



*Valid from April 4, 2022.*

# 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

## **SUBSCRIPTION**

A service available for Users holding a Business Account that provides a number of tools to support sales on Allegro. There are three types of Subscriptions:

- a) Basic Subscription;
- b) Professional Subscription;
- c) Expert Subscription.

## **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 the 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. Meanwhile, sales not related to the User's business activity referred to in the previous sentence should be made via the Regular Account. However, a User using a Regular Account may convert it into a Business Account while commencing Allegro sales in connection with a business activity, with the proviso that such conversion of the account shall be subject to applicable.

## 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 (however, the method of activating the Account indicated in this paragraph 2.6. a. (ii) of the Terms & Conditions is available, subject to the other provisions of the Terms & Conditions, only to a User who completed the simplified Registration before 4 April 2022);

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.

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.

#### 2.17.

Users should update data in account settings, including their contact details. Business Account users should check for new correspondence from Allegro.

## 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.12

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.

#### 3.4.b.

After Offers for the same Goods are combined using appropriate Allegro functionalities, an additional Relevance criterion is applied to select Offers for the given Goods based on the following factors:

1. Paid promotion of the Offer (promoted Offers are displayed first);
2. Seller's quality level;
3. Selling mode of the Offer ('Buy Now' Offers are displayed first);
4. Condition of the Goods (products marked 'New' are displayed first);
5. Quality of the main photo of the Offer;
6. Price of the Goods;
7. Users' interest in the Offer;
8. Completion of obligatory Offer parameters.

#### 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.

### 3.7.

A User with a Regular Account may not create Offers for delivery outside the territory of Poland. Regular Account Offers shall be displayed in the search results only to the Users who have chosen the place of delivery within Poland.

## 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. 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 in other languages. 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/dla-sprzedajacych/godzina-wysylki-tego-samego-dnia-dla-wybranych-przez-ciebie-przewoznikow-i-dni-tygodnia-2YRGIGOGfR#wymagania-jakie-nalezy-spelnic-aby-kupujacy-zobaczyli-informacje-o-godzinie-wysylki-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. In the case of foreign delivery methods, the additional rules specified in Appendix No. 2 to the Allegro Terms & Conditions shall apply.

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:

- a. within 7 days in the case of Offers with the Buy Now option,
- b. 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,
- c. within 30 days in the case of Auctions.

The Buyer's failure to pay for the Goods in a timely manner and, - in the case of an Auction, - the additional transaction rebate granted to the Seller, will result in Allegro.pl automatically canceling the Transaction (except for the "OTC drugs" category). If the conditions for automatic cancellation of Auctions described above are not met within 30 days, Allegro.pl reserves the right to reassess. The abovementioned actions of Allegro.pl have 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/przewoźnicyzintegrowani-z-allegro-4RY6gKLZSD> 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/przewoźnicyzintegrowani-z-allegro-4RY6gKLZSD> 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.

The Buyer can edit or remove their rating once. Irrespective of the above, parties to a concluded agreement shall also 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 diacritica 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](https://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's currently published offers 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: Rozstrzyganie 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](mailto: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 (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 referred to in the preceding sentence, they should be resolved by reference to the original language version, except where the mandatory provisions of law require them to be resolved on the basis of a different language version.

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.

20.4.

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.



# Appendix No. 1.

## Appendix No. 1. Forbidden and restricted items

### Section 1. Forbidden items

The following Goods may not be offered in Offers:

1. Goods containing shocking pornographic content;
2. symbols or products that contain Goods propagating fascism or other totalitarian political system or that present content praising or promoting such a system or inciting hatred on the basis of differences related to nationality, ethnic origin, race or religious beliefs, or due to the lack of any religious beliefs or otherwise violating the prohibition referred to in paragraph 4.1. of the Allegro Terms & Conditions, except for items of artistic, educational, collector's or scientific value;
3. Goods violating personal rights of third parties;
4. Music, videos, software, and other Goods which infringe upon intellectual property rights;
5. Non-original products (the so-called "knock-offs", items that violate industrial property rights);
6. Explosives and hazardous chemical substances;
7. Drugs, psychotropic substances, intoxicants, cannabis seeds;
8. Medicinal products prescribed by doctors and other medicines, subject to Appendix No 14 to the Terms & Conditions;
9. Alcoholic beverages;
10. Tobacco products, subject to paragraph 2.2 below, electronic cigarettes, bases for liquids/aromas, liquids (including those without nicotine), refills and their parts;
11. Human or animal organs;
12. Live or dead animals (as well as their parts or derivative products) of species listed in currently applicable annexes A–D to Council Regulation (EC) No. 338/97 of 9 December 1996 on the protection of species of wild fauna and flora by regulating trade therein;
13. Dogs and cats marketed outside their place of breeding and farming, and animals without pedigree or birth certificate;
14. Shares in companies, stocks, bonds and other securities, receivables, shares in investment funds, insurance policies, and products and all other financial instruments offered as a form of cash investment, except for securities in the material form of collector's value only;

15. Virtual currencies within the meaning of Article 2(2)(26) of the Act on Counteracting Money Laundering and Terrorist Financing (Journal of Laws of 2021, item 1132, as amended), (including cryptocurrencies such as bitcoin, litecoin, dogecoin, etc.) and services and products related thereto;
16. Software that infringes a manufacturer's license, trial software, freeware, shareware, and abandonware;
17. Software adapted to perform actions violating the law or good practice;
18. Website and FTP server addresses (except for Internet domains);
19. Information and instructions not intended as service, in particular: tips on how to circumvent terms and conditions, use Internet systems that offer financial profits (e.g. payment for online banner display or for receiving emails, information such as "how to make...", "how to find...", "how to earn...");
20. Access to torrent websites, accounts in free websites, and services related thereto (e.g. "likes", reviews, comments);
21. Access to erotic/pornographic websites and virtual currencies used on such sites;
22. Accounts in partnership and loyalty programs and services related thereto;
23. Databases (including personal data or lists of email addresses);
24. Mail order and direct sales catalogs used to order goods, excluding outdated catalogs of collector's value only;
25. Cyfra+, Cyfrowy Polsat, and NC+ Cards, and devices owned by Orange Polska;
26. Master's, Bachelor's and other graduation theses, secondary school final exam papers, essays, and other similar papers and services related to creating such papers;
27. Stock exchange investment systems, and lottery and betting systems as well as services related to providing support in entering such lotteries and placing bets, except for official books with an ISBN number assigned;
28. Fishing tools and equipment the possession of which is restricted by law;
29. Weapons and ammunitions within the meaning of the Act on Weapons and Ammunitions, subject to Section 2, paragraphs 2.7–2.11 below;
30. Vehicle registration certificates and vehicle history cards offered without vehicles which they have been issued for and vehicles without documents, polish registration plates (also those of historic value);
31. Discount coupons in the form of a commitment entitling their holders to receive a discount or another benefit concerning a future purchase of Goods outside Allegro;

32. Electronic publications (e.g. books, poems, guides, the so-called “e-books”) listed outside the “E-books” category;

33. Gold in the form of gold bars and their copies and imitations, coins minted after 1800 (subject to Section 2, paragraph 2.14 2.14 below) or scrap gold, and silver in the form of bars and their copies and imitations and scrap;

34. Prepaid payment cards (the so-called “pre-paid cards”);

35. Registered prepaid phone cards;

36. Fake banknotes and coins remaining in circulation (counterfeit/imitations of Polish and foreign banknotes and coins);

37. Used items that should not be re-used for health or hygiene reasons; Applicable to items listed in the following categories:

Child > Health and hygiene > Hygiene products > Cotton face masks

Fashion > Clothes, footwear, accessories > Haberdashery and accessories > Cotton face masks

Vision correction>Contact lenses

Beauty>Care>Intimate hygiene>Sanitary towels

Beauty>Care>Intimate hygiene>Panty Liners

Beauty>Care>Intimate hygiene>Tampons

Beauty>Care>Intimate hygiene>Feminine intimate hygiene wipes

Health>Intimate health>Condoms

Health>Oral Hygiene>Accessories

Health>Oral Hygiene>Irrigators

Health>Oral Hygiene>Irrigator Nozzles

Health>Oral Hygiene>Replacement toothbrush heads

Health>Oral Hygiene>Teeth Pads

Health>Oral Hygiene>Dental floss

Health>Oral Hygiene>Pastes



Health>Oral Hygiene>Dentures and Braces Care

Health>Oral Hygiene>Mouthwashes

Health>Oral Hygiene>Toothbrush>Electric

Health>Oral Hygiene>Toothbrushes>Manual

Health>Oral Hygiene>Fresh breath

Health>Oral Hygiene>Plaque Disclosing

Health>Oral Hygiene>Whitening

Health>Oral Hygiene>Other

Hospital and medical office equipment>Shoe covers, gloves

Health>Hospital and medical office equipment>Disposable products

Health>Hygiene and Wound Care Products>Hygienic products

Erotica>Erotic Accessories and Gadgets>Anal plugs and probes

Erotica>Erotic Accessories and Gadgets>Sexual stimulation balls and eggs

Erotica>Erotic Accessories and Gadgets>Sex dolls

Erotica>Erotic Accessories and Gadgets>Penises and Dildos

Erotica>Erotic Accessories and Gadgets>Rings and caps>Caps

Erotica>Erotic Accessories and Gadgets>Rings and caps>Rings and clamps

Erotica>Erotic Accessories and Gadgets>Rings and caps>Extensions

Erotica>Erotic Accessories and Gadgets>Vaginas and masturbators

Erotica>Erotic Accessories and Gadgets>Vibrators>Classic

Erotica>Erotic Accessories and Gadgets>Vibrators>Natural

Erotica>Erotic Accessories and Gadgets>Vibrators>Stimulating G-spot

Erotica>Erotic Accessories and Gadgets>Vibrators>Multi-purpose

Erotica>Erotic Accessories and Gadgets>Vibrators>Sets

Erotica>Erotic Accessories and Gadgets>Vibrators>Other

Erotica>BDSM>Enemas

Erotica>BDSM>Speculum

Erotica>Condoms

38. All types of codes, passwords, tokens, keys, or accounts (hereinafter referred to collectively as "Codes") that allow access to and use of services that make it possible to watch or listen to multimedia content on the Internet, especially in the form of music, podcasts and films, e.g. Netflix, HBO Go, Cda Premium, VOD.pl, Player.pl, Spotify, Tidal, Storytel except for Codes offered by entities carrying out official, authorized activities related to their resale, operating under individual agreements concluded with Allegro.pl;

39. Codes and coupons of any type and in any form, in particular, vouchers (collectively, "Vouchers") which are redeemable for cinema tickets or other services or products offered at cinemas or which may be otherwise used at cinemas, except Vouchers provided by entities engaged in official and authorized Voucher resale business and operating under individual agreements with Allegro.pl.

40. Firecrackers.

41. Live animals and plants identified as posing a threat to the biodiversity of the European Union, specified on the list of invasive alien species established pursuant to Regulation (EU) No 1143/2014 of the European Parliament and of the Council of 22 October 2014 on the prevention and management of the introduction and spread of invasive alien species.

42. Any form of permanent or temporary access or use of an account or other set of resources (similar to accounts) on or in any website, program, or application, enabling the operation of and playing computer games, console games or mobile games, or including other functionalities and services related to these games, such as their purchase, installation, storage, reviewing, tracking their statistics, e.g., Steam, Epic Games Store, GOG, uPlay, Origin, PlayStation Network, Xbox Live. The prohibition referred to in this item 42 does not apply to the sales of accounts or other sets of resources on or in any website, program, or application that enable only client-based use of only computer games, console games, or mobile games the use of which is free of charge for anyone at any time.

43. All types of services or functionalities that are offered or provided through an account or a set of resources referred to in item 42 above.

44. In-vitro diagnostic medical devices (e.g., used to diagnose SARS-CoV-2 coronavirus infections) not intended for self-monitoring and devices other than the remaining exceptions referred to in Article 10(2) of the Medical Devices Act of 20 May 2010.

45. Machines (slot machines) within the meaning of the Gambling Act of November 19, 2009.

46. New (subject to paragraph 2.23 below) and used software sent electronically (ESD) listed in the category Electronics > Computers > Software.

47. OEM-licensed software listed in the category Electronics > Computers > Software.

48. Second-hand goods that should not be resold for safety reasons. This applies to items listed in the category Automotive > Chemicals (except for the subcategory Automotive > Car Care Products > Washing and Care > Tools and Accessories).

## Section 2. Restricted items

It is permitted to offer the following types of Goods in a Transaction, provided that they satisfy the terms and conditions referred to below and that the Goods description on the Transaction page contains the content indicated below ("Restricted Goods"):

1. Animals other than listed in Section 1, paragraphs 12 and 13 above; **Condition:** the Seller must guarantee safe and humanitarian transport conditions (preferably personal pick-up). **Required description elements:** statement on guaranteeing safe and humanitarian transport conditions.

2. Tobacco articles. **Condition:** they must be only of collectible nature. **Required description elements:** declaration on only collectible nature of the Goods.

3. Cyfra+, NC+ and Cyfrowy Polsat decoders. **Condition:** they may not be the property of Cyfra+, NC+, or Cyfrowy Polsat. **Required description elements:** providing the decoder serial number.

4. Audiobooks and videobooks that are not official publications. **Condition:** the Seller must be the sole author of the publication or its publisher. **Required description elements:** providing ISBN assigned to the publication listed in the National Library online database available at (e.g. <http://e-isbn.pl>).

5. Tickets for art, entertainment, or sports events. **Condition:** they can be offered only in the "Tickets" category by entities cooperating with Allegro.pl under separate agreements with the proviso that it does not apply to announcements within Allegro Lokalnie.

6. Warranty cards. **Condition:** they may not be a separate for sale item (must be attached to Goods that are subject to warranty).

7. Pepper Spray. **Condition:** they may be offered exclusively in the "Pepper Spray" category by retailers holding a license to sell goods intended for military and police use. **Required description elements:** providing the information on gas name, concentration, and composition.

8. Paralyzers (devices causing incapacitation by electroshock). **Condition:** they may be offered exclusively in the "Paralyzers" category by retailers holding a license to sell goods intended for military and police use. The average current value in the circuit may not exceed 10mA and the energy may not exceed 300mJ. **Required description elements:** providing the information on name, amperage, and manufacturer. Declaration on the average current value in the circuit not exceeding 10mA and energy not exceeding 300mJ. The following declaration: "The sale of devices causing incapacitation by

electroshock is governed by the Act of 22 June 2001 on conducting business activity related to the manufacture and sale of explosives, arms, ammunition, and goods and technology intended for military or police use (Journal of Laws of 2001, No. 67, item 679). Pursuant to this Act, sales of such products must be recorded and the Seller is obliged to keep records of Transactions concluded. Devices causing incapacitation by electroshock may be sold exclusively to people of legal age, upon checking their identity."

9. Firearms and their essential parts. **Condition:** separately loaded firearms (not using cartridges) manufactured before 1885 or their replicas. **Required description elements:** a declaration that a separately loaded firearm or its essential parts were manufactured before 1885 or that it is a replica.

10. Ammunition (e.g. bullets, mines, grenades) or its essential parts. **Condition:** ammunition must be deactivated. **Condition:** ammunition must be deactivated. **Required description elements:** a declaration that ammunition is deactivated.

11. Air Guns. **Condition:** bullet energy may not exceed 17J. **Required description elements:** a declaration that the bullet energy does not exceed 17J.

12. Mushrooms **Condition:** a certificate issued by a classifier or expert mycologist (except for cultivated mushrooms and mushrooms commercialized in other EU countries). **Required description elements:** a declaration that the mushrooms offered come with a relevant certificate and attaching to the Offer (its description) an electronic file containing the certificate or a clear image of the label containing the information required by law

13. Pyrotechnic materials other than listed in paragraph 1.40 above. **Condition:** they may be offered exclusively in the "Fireworks" category by retailers holding a license, on condition that they must not be delivered by the following entities: GEIS, Poczta Polska, Pocztex, DB Schenker, DHL, X-press, DPD **Required description elements:** providing the information on the manufacturer's or importer's name, product approval marking or certificate.

