

Allegro - [Allegro Terms & Conditions](#)

Allegro Terms & Conditions

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I. GENERAL PROVISIONS

Section 1. DEFINITIONS

The following terms used in this document shall read as follows:

ALLEGRO.PL

Allegro.pl sp. z o.o. with its registered office in Poznań at ul. Grunwaldzka 182, 60-166 Poznań, entered into the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000635012, share capital: PLN 33.016.950, Tax Identification Number (NIP): 525-26-74-798, company statistical number (REGON): 365331553, which has a status of large enterprise under the act of 8th March 2013 on preventing excessive payment delays in business transactions (consolidated text Dz. U. of 2019, item 118 as amended).

TERMS & CONDITIONS

this document

ALLEGRO

an online marketplace of an open character available in the allegro.pl domain and operated by Allegro.pl pursuant to the Terms & Conditions

ALLEGRO BIZNES

A mode of use of Allegro, available to Business Account holders, containing features dedicated only to entities using Allegro in connection with the business activity they pursue

REGISTRATION

The procedure of setting up an Account

ACCOUNT

a collection of resources managed by Allegro.pl for the User under a unique name (login), where the User's data and information concerning the User's activity on Allegro are collected

BUSINESS ACCOUNT

An account for Users who use Allegro in connection with the business activity they pursue, registered and maintained under the rules provided for in the Terms & Conditions

USER

an entity who received access to services provided on Allegro by Allegro.pl pursuant to the Terms & Conditions

ALLEGRO BIZNES USER

A User who is a Business Account holder

SELLER

a User who takes actions to sell or who sells Goods as part of an Offer

BUYER

a User who takes actions to purchase or who purchases Goods on Allegro

BIDDER

a Buyer who has placed a bid for Goods as part of the Auction process

ITEM

goods, services or rights which are the subject of an Offer

OFFER

a proposal to conclude a contract of sale for Goods under the terms provided for by the Seller, including, in particular, the price and a description of the offered Goods, using the functionalities available on Allegro

AUCTION

a type of an Offer initiated by the Seller as part of which the Bidder declares the price for which they are ready to purchase the Goods

TRANSACTIONS

procedures for entering into and performing contracts of sale for Goods between Users on Allegro

DISCUSSION

a dispute between the Seller and the Buyer regarding the correct implementation of a Transaction, taking place using post-purchase support tools provided by Allegro

THE FAMILY GROUP FUNCTIONALITY

A functionality of Allegro available to Users with Regular Accounts and Junior Accounts who are family members related by blood or marriage, which enables them to create Family Groups and add Accounts (Users) to a Family Group, within which the Family Group Manager and Family Group Members can use the options available.

FAMILY GROUP MEMBER

A User who is a member (participant) of a Family Group

FAMILY GROUP

A group of Accounts set up by a Family Group Manager using the Family Group Functionality

FAMILY GROUP MANAGER

The User who has set up a Family Group using the Family Group Functionality

Section 2. TERMS & CONDITIONS OF PARTICIPATION IN ALLEGRO

2.1.

The allowed Users may be natural persons of at least 18 years of age having full capacity to perform acts in law, legal persons, and organizational units not having a legal personality but being able to acquire rights and assume obligations on their own behalf. The allowed Users may be persons of at least 13 years of age who are still not 18 years old in the scope in which they can acquire rights and assume obligations pursuant to the generally applicable provisions of law and subject to the principles applicable to them (Junior Account) being Appendix No. 6 hereto. Where national laws provide for reaching the age of majority or obtaining a limited capacity to perform legal transactions at a different age, those national laws shall be applied to the relevant extent.

2.2.

Natural persons who do not pursue any business activity on Allegro shall Register by completing an appropriate form, where:

- a. Full Registration, subject to paragraph 2.6. below, enables using all services provided by Allegro.pl and Allegro functionalities, including the purchase and sale of Goods (Regular Account);
- b. Simplified Registration enables using only some of the services provided by Allegro.pl and Allegro functionalities, excluding, among others sale of Goods.

2.3.

Natural persons who pursue any business activity, legal persons, or organizational units referred to in paragraph 2.1 shall Register using the appropriate registration form by providing the data specified therein. Subsequently, such entities shall send to Allegro.pl a copy of the documents confirming the said data concerning their business activity. The obligation to send copies of such documents shall not apply to Users with the registered office in Poland who activated their accounts as part of Registration by making a quick online payment, a wire transfer, or any other e-transfer from an account of the entity completing the Registration. On behalf of the entities listed in the first sentence of this paragraph, the aforementioned acts may be performed by a person with the appropriate authorization.

Allegro.pl reserves the right to demand: additional statements and documents confirming conducting business activity by merchants who have their head office, registered business activity, or actual place of conducting business activity outside of Poland. In the case when the documents referred to in the preceding sentence are drawn up in a foreign language other than Polish — also translations into English. Information about the range of additional documents, which merchants described in the previous

sentence will be obligated to send, will be included in an email message sent by Allegro after the User fills out the registration form.

2.4.

An Account registered in the manner referred to in paragraph 2.3 above, following the positive verification of the data provided by the User, shall be highlighted using an icon visible to all Allegro visitors (Business Account). The sales of Goods via the Business Account should be connected only with the business activity conducted by the User on Allegro. At the same time, sales not related to the User's business activity referred to in the previous sentence should be made via the Regular Account.

2.5.

In the process of completing the registration form, the entity being registered provides the required data and upon completing the registration form, depending on the Registration method and type of data provided:

- a. a message shall be sent to the email address provided in the registration form, indicating a manner in which the Registration should be confirmed and other information as required by law.
- b. a message shall be sent to the contact number provided in the registration form containing an activation code necessary to confirm the Registration and other information as required by law.

The entity being registered may confirm the Registration using the available Registration confirmation mechanisms. Upon the confirmation of the Registration, the registered entity and Allegro.pl enter into an agreement concerning the provision of services by Allegro.pl on Allegro on conditions set forth in the Allegro Terms & Conditions.

2.6.

In order to access all the services provided on Allegro.pl and Allegro functionalities, the User must perform full Registration (complete Registration), i.e. besides the obligation to send copies of documents, statements, or translations – referred to in paragraph 2.3 above (if it applies), activate the Account, which can be done by:

- a. selecting one of the methods made available by Allegro and available for a specific User:
 - i) Quick online payment — when the User has an account in one of the banks offering the so-called “quick payments” on Allegro and pays the predetermined amount of PLN 1.01. The full amount of the payment shall be returned to the User to the bank account from which the payment was made;
 - ii) Payment for the purchased item made using the payment service specified in Appendix No. 7A and Appendix No. 7B to the Allegro Terms & Conditions — when the payment for the purchased Goods will be made in the form of an electronic transfer from an account maintained in one of the banks offering the so-called “quick payments” on Allegro;
 - iii) Making a electronic transfer — when the User has an account in a bank that does not cooperate with the provider of the payment service specified in Appendix No. 7A and Appendix No. 7B to the Allegro Terms & Conditions or does not offer the so-called “quick payments”, and pays PLN 1.01 to a bank account specified by Allegro.pl. The full amount of the payment shall be returned to the User to the bank account from which the payment was made; or

iv) Attaching specific documents which make it possible to conduct a verification process (if applicable and the other options are not available); or

b. completing the required data (if it applies).

The User executing a payment transaction confirms that by accepting the Terms & Conditions, they authorize the payment services operator participating in the processing of such transaction to transfer the payer's data to Allegro.pl.

2.7.

During both Registration and later use of Allegro, the User is obliged to give needed and actual data and information and also submit, if requested, a truthful statement. The User of a Regular Account and of a Business Account with an enabled Subscription service may add to their Account a photo or a graphic element that may present their image (a profile picture). When the User logs in to Allegro or registers via external authentication services (e.g. those offered as part of other websites, including social media, the User's (including personal data) and profile picture (if it was made available to that external service's or website's host) will be disclosed to or shared with Allegro.pl and used in accordance with Allegro Terms & Conditions.

When the profile picture is uploaded, it will be assigned to the Account indicated by the User and registered to the User's name. When the User logs in to Allegro or registers via external authentication services (e.g. those offered as part of other websites), the profile picture disclosed to or shared with Allegro.pl by that external service's or website's host will be assigned to the User's Account according to the email address provided by the User to that service's or website's host. The User's profile picture will be visible to other Allegro Users and it will be displayed next to the User's selected activities on Allegro. The profile picture in the aforementioned cases will be assigned to the User's Account, provided that it meets the following technical requirements: minimum size: 64 x 64 px, file format: .jpg, .png and contents: no illegal or offensive, in particular, vulgar, obscene, erotic or pornographic content or content inciting hatred or racist or xenophobic behavior is permitted. It is prohibited to publish as part of a profile picture promotional or advertising content, announcements, any content related to the User's activity outside Allegro, and any contact data.

The User should update data in the settings after logging in to the Account. It is forbidden for User to delete data included in the User Account settings after making the registration, with the proviso that the User may delete the profile picture assigned to their Account at any time. To delete the contact number, the User needs to contact Allegro.pl using the available channels of communication referred to in the Allegro Terms & Conditions.

2.8.

The User shall gain access to the Account on Allegro (logging in) after entering their:

- login or email address or contact number,
- password or an SMS code (when logging in using the contact number) and, in the case of selecting the two-step login, a password and an SMS code

Logging in to Allegro via an automated solutions service, logging in with the use of the biometric data on a mobile device upon first enabling this function (biometric data are located on the device and are not made available to Allegro), and external authentication services (e.g. those offered as part of other

websites cooperating with Allegro.pl, including social media), shall have the same effects as logging in directly on the Allegro website.

The use of automated solutions, in particular, automatic login software, shall be at the risk of the User using such software.

2.9.

The User may register more than one Account provided that a different email address is assigned to each of them. User with an active Subscription service may, as part of logging into Allegro, switch between any number of Accounts without the need to log into a given User's Account each time separately. In addition, they can authorize any person to use selected functions related to the processing of Transactions and Offers after logging into the Account. Users shall be fully responsible for any actions and omissions related to the mentioned functions performed by the authorized person.

