

## SPECIFIC TERMS - CONSUMERS

version of 03/09/2021

The stipulations described in these Specific Terms apply only to Clients who are consumers within the meaning of the French Consumer Code, and are not therefore intended to apply to business Clients. Their purpose is to supplement SCALEWAY's General Terms of Services, which are still fully applicable to consumer Clients, subject to the stipulations expressly overridden by the clauses below.

### 1. CREATION OF AN ACCOUNT

*This clause cancels and replaces clause 4.1 (Creation of an account) of the General Terms of Services as follows:*

To subscribe to the Services, the Client must first have registered on the SCALEWAY Website. To that end, the Client must have a telephone number, a valid email address and Internet access over the entire duration of the Services. SCALEWAY cannot be held liable for any partial or total unavailability of the Services due to said Internet connection.

The subscription will only be finalised after the Client accepts the Contractual Documents, which will have been sent to it by email and/or made available to it on SCALEWAY's Webite, and after the Client has provided all of the information required.

Once its subscription has been confirmed by SCALEWAY, the Client may sign up for and manage its Services via:

- Its Account Management Console, for Services that are available online;
- APIs made available by SCALEWAY.

Any subscription to the Services made via the above means will be deemed to have been done by the Client and will bind the Client.

The Client undertakes to provide SCALEWAY with:

- Bank account details;
- A Single European Payments Area (SEPA) direct debit authorisation that is completed and signed by the Client.

SCALEWAY reserves the right to carry out a compliance and creditworthiness study intended to assess a Client's solvency when ordering a Service and to refuse the order.

Some Services must be subject to a purchase order issued by the Business Assistance at the Client's request and corresponding to a quote accepted by the Client ("Purchase Order"). Such Services are intended for Clients who are not consumers.

### 2. WITHDRAWAL

*This clause cancels and replaces clause 4.2 (Withdrawal) of the General Terms of Services as follows:*

The Client has a period of fourteen (14) days from its subscription to a Service to exercise its right of withdrawal without having to provide a reason for its decision. In order to exercise its

right of withdrawal, the Client must inform SCALEWAY via the Client's Account Management Console or by registered letter with proof of receipt sent to "SCALEWAY - BP 438 - 75366 Paris Cedex 08" before the expiration of the aforementioned time-limit, by means of a wholly unambiguous statement. To that end, the Client may use the withdrawal form provided below by SCALEWAY.

Notwithstanding the foregoing, the right of withdrawal cannot be exercised by the Client for the contracts mentioned in Article L. 221-28 of the French Consumer Code including, in particular (i) contracts for the provision of services fully performed before the end of the cancellation deadline and the performance of which started after the consumer's express agreement and express waiver of his/her right of withdrawal, (ii) contracts for the supply of goods made according to the consumer's specifications or clearly personalised, or (iii) contracts for the supply of digital content not provided on a tangible medium, the performance of which started after the consumer's express prior agreement and express waiver of his/her right of withdrawal.

When the right of withdrawal is validly exercised by the Client, SCALEWAY shall reimburse the Client for the entirety of the monies paid, with the exception of the amount that corresponds to the Services provided by SCALEWAY until receipt of the Client's withdrawal request, which shall inure to the benefit of SCALEWAY.

### **3. TIME FRAMES FOR MAKING THE SERVICES AVAILABLE**

*This clause supplements clause 4 (Service subscription Conditions) of the General Terms of Services as follows:*

#### **4.5 Time frames for making the Services available**

SCALEWAY undertakes to make the Services available to the Client within the time frame stated when subscribing to such Services, or, where nothing is mentioned or there is no agreement regarding a specific date for making the Services available, within a maximum period of three (3) working days after subscription to the Services.

If the Services subscribed are not made available to the Client within the applicable time frame mentioned above, the Client can ask for the subscription to said Services to be cancelled by sending a request to the Business Assistance from its Account Management Console. The monies paid by the Client shall be reimbursed to it within a period of fourteen (14) calendar days from the cancellation of the subscription to the Services.

### **4. PRICES OF THE SERVICES**

*This clause cancels and replaces clause 6 (Price of the Services) of the General Terms of Services as follows:*

The prices of the Services, the complementary and/or optional services, as well as the associated fees, are those stated on the SCALEWAY Website, the APIs and the Account Management Console when they are subscribed by the Client. Subject to any indication to the contrary by SCALEWAY, the promotions, discount offers and other commercial benefits that are granted by SCALEWAY cannot be combined together for a given Service.

Unless specific pricing applies, the price of the Services includes the acquisition cost of the licences and rights of use for the tools, software and operating systems used by SCALEWAY

and/or that may be made available to the Client in connection with the Services. It is the Client's responsibility to acquire and pay for all licences, rights or copyrights that are necessary for the exploitation of the Content that it uses in connection with the Services. The terms of calculation of the prices of the Services and the work units are defined on the SCALEWAY Website and, as the case may be, in the applicable Specific Terms. Each work unit started will be invoiced and due in full. It is the Client's responsibility to familiarise itself with the work unit concerned before placing an order. Certain Services give rise to additional installation or roll-out fees, which are stated on the SCALEWAY Website.