14. Goods from the "Investment Products" and the "Collectible Gold Coins categories. **Condition:** they may be offered only by entities operating under separate agreements concluded with Allegro.pl, however, under the "Investment Products" category, only Goods in which ores represent at least 50% of their value may be offered. The Seller:

a. In the case of a Business Account, the Account must have a "Recommended" rating of at least 98% in their Account. The dispatch time, timeframe specified by the Seller in the offer listing form, may not be longer than 24 hours.

b. In the case of a Regular Account, the Account must have a "Recommended" rating ratio of at least 99% in their Account. The dispatch timeframe specified by the Seller in the offer listing form may not be longer than 24 hours. At least 3 months have passed since full Account activation.

c. Following positive verification, i.e., when the requirements described in subparagraphs a) or b) are met, the Seller shall have the right to set up a new account dedicated solely to selling in the aforementioned categories



15. Goods from the category: "GSM Accessories" — "Antennas and amplifiers". **Required description elements:** providing information that: "Self-assembly and use of GSM/UMTS/LTE amplifiers, also called repeaters, by unauthorized persons is prohibited by law. Only mobile network operators are authorized to install such devices. The failure to comply with this condition may be considered as an act subject to a fine and, in the event of persistent violation of the same, to restriction of liberty or imprisonment for up to 2 years."

16. Boilers (Solid fuel Stoves). **Condition:** Certificate (test certificate for boilers (solid fuel stoves) confirming the possibility of placing the boiler (solid fuel stove) on the market in accordance with European standard EN 303-5:2012. **Required description elements:** an electronic file containing the certificate or a clear image thereof should be attached to the Offer (its description).

17. Plants for planting and seeds referred to in Regulation (EU) 2016/2031 of the European Parliament of the Council of 26 October 2016 on protective measures against pests of plants, amending Regulations (EU) No 228/2013, (EU) No 652/2014 and (EU) No 1143/2014 of the European Parliament and of the Council and repealing Council Directives 69/464/EEC, 74/647/EEC, 93/85/EEC, 98/57/EC, 2000/29/EC, 2006/91/EC and 2007/33/EC. **Condition:** A passport authorizing to move plants issued by an authorized registered operator. **Required description elements:** an electronic file containing the passport or a clear image thereof should be attached to the Offer (its description).

18. Goods from the "Fuels" category. **Condition:** They may be offered only by Users who have registered a Business Account and hold a liquid fuel sales license ('OPC' license). **Requirements:** entering into a separate agreement with Allegro.pl. The Seller must not offer the shipping of such Goods abroad.

19. Vouchers exchangeable for medical services provided remotely, using a chat or teleconsultation. **Condition:** they can be offered in the "Telehealth (Vouchers)" category only by entities cooperating with Allegro.pl under separate agreements.

20. Remote courses, training, workshops. **Condition:** they can be offered in the "Online courses" category only by entities carrying out, among others, educational activities and cooperating with Allegro.pl under separate agreements.

21. Restricted 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. **Condition:** They may only be offered by Users who have registered a Corporate Account and who have listed, in their Offer, each precursor in the Ware that is the subject matter of the Offering and the concentration of each precursor.

22. Regulated 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. **Condition:** They may only be offered by Users who have listed, in their Offer, each precursor in the Ware that is the subject matter of the Offering and the concentration of each precursor.



23. Medical devices (e.g. pulse oximeters and thermometers). **Condition:** CE marking with a four-digit number of the notified body, markings in the Polish language and a user manual in the Polish language.

**Required description elements:** the Offer includes (in its description) a clear photo of the CE marking with a four-digit number of the notified body, marking in Polish, and the information on the availability of the user manual in Polish.

24. New software sent electronically (ESD) listed in the category Electronics > Computers > Software.

**Condition:** it can be offered only by entities that cooperate with Allegro.pl under separate agreements

25. DVB-T2 TV decoders (tuners). **Condition:** They must meet the requirements specified in the Regulation of the Minister of Digitization of October 7, 2019, on technical and operational requirements for digital receivers (i.e., Journal of Laws of 2021, item 515). **The most important required description elements:** Providing information that the decoder (tuner) operates in the H.265 / HEVC video standard, the MPEG-2 Audio Layer 2 and Dolby E-AC-3 / Dolby Digital Plus audio standard and, in the case of receiver that can be connected to Internet, that it has support for hybrid television in the HbbTV standard, version at least 2.0.1.

## Appendix No. 2

### Appendix No. 2: Rules on creating Offer description

#### Section 1. DESCRIPTION OF THE OFFER

##### 1.1.

In order to create an Offer description, the Seller shall fill in the sale form available on a relevant Allegro page, providing, in particular, the Offer title, the description of the Goods, specifying category corresponding to the nature and type, and how the Transaction is to be carried out (including specifying the Offer duration and, at the Seller's discretion: specifying the starting price, optionally the minimum price, and indicating whether the Buy It Now option should be enabled), and terms of payment. The Offer description should be supplemented with at least one image presenting the Goods on offer. In the sale form, the Seller may also determine a particular manner of presenting and promoting the Offer on Allegro by selecting additional options.

##### 1.2.

An Offer description must not include content that infringes law and Allegro Terms & Conditions, and words, phrases, or expressions that violate moral norms (except for the "Erotica" category due to its specific nature), and drastic content.

##### 1.3.

Essential provisions related to an Offer should be presented as a text in the Polish language, except where Allegro enables Users to enter Offer contents in a language other than Polish by means of functionalities made available to Users. In their Offer, a User may present content saved on third-party servers (not belonging to Allegro.pl), however, this does not apply to essential content.

##### 1.4.

The "Description" field in an Offer, its title and parameters may contain only information regarding the offered Goods, except for additional information on the producer of the Goods and information about other Goods available in the Seller's Offers is permitted in the "Description" field. Information mentioned in the preceding sentence is considered additional and may not represent the majority of the Offer's description. Other information should be posted under appropriate tabs (shipping details under the "Shipping and payment" tab, warranty terms under the "Warranty" tab, the description of the complaint procedure under the "Complaint" tab, the information about termination of the agreement without giving a reason under the "Returns" tab, information about the seller under the "About the seller" tab). If

any value in the "Parameters" field of the Offer is not completed by the Seller or is completed in an ambiguous way (e.g., other, different, another, Another brand, Another color, Another type, Another material, Another manufacturer, Another size, Another pattern, Another shape, Another number, Another value, Another use, Another sleeve, Another diameter, Another format, Another width, Another style, etc.) , specific data in this field may be populated by Allegro.pl based on appropriate and unambiguous information included by the Seller in other fields of the Offer. Allegro.pl will inform the Seller of the change referred to in the previous sentence, allowing the Seller to revoke the change by editing the Offer. Save for exceptions provided for in other provisions of the Allegro Terms & Conditions, contact details must be provided only in places specifically designated for that purpose. In the case of Offers posted in the category: "Food > Catering", the "Description" field may contain contact details and information related to the Goods delivery. The above rules do not apply to Offers for which separate agreements made with entities cooperating with Allegro.pl otherwise specify the terms and conditions concerning their description.

## 1.5.

Images included in an Offer must relate only to the offered Goods. Goods may be presented in the context of their use or arrangement. An image may present certificates, technologies, graphic elements (e.g. arrows). Captions are forbidden, except for brand/manufacturer logos, colors and patterns, and the number and unit.

## 1.6.

Banners in the Offers list may not contain advertisements, promotional and classified ad content regarding activities conducted outside Allegro, and contact details. Brand/manufacturer logos are allowed.

## 1.7.

An image in the background is a graphic presentation of the profile of activities and the type of products sold at Allegro and must not include contact information, promotional content, and announcements related to any activities carried out outside Allegro. Users may provide their login and brief information on the profile of their activities carried out at Allegro. The information referred to in the preceding sentence shall be provided as additional information and may not fill a major part of the image.

## 1.8.

Headers may not contain text and contact details. Promotional and classified ad content regarding activities conducted outside Allegro is also prohibited. Brand/manufacturer logos and information indicating the official nature of sale conducted on the Account are allowed.

## 1.9.

Attachments to an Offer must be related to the offered item. They may not contain the same information as included in the "Description" field. The content of an attachment must be related to the type of the

selected attachment. Information contained in attachments may not violate other provisions of the Allegro Terms & Conditions.

1.10.

An Offer may not contain advertisements, promotional and classified ad content (e.g. offers to buy/exchange anything) and other elements to help purchase goods and services outside Allegro.

1.11.

As part of an Offer, the Seller may not allow the Buyer to decide on one or more of such essential features of the Goods as size or model, etc. In an Offer including multiple units of the Goods, the Seller may allow the Buyer to select a color or a graphic pattern on condition that the Seller presents current information on the number of available colors or graphic patterns.

In addition, in Offer categories Health > Vision correction > Contact lenses, and Health > Vision correction > Sets (contact lenses + solutions), the selection of contact lenses power can be enabled provided the Seller provides up-to-date availability information.

1.12.

1. In the case of multiple-variation Offers, Offers concerning Goods with the same intended use, of the same brand, or listed in the same category may be combined.

2. Those User's Offers that cover variations of specific Goods (i.e. advertise the same product but in other color or size) may be combined into a multi-variant Offer. Allegro.pl may automatically combine the User's Offers into a multi-variant Offer, subject to the same process as that applicable to the User, including by splitting already existing multi-variant Offers of a User.

Offers related to given Goods in various sizes and in the same color, combined into a multi-variant Offer will not be listed separately and will only be displayed as part of the relevant multi-variant Offer. A multi-variant Offer will be shown on the product list using the most accurate component Offer of the multi-variant Offer that matches the search criteria best.

Where multiple User's Offers refer to the same Goods (i.e. where they advertise the same product in the same color or size), only one of such Offers may be included in a multivariate Offer. Where a multi-variant Offer is created by Allegro.pl, one such Offer for the same Goods will be selected at random.

The User may vary multi-variant Offers only with the dedicated functionalities of the User Account. Allegro.pl may delete or vary those User's multi-variant Offers which violate the rules of creating multi-variant Offers.

The provisions on multi-variant Offers in this paragraph 1.12.2 apply only to Offers in the following categories:

- Home and Garden > Tools > Protective Workwear (except "Accessories" subcategory)

- Child > Shoes
- Child > Clothes (except for "Accessories", "Others" within "Infant clothes" subcategory and "Waterproof" within "Trousers" subcategory)
- Company > Industry > Protective clothes and EHS > Clothes (except "Other" subcategory)
- Collections and art > Handmade craft > Handmade items > Clothes
- Culture and Entertainment > Movies > Gadgets, accessories > Clothes
- Culture and Entertainment > Games > Gadgets > T-shirts
- Fashion > Jewelry and Watches > Women's Jewelry ("Bracelets", "Choker", "Beads", "Necklaces", "Ear cuffs" "Rings, Wedding rings", "Neck chains" subcategory)
- Fashion > Jewelry and Watches > Child jewelry ("Bracelets", "Necklaces, neck chains" subcategory)
- Fashion > Jewelry and Watches > Men jewelry ("Bracelets", "Signet rings, wedding rings", "Neck chains, necklaces" subcategory)
- Fashion > Jewelry and Watches > Wedding jewelry ("Bracelets", "Necklaces", "Wedding rings", "Engagement rings" subcategory)
- Fashion > Jewelry and Watches > Devotional articles
- Fashion > Jewelry and Watches > Piercing > Jewelry
- Fashion > Clothes, Shoes, Accessories > Women's underwear (except "Bra - accessories" and "Garter" subcategory)
- Fashion > Clothes, Shoes, Accessories > Men's underwear
- Fashion > Clothes, Shoes, Accessories > Pregnancy and Motherhood
- Fashion > Clothes, Shoes, Accessories > Haberdashery and accessories ("Headwear", "Belts", "Gloves" subcategory)
- Fashion > Clothes, Shoes, Accessories > Footwear " ("Women's" and "Men's" subcategory)
- Fashion > Clothes, Shoes, Accessories ("Women's clothes" and "Man's clothes" subcategories)
- Fashion > Clothes, Shoes, Accessories > Disguises, costumes, masks ("Women's costumes" and "Men's costumes" subcategories)
- Fashion > Clothes, Shoes, Accessories > Wedding and reception > Women's accessories > Boleros and stoles

- Fashion > Clothes, Shoes, Accessories > Wedding and reception ("Wedding footwear" and "Wedding dress" subcategory)
- Automotive > Motorcycle parts and accessories > Wear ("Headwear", "Suits", "Balaclava", "T-shirts and sweatshirts", "Jacket", "Footwear", "Gloves" and "Trousers" subcategories)
- Sports and Travel > Running > Shoes
- Sports and Travel > Running > Clothes (except for "Neck warmers, kerchiefs, bandannas" subcategory)
- Sports and Travel > Military supplies > Shoes
- Sports and Travel > Military supplies > Clothes (except for "Other" subcategory)
- Sports and Travel > Bicycles and accessories ("Shoes" and "Clothes" subcategories)
- Sports and Travel > Gym and fitness > Shoes
- Sports and Travel > Gym and fitness > Clothes (except for "Other" category)
- Sports and Travel > Skating, slackline > Clothes, shoes, accessories
- Sports and Travel > Team sports > Fan Gear ("T-shirts" and "Headgears" subcategories)
- Sports and Travel > Team sports > American Football > Clothes
- Sports and Travel > Team sports > Hockey and floorball > Clothes ("T-shirts, Sweatshirts" and "Trousers")
- Sports and Travel > Team sports > Basketball ("Shoes" and "Clothes" subcategories)
- Sports and Travel > Team sports > Football > Referee gear > T-shirts
- Sports and Travel > Team sports > Football > Shoes
- Sports and Travel > Team sports > Football > Clothes (except for "Hats" and "Other" subcategories)
- Sports and Travel > Team sports > Handball ("Shoes" and "Clothes" subcategories)
- Sports and Travel > Team sports > Rugby > Shoes
- Sports and Travel > Team sports > Rugby > Shoes > Clothes ("T-shirts, Sweatshirts" and "Trousers" subcategories)
- Sports and Travel > Team sports > Volleyball > Shoes

- Sports and Travel > Team sports > Volleyball > Clothes (except for "Other" subcategory)
- Sports and Travel > Extreme sports > Aviation > Clothes
- Sports and Travel > Extreme sports > Climbing ("Shoes" and "Clothes" subcategories)
- Sports and Travel > Other Sports and Leisure > Golf > Clothes
- Sports and Travel > Other Sports and Leisure > Horse riding > Shoes
- Sports and Travel > Other Sports and Leisure > Horse riding > Clothes (except for "Vests" subcategory)
- Sports and Travel > Other Sports and Leisure > Nordic walking > Clothes
- Sports and Travel > Other Sports and Leisure > Dance ("Shoes" and "Costumes" subcategories)
- Sports and Travel > Martial Arts > Boxing ("Shoes", "Clothes" and "Gloves" subcategories)
- Sports and Travel > Martial Arts > MMA ("Clothes" and "Gloves" subcategories)
- Sports and Travel > Martial Arts > Asian martial arts > Shoes
- Sports and Travel > Martial Arts > Wrestling ("Shoes" and "Clothes" subcategories)
- Sports and Travel > Water Sports > Swimming ("Shoes and flip-flops" and "Swimsuits" subcategories)
- Sports and Travel > Water Sports > Windsurfing ("Shoes" and "Clothes" subcategories)
- Sports and Travel > Water Sports > Sailing ("Shoes" and "Clothes" subcategories)
- Sports and Travel > Winter Sports > Clothes
- Sports and Travel > Tennis and Racquet Sports > Squash > Footwear
- Sports and Travel > Tennis and Racquet Sports > Squash > Wear (except "Sweatshirts" and "Trousers" subcategory)
- Sports and Travel > Tennis and Racquet Sports > Lawn Tennis > Footwear
- Sports and Travel > Tennis and Racquet Sports > Lawn Tennis > Wear (except "Sweatshirt" and "Trousers" subcategory)
- Sports and Travel > Travel > Footwear
- Sports and Travel > Travel > Wear (except "Headwear", "Gaiter", and "Other" subcategory)

- Sports and Travel > Fishing > Footwear
- Sports and Travel > Fishing > Wear (except "Other" subcategory)
- Health > Hospital and consulting room equipment > Medical wear and footwear (except "Medical cap" subcategory)

In all other categories and subcategories multi-variant Offers are governed by paragraph 1.12.1 above.