The User may not use Accounts to perform acts that violate the Terms & Conditions. It is prohibited in particular:

- a. to participate in an Auction using more than one Account;
- b. to bid or enter into a Goods sale agreement in the case of one's own Offers or Offers of close relatives or persons living with the User in the same household or other entities with which the Buyer is in relations resulting in well-grounded doubts that the parties act in agreement with the aim to affect the result of a given Transaction in violation of law or good practice;
- c. to complete another Registration in order to avoid the payment of amounts due to Allegro.pl for the services provided on Allegro.

2.10.

The User may not use other Users' Accounts or make their own Account available to other persons, except for the following cases:

- a. making the Business Account available to persons duly authorized by the User to act on their behalf;
- b. making the Regular Account available to the User's spouse by providing the spouse's data in an appropriate form. Spouses using the Account shall be jointly and severally liable for the acts performed in this Account.

2.11.

The Accounts shall be non-transferable save that, with the consent of Allegro.pl:

- a. a Business Account may be transferred in the case of the transfer by the User to another entrepreneur of the rights and obligations related to the running of an enterprise or its part, in the form prescribed by law;
- b. a Regular Account may be transferred by the User to their spouse;
- c. a Regular Account User may change the Account type to a Business Account for the sole purpose of making purchases under Allegro Biznes after completing the relevant form available at <https://allegro.pl/biznes/konwersja-konta>. The condition for the Account change referred to in the

preceding sentence is that the User has not sold Goods on Allegro in the two years preceding the date of completing the form.

2.12.

If the User's Account or activities on Allegro require additional verification of the data referred to in paragraphs 2.1. or 2.3., or if Allegro.pl has reasonable concerns about the security of the Account or of a given Transaction, concerning, in particular, unauthorized taking over and using of the Account by a different person, or in case of a violation of the Allegro Terms and Conditions by the User, Allegro.pl may:

a. make using Allegro or particular services provided within Allegro conditional upon the User's confirmation of their credibility, including identity, on the basis of appropriate documents;

b. restrict the access to particular services on Allegro for a certain period;

c. block the User's Account for a definite or indefinite period.

d. use mechanisms or tools blocking bot operations or other IT or programming tools referred to in paragraph 10.11.

When the aforementioned circumstances have ceased, Allegro.pl shall lift the said restrictions imposed on the User.

2.13.

Within 14 days from entering into the agreement referred to in paragraph 2.5., the User may withdraw from it without naming any reason. The terms and conditions applicable to agreement withdrawal, including the template withdrawal form available to the User, are set forth in the Notes of Guidance attached hereto as Appendix No. 8. The User may not withdraw from the agreement if they have listed Goods, have participated in an Auction, have used the Buy it Now option, or have had any amounts due to Allegro.pl for services provided on Allegro.

2.14.

The User acknowledges that, when the profile picture is assigned to their Account in the cases referred to in paragraph 2.7 above, the profile picture may be automatically adjusted to the size that meets the technical requirements specified by Allegro.pl.

2.15.

Allegro.pl shall employ mechanisms ensuring an adequate level of security of Transactions and other services provided at Allegro and used by the User.

2.16.

Transactions and other services can be performed only if an adequate level of security is ensured.

Section 2a. ALLEGRO BIZNES

2a.1

A Business Account holder shall use Allegro only through Allegro Biznes. A User who does not hold a Business Account shall not use Allegro through Allegro Biznes.

2a.2

Allegro may make such features available as part of Allegro Biznes that are dedicated only to Allegro Biznes Users due to the fact that they use Allegro in connection with the business activity they pursue. Allegro may restrict, as part of Allegro Biznes, access of Allegro Biznes Users to such features that are dedicated only to Users who do not pursue a business activity or who use Allegro without a connection with the business activity they pursue.

2a.3

In addition to the payment methods listed in paragraph 5.7 below, Allegro, as part of Allegro Biznes, provides Allegro Biznes Users with an option to use an additional payment method, on the terms specified in the Terms and Conditions of Deferred Payment for Businesses.

2a.4

As part of Allegro Biznes, the Seller, when setting the terms of the Offer, may:

- a. set the Goods price by indicating the VAT rate for the Goods in accordance with the applicable laws,
- b. make the price per unit conditional upon the number of units purchased by the Buyer being an Allegro Biznes User in a single Transaction,
- c. enter discounts expressed as a percentage, the amount of which is conditional upon the total value of the Goods purchased by the Buyer being an Allegro Biznes User in a single Transaction.

2a.5

Based on the VAT rate indicated by the Seller when setting the terms of an Offer, Allegro.pl shall automatically display the net price of the Goods to the Buyer. Allegro.pl shall not verify whether the VAT rate indicated by the Seller is correct. Only the Seller shall be liable to the Buyer for any and all claims arising from the entering or application of a wrong VAT rate.

2a.6

Offers by Allegro Biznes Users may be additionally marked, due to the criterion of creation as part of Allegro Biznes, with a word, a graphic, and a combined word & graphic designation.

2a.7

The artwork, layout, search criteria, and other Allegro components as part of Allegro Biznes may differ from those available to Users not being Allegro Biznes Users to the extent that this is related to different features of Allegro Biznes and the dedication of Allegro Biznes to entities using Allegro in connection with the business activity they pursue.

2a.8 The Allegro Biznes User status of a User shall not affect the possibility to access Offers by Users not being Allegro Biznes Users.

2a.9

A User without the Allegro Biznes User status shall have access to Offers by Allegro Biznes Users with limitations arising from the fact of not having the Allegro Biznes User status.

2a.10

The provisions of other Sections of the Allegro Terms & Conditions shall apply to Allegro Biznes directly to the extent that this is not regulated otherwise in this Section 2a.

Section 2b. THE FAMILY GROUP FUNCTIONALITY

2b.1.

A Family Group Manager shall be a User who is a natural person over 18 years of age, has a full capacity to act, does not carry out any economic activity on Allegro, has an active Regular Account, and has completed the full Registration process in any manner described in the Terms & Conditions (with the exception of the manner of Account activation specified in paragraph 2.6. subparagraph a. clause. ii) of the Terms & Conditions). Where national laws provide for reaching the age of majority at a different age, the Family Group Manager shall at least have reached said age.

2b.2.

A Family Group Member shall be either:

a. A User who is a natural person over 18 years of age, has a full capacity to act, does not carry out any economic activity on Allegro, has an active Regular Account, and has completed the full Registration process in any manner described in the Terms & Conditions (with the exception of the manner of Account activation specified in paragraph 2.6. subparagraph. a. clause ii) of the Terms & Conditions); or

b. A User who is a natural person over 13 but below 18 years of age, insofar as he or she can acquire rights and assume obligations pursuant to the generally applicable provisions of law and subject to the rules set out in Appendix 6 to the Allegro Terms & Conditions (Junior Account principles), with an active Junior Account.

and at the same time is a family member related by blood or marriage to the Family Group Manager and other Family Group Members.

Where national laws provide for reaching the age of majority or obtaining a limited capacity to perform legal transactions at a different age, those national laws shall be applied.

2b.3.

A Family Group is set up by the Family Group Manager using an option available within their account by inviting the first person being their family member (including another User) via Allegro.pl to the Family Group being created. The Family Group Manager shall invite other persons from their family (including other Users) to the Family Group by filling out an invitation form. Prior to sending the invitation, the Family Group Manager shall obtain the required consents from the person to be invited, including consent to providing to Allegro.pl the data of the person to be invited and to the receipt of the invitation by the person to be invited. When the data of the person invited is provided to Allegro.pl by the Family Group Manager, the Family Group Manager shall represent that they have the right to use such data and that the use thereof on Allegro and via Allegro.pl will not violate any rights of the data subject. The Family Group Manager shall be liable for the truthfulness of the representation referred to in the preceding sentence, and they shall indemnify and hold Allegro.pl harmless from and against any liability arising in connection with any use of the data on Allegro or via Allegro.pl which is unlawful or violates the rights of the data subject.

2b.4.

A person (including a User) who has received an invitation to a Family Group may either accept or reject the invitation within a time limit specified by Allegro.pl. Upon accepting the invitation, the User becomes a Family Group Member. The invitation expires upon rejection by the person invited, cancellation by the Family Group Manager, or expiry of the time limit for the acceptance or rejection of the invitation by the person invited.

2b.5.

Within the Family Group Functionality, every Family Group Member and the Family Group Manager can use the options available to them, that is:

a. A Family Group Member may in particular:

- i. obtain information about who belongs to the Family Group,
- ii. send a request to the Family Group Manager to purchase Goods,
- iii. cancel a request sent to the Family Group Manager to purchase Goods,
- iv. cancel their membership in the Family Group.

b. A Family Group Manager may in particular:

- i. obtain information about who belongs to the Family Group,
- ii. accept or reject a request to purchase Goods received from a Family Group Member,
- iii. remove a Family Group Member from the Family Group.

2b.6.

Having accepted a purchase request received from a Family Group Member, the Family Group Manager purchases the requested Goods using their own Account, in their own name, and on their own behalf. The Family Group Member who has requested the purchase of the Goods receives information about the status of execution of their request by the Family Group Manager and delivery tracking information once the Family Group Manager makes the purchase following the purchase request.

2b.7.

A request to purchase Goods sent by a Family Group Member to the Family Group Manager does not preclude that Family Group Member from purchasing the requested Goods or other Goods on their own, using their own Account, in their own name, and on their own behalf.

2b.8.

The Family Group Manager who has purchased Goods as a result of a request to purchase the Goods sent by a Family Group Member may transfer the ownership of the Goods to other persons, including the Family Group Member who has sent the request to purchase that Goods. To that end, the Family Group Manager and the purchaser of the Goods, by their own means and on their own responsibility, shall take the steps required by law and pay any dues (including taxes) in connection with the transfer of Goods ownership.

2b.9.

