availability. The Client acknowledges to Scalapay IP the possibility to collect or reverse the amount due under the Terms of Use from any of the Payment Methods provided by the Client.

8.2. The Customer may not remove the Payment Method used throughout the term of these Terms of Use, i.e., until the Total Product Cost is paid.

8.3 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.

8.4. 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 or access to the Account Scalapay in order to enter another valid Payment Method. It is understood that any malfunctioning of the Payment Method is the sole responsibility of the Client, who shall in any case be required to pay the amount due under the Terms of Use.

## 9. RETURNS AND REFUNDS

9.1. Returns and refunds of Products purchased through the Payment Service are governed by the sale contract concluded by the Customer with the Seller, to which Scalapay IP remains unrelated. In fact, responsibility for the Products and their delivery/supply remains with the Seller, including delivery of defective or flawed products.

9.2. 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 if necessary, credit the amounts due to Customer to the same Payment Method used for the Purchase.

9.3. 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.

9.4. If the Customer has taken advantage of a discount voucher to make the 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.

## 10. SCALAPAY ACCOUNT SECURITY

10.1. 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.

10.2 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.

## 11. UNAUTHORIZED TRANSACTIONS AND DISPUTES

11.1 Customers who notice an unauthorized or incorrect payment transaction must inform Scalapay IP without delay and, in any case, no later than 13 months from the date of the charge.

11.2 The request for disavowal must be formalized by sending the appropriate disavowal form available on the Scalapay IP website <https://paymentinstitute.scalapay.com/> to the channels indicated in Article 15, providing all the documentation that may be requested in the form itself. If the request or documentation provided by the Customer is incomplete, Scalapay IP will contact the Customer to obtain the missing information. The request for disavowal is considered received only once it is complete with all the necessary information. The request is considered received by Scalapay IP only upon completion of such submission.

11.3 Once Scalapay IP has received the complete request, it will carry out the necessary checks and refund the disputed amount by the end of the next business day.

11.4 If there is suspicion of fraud or wilful misconduct on the part of the Customer, Scalapay IP may suspend the refund, promptly informing the Customer and the competent authorities.

11.5 The submission of the request for disclaimer and the management of the related investigation shall not entail any cost for the Customer.

## 12. LIMITATIONS OF LIABILITY

12.1 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.

12.2 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.

12.3 The Customer acknowledges that Scalapay IP is unrelated to the contract of sale of the Product concluded between the Customer and the Seller. The Customer releases Scalapay IP 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.

## 13. DURATION

The Terms of Use are effective from the approval of the Request until the amount related to the Total Product Cost is paid by the Customer.

## 14. WITHDRAWAL

14.1 Customer Withdrawal. At any time prior to the 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](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 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](mailto:support@ip.scalapay.com). In such case, however, the Customer remains obligated to pay all sums due for the use of the Service and withdrawal does not constitute revocation of the consent given to charge the sum due for the Purchase to the chosen Payment Method.

14.2 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 made by using the services of Scalapay IP, 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.

14.3 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 7 or under Article 4.2.

14.4. 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 Final Return Deadline (i.e. up to 90 days after the approval of the Request).

## 15. COMMUNICATIONS

15.1. The Terms of Use and all communications intended for the Customer are provided in electronic format and are written in the Italian 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](mailto:support@ip.scalapay.com).

15.2 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 his/her Scalapay Account.

15.3 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 simple or registered mail A/R to the following address: Via Nervesa 21, 20139 Milan (MI).

## 16. COMPLAINTS

16.1 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.

16.2. The Customer may submit a complaint concerning the Payment Service offered by Scalapay IP or any claim related to Scalapay IP's performance by certified email or ordinary mail to the following address [scalapayipreclami@legalmail.it](mailto:scalapayipreclami@legalmail.it) or by simple or registered mail A/R 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>.

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 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. Austrian 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;

- 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 can visit the website of Bank of Italy, at the "Services for the public" section.

## 17. GOVERNING LAW AND JURISDICTION

17.1 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.

## 18. PROCESSING OF PERSONAL DATA

18.1. The processing of the Customer's personal data is carried out in accordance with the GDPR (EU Reg. No. 2016/679) and the current internal legislation on the protection of personal data (Legislative Decree No. 196/2003 as amended and/or supplemented) and can be accessed by the Customer through the following link:

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

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