## 1.13.

An Offer description, including its title and parameters, must not contain any keywords to manipulate the results of the Goods search on Allegro.

## 1.14.

Elements of HTML, JavaScript, Java, or other programming languages, or any other technologies may not be used to carry out any negative actions affecting the operation of Allegro or misleading other Users.

## 1.15.

In the description of an Offer, the Seller may post website addresses (in any form, e.g. links) only if:

- a. no commercial activity is carried out by means of these websites and the sole aim of the linked content is to present additional information on the Goods;
- b. it is the object of the Offer itself, e.g. a domain name, hosting service, Internet service.

## 1.16.

For Offers published in the listing categories: "Cars", "Real Estate", "Holidays", "Live Animals", "Machinery", "Trailers, Semitrailers", "Other Vehicles and Boats", "Motorcycles and Quads", "Services" by entities acting on the basis of separate agreements concluded with Allegro.pl, it is allowed to display the address of the Seller's website. However, such address may only be displayed on images and headlines within the Offer or banners included in the list of Offers and it cannot lead to websites providing the same or similar services as Allegro (i.e. websites publishing offers or ads submitted by Internet users).

## 1.17.

As part of an Offer, the Seller may grant a discount or offer a free gift to be added to the Goods provided that the person to receive the discount or free gift is not selected in drawing. Both a discount and a free gift must be specified in an unambiguous manner.

## 1.18.

The Seller must indicate in their sale form the order shipping time.



1.19.

The price of the Goods specified in an Offer by the Seller must be a gross price (it does not apply to categories not subject to sales commissions indicated in Appendix No. 4. Section 3: Sales commissions and Classifieds that are not charged a fee for Transaction services).

1.20.

An Offer description must not contain any information that would in any way differentiate Buyers' statuses in terms of using the payment service specified in Appendix No. 7 to the Terms & Conditions.

1.21.

In the categories: "Jewelry and Watches", "Delicatessen", "Erotica", „Movies", "Photography" and "Consoles and Gaming Machines", the number of Offers posted simultaneously by a Seller with a Business Account may not exceed 30,000.

## Section 2. IMAGES (THUMBNAILS)

The Seller shall present their Goods on at least one image (thumbnail) posted on the server belonging to Allegro.pl. The image must meet the following requirements:

2.1.

Goods must be presented in the photo in a way which does not cast any doubts as to the actual and real object of sale as part of a given Offer.

2.2.

Goods should be presented against a white, uniform background (RGB 255.255.255). The exceptions include books, films, music, and software the covers of which can fill the entire surface of an image, and images in the "Fashion — Outlet" category and in Offers in the case of which separate agreements with entities cooperating with Allegro.pl may determine different conditions for the presentation of Goods. A thumbnail may not contain any extra elements, especially texts, graphical elements, frames, logos, etc.

2.3.

If significant characteristics (color, taste, smell) cannot be presented in an image of the Goods, they may be defined graphically in the thumbnail.

2.4.

Goods may be presented in the context of its use or arrangement (e.g. by presenting a gazebo with a garden in the background) when one of the following conditions is met:

a. Goods are offered with the parameter other than "new", "new with a defect" or "new without tags" in an Account other than Business Account;

b. Goods with the parameter other than “new” are presented in the category:

- Automotive > Car parts
- Automotive > Motorcycle parts and accessories
- Automotive > Parts for other vehicles
- Automotive > Parts for machines
- Automotive > Tires and Rims

c. Goods offered for Auction are presented in the category: Fashion > Clothes, Shoes, Accessories

d. Goods are presented in the category:

- Home and Garden > Garden > Plants
- Home and Garden > Garden > Garden architecture > Gazebos, sheds, roofs
- Pet Supplies > Aquaristics > Aquarium animals
- Pet Supplies > Aquaristics > Plants and care > Plants
- Pet Supplies > Terrariums and Other > Terrarium Pets
- Collections and Art > Antiques and Art (except for the “Art Supplies” subcategory)
- Collections and Art > Collections
- Collections and art > Handmade craft > Handmade items
- Child > Child’s bedroom > Furniture > Furniture sets
- Home and Garden > Furniture > Kitchen > Kitchen furniture sets
- Home and Garden > Furniture > Teenager’s bedroom > Furniture sets
- Home and Garden > Furniture > Child’s bedroom > Furniture sets
- Home and Garden > Construction and Accessories > Floors > Floorboards
- Home and Garden > Construction and Accessories > Floors > Laminate Flooring
- Home and Garden > Construction and Accessories > Floors > Floor tiles

- Home and Garden > Construction and Accessories > Floors > Parquet
- Home and Garden > Construction and Accessories > Walls and Facades > Wallpapers
- Home and Garden > Furniture > Bathroom and toilet > Bathroom furniture sets
- Home and Garden > Furniture > Bedroom > Furniture sets
- Home and Garden > Furniture > Bedroom > Beds
- Home and Garden > Furniture > Living room > Sofas
- Home and Garden > Furniture > Living room > Furniture sets
- Home and Garden > Furniture > Living room > Corner sofas
- Home and Garden > Furniture > Living room > Sofa and armchairs sets
- Home and Garden > Furnishings and fittings > Tableware > Dishwares
- Home and Garden > Equipment > Holiday and Occasional Decorations – Christmas > Christmas Lights
- Home and Garden > Equipment > Holiday and Occasional Decorations – Christmas > Outdoor Christmas lights
- Home and Garden > Equipment > Holiday and Occasional Decorations – Christmas > Christmas illuminations
- Home and Garden > Equipment > Holiday and Occasional Decorations - Christmas > Christmas > Lighting projectors
- relating to the sale or rental of real estate, as well as in the categories: "Services", "Holidays", "Automotive" (in the subcategories: "Cars", "Motorcycles and Quads", "Machinery", "Other Vehicles and Boats" and "Trailers, Semitrailers") and in the "Live Animals" subcategory

## 2.5.

Goods offered by entities acting on the basis of separate agreements with Allegro.pl, in the following categories:

- Automotive > Car parts
- Automotive > Motorcycle parts and accessories > Motorcycle parts
- Automotive > Motorcycle parts and accessories > Quad parts

- Automotive > Parts for machines

The image (thumbnail) may present a technical drawing related to the Goods on offer.

2.6.

Goods delivered by electronic means do not have to meet the conditions referred to in items 2.2–2.5 above; however, the thumbnail may not violate other provisions of the Terms & Conditions (e.g. contain advertisements, promotional and advertising content regarding activities carried out outside Allegro and contact details).

## Section 3. ADDITIONAL OPTIONS

When creating an Offer, the following additional options shall be made available to the Seller for a fee:

3.1.

**Bold** — the Offer title in the results of Goods search on Allegro is bolded;

3.2.

**Highlight** — the background at which the Offer information is shown in the results of Goods search on Allegro is in a different color;

3.3.

**Feature** — the Offer information is presented on “the list of promoted offers”, i.e. in a clearly marked spot in the results of Goods search on Allegro, above the titles of Offers posted by the Sellers who did not choose the additional option in question;

3.4.

**Category page** — the Offer information is presented on the department’s main page (the page displayed directly upon selecting the department name from the catalog presented on Allegro homepage), using a mechanism that each time randomly selects five Offers to display. The option does not apply to Offers from the “Erotica” category, and “Live Animals” subcategory in the “Home and Garden” category;

3.5.

**“Feature + Bold + Highlight” Package** — an Offer is promoted simultaneously on principles specified above in points 3.1–3.3. The fee for this package is lower than the aggregate fee for all individual options from the package bought separately.

In the case of Offers posted as part of Allegro Shops service, the fee for this package is the same as the aggregate fee for all individual options.

This Section 3 shall not apply to Offers available in the category: Child> Feeding> Baby Foodss> Formulas> First Milk.

## Section 4. PRODUCT CATEGORIES

The Seller may publish the images of the Goods and the corresponding graphic elements or brand/manufacturer logos within the item series, which are used to present Offers posted on Allegro by a given Seller. It is prohibited to publish within the item series any advertisements, promotional ad content, announcements, any content related to the Seller's activity either on or outside Allegro, as well as any contact data.

## Section 5. DELIVERY COSTS FOR FOREIGN DELIVERY METHODS

5.1. The costs of delivery of Goods specified in the Offer to the countries listed below may not be higher than the values listed below:

Country of delivery	Maximum delivery cost for the Buyer in PLN
Austria	37.99
Belgium	39.99
Bulgaria	69.99
Croatia	39.99
Czech Republic	31.99
Denmark	68.99
Estonia	39.99
Finland	86.99
France	69.99
Greece	99.99
Spain	79.99
The Netherlands	27.99
Ireland	69.99
Lithuania	35.99
Luxembourg	46.99

Latvia	<b>25.99</b>
Germany	<b>27.99</b>
Portugal	<b>79.99</b>
Romania	<b>27.99</b>
Slovakia	<b>31.99</b>
Slovenia	<b>39.99</b>
Sweden	<b>79.99</b>
Hungary	<b>25.99</b>
Italy	<b>69.99</b>

5.2. If the costs of delivery to any of the above countries included in the Offer are higher than those in paragraph 5.1, the Offer shall not be displayed in the search results to Users who have chosen the place of delivery in that country.

## Appendix No. 3

### **Appendix No. 3. Policy on technical breaks and compensation for technical failures**

#### Section 1. TECHNICAL BREAKS

1. In order to develop Allegro and minimize the risk of failures, Allegro.pl shall make periodical technical breaks to introduce modifications in the IT system. If possible, such breaks shall be made during night hours and Users shall be informed about the time and predicted duration of a break at least with a few hours' notice.

2. The impact of technical breaks on the course of Offers shall be as follows:

- a. Offers scheduled to end during the break and the technical break is shorter than 12 hours—shall be extended automatically by 24 hours (i.e. their original deadline shall be postponed by 24 hours);
- b. Offers posted upon the start of the break and the technical break is longer than 12 hours—shall be extended automatically by 24 hours.

#### Section 2. TECHNICAL FAILURES

1. A technical failure shall mean an event when all or a vast majority of Users, at a given time due to issues related to Allegro IT system, have lost their ability to use the basic functions on Allegro, including but not limited to their ability to log in, browse Offers and buy Goods offered in Offers.

2. In the event of a technical failure:

- a. Offers scheduled to end during the period of the technical failure and in the period of 15 minutes after its elimination, when the technical failure lasts shorter than 6 hours—shall be extended by 24 hours;
- b. Offers posted upon the start of the failure and the technical failure lasts longer than 6 hours but shorter than 24 hours—shall be extended by 24 hours;
- c. Offers posted upon the start of the failure and the technical failure lasts longer than 24 hours—shall be extended by a multiple of the period of 24 hours as appropriate, where this multiple shall be calculated each time from the subsequent commenced period of 24 hours of the failure duration.

Regardless of the duration of a technical failure, if any Offer could not be extended for technical reasons and it ended during the failure, all fees and sales commissions related to this Offer shall not be charged and those already collected shall be reimbursed within 14 days at the latest from the date of the failure.

#### Section 3. TECHNICAL ERRORS



A technical error shall mean any technical issue related to the operation of Allegro IT system other than the issue indicated in Section 2 above. Allegro.pl shall take the decision on any compensations and reimbursements each time after eliminating a technical error, taking account of the error type, duration, and the scale of its negative consequences.

## Section 4. INFORMATION

Information regarding technical breaks, technical failures, or technical errors shall be posted in the "Help Center" section under "News".



# Appendix No. 4

## Appendix No. 4 Fees and sales commissions

### Table of contents

- Section 1. General comments
- Section 2. Basic fees for listing Merchandise
- Section 3. Sales for Business Accounts
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- Section 4 A. Fees on Allegro Lokalnie
- Section 5. Delivery and additional services costs
- Section 6. Settlements
- Section 7. The procedure for granting transaction discount (in connection with sales commission collected or charged)
- Section 8. No-VAT Settlements

### Section 1. General comments

1. Allegro.pl charges the following fees and sales commissions for Transaction organization services provided as part of Allegro.pl:

a. basic fees for posting an Offer,

b. fees for additional options

c. sales commissions on the sale of Merchandise

d. fees for the handling of Transactions by Allegro.pl in the case of Classifieds with the „Buy now” option and Classifieds with Auction and fees for listing Classifieds in the subcategories: “Cars”, “Motorcycles and



Quads", "Machinery", "Trailers and Semitrailers" and "Other Vehicles and Boats" in the "Automotive" category on Allegro Lokalnie.

2. Fees referred to in subparagraphs a, b, and d of the above paragraph are non-refundable. The exception to this are situations described in Section 2, subparagraph 2 of this Appendix.

3. Allegro.pl may charge fees for other services provided in Allegro. The amount of such fees is set individually in the terms and conditions of a given service.

4. All amounts set forth in this Appendix are **gross amounts** (they include a tax on goods and services, i.e. VAT). If the amount of fee or sales commission is set as a percentage of a given amount (e.g. of the selling price), the **gross amount** (including VAT) shall be the basis for calculating such fee or sales commission. Sales commission amounts are rounded up to a full grosz.

5. It is inadmissible for the Seller to charge Transaction costs directly to the Buyer (in particular the fees for posting the Offer, additional options, and fees for making card payments, or sales commissions).

## Section 2. Basic fees for listing Merchandise

1. Posting an Offer on Allegro is free in all categories except for those specified in subparagraph 5.

2. If Allegro decides to delete or terminate the Offer before due time on terms described in the Terms & Conditions, the fees listed in subparagraphs 1a and 1b of Section 1 are refundable less an amount pro-rata to the time for which the Offer was posted in Allegro.

3. The basic fee is charged once the Offer is posted, and collected on the general terms described below.

4. If the Offer is posted for more than 10 days, fees for listing a Transaction will be calculated every 10 days, in accordance with the price list presented below, except for the listing categories: "Cars", "Real Estate", "Holidays", "Live animals", "Machinery", "Trailers, Semitrailers", "Other Vehicles and Boats", "Motorcycles and Quads", "Services".

5. Amount of basic and per pack fees:

### A. List of Offer Categories in which fees per pack are charged for posting an Offer:

"Cars", "Machinery", "Trailers, Semitrailers", "Other Vehicles and Boats" for Regular Account:

Pack name	Duration	Content	Price
Lite	1 day	-	PLN 4.90
Turbo	10 days	-	PLN 24.90
Nitro	30 days	-	PLN 49.90

"Motorcycles and Quads" for Regular Account:

Pack name	Duration	Content	Price
Lite	1 day	-	PLN 1.90
Turbo	10 days	-	PLN 9.90
Nitro	30 days	-	PLN 19.90

"Real Estate":

Pack name	Duration	Pack content	Listing fee
Basic	10 days	-	PLN 20
Power	50 days	highlight for 10 days + bold for 10 days	PLN 59
Max	90 days	Offer feature for 10 days	PLN 99

"Holidays", "Live Animals":

Pack name	Duration	Pack content	Listing fee
Basic	10 days	-	PLN 20
Power	50 days	highlight for 10 days + bold for 10 days	PLN 29
Max	90 days	Offer feature for 10 days	PLN 39

"Services":

Pack name	Duration	Listing fee
Basic	10 days	PLN 9

**B. List of Offer Categories in which per pack flat-rate fees are charged for posting an Offer for Business Accounts:**

"Cars", "Real Estate", "Holidays ", "Live Animals":

Pack name	Duration	Listing fee
Basic	10 days	PLN 20
Power	20 days	PLN 40
Max	30 days	PLN 60

"Machinery", "Trailers, Semitrailers", "Other Vehicles and Boats":

Pack name	Duration	Listing fee
Basic	10 days	PLN 25
Power	20 days	PLN 50
Max	30 days	PLN 75

"Motorcycles and Quads", "Services":

Pack name	Duration	Listing fee
Basic	10 days	PLN 9
Power	20 days	PLN 18
Max	30 days	PLN 27

**C. List of Categories in which the basic fee depends on the initial price [1] of the Merchandise:**



a. For Regular Accounts:

"Collections", "Antiques and Art".