A Family Group shall be closed:

- a. upon the removal of the last Family Group Member remaining in the Family Group by the Family Group Manager;
- b. upon the cancellation of Family Group membership by the last Family Group Member remaining in the Family Group;
- c. upon the expiry of the time limit for the acceptance or rejection of the invitation by the last person (including the User) invited to the Family Group out of all persons invited to join the Family Group and having the last active invitation (pending acceptance or rejection);
- d. upon the rejection of the invitation by the last person (including the User) invited to the Family Group out of all persons invited to join the Family Group and having the last active invitation (pending acceptance or rejection);
- e. upon the cancellation by the Family Group Manager of the invitation sent to the last person (including the User) invited to the Family Group out of all persons invited to join the Family Group and having the last active invitation (pending acceptance or rejection);
- f. upon the termination of the agreement between the Family Group Manager and Allegro.pl concerning the provision of services by Allegro.pl on Allegro under the terms of the Allegro Terms & Conditions.
- g. upon the violation by the Family Group Manager or a Family Group Member of any of the provisions of the Terms & Conditions, the Terms & Conditions of a service or a promotional campaign available within Allegro (including within the Family Group Functionality) for the Family Group Manager or a Family Group Member, or upon the violation of applicable laws, including where the Family Group Manager or a Family Group Member took any actions that exert a negative influence on the security of operation of Allegro, harm other Users, are in contravention to the intended purpose or assumptions of the Family Group Functionality described in the Terms & Conditions or that aim to circumvent the security measures applied by Allegro.pl.

2b.10.

Any User who meets the conditions specified in paragraph 2b.1 may simultaneously (at the same time) start only one Family Group within the Family Group Functionality. Any User who meets the conditions specified in paragraph 2b.2 may be simultaneously (at the same time) a member (participant) of one Family Group only.

2b.11.

The Family Group Manager and every Family Group Member shall use the Family Group Functionality and the options available within it in accordance with the Terms & Conditions, applicable laws, and with the intended purpose and assumptions of the Family Group Functionality and the options available within it, which are described in the Terms & Conditions (taking into account the provisions of the Terms & Conditions of services or promotional actions available within Allegro, including within the Family Group Functionality, for the Family Group Manager or a Family Group Member). It shall be forbidden to resell or make the membership in the Family Group available to other Users free of charge, including within the Family Group Functionality.

2b.11.

The Family Group Manager and Family Group Member shall accept the fact that in the event that access of the Family Group Manager or Family Group Member to individual Allegro services is restricted or the Account of the Family Group Manager or Family Group Member is suspended, pursuant to the Allegro Terms & Conditions, the use of the Family Group Functionality or some options within the Family Group Functionality may be impossible or limited.

II. TRANSACTIONS

Section 3. OFFERS

3.1.

On Allegro, the Seller, when setting the offer terms, may make available to Buyers the following procedures for entering into the sale agreement:

- a. Only with Buy Now option, where the Seller offers to sell the Goods at a predetermined price. This Offer may include one or more units of the Goods;
- b. Auction, where the Seller, by putting up the Goods for sale, invites Bidders to place bids in order to conclude an agreement. Auction may involve only one unit of the Goods. In the case of Auction, the Seller may set additionally the Buy Now option; however, if the Seller sets a reserve price on the terms set out in paragraph 3.2., the Buyer may use the Buy Now option only until the Bidder places a bid equal to that price. If no reserve price is set by the Seller, the Buyer may use the Buy Now option until the Bidder places the first bid.

3.2.

In Auction, the Seller may set a reserve price, i.e. the lowest price at which the Seller is willing to sell the Goods. Bids lower than the reserve price shall not result in the conclusion of the sale agreement. The amount of the reserve price shall not be disclosed to Users until a Bidder offers the price equal to or higher than the reserve price.

3.3.

The aim of the Offers displayed in the listing categories: "Cars", "Real Estate", "Holidays", "Live Animals", "Machinery", "Trailers, Semitrailers", "Other Vehicles and Boats", "Motorcycles and Quads", "Services" and "Tickets" is not to conclude an agreement. These Offers are only classified ads. The Offers referred to in the previous sentence may not include more than one unit of the Goods.

The Offers referred to in this paragraph may be presented by entities cooperating with Allegro.pl under separate agreements, in particular, on websites or in online applications (including mobile applications) operated by them.

3.4.

Allegro.pl uses default sorting of Offers within the list of Offers, to adjust the order of their placement to the preferences of Buyers ("Relevance").

The following factors are taken into account with respect to Relevance:

1. Offer information, such as compliance of the Offer description with the Terms & Conditions; the number of displays of the Offer in different time intervals; the number of purchases made in a specific Offer; the number of Goods added by Users to the cart within a given Offer; the number of

Users who marked (or unmarked) a given Offer as Observed; the price of the listed Goods; the number of Goods listed; the number of methods of free delivery made available by the Seller within the Offer; the estimated delivery time for the Goods resulting from the Goods shipment time as declared by the Seller, the actual time of making this shipment and the delivery method provided by the Seller in the Offer; the availability of free return options; the status of the listed Goods, including their features; mode of the conclusion of the sales agreement — Buy now/Auction; the timeframe of the Offer; promotion options; “Official Store” distinction; placing in the Deal Zone, posting the Offer in the category that corresponds best to a given type of products; and whether the Offer title is similar to the content of the Users’ query in the search engine concerning the Goods being the subject of this Offer;

2. Seller information, such as mainly number of positive and negative ratings; the rate of “recommended” ratings given by Buyers; average rating of the costs of delivery of Goods; average rating of compliance with Goods description; average rating of the quality of customer service provided by the Buyer; timely completion of parcel tracking numbers; time of response to messages from other Users; participation in the Super Seller program; the number of violations of Appendix No. 1 to the Terms & Conditions; the number of notices in connection with violations of paragraph 13.3 of the Terms & Conditions and paragraphs 1(4) and 1(7) of Appendix No. 2 to the Terms & Conditions.

3.5.

Apart from the default sorting by the "Relevance" criterion, the User can select the following types of Offer sorting within Offer lists on Allegro, i.e.:

- a. Price: low to high. This takes into account the criteria in the following order: Offer featured in the listing, Offer matching the searched phrase and category, lowest price, highest popularity, shortest time until Offer expiration;
- b. Price: high to low. This takes into account the criteria in the following order: Offer featured in the listing, Offer matching the searched phrase and category, highest price, highest popularity, shortest time until Offer expiration;
- c. Price including delivery: high to low. This takes into account the criteria in the following order: Offer featured in the listing, Offer matching the searched phrase and category, lowest price with delivery, highest popularity, shortest time until Offer expiration;
- d. Price including delivery: low to high. This takes into account the criteria in the following order: Offer featured in the listing, Offer matching the searched phrase and category, highest price with delivery, highest popularity, shortest time until Offer expiration;
- e. Most popular. This takes into account the criteria in the following order: Offer featured in the listing, Offer matching the searched phrase and category, highest popularity, shortest time until Offer expiration;
- f. Time: ending soonest. This takes into account the criteria in the following order: Offer featured in the listing, Offer matching the searched phrase, shortest time until Offer expiration, Offer number;
- g. Time: newly listed. This takes into account the criteria in the following order: Offer featured in the listing, Offer matching the searched phrase, shortest time from Offer publication, longest time until Offer expiration.

3.6.

Allegro.pl may include the Seller's Offer published within a Business Account in the Allegro Prices program whose detailed Terms & Conditions are provided in Appendix no. 21 hereto. As part of that program, the Seller consents for automatic reduction of the price of the Goods, as a result of which the Buyer can purchase it at a discounted price. In return, Allegro.pl provides the Seller with a transactional rebate lowering the fee due to Allegro.pl for the services performed as part of Allegro, corresponding to the difference between the original and discounted price of the Goods. The Seller may exclude any of its Offers or Accounts from the Allegro Prices program.

Section 4. FORBIDDEN ITEMS

4.1.

As part of any Transaction, Sellers may not list Goods trading of which violates applicable provisions of law (taking into account the provisions of any foreign law that may apply in a given case) or rights of third parties (in particular copyrights and other intellectual property rights) as well as listing of which may be considered as violating good practice. Sellers shall not sell Goods in a given country or take any measures related to the sale in that country if that would be in contravention to the laws applicable in that country. In addition, it is forbidden to publish and present any content that violates generally accepted ethical or moral standards, in particular content that incites or promotes hatred, violence or any form of discrimination, including on the grounds of nationality, skin color, beliefs, religion, world-view, and also promotes authoritarian and totalitarian systems, as well as any content that endorses or supports such behavior or systems.

4.2.

Notwithstanding the provisions set forth in paragraph 4.1., it is prohibited to offer items indicated as forbidden in Appendix No. 1 hereto.

4.3.

The items referred to in paragraphs 4.1. and 4.2. may not be offered together with other Goods as free gifts.

4.4.

Some types of Goods may be offered only if additional conditions set forth in Appendix No. 1 hereto have been met.

Section 5. COMMENCING A TRANSACTION

5.1.

The Seller shall prepare an Offer by filling in the sale form available on Allegro, thus laying down all terms of the Transaction. The information contained in the description of the Offer may only refer to its object. Upon adding information or data to the description of an Offer, Allegro.pl shall acquire the right to use them, in particular, to use them in any way, at any time, and at its own discretion. In particular, where the Goods included in the Offer are to be sold also outside Poland (among others by selecting or making available foreign delivery options), the Seller shall authorize Allegro.pl to translate the Offer and its components (including by means of automatic text translation software) into other languages and to display the Offer. By adding information or data in the description of an Offer, the Seller declares that they have the right to add them to the description of an Offer, and their use on Allegro and by Allegro.pl, particularly in the manner specified in the preceding sentences, and does not violate the rights of third

parties. The Seller shall be liable for the truthfulness of the declaration referred to in the preceding sentence.

5.2.

An Offer description should be accurate and complete and must not mislead other Users, in particular, as regards to the properties of the Goods such as its condition, parameters, quality, origin, brand or manufacturer. An Offer description should comply with applicable provisions of law, in particular, contain the information required by applicable consumer protection regulations and, in addition, may not suggest the use of the Goods in a manner violating applicable laws. The User shall be fully liable for the content of their Offer, also for any mistakes or inaccuracies therein.

5.3.