As SCALEWAY's Services are normally intended for professionals, such prices are expressed in euros exclusive of taxes and are net of all duties, taxes or charges, which will remain the Client's exclusive responsibility. SCALEWAY reserves the right to pass on, without delay, all new applicable taxes or charges, as well as all increases in the rates of the taxes that already exist.

The prices stated on the SCALEWAY Website may be modified at any time, without notice, and are immediately applicable to all new Service subscriptions.

The prices that are applicable to the Services subscribed by the Client can be modified by SCALEWAY at any time and as of right, provided that the Client is informed thereof by email at least thirty (30) calendar days before the entry into force of the price modification, in accordance with Article 13 of these Terms. If the Client does not cancel the Services concerned by the price modification within said time-limit of thirty (30) calendar days, the Client will be deemed to have accepted the new prices of the Services.

## **5. MEANS AND CONDITIONS OF PAYMENT**

*Notwithstanding clause 7.2.1 (Means and conditions of payment) of the General Terms of Services, no offsetting or deduction of sums is allowed.*

## **6. LATE PAYMENT OR FAILURE TO PAY**

*This clause cancels and replaces clause 7.2.2 (Late payment or failure to pay) of the General Terms of Services as follows:*

Any late payment, non-payment or partial payment shall entail the immediate application of late payment interest at a rate equal to three (3) times the French statutory interest rate in force on the date on which the sums were payable.

## **7. CHANGES TO THE SERVICES**

*This clause cancels and replaces clause 13 (Changes to the Services) of the General Terms of Services as follows:*

The Services, and the applicable pricing and conditions are liable to be modified over the course of the performance of the Contract, which the Client acknowledges and accepts.

Where such modifications are substantive and could be detrimental to the Client, the Client (i) will be informed thereof, by any means, one (1) month before the entry into effect of the planned

modification and (ii) can cancel the affected Service, without the right to compensation, under the conditions provided for in Article 12.1 of these General Terms, at the latest within four (4) months of the modification being notified. Where there is a lock-in period, the monthly subscription payments that remain due until the expiration of the lock-in period will not be demanded by SCALEWAY.

Should the Client not terminate within a period of four (4) months of the notification of the modification, the Client shall be deemed to have accepted the modification.

In all cases, the Client acknowledges that it accepts, without compensation or the right to termination, the modifications and/or amendments to the provisions of the Contract and the Services, where they are the result of a requirement imposed by a legal, regulatory, judicial or administrative authority.

## **8. ELECTION OF ADDRESS FOR SERVICE**

*This clause cancels and replaces clause 19.6 (Election of address for Service) of the General Terms of Services as follows:*

Each Party to the Contract elects their address for service as follows: (i) for SCALEWAY: at the address of its registered office, and (ii) for the Client: at its main home address, as detailed in its client account.

## **9. AGREEMENT ON PROOF**

*Clause 19.7 (Agreement on proof) of the General Terms of Services is not applicable.*

## **10. GOVERNING LAW – SETTLEMENT OF DISPUTES**

*This clause cancels and replaces clause 20 (Governing law – Settlement of disputes) of the General Terms of Services as follows:*

The Parties agree that the language of the Contract is French. However, for the proper understanding of the Client, an English-language translation is available on the SCALEWAY Website. In all cases, solely the French-language version of the Contract is authentic and authoritative with regard to the Parties.

The Contract is governed by French law. Said law applies to both the substantive and formal aspects of the Contract.

In the event of a complaint by the Client, the Client can contact SCALEWAY's Technical Assistance via its Account Management Console. However, if the Client is not satisfied with the response given by the Technical Assistance, the Client can contact SCALEWAY's Consumer Department by sending a registered letter, with acknowledgement of receipt, to the address "SCALEWAY - Service Consommateur – BP 438 - 75366 Paris Cedex 08, France". The Client's request will be analysed within a period of thirty (30) working days from the date of receipt of its complaint.

The Client can register for free on a list objecting to unsolicited phone calls from third party companies at [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr).

For any dispute with consumer Clients, the legal rules on jurisdiction shall apply.

## WITHDRAWAL FORM

*(Please complete and return this form only if you want to withdraw from the contract)*

Your Client Identifier: \_\_\_\_\_

For the attention of: **SCALEWAY – BP 438 - 75366 Paris Cedex 08:**

I hereby notify you of my withdrawal from the contract relating to the sale of the asset (\*) / for the provision of service (\*) below:

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Ordered on (\*) / received on (\*): \_\_\_\_\_

Clients's surname and first name: \_\_\_\_\_

Client's address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Client's signature (*only if this form is sent as a hard copy*):

***(\*) Delete as applicable***