Initial price	Basic fee
up to PLN 100	PLN 0.05/10 days
from PLN 100.01 to PLN 500	PLN 0.15/10 days
above PLN 500.01 to PLN 1000	PLN 0.60/10 days
above PLN 1000	PLN 1.00/10 days

"OTC drugs"

Initial price	Basic fee
up to PLN 10	PLN 0.50/10 days
from PLN 10.01 to PLN 25	PLN 1.00/10 days
above PLN 25.01 to PLN 50	PLN 2.00/10 days
above PLN 50	PLN 5.00/10 days

b. For Business Accounts:

"Collections", "Antiques and Art":

0.1% of the initial price. Not less than PLN 0.05. Up to PLN 2.5 /10 days.

"OTC drugs"

Initial price	Basic fee
up to PLN 10	PLN 0.50/10 days
from PLN 10.01 to PLN 25	PLN 1.00/10 days
above PLN 25.01 to PLN 50	PLN 2.00/10 days

above PLN 50	PLN 5.00/10 days
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“Other categories not listed under paragraphs A–C and all Offers marked with the parameter “New” in the categories listed in paragraph D”:

Initial price	Basic fee
above PLN 10 000	PLN 1.00/10 days

**D. List of Categories in which the basic fee depends on the initial price [1] of the Merchandise (applies to all Offers except for those marked with the status parameter “New”):**

a. For Regular Accounts:

“Tires and Rims”:

Initial price	Basic fee
up to PLN 100	PLN 0.10/10 days
from PLN 100.01 to PLN 500	PLN 0.30/10 days
above PLN 500	PLN 0.60/10 days

“Car parts”, “Parts for machinery and other vehicles”, “Motorcycle parts and Equipment”, “Car equipment and Accessories” (except for “Car electronics” subcategory):

Initial price	Basic fee
up to PLN 100	PLN 0.10/10 days
from PLN 100.01 to PLN 500	PLN 0.30/10 days
from PLN 500.01 to PLN 1000	PLN 0.60/10 days
above PLN 1000	PLN 1.00/10 days

b. For Business Accounts:

“Car parts”, “Parts for machinery and other vehicles”, “Motorcycle parts and Equipment”, “Tires and Rims”, “Car Care Products”, “Car equipment and Accessories” (except for “Car electronics” subcategory):

Initial price	Basic fee
up to PLN 100	PLN 0.20 / 10 days
from PLN 100.01 to PLN 500	PLN 0.40 / 10 days
from PLN 500.01 to PLN 1000	PLN 0.60 / 10 days
above PLN 1000	PLN 1.00 / 10 days

[1] — Initial price = Buy It Now price or, in case of an Auction, starting price

#### **E. The list of Categories in which fees are charged on the terms provided for in separate agreements with Allegro.pl:**

“Tickets”.

5a. For the automatic re-listing of an Offer in the following categories: “Cars”, “Real property”, “Holidays”, “Live animals”, “Machines”, “Trailers, semi-trailers”, “Other vehicles and boats”, “Motorcycles and quads”, “Services”, per-pack fees referred to in paragraph 5A and B above, listing the Offer will be charged each time when the Offer is re-listed.

6. The fee for keeping an Offer active on Allegro is charged 365 days after the Offer was posted and amounts to PLN 0.10 per every 10 days, except for the categories listed below:

“Culture and Entertainment”, “Fashion” (except for the “Footwear” sub-category), “Clothes” in the “Kids” category, “Beauty”, “Health”, in which the fee for keeping an Offer active on Allegro is charged 365 days after the Offer was posted and amounts to PLN 0.05 per every 10 days.

Footwear sub-categories in the “Fashion” and the “Kids” categories, “Sport and Travel”, “Supermarket”, in which the fee for keeping an Offer active on Allegro is charged 365 days after the Offer was posted and amounts to PLN 0.15 per every 10 days.

The fee is not charged for offers for which an agreement was entered into by and between the Users in the preceding 365 days and in categories referred to in subparagraph 5 A-D above.

### **Section 3. Sales commissions for Business Accounts**

1. A sales commission is charged each time upon the conclusion of an agreement within the Transaction. A sales commission is calculated in accordance with the sales commission rate in the category in which the Offer was posted or to which the Offer was transferred by the Seller or by Allegro.pl in accordance with the provisions of the Allegro Terms & Conditions.

2. The sales commission amount depends on the final price and cost of delivery, which the Buyer selected.

3. The minimum value of sales commission charged each time for every item depends on the category:

"Construction Work and Equipment", "Equipment", "School Supplies", "Feeding", "Events, Parties", "Office and Advertising", "Industry", "Collections", "Handmade", "Water sports ", "Fishing", "Pet supplies ", "Groceries", "Manicure and pedicure", "Personal hygiene", "Wound Care Products", "Specialized Medical Equipment", "Hospital and medical office equipment"	PLN 0.30
"Tools", "Garden", "Lighting", "Mother and Baby Accessories", "Toys", "Health and hygiene", "Audio, Video and Household Appliances", "Stage, studio and DJ equipment", "Antiques and Art", "Books and Comics", "Clothing, Shoes, Accessories", "Car Car Products", "Parts for machines and other vehicles", "Garage Tools and Equipment", "Car Equipment and Accessories", "Running", "Bicycles and accessories", "Extreme sports", "Other Sports and Leisure", "Cleaning", "Make-up", "Care", "Professional salon equipment", "Oral hygiene", "Other", "Telehealth (Vouchers)", "Medical Equipment", "Health, medicine"	PLN 0.50
"Furniture", "Car seats", "Shoes", "Clothes, Shoes, Accessories", "Children's room", "Bicycles and vehicles", "Strollers", "Garden toys", "Photography", "Computers", "Consoles and Gaming Machines", "Phones and Accessories", "Online courses", "Services", "Investment products", "Movies", "Gadgets", "Games", "Instruments", "Coupons and top-ups", "Music", "Jewelry and Watches", "Motorcycle parts and Equipment", "Car parts", "Tires and rims", "Sports electronics", "Military", "Gym and fitness", "Skating, slackline", "Team sports", "Martial Arts", "Winter sports", "Tennis and Racquet Sports", "Travel", "Fragrance", "Dermatological cosmetics", "Erotica", "Vision correction", "OTC Medication", "Alternative medicine", "Massage Devices and Equipment", "Rehabilitation and orthopedic equipment", "Dietary supplements", "Health"	PLN 1.00

4. If a multi-item Offer only with the Buy it Now option is deleted or terminated before due time on the terms described in paragraph 8.2 of the Terms & Conditions, the sales commission is charged on the merchandise Goods sold until the Offer is deleted or terminated.

5. Sales commissions are collected on the terms described below:



Category	Sales commission rate
Categories of classified ad type (Section 2, subparagraph 5 A-B above)	0%
"Antiques and Art" (except for subcategories below)	10%, not more than PLN 200
"Antiques and Art" (all "Other" subcategories)	17% not more than PLN 200
"Antiques and Art" ("Art Supplies", "Elements and Accessories" subcategories)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Pet Supplies" (except for subcategories below)	11.5%
"Pet Supplies" (all "Other" subcategories)	17%
"Pet Supplies" ("Training Aids" subcategory)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Pet Supplies" ("Aquaristics" subcategory)	9%
"Pet Supplies" (subcategories: "Dog Food", "Cat Food", "Dog Treats", "Cat Treats")	5%
"Office and advertising" (except for subcategories below)	10%
"Office and advertising" (all "Other" subcategories)	17%
"Office and advertising" (all "Accessories" subcategories and "Office supplies" subcategories)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Office and advertising" (the "Mugs, glasses, beer mugs" subcategory in the "Gadgets" subcategory)	11%
"Office and advertising" (category "Privacy filters", "Packaging and shipping")	10.5%
"Office and advertising" ("Office furniture" subcategory)	10%, not more than PLN 100

"Jewelry and Watches" (except for subcategories below)	The amount of the sales commission depends on the final price: up to PLN 100: 13%, over PLN 100: PLN 13 + 6% on the surplus over PLN 200
"Jewelry and Watches" (all "Other" subcategories)	17%
"Jewelry and Watches" ("Updo Accessories", "Jewelry Accessories", "Watch Accessories" subcategories)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Home and Garden" (except for subcategories below)	10%
"Home and Garden" (all "Other" subcategories)	17%
"Home and Garden" (subcategory "Holiday and Occasional Decorations")	14%
"Home and Garden" (subcategory "Chests and Boxes")	13%
"Home and Garden" ("Equipment" subcategory except for "Smart Home", "Carpets and Rugs", "Holiday and Occasional Decorations", "Chests and Boxes", "Kitchen Utensils", "Tableware")	12.5%
"Home and Garden" ("Lighting" subcategory, "Lighting" subcategory in the "Garden" category)	12%
"Home and Garden" (the "Boilers and furnaces" subcategory in the "Construction Work and Equipment" subcategory)	The amount of the sales commission depends on the final price: up to PLN 1,000: 12%; between PLN 1000.01 and PLN 2,000: PLN 120 + 5% on the surplus over PLN 1,000; over PLN 2,000: PLN 170 + 3% of the surplus over PLN 2,000
"Home and Garden" (subcategory "Footwear" within the subcategory "Tools")	The amount of sales commission depends on final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Home and Garden" ("Clothes" subcategory in the "Tools" subcategory)	The amount of the sales commission depends on the final price: up to PLN 80: 12%, above PLN 80: PLN 9.60 + 8% on the surplus above PLN 80
"Home and Garden" (all "Accessories" subcategories and "Mounting Accessories", "Accessories for Boilers and Furnaces", "Masonry	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50

Accessories", "Painting Accessories", "Beekeeping Accessories", "Sealing Accessories", "Back Boiler Accessories", "Fireplace Accessories", "Accessories and Lighting Equipment", "Bathroom Accessories", "Non-slip accessories for carpets", "Bartender Accessories", "Confectionery Accessories", "Garment Accessories", "Candle Accessories")	
"Home and Garden" (subcategory "Tableware")	11.5%
"Home and Garden" ("Carpets and Rugs", "Kitchen Utensils" except for the categories: "Thermos Flasks and Insulated Tumblers" and "Bottles, Water Bottles and Lunch Boxes")	11%
"Home and Garden" (the "Furniture" subcategory)	10.5%, not more than PLN 200
"Home and Garden" (subcategory "Doors")	10%
"Home and Garden" (the "Pumps and Hydrophores" subcategory in the "Garden" category)	10%, not more than PLN 100
"Home and Garden" (subcategory "Garden furniture")	9.5%
"Home and Garden" (subcategories: "Power Tool Parts", „Vises", "Wrenches", "Hammers, Cutters and Chisels", "Metal Sheer Scissors", "Glue Guns", "Foam Dispensing Guns", "Silicone Dispensing Guns", "Painting Pistols", "Tile Cutters", "Measuring Instruments", "Welders", "Pliers, Scissors, Pincers", "Clamps", "Winches", "Screwdrivers", "Sealers", "Tool Organization and Storage", "Power Tool Fittings", "Tool Sets", "Staplers and Staples" in the "Tools" subcategory)	9.5%, not more than PLN 80
"Home and Garden" ("Clothes" in the "Tools" subcategory excluding "Clothes" and "Shoes" category", subcategory "Railings", "Boilers", "Roofs", "Electrical Equipment and Accessories", "Nails, Screws, Bolts, Dowels" "Hydraulic Installations and Accessories", "Solar Collectors and Photovoltaic Panels", "Air Heaters", "Pumps and filters" under the "Heating" category, "Underfloor heating", "Floor Heat Manifold", "Fuel", "Heating Cables", "Access door", "Air ducts,	9%

Fittings, Pipes", "Fans" under the subcategory "Air Conditioning and Ventilation", "Fireplace wood" subcategory, "Freestanding stoves", "Chimney systems" under the subcategory "Fireplaces and accessories")	
"Home and Garden" ("Automation Modules" in "Smart Home" subcategory)	the amount of sales commission depends on final price: up to PLN 100: 9% Above PLN 100: 9 PLN + 7% from excess over PLN 100
"Home and Garden"(subcategory "Construction Work and Equipment" excluding "Railings", "Roofs", "Doors", "Electrical Equipment and Accessories", "Nails, Screws, Bolts, Dowels" "Hydraulic Installations and Accessories", "Fences and Gates", "Windows and Window Sills", "Walls and Facades", "Alarms", "Central Vacuum Cleaners", "Solar Collectors and Photovoltaic Panels", "Boilers and furnaces", "Boilers", "Air Heaters", "Pumps and filters" under the "Heating" category, "Underfloor heating", "Floor Heat Manifold", "Fuel", "Heating Cables", "Fireplace wood" "Freestanding stoves", "Chimney systems"	8.5%
"Home and Garden" (the "Hydraulic tools" subcategory in the "Tools" subcategory)	8%
"Home and Garden" (the "Saws" subcategory in the "Gardening Tools" category", "Tools" subcategory except for subcategories listed above and below, such subcategories as "Smart Home" excluding "Automation Modules", subcategory "Swimming pools", "Jacuzzi", "Rotary Cultivators", "Lawnmowers", "Scythes and Edge Trimmers", "Vacuum Cleaners and Blowers", "Snowblowers", "Shredders", "Dethatchers and Aerators", "Playhouses", "Huts and Sheds", "Playgrounds", "Charcoal grills", "Gas grills", "Electric grills", "Garden fireplaces", "Central vacuum cleaners", "Alarms")	The amount of sales commission depends on final price: up to PLN 100: 7% Above PLN 100: 7 PLN + 6% from excess over PLN 100
"Home and Garden" ("Air Conditioners" subcategory)	6%
"Home and Garden" (subcategory "Pressure Washers" and "subcategories in the "Tools" category)	6% not more than PLN 80

"Kids" (except for subcategories below)	10%
"Kids" (all "Other" subcategories)	17%
"Kids" ("Events, Parties" subcategory)	15%
"Kids" (the "Toys" subcategory, excluding the "Building Toys", "Electronic Games", "Word & Number Games", "Arcade Games" subcategories)	The sales commission amount depends on the final price: up to PLN 50: 14%, above PLN 50: PLN 7 + 8% on the surplus above PLN 50
"Kids" ("Clothes" subcategory except for the "Baby Clothing" subcategory)	The amount of the sales commission depends on the final price: up to PLN 80: 13%, above PLN 80: PLN 10.40 + 8% on the surplus above PLN 80
"Kids" ("Towels" subcategory, "Mother and Baby Accessories", except for the "Electronic Nannies and Breathing Monitors" subcategory, "Feeding" subcategory excluding the "Baby Foods" subcategory)	12%
"Kids" (the "Sports" subcategory in the "Footwear" subcategory)	The amount of the sales commission depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Kids" (all "Accessories" subcategories, "Reflective Accessories" subcategory the "Electronic Games", "Word & Number Games", "Arcade Games" subcategory in the "Toys" category)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Kids" ("Footwear", excluding the "Sports" subcategory, the "Lamps" subcategory in the "Child's bedroom" category)	11%
"Kids" (subcategory "Kindergarten backpacks", "School backpacks", "School bags", "Kids' handbags", "Schoolbags")	10.5%
"Kids" (the "Car Seats" subcategory, excluding the "Accessories" category)	The amount of the sales commission depends on the final price: up to PLN 300: 10%, over PLN 300: PLN 30 + 4% on the surplus over PLN 300
"Kids" ("Furniture" subcategory)	10%, not more than PLN 200
"Kids" ("Garden Toys" subcategory)	9.5%