Irrespective of the provisions of paragraph 4.1, the Seller represents that they are authorized to and capable of concluding and performing the agreement with the Buyer.

5.4.

When performing the acts referred to in paragraph 5.1, the Seller shall order Allegro.pl to post the Offer on the date indicated by the Seller. If the date is not specified, the posting shall be immediate. The number of a single Seller's Offers posted simultaneously may not exceed, without Allegro.pl's consent, 200,000. The number of Seller's Offers concerning the same Goods, posted in the same subcategory (regardless of the number of Seller Accounts), may not exceed 2, and this limitation does not apply to Goods whose condition is marked with a parameter other than "New".

5.5.

Upon posting an Offer, the Seller is bound by its description. The Seller may introduce changes in the Offer until the first bid has been placed by a Bidder. In the case of an Offer with Buy Now option, the Seller may not effectively modify its description for the Buyers with whom they concluded a sale agreement as part of the Offer. The Seller may not introduce any changes in the Offer description that would change the Goods on offer or its properties. Upon posting within the Offer (upon its publication on Allegro) any content being the subject of copyright law, in particular, such as signs, logos, images, descriptions, or photos ("Content"), the User allows Allegro.pl to use this Content free of charge, non-exclusively and without time and territory constraints, within the scope of:

- a. its storing and multiplying by using any techniques, including its recording and duplication into paper, electronic, magnetic, and optic medium copies;
- b. its reproduction via telecommunications networks (including the Internet and GSM networks) by any means and techniques, in particular, such as its reproduction in such a way that anybody can access the Content at any chosen time and place; its exploitation in other communications networks, regardless of any possible use of access restrictions; its public viewing and reproduction also done by websites content auto-run mechanisms;
- c. its public performance, display, viewing, reproduction, transmission, and rebroadcasting;
- d. its lending and its introduction to public trading.

The User consent covers preparation of the Content analyses by Allegro.pl, their use in the scope in which Allegro.pl is authorized to use the Content, and giving further consents to the extent of the agreement with Allegro.pl.

The User gives his consent to exercise his personal copyrights to the Content by Allegro.pl and declares that they will not exercise these personal copyrights against Allegro.pl or against entities given by Allegro.pl further consent to use the Content.

The User warrants that they are authorized to make the aforementioned declaration, to give consents included in the Terms & Conditions, and to incorporate the Content. They also warrant that the Content and its use by Allegro.pl in accordance with the Terms & Conditions do not infringe any third party rights. The User shall release Allegro.pl and entities given by Allegro.pl further consent to use the Content from any liability arising from the use of the Content in accordance with the Terms & Conditions

5.6.

Detailed principles of creating an Offer, including its description, uploading images and using additional options concerning its presentation and promoting are set forth in Appendix No. 2 hereto.

5.7.

Seller is obligated to accept Buyer's payments for transactions completed via any payment service available on Allegro for the country of the Seller's registered office, including Allegro gift cards. Depending on the Buyer's choice of payment method, service of the payment execution shall be processed under conditions set forth in Appendix No. 7A, Appendix No. 7B, Terms & Conditions, or the Allegro gift card Terms & Conditions.

5.8.

Besides enabling Buyer to perform payment for Goods via services mentioned in art. 5.7., Sellers may allow Buyers to complete payments for Goods also by using the "cash on delivery" option, or by paying directly at the place of the Goods collection.

5.9.

To post Offers in categories: Collections > Investment Products and Collections > Numismatics > Collectible Gold Coins, the Seller shall meet all of the following conditions:

- a. satisfy the requirements set out in paragraph 2.14 of Appendix No. 1 to the Allegro Terms & Conditions;
- b. after logging in to the Account which will be used to publish an Offer in the aforementioned categories – submit a notification through the contact form available at <https://allegro.pl/pomoc/kontakt> and obtain Allegro.pl approval in the form of an email sent to the User's email address assigned to their Account.

5.10.

When completing the form in the Sales > Sales Settings > Delivery Settings tab, the Seller may specify quick dispatch hours (Same-Day Dispatch) which is a declaration that Goods will be dispatched on the same day provided that the Transaction is completed by the time (including the payment) specified by the Seller, which may differ depending on the carrier type, and the day of the week. Information about Same-Day Dispatch is visible in the Seller's Offer. Allegro.pl reserves the right to refuse to publish the information referred to in the preceding sentence if the Seller fails to meet the requirements specified at <https://allegro.pl/dlasprzedajacych/wysylka-tego-samego-dnia-dla-wybranych-przez-ciebieprzewoznikow-i-dni-tygodnia-2YRGIGOGLfR#wymagania-jakie-nalezy-spelnic-abykupujacy-zobaczyli-informacje-o-wysylce-tego-samego-dnia-w-twoich-ofertach>

5.11.

Allegro.pl provides Buyers with the Return Policy which allows them to return the Goods acquired on Allegro, using a specific form (the "Form"), in accordance with the standards and conditions specified in that policy.

5.12.

In light of the fact that Buyers are provided with the Return Policy, as referred to in paragraph 5.11 above, the Seller that has a Business Account or a User conducting business operations shall be obliged to fill out the relevant Goods return form (available in the "Return Terms & Conditions" tab) in total, and assign it to their Offers. Additionally, it is required to comply with the following rules:

- a. in case of the Buyer's withdrawal from the agreement, if the Goods have not been sent by the Seller yet – the Seller shall return the funds paid by the Buyer for the Goods, within 2 business days from the date of the Buyer's cancellation of the Transaction;
- b. in case of the Buyer's withdrawal from the agreement, other than referred to in sub-paragraph a. above – the Seller shall return the funds paid by the Buyer for the Goods, within 7 calendar days from the date when the Seller receives the returned Goods, yet no later than 14 days from the date of receipt of the Form filled out by the Buyer;
- c. in case of a complaint about the Goods purchased by the Buyer that only requests the refund of the amounts paid – to process the complaint within 14 calendar days from the date of receipt of the Form filled out by the Buyer, and if the complaint is accepted – to make a prompt return of the amounts paid by the Buyers for the Goods;
- d. to adjust the delivery method for the returned Goods to their properties and size;

5.13.

Upon the conditions set out in Appendices No. 7A and 7B to the Terms & Conditions:

- a. in the case referred to in paragraph 5.12.a above, the Seller may ask the payment services operators referred to in Appendices 7A and 7B of the Terms & Conditions, on the basis of information provided by Allegro.pl, to pay out the funds available in the settlement tool kept for the Sellers in order to return the amounts paid by the Buyers for the Goods;
- b. in the case referred to in paragraph 5.12.b and c above, the Seller may ask the payment services operators referred to in Appendices 7A and 7B of the Terms & Conditions, on the basis of information provided by Allegro.pl, to temporarily suspend the payouts of funds available in the settlement tool kept for the Sellers in order to return the amounts paid by the Buyers for the Goods, as well as to submit instructions concerning such returns.

Section 6. COURSE OF TRANSACTION

6.1.

Accepting the terms presented by the Seller in the Offer, the User, in order to purchase the Goods, shall participate in Auction or select the Buy Now option, subject to paragraph 3.3 hereof. In the performance of the aforementioned acts, the User shall fill in an appropriate form available on the Offer webpage and confirm their choice.

6.2.

Upon placing a bid in the Auction process, the personal data regarding the name of the Bidder's Account (login) shall be disclosed to the Seller.

6.3.

From the time of posting the Offer, Users may ask the Seller questions regarding this Offer or the Transaction related to the Offer in the following way:

- a. Using the relevant "Ask the Seller" form available in the Offer
- b. Using the "Write a message" option in the Message Center functionality available in the User's Account settings

in both cases subject to paragraph 13.6.

6.4.

When joining the Auction process, the Bidder shall indicate the maximum price for the Goods that they undertake to pay if they win. The Bidder may change the maximum price in the course of the Auction, but may not offer an amount lower than or equal to the current price in the Auction. The subsequent Bidder may outbid the previous Bidder, depending on the current price of the Goods, by an appropriate increment amount as per the table below:

| The highest price offered at a time | Increment amount |
|-------------------------------------|------------------|
| PLN 1.00–24.99 | PLN 0.50 |
| PLN 25.00–99.99 | PLN 1.00 |
| PLN 100.00–249.99 | PLN 2.50 |
| PLN 250.00–499.99 | PLN 5.00 |
| PLN 500.00–999.99 | PLN 10.00 |
| PLN 1,000.00–2,499.99 | PLN 25.00 |
| PLN 2,500.00–4,999.99 | PLN 50.00 |
| PLN above 5,000.00 | PLN 100.00 |

Allegro.pl reserves the right to verify Users purchasing Goods in Offers from the "Collections and Art" category in the case of the Bidders who during the Auction have offered an amount higher than or equal to PLN 1,000.00 or the Bidders for whom the total amount of their currently made bids is higher than or equal to PLN 1,000.00. For this purpose, Section 2, sub-paragraph 2.12.a. of the Allegro Terms & Conditions shall apply mutatis mutandis.

6.5.

Bids made by Bidders shall bind such Bidders unless the Seller rejects them. A Bidder's bid may be rejected only before the Auction ends:

- a. on a Bidder's request or
- b. when the Seller has reasonable doubts as to the Bidder's credibility;
- c. in the case of theft or destruction of the Goods during the Auction;
- d. due to the Auction closure in the cases referred to in paragraph 6.8.b.

6.6.

A proposal to enter into an agreement with the Seller made by the Bidder whose Account will be blocked before the end of the Auction shall cease to be binding. Information on the Bidder's Account block shall be posted on the Auction webpage.

6.7.

An Offer shall be closed after the period specified in its terms by the Seller or when all units of the Goods offered in Offers with Buy Now option are sold. An Offer may be closed earlier:

- a. upon the Seller's decision referred to in paragraph 6.8.;
- b. upon Allegro.pl's decision in the cases referred to in sub-paragraph 8.2.b.

6.8.

The Seller may close their Offer at any time. In the case of:

- a. an Offer with Buy Now option — sale agreements concluded so far as part of such an Offer shall be binding;
- b. Auction — winners shall be determined according to the status as of the time of its closing pursuant to paragraph 7.2.

6.9.

Goods price should be determined in accordance with generally applicable provisions of law. Apart from the Goods price, the Seller may charge the Buyer only with the shipping costs as specified in the Offer and only in the actual amount.

6.10.

Appendix No. 3 hereto sets forth an action plan for scheduled technical breaks and technical failures, in particular, their impact on posted Offers.

Section 7. AGREEMENT CONCLUDED AS PART OF THE OFFER

7.1.

Allegro.pl is not a party to any Goods sale agreements made between Users and does not ensure that the Sellers and the Buyers are authorized to enter into and perform such agreements. Where a User

concludes an agreement with another User that has its registered office or habitual residence outside Poland, this might result in the Transaction being covered by the provisions of foreign law.

7.2.

An agreement shall be concluded with the winner of the Auction. The winner of the Auction shall be the User who, upon its closure, offered the highest price for the Goods and their bid was at least equal to the reserve price if such a price was specified by the Seller (accepting the winning bid). If several Bidders placed bids indicating the same highest price, the Bidder who bid as the first offering the highest price shall become the winner.

7.3.

The Buyer shall enter into an agreement with the Seller, confirming the purchase using the “Buy and Pay” button, or a similar one, subject to paragraph 3.3. Each purchase and some payment methods may be additionally confirmed mobile device’s biometric data, where this functionality has been enabled (the biometric data is stored on the device and is not made available to Allegro).

7.4.

The confirmation of entering into an agreement between the Buyer and the Seller shall be sent automatically by email (or alternatively by other means of electronic communication) and shall be for information purposes only. In the email referred to in the previous sentence, the parties to the agreement shall receive the data currently appearing in their Account settings, i.e. Ask the Seller, email address (encrypted by Allegro.pl), contact number, address. In the event when the Seller’s registered office as set in the Account settings is outside the European Economic Area or the Offer has been marked in the “Delivery details” field as “Non-EAN Offer”, the data referred to in the previous sentence will be sent outside the European Economic Area. If the Buyer selects a shipping method as part of which the shipped item is assigned a tracking number, information regarding shipment tracking may be made available to Allegro.pl directly by the carrier or the Seller if the number of the parcel is made available in the “Purchased” tab displayed after logging in to the Account, the Buyer shall be sent an additional email message with the carrier’s name, shipment tracking number and a link to track the shipment.

7.5.

Unless the parties to the Transaction have agreed otherwise, the Buyer shall pay for the Goods within 7 days in the case of Offers with the Buy Now option, within 14 days in the case of Offers with the Buy Now option for which the Buyer has chosen payment with a traditional bank transfer or within 30 days in the case of Auctions. The Buyer’s failure to pay for the Goods in a timely manner will result in Allegro.pl automatically canceling the Transaction (except for the “OTC drugs” category), which has no impact on the civil-law effects of the sale contract concluded between the Users and does not release them from the obligation to render performances towards each other under the legal relation arisen.

Section 8. ROLE OF ALLEGRO

8.1.

Allegro.pl shall not be held liable for Users’ conduct on Allegro and for the undue performance or failure to perform Transaction-related agreements, and also for the consequences of actions performed by Users or third parties which violate the provisions hereof. In particular, Allegro.pl shall not be held liable for the quality, safety, and legality of Goods sold in Offers, Sellers’ capacity to sell, Buyers’ solvency, and the veracity and accuracy of data and other contents provided/submitted by Users within Allegro.

Allegro.pl, on the terms set forth in Appendix No. 9, shall grant compensations to the Buyers who have suffered damage as a result of the Seller's dishonest conduct. At the same time, Allegro.pl shall be liable for the performance of agreements concluded on Allegro, in connection with its own sale of Goods, in accordance with generally applicable laws and regulations and the terms of Allegro.pl's Offers.

8.2.

If an Offer violates the Terms & Conditions or any applicable laws and regulations, Allegro.pl may:

- a. change Allegro category indicated by the Seller, in which the Offer is posted;
- b. close before its deadline or delete an Offer with Buy Now option; however, agreements concluded between Users as part of such an Offer until such closure shall remain valid;
- c. delete Auction, causing it to be no longer available on Allegro, and all hitherto activities of Bidders performed as part of it shall have no effect;
- d. refuse to post the Offer.

8.3.

Allegro.pl may verify Users' compliance with the Terms & Conditions. Such a verification may be carried out, in particular, by checking if Users observe relevant provisions of the Terms & Conditions. The verification shall be carried out, in particular, by establishing contact with a given User and recording/documenting such contact.

8.4.

If any User's actions violate the Terms & Conditions, Allegro.pl may:

- a. issue a notice to the User by email,
- b. warn the User by email;

Issuing a notice and a warning to the User does not directly result in the suspension of the User's Account or in restricting access to particular services provided within Allegro, it is only to inform that in the event of further violation of the provisions of the Terms & Conditions, Allegro.pl may suspend the Account or restrict the User's access to particular services provided within Allegro.

In case of repeated or material violations of the Terms & Conditions understood as

1. failure to pay the amounts due to Allegro.pl within the set time limit,
2. the provision by the User of incomplete or false contact details (e.g. name, company, address) in the Account settings,
3. disposal of the Account by the User without Allegro.pl consent,
4. making the Account available by the User to other persons contrary to paragraph 2.10 of the Terms & Conditions,
5. Publication of Offers, the subject of which is Forbidden Goods specified in Attachment No. 1 to the Terms & Conditions or Restricted Goods, where the User has not fulfilled the conditions necessary to list such Goods, which are specified in Attachment No. 1 to the Terms & Conditions,

6. Infringing the rules on posting Offers set forth in Appendix No. 2 to the Terms & Conditions,
7. Registration of multiple Accounts and their use contrary to the rules specified in paragraph 2.9 of the Terms & Conditions,
8. Sending spam messages to other Users,
9. Decrease of the overall quality (in the "My Sales Quality" tab) to the "Requires improvement" or to the "Unacceptable" level,
10. Taking actions to avoid the payment of fees or sales commissions billed by Allegro.pl,
11. Infringing on the rating system rules set forth in Section 11 of the Terms & Conditions,
12. Making purchases for purposes other than completing a Transaction,
13. Infringing the rules on ordering Allegro.pl to post Offers set forth in paragraph 5.4. of the Terms & Conditions,
14. Infringing the rules on rejecting bids made by Bidders set forth in paragraph 6.5. of the Terms & Conditions,
15. Infringing the rules set forth in paragraphs 10.1., 10.3, and 10.10 of the Terms & Conditions,

Allegro.pl may:

- c. temporarily restrict the User's access to respective services provided on Allegro, in particular, restrict the User Account's functionality for a definite or indefinite period;
- d. suspend one, more, or all of the User's Accounts for a definite or indefinite period.

Allegro.pl shall notify the User about the suspension of the Account or restriction of access to specific services via email, indicating the reasons for the suspension or restriction of access to the Account. The User may appeal against the decision of Allegro.pl in accordance with the provisions of Section 16 of the Terms & Conditions.

In the case of failure to respond and present an exhaustive explanation concerning the correctness of the performance of the contract concluded between the Buyer and the Seller as part of the Discussion within the time limit specified in paragraph 10.2 of the Terms & Conditions, Allegro.pl may make the use of Allegro conditional upon the User's confirmation of his/her due performance of the contract concluded as a result of the Transaction.

8.5.

Regardless of whether Allegro.pl applies the provisions of paragraphs 8.2, 8.3 or 8.4 hereof, the User shall be fully liable for their acts and omissions related to the use of Allegro, in particular, the User may be held liable for damages towards Allegro.pl or other Users.

Where the User uploads to Allegro.pl profile pictures, as referred to in Section 2, paragraph 2.7 of the Terms & Conditions, the User shall represent that they are authorized to use the said profile picture for the purposes specified in the Terms & Conditions and that the use of the same on Allegro and by Allegro.pl does not violate any third-party rights. The User shall be liable for the truthfulness of the

representation referred to in the foregoing, and hold Allegro.pl harmless against any liability arising in connection with the use of the profile picture on Allegro which is unlawful or violates third-party rights.

8.6.

In case of blocking the Account, the User may only access the Account and use those functions which make it possible to pay amounts due to Allegro.pl and finalize agreements concluded before the Account block; however, the User may not use any other services provided on Allegro by Allegro.pl. Any Offers posted in a blocked Account shall be deleted. The outcomes of Auctions with the participation of the Bidder whose Account has been blocked shall be decided in accordance with paragraph 6.8.

8.7.

The User whose Account has been blocked or its functionality restricted as referred to in paragraphs 2.12 and 8.4 may neither register a new Account nor use another Account without Allegro.pl's prior consent.

8.8.

In the cases referred to in paragraph 8.9. below, payment service providers specified in Appendices Nos. 7A and 7B, acting upon the order of Allegro.pl in relation to the Seller's authorization resulting from the agreement executed under the Terms & Conditions, and on the basis of the information provided by Allegro.pl, are entitled to temporarily withhold the payout of the Seller's funds in cases and on conditions provided for in detail in Appendices Nos. 7A and 7B of the Allegro Terms & Conditions ("Payout Withholding").

8.9.

Allegro.pl may qualify a Seller's Account for Payout Withholding in the following cases:

- a. in Transactions in which there is a higher probability that Buyers would request the payment of compensations under the Buyer Protection Program referred to in Appendix No. 9 of the Allegro Terms & Conditions or
- b. in the case of the Sellers who conduct activity as part of a Business Account as an entity whose registered office, registered business, or actual place of business are outside the European Economic Area or the United Kingdom of Great Britain and Northern Ireland.
- c. in the case of Sellers who post Offers in categories referred to in paragraph 5.9 above.
- d. in other cases specified in the Terms & Conditions of separate services.

8.10.