"Kids" (the "Strollers" subcategory, excluding the "Accessories" subcategory)	The amount of the sales commission depends on the final price: up to PLN 800: 9%, over PLN 800: PLN 72 + 3% on the surplus over PLN 800
"Kids" ("Building Toys" subcategory)	The sales commission amount depends on the final price: up to PLN 40: 8%, above PLN 40: PLN 3.2 + 5% on the surplus above PLN 40
"Kids" ("Electronic Nannies and Breathing Monitors" subcategory)	6%
"Kids" ("Baby Foods" subcategory)	4%
„Movies” (except for subcategories below)	11% with the "New" status parameter, 13% for all Offers except for those with the "New" status parameter
„Movies” (all "Other" subcategories)	17%
"Movies" ("Accessories" subcategory)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Photography" (except for subcategories below)	6,5%
"Photography" (all "Other" subcategories)	17%
"Photography" (all subcategories: "Accessories", "Accessories and Cleaning Products", "Waterproof Accessories", "Archiving Accessories")	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Photography" ("Photographic Accessories", except for "Accessories", "Accessories and Cleaning Products", "Watertight Accessories", "Archiving Accessories", "Photo booths", "Books and Instructions", "Photo Shoot Props", "Prints" subcategories)	10%
"Photography" ("Digital cameras", "Analogue Cameras", "Instant Cameras", "Lenses" subcategories)	4%
"Games" (except for subcategories below)	10% with the "New" status parameter, 11% for all Offers except for those with the "New" status parameter

"Games" (all "Other" subcategories)	17%
"Games" (all "Accessories" subcategories and "Accessories and magazines", the "Board games" and "Card Games for Kids" subcategory in the "Party games" category)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Games" ("Console games", "PC games", "Online Games (MMO)" subcategories)	8%, not less than PLN 2
"Musical Instruments" (except for subcategories below)	8% with the "New" status parameter, 11% for all Offers except for those with the "New" status parameter, not more than PLN 50
"Musical Instruments" (all "Other" subcategories)	17%
"Musical Instruments" (subcategory "Courses, Sheet Music, Songbooks" and all others subcategories in "Parts and Accessories")	10%
"Codes and Vouchers" (except for subcategories below)	8%, not less than PLN 2
"Codes and Vouchers" (all "Other" subcategories)	17%
"Codes and Vouchers" ("Online payments" subcategory)	8%
"Collections" (excluding the subcategories below)	9%, not more than PLN 200
"Collections" (all "Other" subcategories)	17%, not more than PLN 200 For all listings except for Auctions starting from PLN 1 with no reserve price in the "Numismatics" category
"Collections" (all "Accessories" subcategories and "Cigarette Accessories", "Alcohol Accessories" subcategories)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50. For all listings except for Auctions starting from PLN 1 with no reserve price in the "Numismatics" category
"Collections" (the "Squeezers and Presses" subcategory in the "Wine Making" subcategory)	11%
"Collections" ("Numismatics" subcategory)	Auctions starting from PLN 1 with no reserve price: 6%, not more than PLN 200

"Collections" (the "Collectible gold coins" subcategory of the "Numismatics" category)	5% not more than PLN 50, Biddings from PLN 1 without any minimum price: 2.5%, but not more than PLN 25
"Computers" (except for subcategories below)	9.5%
"Computers" (all "Other" subcategories)	17%
"Computers" ("Software" subcategory)	The amount of the sales commission depends on the final price: up to PLN 30: 15%, above PLN 30: PLN 4.5 + 7% on the surplus above PLN 30, not less than PLN 1.5
"Computers" (all "Accessories" subcategories and "Accessories (Laptop, PC)", excluding the "Accessories for Regeneration" subcategory, and the subcategories below)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Computers" ("Gaming Chairs" subcategory)	9%
"Computers" ("Internet" subcategory)	9%, not less than PLN 1.5
"Computers" (the "Strips, Anti-Interference Filters" subcategory in the "Power Strips and UPS" subcategory)	8%
"Computers" ("Network devices" subcategory except for "File servers (NAS)", "IP cameras" subcategories, "Power Strips and UPS" excluding the "Strips, Anti-Interference Filters" subcategory, "Pointing Devices", "Optical Drives and Media" subcategories, "Sound Cards", "Power Supplies", "Housings", "Microphones and headphones", "Speakers" subcategories)	6%
"Computers" ("RAM memory" subcategory, "Printers and scanners" except for "Parts and Accessories", "Papers and films", "Inks", "Toners", "Drum units", "Print ribbons" subcategories, "Discs and memory sticks" subcategory except for "Sound Cards", "Power Supplies", "Housings", "Cooling and tuning", "Graphics cards" subcategories, "Microcomputers", "Mining rigs", "Servers and Accessories", "File servers (NAS)", "IP cameras", "Computer screens", "VR devices", "Satellite TV tuners", Video cards and recorders",	4%



"Webcams", "Videoconference sets", "Tablets" subcategories except for "Accessories", "Service parts" subcategories)	
"Computers" ("Graphics card" subcategory)	3%
"Computers" ("Laptops", "Desktops computers" subcategories)	The amount of sales commission depends on the final price: up to PLN 2,000 it is 3%; over PLN 2,000 it is PLN 60 + 1.5% of the amount that exceeds PLN 2,000
"Consoles and Gaming Machines" (except for subcategories below)	6%
"Consoles and Gaming Machines" (all "Other" subcategories)	17%
"Consoles and Gaming Machines" (all "Accessories" subcategories)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Consoles and Gaming Machines" ("Scratch cards" subcategory)	8%, not less than PLN 1.5
"Consoles and Gaming Machines" ("Consoles" subcategory)	4%
"Books and Comics" (except for subcategories below)	9% with the "New" condition parameter, 15% for all Offers, except for Offers with the "New" condition parameter chosen
"Books and Comics" (all "Other" subcategories)	17%
"Books and Comics" ("Textbooks for primary and secondary schools" subcategory)	5%
"Culture and entertainment" (the "Gadgets" category except for subcategories below)	11% with the "New" status parameter, 13% for all Offers except for those with the "New" status parameter
"Culture and entertainment" ("Other" subcategory in the "Gadgets" subcategory)	17%
"Online courses"	5%
"Automotive" (except for subcategories below)	8%, not more than PLN 100

"Automotive" (all subcategories named "Other")	17%
"Automotive" (subcategory "Footwear" within the subcategory "Tools and workshop equipment")	the sales commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100 not more than PLN 100
"Automotive" (all "Accessories" subcategories and "Application Accessories", "Mounting Accessories", "Accessories and software", "Machine Accessories")	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50, not more than PLN 100
"Automotive" ("Tools and workshop equipment" subcategory with the exception of the subcategories below, subcategory "Equipment and Accessories" within "Tires and rims" subcategory, subcategory "Machine and Other Vehicles Parts", "Spare parts for ATVs", "Motorcycle parts", "Car parts" subcategory "Motorcycle equipment and Accessories", subcategory "Car equipment and Accessories" with the exception of the subcategory "Car electronics", "Mats", "Wiper blades", "Covers", "Light bulbs")	9.5%, not more than PLN 100
"Automotive" (subcategory "Car electronics")	the sales commission level depends on the final price: up to PLN 150: 9%, above PLN 150: PLN 13.50 + 6% on the surplus above PLN 150, not more than PLN 100
"Automotive" (subcategories "Mats", "Wiper blades", "Covers", "Light bulbs" within the subcategory "Car equipment and accessories", subcategory "Chemicals", except for subcategory "Engine oils")	the sales commission level depends on the final price: up to PLN 50: 9%, above PLN 50: PLN 4.50 + 8% on the surplus above PLN 50, not more than PLN 100
"Automotive" ("Parts washers", "Heaters and dryers", "Lift columns", "Scissor lifts", "Pneumatic lifts", "Sandblaster cabinets" subcategories within "Tools and workshop equipment" subcategory)	The amount of the sales commission depends on the final price: up to PLN 100: 7%, over PLN 100: PLN 7 + 6% on the surplus over PLN 100, not more than PLN 100
"Automotive" ("Motor oils" subcategory in "Chemistry" subcategory, "Compressors" in "Compressors and Accessories" subcategory, "Vacuum cleaners", "Electrical devices" except for	6%, not more than PLN 100

"Equipment" subcategory, "Pneumatic devices" subcategory except for "Equipment" subcategory)	
"Automotive" ("Tires and rims" subcategory except for "Equipment and Accessories" subcategory)	5%, not more than PLN 100
"Automotive" (the "Fuels" subcategory in the "Consumable fluids" subcategory)	2%
"Automotive" ("Complete engines", "Complete gearboxes", "Axles", "Differentials" subcategories)	2%, not more than PLN 100
"Music" (except for subcategories below)	11% with the "New" status parameter, 13% for all Offers except for those with the "New" status parameter
"Music" (all "Other" subcategories)	15%
"Music" ("Accessories" subcategory)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Clothes, Shoes, Accessories" (except for the subcategories listed below)	the amount of the sales commission depends on the final price: up to PLN 80: 13%, above PLN 80: PLN 10.40 + 8% on the surplus above PLN 80
"Clothes, Shoes, Accessories" (all "Other" subcategories)	17%
"Clothes, Shoes, Accessories" ("Handbags", "Luggage" subcategories)	the sales commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Clothes, Shoes, Accessories" (subcategory "Footwear" excluding "Sports" under the subcategory "Women" and "Men", subcategory "Wedding Footwear" under the subcategory "Wedding Ceremony and Wedding Party")	The amount of the sales commission depends on the final price: up to PLN 80: 12%, above PLN 80: PLN 9.60 + 8% on the surplus above PLN 80
"Clothes, Shoes, Accessories" (subcategory "Sports shoes" within the subcategories "Women's" and "Men's")	the sales commission level depends on the final price: up to PLN 80: 12%, over PLN 80: PLN 9.60 + 6% on the surplus over PLN 80
"Clothes, Shoes, Accessories" (all "Accessories" subcategories and the "Headpieces and Accessories" subcategory)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50

"Investment products"	5%, not more than PLN 50, Auctions starting from PLN 1 with no reserve price: 2.5%, not more than PLN 25
"Groceries" (except for subcategories below)	11%
"Groceries" (all "Other" subcategories)	17%
"Groceries" (all "Accessories" subcategories, "Accessories" subcategory in the "Coffee" category)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Groceries" ("Coffee", "Teas and infusions" subcategory)	6%
"Groceries" (subcategory "Fruit and Vegetables", "Dairy and eggs", "Fish and Seafood", "Meat and Lunch Meats", "Bakery")	2%
"Industry" (except for subcategories below)	10%
"Industry" (all "Other" subcategories)	17%
"Industry" ("Parts and Accessories" subcategory in the "Industrial construction" subcategory)	12%
"Industry" (subcategory "Shoes" within the subcategory "Workwear and Safety")	the sales commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Industry" (all "Accessories" subcategories and "Scaffolding Accessories", "Bartender Accessories", "Kitchen Accessories", "Accessories for cash registers and printers")	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Industry" (subcategory "Agriculture")	10.5%
"Industry" (the "Concrete mixers" subcategory in the "Industrial construction" subcategory)	8%
"Industry" (subcategory "Industrial automation" under the subcategory "Machinery and equipment")	7%
"Industry" (subcategories: "Electric mixer arms", "Saws", "Electric and small-bore engines", "Plaster grinders", "Concrete vibrators", "Vibration	The amount of the sales commission depends on the final price: up to PLN 100: 7%, over

isolation systems", "Drilling rigs", "Floats" in the "Industrial construction" subcategory, "Metalworking" in the "Industrial automation" subcategory)	PLN 100: PLN 7 + 6% on the surplus over PLN 100
"Industry" ("Professional cleaning devices" subcategory, "Industrial construction", excluding subcategories "Concrete mixers", "Styrofoam cutting" "Construction Chemicals", "Materials and Accessories", "Surveying Equipment", "Site Plant and Facilities", "Work at Heights", "Electric mixer arms", "Heaters", "Sandblasters", "Saws", "Electric and small-bore engines", "Plaster grinders", "Concrete vibrators", "Vibration isolation systems", "Drilling rigs", "Floats", "Parts and Accessories", subcategories "Packaging production machinery", "Printing machinery", "Bookbinding machinery", "Pre-press" in the Printing category, subcategory "Plant and machinery" except for subcategories above and below)	6%
"Industry" - "Commercial dishwashers", "Cookers" subcategories)	3%
"Handmade" (excluding the subcategories below)	15%
"Handmade" (all "Other" subcategories)	17%
"Handmade" (subcategories: "Kitchen Accessories", "Sewing Accessories", "Toy Accessories")	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Handmade" (the "Handmade goods" subcategory)	10%
"Audio, Video and Household Appliances" (except for subcategories below)	9%
"Audio, Video and Household Appliances" (all "Other" subcategories)	17%
"Audio, Video and Household Appliances" (all "Accessories" subcategories, "TV Accessories" in Electronics category)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Audio, Video and Household Appliances" ("Household cleaning products" subcategory)	10%

"Audio, Video and Household Appliances" (the "Power strips" subcategory in the "Electronics" subcategory, "Fan heaters" and "Electric heaters" subcategories in the "For home" subcategory)	8%
"Audio, Video and Household Appliances" ("Electronics" subcategory in "Electronics" subcategory)	7.5%
"Audio, Video and Household Appliances" (the "Steamers, washers/cleaners and steam mops" subcategory in the "For home" subcategory)	The amount of the sales commission depends on the final price: up to PLN 100: 7%, over PLN 100: PLN 7 + 6% on the surplus over PLN 100
"Audio, Video and Household Appliances" ("Portable audio equipment", "Car audio equipment", "Satellite equipment", "Split air conditioners", "Portable air conditioners and air conditioners", "Electric toothbrushes", "Headphones", "TV and video" subcategories, except for "Subscriptions" and "TV Accessories" subcategories)	6%
"Audio, Video and Household Appliances" (subcategory "Small Household Appliances" excluding subcategory "Spare parts", "Fan heaters", "Electric heaters", "Steamers, Pressure Washers, Steam Mops", "Air Conditioning and Ventilation", "Electric Toothbrushes")	5.5%
"Audio, Video and Household Appliances" ("Devices" subcategory except for "GPS and Accessories", "Cameras" subcategories except for "Accessories", "Storage media", "Bags and cases", "Power supply", "Literature and instructions" and "Other" subcategories, "Audio equipment for home" subcategory)	5%
"Audio, Video and Household Appliances" ("Readers" subcategory in "E-readers" subcategory, "Dampers" subcategory, "Built-in appliances" subcategory, except for "Parts" subcategory, "Freestanding home appliances" subcategory except for "Parts" subcategory)	4%

"Audio, Video and Household Appliances" (the "Epilators" subcategory, "TV Sets" subcategory)	3%
"Audio, Video and Household Appliances" ("Espresso machines", "Food preparation appliances", "Professional steam stations", "Projectors" subcategories)	2.5%
"Sports and Travel" (except for subcategories below)	11%
"Sports and Travel" (all "Other" subcategories)	17%
"Sports and Travel" ("Travel", "Towels" subcategory in the "Water sports" category the "Quick-Drying Towels" in the "Hygiene" subcategory and "Gym towels" in the "Workout Accessories" subcategory in the "Gym and fitness" category)	12%
"Sports and Travel" ("Gym and fitness" subcategory excluding "Clothes", "Footwear", "Supplements and nutrients" and "Gym towels" in the "Workout Accessories" subcategory)	the sales commission level depends on the final price: up to PLN 150 – 12%, above PLN 150 – PLN 18 + 8% on the surplus above PLN 150
"Sport and Travel" ("Luggage" subcategory in the "Tourism" category)	The sales commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Sports and Travel" (all subcategories "Footwear")	the sales commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Sports and Travel" (all "Clothes" subcategories)	The amount of the sales commission depends on the final price: up to PLN 80: 12%, above PLN 80: PLN 9.60 + 8% on the surplus above PLN 80
"Sports and Travel" (all "Accessories" subcategories and "Reflective Accessories", "Protective Accessories", "PCP Accessories", "Accessories and parts", "Pedals and Accessories", "Yoga Accessories", "Workout Accessories", "Referee Accessories", "Ski and snowboard Accessories", "Accessories for inflatable boats and boats", "Engine Accessories")	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50