Allegro.pl shall order payment service providers specified in Appendices Nos. 7A and 7B to apply Payout Withholding in the cases of the Accounts referred to in paragraph 8.9.a above, for which the turnover from Offers in the "Phones and Accessories" category exceeded PLN 600,000 (six hundred thousand zloty) in the last 6 months counted from the last day of the month preceding the date of the qualification of the Seller's Account for Payout Withholding, and which have met at least one of the following conditions:

- a. at least 25% of the value of Transactions made within 60 calendar days preceding the date of the qualification of the Seller's Account come from Offers for which the Goods delivery time declared by the Seller as at the date of concluding the agreement with the Buyer exceeds 7 working days;

b. the number of Discussions ended as unresolved for the Seller, who, in the last 60 days, concluded more than 1000 agreements, which has exceeded 0.2% of the number of all agreements concluded at that time. If in the last 60 days, the Seller concluded less than 1000 agreements, the number of Discussions ended as unresolved in this period has exceeded two.

c. the number of Discussions opened by Buyers within 60 calendar days preceding the date of the qualification for Payout Withholding exceeds 10 and, at the same time, for more than 10% of them the Seller has not given their response and has not presented exhaustive explanations within 24 hours from being accused of any misconduct by the Buyer, with Saturdays, Sundays, and other public holidays being excluded from such response time;

d. in the period of 60 days immediately preceding Payout Withholding, pursuant to paragraphs 2.12 and 8.4 of the Allegro Terms & Conditions, the Seller's access to particular services provided on Allegro was restricted temporarily or one, several or all their Accounts were suspended for a definite or indefinite time;

e. the Seller's average rating on the date of the qualification for Payout Withholding is below 4.900 (four and nine tenths).

8.11.

Allegro.pl shall order payment service providers specified in Appendices Nos. 7A and 7B to apply Payout Withholding in the case of the Accounts referred to in sub-paragraph 8.9(c) above, immediately after positive verification of the Notification referred to in paragraph 5.9 above by Allegro.pl.

8.12.

Allegro.pl has access to the following categories of User data: data on the Offer, including, in particular, the content of the Offer; data identifying the Buyer as part of the Transaction; data on the Transaction — in particular the payment method, item receipt address, delivery method, additional remarks, as well as it can have access to the content of messages sent between the Buyer and the Seller, including as part of discussions and disputes and the handling of correspondence at the Sellers' request in the case referred to in paragraph 13.6. Allegro.pl manages the above-mentioned data categories in relation to all Offers and Transactions, subject to the reservation that in the case referred to in paragraph 13.6. access to the content of the message applies only to Business Accounts.

The User does not have access to all data which are available to Allegro.pl. The User has free of charge access to data relating to their actions as part of Allegro, in particular, relating to the quality of sale carried out through Allegro, including among others the value of turnover, completed orders; canceled orders; numbers of shipments filled in within the time limit; which part of the delivery is completed within the time limit — as compared to all orders within the last 30 days which were delivered to the buyers within the time limit declared by the Seller in offers; and information about the quality of sale of the Seller in comparison with other Sellers on Allegro — how many sellers have better or worse quality than the Seller. On Allegro Lokalnie only data on individual completed Transactions is available.

Allegro.pl enables paid access to certain statistical data relating to the sale as part of the Allegro platform. Statistical data relating to the sale as part of Allegro are stored by Allegro.pl also after the termination of the Agreement with the User.

Allegro.pl has access to personal data of Users, rules of such access and period of storage, and rules of deleting such data are specified in Appendix No. 5 to the Terms & Conditions.

8.13.

Allegro.pl as Seller on Allegro due to technical-management reasons uses a different return form from other Sellers.

Section 9. FEES AND SALES COMMISSIONS

9.1.

Services provided on Allegro by Allegro.pl shall be paid services. The Seller shall be charged with all fees and sales commissions. Such amounts payable shall be charged on an ongoing basis and presented for payment for consecutive settlement periods. The settlement period shall be a calendar month.

9.2. Fees and sales commissions for services provided on Allegro by Allegro.pl shall be paid by the User to the bank account indicated in their Account settings.

9.3. Any User's actions aiming at or resulting in avoiding the payment of fees or sales commissions billed by Allegro.pl are prohibited.

9.4.

Allegro.pl shall issue invoices for services provided on Allegro in accordance with data provided in Account settings; however, Users of Regular Accounts shall be issued invoices upon their request.

9.5.

Amounts of fees and sales commissions for respective services, terms of collecting, billing and settling them, and terms of awarding transaction rebates on amounts payable for services provided by Allegro.pl in a given month, and also the method of their calculation as well as the terms of issuing and sending invoices are provided for in Appendix No. 4 hereto.

Section 10. OTHER OBLIGATIONS OF USERS

10.1.

All actions of Users on Allegro should comply with the Allegro Terms and Conditions, good practice, and applicable provisions of law, including consumer protection laws. A User may not take actions contravening the Allegro Terms and Conditions, good practice, and applicable provisions of law or any actions which adversely affect the security of Allegro operations or are detrimental to other Users.

10.2.

A User must explain the correctness of the performance of the agreement concluded between the Buyer and the Seller. The Seller must give their response and present exhaustive explanations in the Discussion within 24 hours from being alleged of any misconduct by the Buyer, with Saturdays, Sundays, and other public holidays being excluded from such response time.

When the Discussion concerns undelivered Goods and the time limit to deliver them has lapsed, the Seller is obliged to resolve the problem reported by the Buyer within 7 days. The following shall, in particular, be regarded as a resolution of the problem:

- posting the parcel tracking number to show that the delivery is in progress or that the parcel has been delivered,

- refunding the amount paid to the Buyer through Allegro Finance or posting the refund confirmation in the Discussion.

After the lapse of 7 days, Allegro enables the Buyer to mark the Discussion as unresolved. If the Buyer's problem is unresolved and they decide to use the Buyer Protection Program and receive a refund, the amount paid to the Buyer will be charged to the Seller in accordance with paragraph 10 of Section 4 of Appendix No. 9 of the Allegro Terms & Conditions.

Otherwise, the Seller will have 14 days since the start of the Discussion to resolve the Buyer's problem.

10.3.

The number of Discussions ended as unresolved for the Seller, who, in the last 60 days concluded more than 1000 agreements, should not exceed 0.2% of the number of all agreements concluded at that time. If in the last 60 days, the Seller concluded less than 1000 agreements, the number of Discussions ended as unresolved in this period may not exceed two.

10.4.

The Seller must respond to the Buyer's message within 24 hours of its receipt, provided that this deadline does not fall on a Saturday, Sunday, or a public holiday.

10.5.

Where, for the ordered Goods, the Buyer selects a shipment method which is registered by the carrier and has been given a tracking number, if the carrier has not made the data available to Allegro.pl directly, the Seller shall immediately enter in the order tab (my sales -> orders) the correct tracking number (as assigned by the carrier on dispatch) and the dispatch time shall take place within the time frames specified by the Seller in the "Shipment dates" section of the offer listing form.

10.6.

In Allegro, the Sellers have been given access to the "My Sales Quality" tab where based on the individual ratings in the following areas:

- a. Buyers' ratings (containing e.g. Buyers' Recommendations, Buyers' Experience/Satisfaction);
- b. Order processing (containing e.g. the Orders processed, Package numbers entered within the time frames specified in the Terms & Conditions);
- c. Client Services (containing e.g. Active Discussions, Timely responses to questions asked in the discussions, level of fulfillment of the criteria referred to in paragraph 5.12 of the Allegro Terms & Conditions);
- d. Attractiveness of the Offer (containing e.g. Active payment methods, Percentage of Offers with Allegro Smart!);
- e. Compliance with the Terms & Conditions (e.g. Deleting Offers, Policy Warnings);

The Seller's quality is determined at one of the following levels:

- a. Super+
- b. Super

- c. Good
- d. Neutral
- e. Requires improvement
- f. Unacceptable

The data included in the "My Sales Quality" tab are calculated on a daily basis and they cover the previous 30 days. The calculation may be delayed by no more than 3 days for technical reasons. If that is the case, the data from the last calculation, as available in the "Quality of my sales" tab, shall be treated as binding.

10.7.

The Seller shall maintain the quality of the sales at least at the general "Neutral" level. The quality level may affect the User's participation in the bonus programs and benefits available on Allegro (e.g. special conditions of participation in the Deal Zone). The detailed rules on how the quality described in the "My Sales Quality" tab affects the individual programs are provided in the programs' terms and conditions. Where the User's general quality (in the "My Sales Quality" tab) drops to the "Requires improvement" or to the "Unacceptable" level, Allegro.pl shall have the right to take the measures referred to in paragraph 8.4 of the Terms & Conditions.

10.8.

Users should archive by themselves the information on agreements concluded on Allegro.

10.9.

Any materials, including graphical elements, layout and composition thereof, trademarks, and other information available on Allegro webpages are subject to the rights of Allegro.pl or Users. These elements are subject to the author's property rights, industrial property rights, including rights from the registration of trademarks and rights to databases and, as such, are subject to statutory legal protection.

10.10.

Downloading or using materials available on Allegro in any way (including data and other types of information) shall each time require the consent of Allegro.pl and shall not violate any provisions hereof and generally applicable provisions of law, and shall not violate any interests of Allegro.pl and Users. The following shall be prohibited:

- a. third-party use of indications to which Allegro.pl holds rights, including characteristic graphical elements, in particular, such as logos, images, descriptions, or other types of indications;
- b. aggregating and processing data and any other information available on Allegro for the purpose of using it within the activity pursued (including operating other Internet websites), as well as sharing them further on other websites or outside the Internet, including:
 - i. extracting (scraping) such data and information, in particular, with the use of bots and other IT or programming tools (including but not limited to tools for data exploration, collection, or extraction),
- c. using the Allegro designation or similar designations in the Account login if this can mislead other Users about the entity using the given Account or its affiliation with Allegro.pl

d. using designations in the Account login which can mislead other Users about the entity using the given Account.

10.11

It is forbidden to use bots and other IT or programming tools (including but not limited to tools for data exploration, collection, or extraction), including tools which:

- a. generate or may generate increased traffic on Allegro, in particular, such that multiply the number of visits of Allegro sites, causing an excessive burden for the IT systems,
- b. are malware (including viruses) or may be used to infect Allegro's IT resources or infrastructure with malware (including viruses),
- c. serve for making cyberattacks (including network attacks, in particular, DDoS attacks), when using Allegro, in relation to using Allegro as well as for the purpose of using Allegro.