"Sports and Travel" ("Parts" subcategory in the "Bicycles and Accessories" category)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 7% on the surplus above PLN 50, not more than PLN 80
"Sports and Travel" ("Electronic equipment", "Optics" subcategory)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 6% on the surplus above PLN 50
"Sports and Travel" ("Inflatable boats and boats" subcategory in the "Tourism" category)	The amount of the sales commission depends on the final price: up to PLN 150: 11%, over PLN 150: PLN 16.50 + 8% on the surplus over PLN 150
"Sports and Travel" ("Winter sports" except for "Clothes" subcategory)	The amount of sales commission depends on final price up to PLN 150: 10% Above PLN 150: 15 PLN + 8% from excess over PLN 150
"Sports and Travel" ("Travel Refrigerators" subcategory in the "Tourism" category)	the sales commission level depends on the final price: up to PLN 150 — 9%, above PLN 150 — PLN 13.50 + 6% on the surplus above PLN 150, not more than PLN 100
"Sports and Travel" ("Supplements and nutrients" in "Gym and fitness" subcategories — except for all "Clothes" and "Shoes" subcategories)	8%
"Sports and Travel" ("Bicycles" subcategory in "Bicycles and Accessories" subcategory except for "Children's" subcategory as well as categories "Electric scooters", "Electric skateboards" in the "Skating, slackline" subcategory)	7%, not more than PLN 100
"Sports and Travel" ("Sports electronics" subcategory)	6%
"Stage, studio and DJ equipment" (except for subcategories below)	8%
"Stage, studio and DJ equipment" (all "Other" subcategories)	17%
"Stage, studio and DJ equipment" ("DJ CD-players", "DJ record players", "DJ mixers", "Recording devices" subcategories)	6%



"Phones and Accessories" (except for subcategories below)	6%
"Phones and Accessories" (all "Other" subcategories)	17%
"Phones and Accessories" (all "Accessories" subcategories, "GSM Accessories" subcategory)	The sales commission amount depends on the final price: up to PLN 50, it is 12%, over PLN 50, it is PLN 6 + 8% of the amount that exceeds PLN 50
"Phones and Accessories" ("Smartphones and mobile phones" subcategory)	4.5%
"Beauty" (except for subcategories below)	11%
"Beauty" (all "Other" subcategories)	17%
"Beauty" ("Professional beauty parlour equipment" subcategory, "Make-up", "Manicure and pedicure" excluding "Appliances" subcategory)	12%
"Beauty" (all "Accessories" subcategories and "Accessories and tools")	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Beauty" (subcategory "Suncare", "Face", "Hair" except for subcategories below)	9%
"Beauty" ("Perfumes and eau de toilettes" subcategory)	the sales commission level depends on the final price: up to PLN 100 — 9%, above PLN 100 — PLN 9 + 7% on the surplus above PLN 100, not less than PLN 1
"Beauty" ("Appliances" in "Manicure and Pedicure" subcategory)	7%
"Beauty" ("Styling appliances" subcategory)	5%
"Housekeeping" (excluding the subcategories below)	10.5%
"Housekeeping" (all "Other" subcategories)	17%
"Housekeeping" ("Vacuum Storage Bags" subcategory)	13.5%

"Housekeeping" ("Laundry and cleaning Accessories" subcategory excluding "Vacuum Storage Bags" subcategory)	the sales commission level depends on the final price: up to PLN 50: 12%, over PLN 50: PLN 6 + 8% on the surplus over PLN 50
"Health" (except for subcategories below)	10%
"Health" (all "Other" subcategories)	17%
"Health" ("Erotica" subcategory except for "Erotic lingerie and clothing", "Erotic shoes", "Condoms" subcategories)	16%
"Health" (subcategory "Erotic accessories and gadgets")	14%
"Health" ("Erotic lingerie and clothing" subcategory)	12%
"Health" (subcategory "Erotic footwear", subcategory "Shoes for medical professionals" within the subcategory "Equipment for hospitals and surgeries")	the sales commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Health" (all "Accessories" subcategories)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Health" (subcategories: "Natural medicine", "Medicine Cabinet Essentials", "Intimate health", "Personal hygiene", "Hospital and medical office equipment", "Massage Devices and Equipment", "Vision Correction", "Oral hygiene" except for subcategory "Irrigators", "Toothbrushes")	11%
"Health" ("Condoms" subcategory)	11%, not less than PLN 1
"Health" ("Rehabilitation and orthopedic equipment" subcategory)	10.5%
"Health" ("Dermatological cosmetics" subcategory)	9%
"Health" ("Specialized medical equipment" subcategory, "Medical devices" subcategory, except for the "Humidifiers, air purifiers" subcategory)	8%

"Health" ("Irrigators", "Toothbrushes")	6%
"Health" ("Dampers, air purifiers" subcategory)	4%
"Health" (subcategory "OTC drugs")	0%

### Section 3 A. Sales commission for Regular Accounts

1. A sales commission is charged each time upon the conclusion of an agreement within the Transaction. A sales commission is calculated in accordance with the sales commission rate in the category in which the Offer was posted or to which the Offer was transferred by the Seller or by Allegro.pl in accordance with the provisions of the Allegro Terms & Conditions.

2. The sales commission amount depends on the final price and cost of delivery, which the Buyer selected.

3. The minimum value of sales commission charged each time for every item is PLN 0.25.

4. If a multi-item Offer only with the Buy it Now option is deleted or terminated before due time on the terms described in paragraph 8.2 of the Terms & Conditions, the sales commission is charged on the merchandise Goods sold until the Offer is deleted or terminated.

5. Sales commissions are collected on the terms described below:

Category	Sales commission rate
Categories of classified ad type (Section 2, subparagraph 5 A-B above)	0%
"Antiques and Art"	10%, not more than PLN 80
"Pet Supplies" (except for subcategories below)	11%
"Pet Supplies" ("Aquaristics" subcategory)	8%

"Pet Supplies" (subcategories: "Dog food", "Cat food", "Dog treats", "Cat treats")	5%
"Office and advertising" (except for subcategories below)	10%
"Office and advertising" (the "Mugs, glasses, beer mugs" subcategory in the "Gadgets" subcategory)	11%
"Office and advertising" ("Office furniture" subcategory)	10%, not more than PLN 100
"Jewelry and Watches" (except for subcategories below)	10%
"Jewelry and Watches" ("Watches" subcategory)	The amount of sales commission depends on final price up to PLN 200: 10% Above PLN 200: PLN 20 + 8% from excess over PLN 200
"Home and Garden" (except for subcategories below)	10%
"Home and Garden" ("Decorations and Ornaments", "Bedding and Blankets", "Holiday and Occasional Decorations" subcategories in the "Equipment" category)	13%

"Home and Garden" ("Equipment" subcategory except for "Smart Home", "Carpets and Rugs", "Kitchen Utensils", "Tableware", "Decorations and Ornaments", "Bedding and Blankets", "Holiday and Occasional Decorations")	12%
"Home and Garden" (the "Boilers and furnaces" subcategory in the "Construction Work and Equipment" subcategory)	The amount of the sales commission depends on the final price: up to PLN 1,000: 12%; between PLN 1000.01 and PLN 2,000: PLN 120 + 4% on the surplus over PLN 1,000; over PLN 2,000: PLN 160 + 2% of the surplus over PLN 2,000
"Home and Garden" (subcategory "Power Tool Parts", "Footwear", "Power Tool Fittings" within the subcategory "Tools", all "Accessories" subcategories, "Other" and "Other Accessories", "Mounting Accessories", "Accessories for Boilers and Furnaces", "Mounting Accessories", "Masonry Accessories", "Painting Accessories", "Beekeeping Accessories", "Mounting Accessories", "Accessories and Lighting Equipment", "Bathroom Accessories", "Non-slip rug underlay Accessories", "Bartender Accessories", "Garment Accessories")	The amount of sales commission depends on final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Home and Garden" ("Lighting" subcategory and "Carpets and Rugs", "Kitchen Utensils" except for the categories: "Thermos Flasks" and "Bottles, Water Bottles and Lunch Boxes", "Tableware")	11%

within "Equipment" subcategory, the "Lighting" subcategory in the "Garden" category")	
"Home and Garden" (the "Pumps and Hydrophores" subcategory in the "Garden" category)	10%, not more than PLN 100
"Home and Garden" (the "Furniture" subcategory)	10%, not more than PLN 200
"Home and Garden" ("Garden furniture", subcategories, „Vises", "Wrenches", "Hammers, Cutters and Chisels", "Sheet metal shears", "Protective Workwear", "Tool organization and storage", "Pliers, shears, pincers", "Tool sets", "Staplers and Staples" subcategories within "Tools" subcategory)	9%
"Home and Garden" ("Construction and Accessories" subcategory except for "Fences and gates", "Windows and sills", "Walls and façades", "Alarms", "Central Vacuum Cleaners" subcategories, "Solar Collectors and Photovoltaic Panels", "Stoves and boilers" subcategories, the "Hydraulic tools" subcategory in the "Tools" subcategory,)	8%
"Home and Garden" (the "Saws" subcategory in the "Gardening tools" category", "Tools" subcategory except for subcategories listed above and below, such subcategories as "Smart Home", "Swimming pools", "Jacuzzi", "Rotary Cultivators", "Lawnmowers", "Scythes and Edge Trimmers", "Vacuum Cleaners and Blowers", "Snow blowers", "Shredders", "Dethatchers and aerators", "Playhouses", "Huts and Sheds", "Charcoal grills", "Gas grills", "Electric grills", "Garden fireplaces", "Central Vacuum Cleaners", "Alarms")	The amount of sales commission depends on final price: up to PLN 100: 7% Above PLN 100: PLN 7 + 6% on the surplus over PLN 100

"Home and Garden" (subcategories: "Solar Collectors and Photovoltaic Panels")	6%
"Home and Garden" (subcategory "Pressure Washers" subcategories in the "Tools" category)	6% not more than PLN 70
"Home and Garden" ("Air Conditioners" subcategory)	4%
"Kids" (except for subcategories below)	10%
"Kids" (the "Toys" subcategory, excluding the "Building Toys", "Electronic Games", "Word & Number Games", "Arcade Games" subcategories)	The sales commission amount depends on the final price: up to PLN 50: 13%, above PLN 50: PLN 6.5 + 8% on the surplus above PLN 50
"Kids" ("Towels and cloak towels" subcategory, "Mother and Baby Accessories", except for the "Electronic Nannies and Breathing Monitors" subcategory, "Feeding" excluding the "Baby Foods" subcategory, "Events, parties" and "Accessories" subcategories in the "Strollers" category, "Accessories" in the "Car Seats" category)	12%

"Kids" (the "Sports" subcategory in the "Footwear" subcategory)	The amount of the sales commission depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Kids" (the "Games" "Electronic Games", "Word & Number Games", "Arcade Games" subcategory in the "Toys" category)	the sales commission level depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Kids" ("Clothes", "Footwear", excluding the "Sports" subcategory, the "Lamps" subcategory in the "Child's bedroom" category)	11%
"Kids" (the "Car Seats" subcategory, excluding the "Accessories" category)	The amount of the sales commission depends on the final price: up to PLN 300: 10%, over PLN 300: PLN 30 + 4% on the surplus over PLN 300
"Kids" ("Furniture" subcategory)	10%, not more than PLN 200
"Kids" ("Garden Toys" subcategory)	9%



"Kids" (the "Strollers" subcategory, excluding the "Accessories" subcategory)	The amount of the sales commission depends on the final price: up to PLN 800: 9%, over PLN 800: PLN 72 + 3% on the surplus over PLN 800
"Kids" ("Building Toys", "Electronic Nannies and Breathing Monitors" subcategory)	6%
"Kids" ("Baby Foodss" subcategory)	4%
"Culture and Entertainment" (the "Gadgets" category)	10%
„Movies”	10%
"Photography" (except for subcategories below)	6%
"Photography" (all subcategories: "Accessories", "Other", "Accessories and Cleaning Products", "Waterproof Accessories", "Archiving Accessories")	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 6% on the surplus above PLN 50
"Photography" ("Photographic Accessories", "Photo Booths", "Literature and manuals", "Photo Shoot Props", "Prints" subcategories)	9%

"Photography" ("Digital cameras", "Analogue cameras", "Instant cameras", "Lenses" subcategories)	4%
"Games" (except for subcategories below)	8%
"Games" (the "Board Games" and "Card Games for Kids" subcategory in the "Party games" category)	The sales commission level depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Games" ("Console games", "PC games", "Online Games (MMO)" subcategories)	8%, not less than PLN 2
"Musical Instruments" (except for subcategories below)	8% not more than PLN 50
"Musical Instruments" (subcategory "Playing course, Notes, Songbook" and all others subcategories "Others" and "Parts and Accessories")	10%
"Codes and Vouchers" (except for subcategories below)	8%, not less than PLN 2
"Codes and Vouchers" ("Online payments" subcategory)	8%
"Collections" (excluding the subcategories below)	9%, not more than PLN 80

"Collections" (the "Squeezers and Presses" subcategory in the "Wine Making" subcategory)	11%
"Collections" ("Numismatics" subcategory)	Auctions starting from PLN 1 with no reserve price: 6%, not more than PLN 80
"Collections" (the "Investment Products" subcategory, the "Collectible Gold Coins" subcategory of the "Numismatics" category)	5% not more than PLN 50, Auctions from 1 PLN without any minimum price: 2.5%, but not more than PLN 25
"Computers" (except for subcategories below)	9%
"Computers" (all "Accessories" subcategories, "Other" and "Accessories for Regeneration")	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 6% on the surplus above PLN 50
"Computers" ("Internet" subcategory except for "Other" subcategory, "Software" subcategory)	9%, not less than PLN 1.5
"Computers" (the "Strips, Anti-Interference Filters" subcategory in the "Power Strips and UPS" subcategory)	8%

<p>"Computers" ("Network Devices" subcategory except for "File Servers-NAS", "IP cameras" subcategories, "Power Strips and UPS" excluding the "Strips, Anti-Interference Filters" subcategory, "Pointing Devices", "Optical Drives and Media" subcategories "Sound Cards", "Power Supplies", "Housings", "Microphones and headphones", "Speakers" subcategories</p>	6%
<p>"Computers" ("RAM memory" subcategory, "Printers and Scanners" except for "Parts and Accessories", "Papers and films", "Inks", "Toners", "Drum units", "Print ribbons" subcategories, "Discs and memory sticks" subcategory except for "Sound Cards", "Power Supplies", "Housings", "Cooling and tuning", "Graphics cards" subcategories, "Microcomputers", "Mining rigs", "Servers and Accessories", "File Servers-NAS", "Computer screens", "VR devices", "Satellite TV tuners", Video cards and recorders", "Webcams", "Video Conferencing Kits and Cameras", "Tablets" subcategories except for "Accessories", "Service parts" subcategories)</p>	4%
<p>"Computers" ("Graphics card" subcategory)</p>	3%
<p>"Computers" ("Laptops", "PCs" subcategories)</p>	<p>The amount of sales commission depends on the final price: up to PLN 1,000 it is 2%; from PLN 1000.01 to PLN 2,000 it is PLN 20 + 1.5% of the amount that exceeds PLN 1,000; over PLN 2,000 it is PLN 35 + 1% of the amount that exceeds PLN 2,000</p>

"Consoles and Gaming Machines" (except for subcategories below)	6%
"Consoles and Gaming Machines" (all "Accessories" subcategories, "Other")	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 6% on the surplus above PLN 50
"Consoles and Gaming Machines" ("Scratch cards" subcategory)	8%, not less than PLN 1.5
"Consoles and Gaming Machines" ("Consoles" subcategory)	4%
"Books and Comics" (except for subcategories below)	9% with the "New" condition parameter, 15% for all Offers, except for Offers with the "New" condition parameter chosen
"Books and Comics" ("Textbooks for primary and secondary schools" subcategory)	5%
"Online courses"	5%
"Automotive" (except for subcategories below)	8%, not more than PLN 70