10.12

Allegro.pl ensures that Buyers receive the following information:

- a. that the Seller has received funds for a payment made using payment methods available on the Platform;
- b. that the User may track a parcel containing the Goods, being delivered as part of services provided by carriers, identified in detail at <https://allegro.pl/dla-sprzedajacych/przewozniczyintegrowani-zallegro-4RY6gLKLZSD> and about its respective delivery stages;
- c. with requests to rate a Transaction;
- d. about Transaction status (in progress, ready for shipping, shipped) where the Seller uses for shipment the services of carrier listed at <https://allegro.pl/dla-sprzedajacych/przewoznicy-zintegrowani-z-allegro4RY6gLKLZSD> or uses tools for automatic Transaction completion available in the "Orders" tab or via API through automatic communication channels, i.e., channels that enable contacting the Users via emails, notifications displayed in the User Account in connection with the Transaction concluded, mobile app push notifications, and statuses available in the "Purchase History" tab.

Due to the above, the Seller undertakes not to send any additional messages to Buyers containing only the above-mentioned information by using the above-mentioned automatic communication channels made available by Allegro.pl.

The above provision shall not apply where it is the Buyer who initiates contact in connection with a concluded Transaction, and the Seller only responds to it.

Section 11. RATING SYSTEM

11.1.

On Allegro, Users may use a descriptive and graphical (i.e. graphical sale assessment) rating system to exchange subjective opinions on the course of Transactions and performance of agreements. If Users have concluded an agreement, the Buyer, within 90 days from the date of concluding the agreement that is from the day and hour of the concluding may rate the Seller, whereas this time limit is calculated to the

hour. The Seller who receives a “not recommended” rating may respond to it once. It is not possible to rate the Seller when the Buyer has not activated their Account or their Account is blocked.

11.2.

In descriptive Rating, a User may recommend or not recommend the purchase. In graphical rating for the sale, the Buyer may give 1 to 5 points to assess the agreement performance by the Seller in terms of the following parameters:

- consistency with Goods description
- shipping cost
- buyer service

11.3.

Rating shall always be assigned to a particular Account and a specific Transaction. A User shall be liable for the content of their rating and responses.

11.4.

The content of rating and responses shall be public information available to all visitors to Allegro.

11.5.

Rating and responses should be consistent with the actual course of Transactions and may not contain:

- a. vulgarisms, content that is obscene or pornographic, or inciting to hatred, racism, xenophobia;
- b. Users' contact details or logins;
- c. website addresses or content of advertising nature.

11.6.

A User may not participate in any Transaction solely for the purpose of leaving a rating (e.g. to artificially increase or decrease the Seller's credibility).

11.7.

Allegro.pl shall not interfere with the content of any rating or responses; however, it reserves the right to delete or block the possibility of their posting in justified cases when:

- a. they violate the provisions of the Terms & Conditions, in particular, of Section 11, paragraphs 11.5 or 11.6;
- b. they have been posted for a wrong User or Transaction by mistake if their content explicitly indicates that a mistake has been made;
- c. the content of a rating explicitly indicates that a mistake has been made as to its type;
- d. the content of a rating contains characters that make that rating illegible; this shall not apply, however, to the special characters specific to the language in which the rating was published;

e. Allegro.pl receives the Buyer's request to remove the rating.

11.8.

Parties to a concluded agreement shall have the possibility to agree on the deletion of ratings and responses to it using for this purpose an appropriate form available on Allegro. Rating shall be deleted upon the satisfaction of all the following conditions jointly:

- a. the deletion request must be submitted by the Seller within 21 days from the date of receiving the rating;
- b. the Buyer must agree to comply with such a request not later than within 14 days following its receipt.

11.9.

Following the deletion of a rating according to the procedure provided for in Section 11 paragraph 11.7., the Buyer may re-assess the course of the Transaction within 90 days from the date of concluding the agreement related to a particular Offer.

11.10.

Users may post on Allegro their reviews concerning Goods, including their disadvantages and advantages. They are presented in Offers in the "Product review" tab.

11.11.

Reviews posted in the "Product review" tab are Users' subjective opinions. Users shall be liable for the content of their opinions expressed in such reviews.

11.12.

A User's review may not violate applicable provisions of law, including third-party rights; in particular, it may not be defamatory, violate personal rights, or constitute an act of unfair competition. At the same time, regarding the rules of posting reviews by Users, the provisions of Section 11, paragraphs 11.5 and 11.6 shall apply accordingly.

11.13.

Allegro.pl reserves the right to edit or delete reviews in justified cases, when a review:

- a. is a subsequent review referring to the same Goods;
- b. refers to a different Goods than the reviewed one;
- c. violate the rules set forth in Section 11 paragraph 11.12.;
- d. violates applicable provisions of law, good practice or offends religious feelings;
- e. infringes patent rights, copyrights, business secrets or other intellectual property rights, or personal data protection rights;
- f. is only a summary of a film, book or record, etc.;

g. is fully or partially copied from other Users, the manufacturer of the reviewed Goods or from other available sources;

h. it contains characters that make the review illegible; this shall not apply, however, to the diacritical characters specific to the language in which the opinion was published.

11.14.

By posting a review, the User consents to its use, free of charge, by Allegro.pl or other entities cooperating with Allegro.pl under separate agreements, and to its modification within the aforementioned scope.

III. FINAL PROVISIONS

Section 12. OTHER SERVICES

12.1.

Allegro.pl may provide Users with other services supporting the main activity of Allegro.pl or facilitating the use of the services of Allegro.pl by Users, including the financing, securing or advertising of Transactions, on the terms set forth in the terms and conditions of such services, as well as services involving the intermediation by Allegro.pl in the conclusion of agreements on the provision of third-party services.

12.2.

Allegro.pl may provide Users with information about services and service offers of third-party suppliers (e.g. who offer financial services, including insurance services), facilitating the use of the services of Allegro.pl by Users, including the financing, securing or advertising of Transactions.

12.3.

Allegro.pl intermediates in concluding agreements and provides services related to financing and securing Transactions such as insurance for the Goods, consumer loan for the purchase of Goods

12.4.

Currently, on Allegro, Seller cannot provide transaction-related services identical to those mentioned in paragraph 12.3.

Section 13. PRIVACY AND CONFIDENTIALITY

13.1.

Personal data provided by Users in designated areas shall be processed by Allegro.pl pursuant to the applicable provisions of law and the privacy policy set forth in Appendix No. 5 hereto.

13.2.

Users' personal data may be disclosed to other Users only in the cases set forth herein for purposes related to the Transactions and in other cases with the prior consent of the data subject.

13.3.

A User shall not disclose to third parties any information related to other Users received from Allegro.pl in connection with the use of Allegro unless the User has obtained the prior consent of the User who is the data subject. In particular, the use of such information for commercial purposes, in particular, to promote in any form the activities of any User carried out outside Allegro shall be prohibited.

13.4.

The use of the information referred to in paragraph 13.3 for commercial purposes to promote in any form the activities of any User carried out outside Allegro shall be prohibited. In particular the following shall be prohibited:

- a) making proposals to buy or sell the Goods outside Allegro (not applicable to Offers referred to in paragraph 3.3);
- b) adding to the shipped Goods or providing in any other form any content with information about commercial activities carried out outside Allegro (e.g. leaflets advertising an online store);
- c) opening accounts for Users in online stores.

13.5.

Allegro.pl reserves the right to filter and block messages sent by Users using the tools made available on Allegro, in particular, if they are spam, include content that violates these Terms & Conditions, or otherwise pose a risk to the safety of Users.

13.6.

The Seller with a registered Business Account shall order Allegro.pl to handle correspondence related to Transactions concluded via that Account, subject to the reservation that such correspondence handling consists in Allegro.pl automatically analyzing (using machine learning technology) the content of messages sent by Buyers to a given Seller using the options described in paragraphs 6.3.a and 6.3.b in order:

- (i) to check whether Allegro.pl is able to answer the questions contained in such a message on behalf of the Seller
- (ii) that Allegro, on behalf of the Seller, answers the questions contained in such a message if Allegro.pl has the appropriate knowledge based on the data from the Allegro.pl IT systems.

If as a result of the automatic analysis of the message referred to above, Allegro.pl is not able to answer the Buyer, the message shall be immediately forwarded to the Seller so that they can reply to it.

The rules for entrusting the processing of Buyers' personal data related to the handling of correspondence are described in Appendix No. 19 of the Allegro Terms & Conditions.

13.7.

Terminated Offers may be published in archiwum.allegro.pl subdomain. The published information is for reference only and Allegro.pl may not ensure or guarantee that terminated Offers will be made public in a full and comprehensive manner.

Section 14. AMENDMENTS TO THE ALLEGRO TERMS & CONDITIONS

14.1.

Allegro.pl may amend the Terms & Conditions in the following cases:

- a. amendments to legal regulations having a direct impact on the content of the Terms & Conditions;
- b. imposing certain obligations by governmental authorities;
- c. amendments to the price list;
- d. improving the operation of the Website and the User service;
- e. enhancing the protection of Users' privacy;
- f. amendments to the privacy policy;
- g. preventing misuse;
- h. security/safety considerations;
- i. technological and functional changes;
- j. changes in the scope of services provided, including the introduction of new services;
- k. editorial changes.

Such amendment shall become effective within the period indicated by Allegro.pl not shorter than 15 days from the time of notifying Users about the amendments and making the amended Terms & Conditions available to them, in particular, by publishing it on the website:

<https://allegro.pl/pomoc/zmiany-w-regulaminie/aktualnosci>, and sending it to the email address assigned to the User's Account (if the User has logged in to their Account in the last 2 years). Amendments to the Terms & Conditions, which apply to Sellers only, are sent to Users that sell Goods on Allegro. If the User does not provide an email address, information about the amendments is sent by text message to the contact number provided during registration.