"Automotive" (subcategory "Footwear" within the subcategory "Tools and workshop equipment")	the sales commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100 not more than PLN 70
"Automotive" (all subcategories named "Other")	10%
"Automotive" (subcategory "Car electronics")	the sales commission level depends on the final price: up to PLN 150: 9%, above PLN 150: PLN 13.50 + 6% on the surplus above PLN 150, not more than PLN 70
"Automotive" (subcategories "Mats", "Wiper blades", "Covers", "Light bulbs" within the subcategory "Car Equipment and Accessories", "Car parts", "Parts for machinery and other vehicles", "Motorcycle parts" within the subcategory "Motorcycle parts and Equipment")	the sales commission level depends on the final price: up to PLN 50: 9%, above PLN 50: PLN 4.50 + 8% on the surplus above PLN 50, not more than PLN 70
"Automotive" ("Tools and workshop equipment" subcategory with the exception of the subcategories below "Equipment and Accessories" within "Tires and Rims" subcategory, subcategory "Car Equipment and Accessories" with the exception of the subcategory "Car electronics", "Mats", "Wiper blades", "Covers", "Light bulbs")	9%, not more than PLN 70

"Automotive" ("Motor oils" subcategory in "Chemistry" subcategory, "Compressors" in "Compressors and Accessories" subcategory, "Vacuum cleaners", "Electrical devices" except for "Equipment" subcategory, "Pneumatic devices" subcategory except for "Equipment" subcategory, "Parts washers", "Heaters and dryers", "Lift columns", "Scissor lifts", "Sandblaster cabinets" subcategories within "Tools and workshop equipment" subcategory)	6%, not more than PLN 70
"Automotive" (subcategories "Rims", "Wheels" within "Tires and Rims" subcategory "Tires and Rims")	5%, not more than PLN 70
"Automotive" ("Tires and Rims" subcategory except for "Equipment and Accessories", "Rims", "Wheels (tires with rims)" subcategory)	4,5%, not more than PLN 70
"Automotive" (the "Fuels" subcategory in the "Consumable fluids" subcategory)	2%
"Automotive" ("Complete engines", "Complete gearboxes", "Axles", "Differentials" subcategories)	2%, not more than PLN 70
"Music"	10%
"Clothes, Shoes, Accessories" (except for the subcategories listed below)	10%

"Clothes, Shoes, Accessories" (subcategory "Footwear" with the exception of the subcategory "Sports shoes" within the subcategories "Women's" and "Men's", subcategory "Wedding Footwear Wedding Footwear" within the subcategory "Wedding Ceremony and Wedding Party")	the sales commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Clothes, Shoes, Accessories" (subcategory "Sports shoes" within the subcategories "Women's" and "Men's")	the sales commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Clothes, footwear, Accessories" ("Women's wear", "Men's wear" subcategories)	11%
"Groceries" (except for subcategories below)	11%
"Groceries" ("Coffee", "Teas and infusions" subcategory)	6%
"Industry" (except for subcategories below)	10%
"Industry" (subcategory "Shoes" within the subcategory "Workwear and Safety")	the sales commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100



"Industry" (the "Concrete mixers" subcategory in the "Industrial construction" subcategory)	8%
"Industry" ("Professional cleaning devices" subcategory, "Industrial construction", excluding subcategories "Concrete mixers", "Styrofoam cutting" "Construction Chemicals", "Materials and Accessories", "Surveying Equipment", "Site Plant and Facilities", "Work at Heights", "Other", subcategories "Packaging production machinery", "Printing machinery", "Bookbinding machinery", "Pre-press" in the Printing category, subcategory "Plant and machinery" except for subcategories below)	6%
"Industry" — "Commercial dishwashers", "Cookers" subcategories)	3%
"Handmade" (excluding the subcategories below)	15%
"Handmade" (the "Handmade goods" subcategory)	10%
"Audio, Video and Household Appliances" (except for subcategories below)	9%
"Audio, Video and Household Appliances" (all "Accessories" subcategories, "Other", "TV Accessories" in Electronics category)	The amount of the sales commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 6% on the surplus above PLN 50

"Audio, Video and Household Appliances" ("Household cleaning products" subcategory)	10%
"Audio, Video and Household Appliances" (the "Power Strips" subcategory in the "Electronics" subcategory, except for "Other", "Fan heaters" and "Electric Heaters" subcategories in the "For home" subcategory)	8%
"Audio, Video and Household Appliances" ("Electronics" subcategory in "Electronics" subcategory)	7%
"Audio, Video and Household Appliances" (the "Steamers, washers/cleaners and steam mops" subcategory in the "For home" subcategory)	The amount of the sales commission depends on the final price: up to PLN 100: 7%, over PLN 100: PLN 7 + 6% on the surplus over PLN 100
"Audio, Video and Household Appliances" ("Portable audio equipment", "Car audio equipment", "Satellite equipment" subcategory, "Headphones", "TV and video" subcategory except for "Subscriptions" and "TV Accessories" subcategories)	6%
"Audio, Video and Household Appliances" ("Devices" subcategory except for "GPS, Accessories", "Cameras" subcategories except for "Accessories", "Storage media", "Bags and cases", "Power supply", "Books and Instructions" and "Other" subcategories, "Audio equipment for home" subcategory, "Home appliances – miscellaneous" subcategory except for "Spare Parts" subcategory "Camera recorders", "Fan heaters", "Electric Heaters", "Steamers,	5%

washers/cleaners and steam mops", "Air Conditioning and Ventilation")	
"Audio, Video and Household Appliances" ("Readers" subcategory in "Ebook readers" subcategory, "Dampers", "Split Air Conditioners", "Portable Air Conditioners and Air Conditioners" subcategories)	4%
"Audio, Video and Household Appliances" ("Built-in Appliances" subcategory, except for "Parts" subcategory, "Freestanding Home Appliances" subcategory except for "Parts" subcategory)	2,8%
"Audio, Video and Household Appliances" ("Espresso machines", "Epilators", "Food preparation appliances", "Professional steam stations", "Projectors" subcategories)	2,5%
"Audio, Video and Household Appliances ("TV Sets" subcategory)	2%
"Sports and Travel" (except for subcategories below)	10%
"Sports and Travel" ("Towels" subcategory in the "Water Sports" category the "Quick-Drying Towels" in the "Hygiene" subcategory and "Training Towels" in the "Training Accessories" subcategory in the "Gym and fitness" category)	12%

"Sports and Travel" (all subcategories "Footwear")	the sales commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Sports and Travel" (all "Clothes" subcategories)	11%
"Sports and Travel" ("Winter Sports" except for "Clothes", Gym and Fitness" excluding the "Clothes" subcategory "Shoes", "Supplements and nutrients" subcategories and "Training Towels" in the "Workout Accessories" subcategory)	The amount of sales commission depends on final price up to PLN 150: 10% Above PLN 150: PLN 15 + 8% from excess over PLN 150
"Sports and Travel" ("Travel Refrigerators" subcategory in the "Travel" category)	the sales commission level depends on the final price: up to PLN 150- 9%, above PLN 150- PLN 13.50 + 6% on the surplus above PLN 150, not more than PLN 70
"Sports and Travel" ("Supplements and nutrients" in "Gym and fitness" subcategories — except for all "Clothes" and "Shoes" subcategories)	8%

"Sports and Travel" ("Bicycles" subcategory in "Bicycles and Accessories" subcategory except for the "Children's" subcategory as well as categories "Electric scooters", "Electric skateboards" in the "Skating, slackline" subcategory)	7%, not more than PLN 100
"Sports and Travel" ("Sports electronics" subcategory)	6%
"Stage, studio and DJ equipment" (except for subcategories below)	8%
"Stage, studio and DJ equipment" ("DJ CD-players", "DJ record players", "DJ mixers", "Recording devices" subcategories)	6%
"Phones and Accessories" (except for subcategories below)	6%
"Phones and Accessories" (all "Accessories" subcategories, "Other" and "GSM Accessories" subcategory)	The sales commission amount depends on the final price: up to PLN 50, it is 12%, over PLN 50, it is PLN 6 + 6% of the amount that exceeds PLN 50
"Phones and Accessories" ("Smartphones and mobile phones" subcategory)	4,5%
"Beauty" (except for subcategories below)	11%

"Beauty" ("Manicure and pedicure" subcategory except for "Appliances")	11%
"Beauty" ("Care" subcategory except for subcategories below	10%
"Beauty" (subcategory "Tanning", "Face", "Hair" except for subcategories below)	9%
"Beauty" ("Perfume and eau de perfume" subcategory)	the sales commission level depends on the final price: up to PLN 100– 9%, above PLN 100 — PLN 9 + 7% on the surplus above PLN 100, not less than PLN 1
"Beauty" ("Appliances" subcategory)	6%
"Beauty" ("Styling appliances" subcategory)	5%
"Housekeeping"	10,5%
"Health" (except for subcategories below)	10%
"Health" ("Erotica" subcategory except for "Erotic lingerie and clothing", "Erotic shoes", "Condoms" subcategories)	16%
"Health" (all "Other" subcategories)	12%

"Health" (subcategory "Erotic footwear", subcategory "Shoes for medical professionals" within the subcategory "Hospital and medical office equipment")	the sales commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Health" (subcategory "Erotic Lingerie and Clothing", "Vision Correction", "Medicine Cabinet Essentials" excluding the subcategories: "Wound Care Products" and "Diagnostic Tests", subcategory "Oral hygiene" except for subcategory "Irrigators", "Toothbrushes")	11%
"Health" ("Condoms" subcategory)	11%, not less than PLN 1
"Health" ("Dermatological cosmetics" subcategory)	9%
"Health" ("Specialized Medical Equipment", "Medical devices" subcategories except for "Dampers, air purifiers" subcategory)	the sales commission level depends on the final price: up to PLN 500- 7%, above PLN 500 — PLN 35 + 5% on the surplus above PLN 500
"Health" ("Irrigators", "Toothbrushes")	5%
"Health" ("Dampers, air purifiers" subcategory)	4%
"Health" (subcategory "OTC drugs")	0%

## Section 4. Fees for additional options

1. The User may choose additional options to define a special way the page featuring the Offer is presented and promoted in Allegro.
2. The fee for each additional option is charged once the Offer is posted and if a given option is selected later — once it is applied.
3. Fees for additional options are collected on the general terms described in subparagraph A below.
4. If the Offer is deleted or terminated before due time on terms described in paragraph 8.2. of the Terms & Conditions, the fees for additional options are refundable less an amount pro-rata to the time for which the Offer was posted in Allegro.
5. Fees for additional options will be charged on a cyclical basis, in accordance with the price list presented below — not applicable to classified ads.
6. The fee for an additional option in form of coin highlight, which amounts to PLN 1.23 for each Coin, is charged each time the reserved price is reached, or the Buy it Now option is used by the Buyer.
  - 6a. For the automatic re-listing of an Offer in the following categories: "Cars", "Real property", "Holidays", "Live animals", "Machines", "Trailers, semi-trailers", "Other vehicles and boats", "Motorcycles and quads", "Services", fees for additional options referred to in paragraph 9B below will be charged each time when the Offer is re-listed, unless the User disables them.
7. Additional services: packing a product as a gift, bringing it into the house, assembling, setting up, preparing for work, and changing the direction of the door opening are exempted from listing fees and sales commission.
8. For Offers with additional options:

In the case of Regular Accounts, for "Featured Offers", "Flexible Feature" and "Promo Package", an additional sales commission shall be charged in the amount of 0.6 of the sales commission value that is applicable in each category.

In the case of a Business Account, for "Featured Offers", "Flexible Feature" and "Promo Package", an additional sales commission shall be charged in the amount of 0.75 of the sales commission value that is applicable in each category.
9. For providing the Subscription service, Allegro will charge the User a fee as per the price list, specified below:



Subject Matter of the Agreement	Amount
Basic Subscription	PLN 39
Professional Subscription	PLN 199
Expert Subscription	PLN 3000

Subscription charged for each commenced 30 days

#### A. Fees for additional options

Fees for additional options amount to:

Option	Fee
Featured Offers [1]	PLN 19/10 days
Flexible Feature [1]	PLN 2.90/1 day
Promo Package [1]	PLN 2.90/1 day for Regular Accounts PLN 3.90/1 day for Business Accounts
Department page	PLN 29/10 days

As part of a multi-variant Offers posted in the following categories:

"Women's Jewelry", "Men's Jewelry", "Children's Jewelry", "Wedding Jewelry", "Piercing", "Clothes"; "Footwear", "Accessories", "Footwear" in the "Kids" category, "Clothes" in the "Kids" category, "Erotic Lingerie and Clothing" in the "Health" category "Offer feature" option cost — 5.90 PLN/10 days

[1] — except for subparagraphs 6 and 8 above

Option	Fee
Minimum price	10% of the reserved price, not more than PLN 100

#### B. Additional options for listing categories specified in subparagraph 5 A, part II

Regular accounts:

a. Offer feature subject to subcategory: Cars; Motorcycles and Quads; Machinery; Trailers, Semitrailers; Other Vehicles and Boats; within the „Automotive” category:

Feature period	Total fee
5 days	PLN 29
10 days	PLN 39
50 days	PLN 169
80 days	PLN 199

b. Offer feature in subcategory: Cars; Motorcycles and Quads; Machinery; Trailers, Semitrailers; Other Vehicles and Boats; within the „Automotive” category:

Promoting period	Total fee
1 day	PLN 4,90
10 days	PLN 39,90
30 days	PLN 59,90

c. promoting on the section page subject to subcategory: Cars; Motorcycles and Quads; Machinery; Trailers, Semitrailers; Other Vehicles and Boats; within the „Automotive” category:

Promoting period	Total fee
5 days	PLN 33
10 days	PLN 49
50 days	PLN 199
90 days	PLN 269

d. Promoting on the section page in subcategory: Cars; Motorcycles and Quads; Machinery; Trailers, Semitrailers; Other Vehicles and Boats; within the „Automotive” category:

Promoting period	Total fee
1 day	PLN 9,90
10 days	PLN 49,90
30 days	PLN 99,90

Business Accounts:

a. Offer feature

Feature period	Total fee
10 days	PLN 39
20 days	PLN 78
30 days	PLN 117

b. promoting on the section page

Promoting period	Total fee
10 days	PLN 49
20 days	PLN 98
30 days	PLN 147

## Section 4 A. Fees on Allegro Lokalnie

1. Where a sales contract is concluded via the Classified with the „Buy now” option or via the Classified with Auction Allegro.pl shall charge a fee for Transaction services. The fee shall be charged to the Seller and it shall amount to 4.9% of the price of the Goods sold for Offers posted in the “Electronics” category and 7.9% of the Goods price for the remaining Offers.

2. The Fee shall be charged the moment the Transaction is made within the meaning of Appendix No. 13 "Allegro Lokalnie". The conclusion of the Transaction shall be confirmed in an email sent by Allegro.pl.

3. Where the Seller as part of Allegro Lokalnie decides to donate the entire price earned on the Goods sold to a Fundraiser or Cause using the Allegro Lokalnie feature, Allegro shall withdraw from charging the fee referred by paragraph 1 above. However, if on Allegro Lokalnie, the Seller donates only a portion of the price for the sold Goods to a Fundraiser using the Allegro Lokalnie functionality, Allegro shall not charge the fee referred to in paragraph 1 above only for the portion of the price donated to the Fundraiser — for the remaining portion of the price the fee shall be charged in accordance with paragraph 1 above.