Allegro.pl may amend the Terms & Conditions without a 15-day period, referred to above, with an immediate effect, if:

- (i) it is subject to legal or regulatory obligations, under which it is obliged to amend the Terms & Conditions in such a manner that prevents it from keeping the above-mentioned 15-day notification period,
- (ii) it must by way of an exception amend the Terms & Conditions to counteract unforeseen and immediate threats related to the protection of online intermediation services, Users against fraud, malware, spam, breach of data, or other cybersecurity threats.

14.2.

The User who does not accept planned amendments of the Allegro Terms & Conditions should immediately, no later than within 15 days from notification of such amendments, notify Allegro.pl to terminate the agreement with Allegro.pl, using the form referred to in paragraph 15.2. User's termination of the agreement with Allegro.pl for the Account indicated by him/her as described above shall be effective no earlier than upon 15 days of notifying the User of amendments to the Allegro Terms & Conditions.

Upon the first logging in to Allegro after an amendment has entered into force, the User shall be notified of such amendment and the possibility to accept it.

Section 15. TERMINATION OF THE AGREEMENT WITH ALLEGRO.PL

15.1.

The provision of services on Allegro shall be unlimited in time, subject to the provisions of the paragraph below.

15.2.

A User may, at any time, terminate the agreement concluded with Allegro.pl related to the Account indicated by them, by filling in and approving the contract termination form. In this case, all Seller offers published so far will be removed within 7 days from the date of contract termination form approval. Furthermore, during the contract termination period, it will not be possible to list new Goods, buy Goods, participate in an Auction or change the amount offered by the Bidder during bidding.

15.3.

The termination by a User of the agreement with Allegro.pl for the Account indicated by them shall be effective no earlier than 60 days from the date of contract termination (interpreted as date of filling in and approval of contract termination form). After the 60 days deadline, it will not be possible to log in to the Allegro account and to use services available within the scope of the account.

15.4.

In the event when a User repeatedly violates the Terms & Conditions, the agreement may be terminated by Allegro.pl against a thirty day notice.

15.5.

If the agreement has been terminated by the decision of Allegro.pl, a User may not register an Account on Allegro again without the prior consent of Allegro.pl.

Section 16. CONTACT DETAILS AND COMPLAINTS PROCEDURE

16.1.

A User may contact Allegro.pl in relation to the services provided electronically hereunder:

- a. in writing to Allegro.pl sp. z o.o., ul. Grunwaldzka 182, 60-166 Poznań;
- b. in an electronic form (by, e.g., using the contact form on web pages of specific paragraphs in the "Help" section, which may be accessed from the main page of the Allegro website).

16.2.

Allegro may contact the User:

- a. in writing to the correspondence address provided by the User;
- b. in an electronic form to the email address provided by the User;

c. by phone calling the contact number provided by the User,

d. by sending short text messages (SMS) to the contact number provided by the User.

16.3.

If in a User's opinion, services to be provided under the Terms & Conditions are not rendered by Allegro.pl or are not rendered in accordance with the Terms & Conditions, the User may present their reservations in the manner specified below ("Complaint"). In addition, in the case of own sale of Goods by Allegro.pl, a User may make a Complaint in the manner described in Allegro.pl's Offer.

16.4.

A Complaint may be lodged in an electronic form using the contact form or in a written form. A Complaint shall contain at least the name under which the User acts on Allegro (login), the description of their reservations, and the proposed method of handling the Complaint.

16.5.

Allegro.pl shall handle a Complaint within 14 days from the date of its receipt. When a Complaint does not contain the information necessary to handle it, Allegro.pl shall ask the User making the Complaint to supplement the required information, and then the period of 14 days shall run from the date of submitting the supplemented Complaint.

16.6.

A response to a Complaint shall be sent only to the email address assigned to a given User's Account. In particularly justified cases, Allegro.pl may send a response to a different email address provided by the User making a Complaint, which is not assigned to the User's Account, or in writing to the address provided in the Complaint.

16.7.

A User may appeal against the decision taken by Allegro.pl concerning a Complaint ("Appeal"). The provisions of Section 16, paragraphs 16.3, 16.4, and 16.5 shall apply accordingly.

Section 17. GOVERNING LAW AND DISPUTES

17.1.

An agreement between User and Allegro.pl, relating to services provided on Allegro by Allegro.pl on terms and conditions set forth herein, shall be governed by Polish law with exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Dz. U. 97.45.286).

In the case of Users who are consumers, the above choice of law shall not exclude the protection afforded to the Users by mandatorily applicable laws of the country in which the User has its habitual residence.

Any disputes between Allegro and a User that is not a consumer, concerning Allegro, including connected with the services provided on Allegro by Allegro.pl shall be resolved by Polish courts of general jurisdiction competent for the registered office of Allegro.

A User being a consumer may initiate out-of-court proceedings to solve a Complaint and enforce claims before the Permanent Arbitration Consumer Court at the Provincial Inspector of Trade Inspection in Poznań. Information on how to initiate such proceedings and on the procedures applicable to dispute settlement can be found at <http://www.uokik.gov.pl> in the “Consumer dispute settlement” tab (Polish: “Rozstrzygnięcie sporów konsumenckich”). The consumer User may also use the EU ODR platform available at <http://ec.europa.eu/consumers/odr/>. Detailed information on how to file a complaint can be found here.

17.2.

Allegro.pl may attempt to amicably settle the dispute with User pursuing a business activity, using Allegro to offer items to consumers, through an independent mediator, upon the prior consent of Allegro.pl for mediation. Should the User, referred to in the previous sentence, propose mediation to Allegro.pl and after Allegro.pl has accepted this proposal, mediation will be conducted by a mediator from Europejski Instytut Mediacji, in accordance with the mediation rules applied by Instytut. Allegro.pl shall bear a reasonable part of the total costs of mediation which will be each time determined by the parties. The list of mediators and mediation rules are available at the contact address: eiminstitut@gmail.com.

Section 18. APPENDICES

18.1.

The Terms & Conditions contains the following appendices which constitute its integral part:

Appendix No. 1: Forbidden and restricted items;

Appendix No. 2: Rules on creating Offer description;

Appendix No. 3: Policy on technical breaks and compensation for technical failures;

Appendix No. 4: Fees and sales commissions;

Appendix No. 5: Privacy protection policy;

Appendix No. 6: Junior account principles;

Appendix No. 7A: Terms & Conditions of PayU service;

Appendix No. 7B: Terms & Conditions of Przelewy 24 service;

Appendix No. 7C: Allegro Finance Terms & Conditions;

Appendix No. 8: Notes of guidance on agreement renouncement and draft renouncement statement;

Appendix No. 9: Buyer Protection Program;

Appendix No. 10: Adding Products;

Appendix No. 11: Use of databases of Allegro.pl and available in Allegro;

Appendix No. 12: Terms & Conditions of the “Allegro Smart!” service for the Sellers;

Appendix No. 13: Allegro Lokalnie;

Appendix No. 14: General Terms & Conditions of the Cooperation Related to the Mail Order Sales of Medicinal Products;

Appendix No. 15: Allegro Community;

Appendix No. 16: General Terms & Conditions of Delivery Service;

Appendix No. 16A: General Terms & Conditions of the Delivery Service for Allegro Lokalnie;

Appendix No. 17: Charity Offers;

Appendix No. 18: General Terms & Conditions of the Cooperation Related to the Sales of Vouchers Exchangeable for Medical Services;

Appendix No. 19: Data processing Agreement.

Appendix No. 20. Transactions subject to the obligation of archiving or VAT settlement through Allegro.pl

Appendix No. 21: Details of Allegro Prices program

18.2.

Links posted in the electronic version hereof, including the appendices, only facilitate browsing through Allegro pages. Documents other than the appendices listed above shall not constitute the integral part hereof.

Section 19. VALIDITY

If any provision hereof is held invalid by a final and absolute court judgment, the remaining ones shall stay in full force and effect unless the relevant laws provide for a different effect.

Section 20. LANGUAGE VERSIONS OF THE ALLEGRO TERMS & CONDITIONS

20.1.

Certain elements of Allegro.pl website have been translated, particularly from Polish into English, (including using automatic text translation software). The text has been translated with due diligence, however, certain results of translation (in particular by a computer program) might prove imperfect or might not be translated correctly due to the limitations of the text translation software. Allegro.pl recommends exercising caution when using translated content.

20.2.

The Polish language shall be the original language of the Terms & Conditions, the website, and all communication by Allegro.pl with Users. In the case of any doubts related to the translated content, they should be resolved by reference to the Polish language version. The above reservation shall be applied accordingly in the case of translations from other languages, e.g., the English language shall prevail in the case of translation of English comments to the Transaction.

20.3.

This service may contain translations provided by Google. Google hereby disclaims its express or implied liability for any translation, including its accuracy, reliability, and merchantability, fitness for a particular purpose, and any liability for infringements.

This Allegro Terms & Conditions is available in Polish and English versions. The Polish version is available on the following website: <https://allegro.pl/regulamin/pl>.

Section 21. INTERNAL COMPLAINT-HANDLING SYSTEM

Allegro.pl shall ensure the operation of an internal complaint-handling system within the meaning of paragraph 11.1. of Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services. Complaints of the Users that relate to the issues listed in this regulation can be made through <https://na.allegro.pl/skarga>.

Section 22. EXPLOSIVES PRECURSORS

Trade in explosives precursors within the meaning of Regulation (EU) No 2019/1148 of the European Parliament and of the Council of 20 June 2019 on the marketing and use of explosives precursors, amending Regulation (EC) No 1907/2006 and repealing Regulation (EU) No 98/2013 is permitted only upon fulfilling the duties and conditions set out in the Regulation.

Under the law, the sellers are required to fulfill all the conditions and duties laid down in the Regulation. This applies, in particular, to the mandatory verification of the buyers and their rights to purchase the precursors, including verification of their identity, and disclosure duties towards those buyers in respect of precursors sold to them. The duties imposed by law also apply to the reporting of so-called suspicious transactions within the meaning of the said Regulation.

The issues related to the trade in the said precursors are also regulated in a Polish statute (Journal of Laws of 2016, item 669, as amended).

The fulfillment of the conditions concerning precursors trade is a pre-condition for the legal sale of precursors on Allegro that is in line with the General Terms & Conditions.

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