4. The fee for promoting Classifieds using the promoted listing feature shall amount to:

a) In the case of featured offers visible only on Allegro: for Classifieds and Classifieds with the „Buy now” option for the period of 10 days: PLN 4.90; for Classifieds with Auction for the period of 7 days: PLN 3.40;

b) In the case of featured offers visible in both Allegro and Allegro Lokalnie: for Classifieds with the „Buy now” option for the period of 10 days: PLN 11.90, for the period of 30 days: PLN 13.90, for Classifieds with Auction for the period of 7 days: PLN 8.90;

c) In the case of Classifieds without the "Buy now" option listed in the subcategories: "Cars", "Motorcycles and Quads", "Machinery", "Trailers, semi-trailers" and "Other Vehicles and Boats" in the "Automotive" category: PLN 4.90 for Classifieds in the "Lite" option — for one day; PLN 19.90 for Classifieds in the "Turbo" option — for the period of 10 days, PLN 29.90 for Classifieds in the "Nitro" option — for the period of 30 days.

(d) in the case of Classifieds published by Users with a Regular Account in the "Real Estate" category: PLN 4.90 for Classifieds under the "Basic" option – for a period of 30 days on Allegro Lokalnie; PLN 13.90 for Classifieds under the "Optimum" option – for a period of 30 days on Allegro and Allegro Lokalnie;

(e) in the case of Classifieds published by Users with a Business Account in the "Real Estate" category: PLN 20.00 for Advertisements under the "Basic" option – for a period of 30 days on Allegro Lokalnie; PLN 100.00 for Classifieds under the "Optimum" option – for a period of 30 days on Allegro and Allegro Lokalnie.

5. Fees for listing Classifieds in the subcategories: "Cars", "Machinery", "Trailers, semi-trailers" and "Other Vehicles and Boats" in the "Automotive" category:

a) PLN 4.90 for Classifieds in the "Lite" option;

b) PLN 24.90 for Classifieds in the "Turbo" option;

c) PLN 49.90 for Classifieds in the "Nitro" option;



and in the case of the "Motorcycles and Quads" subcategory:

"Lite" — PLN 1.90/1 day

"Turbo" — PLN 9.90/10 days

"Nitro" — PLN 19.90/30 days

6. The fees for Classifieds under the "Real Estate" category for Users with a Business Account shall be as follows:

(a) PLN 40 for Classifieds under the "Basic" option;

(b) PLN 60 for Classifieds under the "Optimum" option;

7. The fees charged from Users with a Regular Account for the publication of Classifieds under the subcategories Apartments for sale, Houses for sale, Plots for sale, Commercial premises and facilities for sale, Warehouses and storage facilities for sale, Garages for sale, under the "Real Estate" category shall be as follows:

(a) PLN 4.90 for Classifieds under the "Basic" option;

(b) PLN 5.90 for Classifieds under the "Optimum" option;

8. The fees charged from Users with a Standard Account for the publication of Classifieds under the subcategories Apartments for rent, Houses for rent, Plots for rent, Commercial premises and facilities for rent, Warehouses and storage facilities for rent, Garages and parking spaces for rent, Rooms for rent, under the "Real Estate" category shall be as follows:

(a) PLN 0.00 for Classifieds under the "Basic" option;

(b) PLN 0.00 for Classifieds under the "Optimum" option;

## Section 5. Delivery and additional services costs

### 1. Allegro - Delivery Service - InPost - Fees for Services, Returns Service and Additional Services

a. The Delivery Service referred to in Appendix No. 16 to the Allegro Terms & Conditions, which is provided by a Service Provider InPost Sp. z o.o., which provides the Services as part of the following delivery method:

- **Allegro Paczkomaty InPost,**

available only as part of the Allegro Smart! Service

The fee for Sellers for the aforementioned Service shall be:

Service	CODE	Gross fee
<b>Allegro Paczkomaty InPost</b> (max. weight 25kg, max. parcel dimensions (in mm) including the packaging (height x width x length): Size A: 80 x 380 x 640 Size B: 190 x 380 x 640 Size C: 410 x 380 x 640	INP_P1_PACZKOMATY	<b>PLN 0.99</b> — for each shipment under orders valued PLN 40 - PLN 79.99 gross; <b>PLN 2.49</b> — for each shipment under orders valued PLN 80 - PLN 199.99 gross; <b>PLN 3.99</b> — for each shipment under orders valued PLN 200 - PLN 299.99 gross; <b>PLN 4.99</b> — for each shipment under orders valued from PLN 300 gross

b. All Additional Services fees strictly relating to the Goods' delivery under the Allegro Smart! Service are paid for by the Seller as per the table below.

Additional Service	CODE	Gross fee
Additional cover for the parcel for up to PLN 5,000		included in the service price
Additional cover for the parcel for up to PLN 10,000	INP_U1_010000	PLN 1.50
Additional cover for the parcel for up to PLN 20,000	INP_U2_020000	PLN 1.70
Check of parcel weight and dimensions	INP_N1_WER_WYM	PLN 12.30
Parcel treated as an oversized parcel	INP_N2_JAK_GABARYT	PLN 18.45
Parcel check after change of dimensions	INP_N3_WER_GABARYT	PLN 3.68
Oversized parcel larger than 50x50x80 cm or heavier than 30 kg	INP_N4_GABARYT	PLN 246.00

c. Fines and compensations.

Charging basis	CODE	Amount to be charged
A fine for the first <b>event</b> related to the occurrence of a non-conforming Onerous Parcel as a result of prohibited contents of the parcel or faulty packaging	INP_N5_PRZES_UCIAZLIWA_1	PLN 99
A fine for subsequent <b>events</b> related to the occurrence of a non-conforming Onerous Parcel as a result of prohibited contents of the parcel or faulty packaging	INP_N6_PRZES_UCIAZLIWA	PLN 999

d. The fees for the Services ~~and~~ Additional Services, fines and compensations will be charged to the Seller's account in the month in which they were provided or in the following months after the provision of these services, depending on the date when Allegro.pl becomes aware of the basis for charging these fees. In the event of charging fines or compensations, they shall be documented as part of settlements referred to in Part VI and Part VIII of this Appendix.

e. The Returns Service provided as part of the Delivery Service using the following delivery method:

- **Allegro Parcel lockers InPost,**

is paid for by the Buyer.

The fee for the Returns Service is PLN 10.99.

The payment for the Returns Service is made by the Buyer via the Payment Service, using payment methods currently made available by Payment Operators.

## 2. Allegro — Delivery Service — DPD — Fees for Services and Additional Services

a. The Delivery Service, as referred to in Appendix No. of the Allegro Terms & Conditions, which is provided by the Service Provider, DPD Polska Sp. z o.o, who provides the Services as part of the following delivery options:

- **Allegro DPD Courier service**
- **Allegro DPD Courier Service cash on delivery**



- **Allegro DPD Pickup**

b. Seller fees for Services provided based on Delivery Service and Services provided based on Allegro Smart! are as follows:

Service	CODE	Gross fee as part of Delivery	Gross fee as part of Allegro Smart
Allegro DPD Courier service (parcel weighing up to 31.5kg of real or dimensional weight; the longest side max. 150cm; sum of width, length and height max. 300cm) [1] [2]	DPD_P1_KURIER	PLN 12.99	<b>PLN 1.99</b> - for each parcel under orders valued PLN 40 - PLN 79.99 gross; <b>PLN 3.99</b> - for each parcel under orders valued PLN 80 - PLN 199.99 gross; <b>PLN 5.99</b> - for each parcel under orders valued PLN 200 - PLN 299.99 gross; <b>PLN 6.99</b> - for each parcel under orders valued from PLN 300 gross
<b>Allegro DPD Pickup</b> (parcel weighing up to 20 kg, real or dimensional weight, the longest side max. 100 cm, the sum of height and circumference (i.e. 2x height + 2x width) max 250 cm))	DPD_P1_PUNKTY	PLN 8.99	PLN 0.99 - for each shipment under orders valued PLN 40 - PLN 79.99 gross; PLN 2.49 - for each shipment under orders valued PLN 80 - PLN 199.99 gross; PLN 3.99 - for each shipment under orders valued PLN 200 - PLN 299.99 gross; PLN 4.99 - for each shipment under orders valued from PLN 300 gross

[1] All packages with a real weight exceeding 31,5 kg up to 50 kg, apart from relevant additional fees for overweight packages above 31,5 kg, are subject to additional fee for non-standard package. Surcharge amounts applicable are specified in the Additional Services price list in subparagraph (c) below.

[2] All packages with an real weight exceeding 50 kg should be placed on a pallet. The fee for the Service including the pallet is based on the real weight not lower than 288 kg. If the real or dimensional weight is higher than 288 kg, the fee for the Service is based on the higher weight (real or dimensional). Surcharge amounts applicable to dimensional weight are specified in the Additional Services price list in subparagraph (c) below.

c. All Additional Services strictly relating to the Service referred to in item b. above are paid by the Seller as per the table below:

Additional Service	CODE	Gross fee
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Cash on delivery (maximum cash on delivery amount PLN 15 000)	DPD_P2_KURIER_POBRANIE	PLN 4.00 (under the Allegro Smart! Service — PLN 3.49)
Collection order (applicable to a one-off order for the collection of at least 1 package)	DPD_N1_PODJAZD	Included in the Service price
Unsuccessful pick-up (applies to ordering a courier service and failing to release the package)	DPD_N3_PUSTY_PODJAZD	PLN 12.30
Additional cover for the parcel for up to PLN 1,000	DPD_U1_001000	Included in the Service price
Additional cover for the parcel for up to PLN 2,000	DPD_U2_002000	PLN 1.49
Additional cover for the parcel for up to PLN 3,000	DPD_U3_003000	PLN 2.49
Additional cover for the parcel for up to PLN 4,000	DPD_U4_004000	PLN 3.49
Additional cover for the parcel for up to PLN 5,000	DPD_U5_005000	PLN 4.99
Additional cover for the parcel for up to PLN 10,000	DPD_U6_010000	PLN 7.99
Additional cover for the parcel for up to PLN 20,000	DPD_U7_020000	PLN 9.99
Additional cover for the parcel for up to PLN 50,000	DPD_U8_050000	0.123% of the declared value
Additional cover for the parcel above PLN 50,000	DPD_U9_050000_PLUS	0.246% of the declared value
Non-standard parcel (package/pallet)	DPD_N2_PRZES_NSTAND	PLN 19.99
Predict SMS	DPD_N4_SMS_PREDICT	PLN 0.99
Predict Email	DPD_N35_EMAIL_PREDICT	Included in the Service price
Advice notice SMS	DPD_N36_SMS_AWIZO	Included in the Service price

Advice notice Email	DPD_N37_EMAIL_AWIZO	Included in the Service price
Surcharge for Allegro DPD Pickup service for a parcel weighing over 20 to 31.5 kg (real or dimensional weight)	DPD_N38_PUNKTY_NADWAGA_20_31_5	PLN 19.99
Package surcharge weighing above 31.5kg to 40kg (real or dimensional weight)	DPD_N22_NAD_31_5_40	PLN 35.99
Package surcharge weighing above 40kg to 50kg (real or dimensional weight)	DPD_N23_NAD_40_50	PLN 45.99
Package/pallet surcharge weighing above 50kg to 100kg (the weight is determined on the basis of dimensional weight)	DPD_N24_NAD_50_100	PLN 159
Package/pallet surcharge weighing above 100kg to 200kg (the weight is determined on the basis of dimensional weight)	DPD_N24_NAD_100_200	PLN 179
Package/pallet surcharge weighing above 200kg to 300kg (the weight is determined on the basis of dimensional weight)	DPD_N25_NAD_200_300	PLN 199
Package/ pallet surcharge weighing an real or dimensional weight above 300kg to 500kg (the fee is calculated on the basis of the higher weight)	DPD_N26_NAD_300_500	PLN 219
Package/ pallet surcharge weighing an real or dimensional weight above 500kg to 700kg (the fee is calculated on the basis of the higher weight)	DPD_N27_NAD_500_700	PLN 259
Parcel charged at length-based dimensional weight	DPD_N28_DLUZYCA	+100 kg of weight per each started meter exceeding 250 cm
Industrial pallet	DPD_N5_PALETA_DOPLATA	PLN 56.58
Redirecting a package	DPD_N6_PRZEKIEROWANIE	PLN 12.99

Package return to sender	DPD_N7_ZWROT	PLN 12.99
Another Deliver Attempt (third and subsequent delivery attempts)	DPD_N21_DOR_KOLEJNE	PLN 14.99
DPD 9:30 (delivery by 9:30am)	DPD_N8_DOR_GWR_9	PLN 49.99
DPD 12:00 (delivery by noon)	DPD_N9_DOR_GWR_12	PLN 29.99
DPD at a specific time (delivery at a specific time)	DPD_N10_DOR_GWR_GODZ	PLN 36.90
DPD Next Day (package of up to 31.5 kg)	DPD_N11_DOR_GWR_NEXT_D	PLN 6.99
DPD Next Day package weighing more than 31.5kg	DPD_N12_DOR_GWR_NEXT_D_GAB	PLN 35.99
SATURDAY (collection or delivery on Saturday)	DPD_N13_NAD_DOR_SO	PLN 19.99
SUNDAYS AND HOLIDAYS (collection or delivery on Sundays or holidays)	DPD_N14_NAD_DOR_ND_SW	PLN 36.90
Personal delivery	DPD_N15_DOR_DRW	PLN 13.99
Wrong contact number	DPD_N16_BLAD_TEL	PLN 1.48
Incorrect address details	DPD_N17_BLAD_ADR	PLN 1.48
Late delivery between 5 pm and 9 pm	DPD_N20_DOR_WIECZOR	PLN 7.99
Surcharge for delivery in zone 2, per package/pallet weighing more than 31.5 kg*	DPD_N28_DOR_GAB_S2	PLN 15.99
Surcharge for delivery in zone 3, per each package/pallet weighing more than 31.5kg*	DPD_N18_DOR_GAB_S3	PLN 29.99
Repacking	DPD_N19_PRZEPAKOWANIE	PLN 12.30
Return documents	DPD_N29_DOR_POD	PLN 9.99
Package shipping/delivery confirmation (electronic/on-demand)	DPD_N30_EPOD	PLN 2.99

Package shipping/delivery confirmation (paper/on-demand)	DPD_N31_POD_Normal	PLN 7.99
Pickup order via DPD Contact Centre (telephone or email)	DPD_N32_NAD_CEXORDER	PLN 5.99
C.O.D. listing by email (Standard)	DPD_N33_POBRANIE_WYKAZ	PLN 1.23
C.O.D. listing by email (additional statement/on-demand)	DPD_N34_POBRANIE_WYKAZC OD	PLN 3.69

\*surcharge for delivery to zones 2 and 3 applies only to packages above 31.5 kg and pallets. The zone tables are available at [www.dpd.com.pl](http://www.dpd.com.pl)

d. In the cases when the value corresponding to the dimensional weight of the package, calculated as follows: width in cm x length in cm x height in cm/6000, exceeds the value corresponding to the real weight of the package, the price for the Service will be determined on the basis of the dimensional weight of the package.

e. The fees for the Services and Additional Services will be charged to the Seller's account in the month in which they were provided or in the following months after the provision of these services, depending on the date when Allegro.pl becomes aware of the basis for charging these fees.

### 3. Allegro — Delivery Service — Poczta Polska postal services — Fees for Services and Additional Services

a. The Delivery Service, as referred to in Appendix 16 to the Allegro Terms & Conditions, which is provided with the Service Provider: Poczta Polska SA, which provides the Services as part of the following delivery methods:

- **Allegro Pocztex 48 courier**
- **Allegro Pocztex 48 courier cash on delivery**
- **Allegro Post Office, Żabka, Orlen, Ruch Pickup Locations/Parcel Lockers**
- **Allegro Post Office cash on delivery Pickup Locations/Parcel Lockers**
- **Allegro registered mail**

b. The Seller fees for the Services provided based on the Delivery Service and Services provided based on Allegro Smart! are as follows:

Service	CODE	Gross fee as part of Delivery Service	Gross fee as part of Allegro Smart!
(i) <b>Allegro Pocztex 48 courier</b> (maximum parcel parameters: max. weight 30kg, max. the sum of width, length, and height up to 250cm; longest side max. 150 cm)	PP_P1_KURIER_48 (for the first package in the shipment) PP_P6_KURIER_48_POD (for further packages in the shipment)	PLN 11.99	<b>PLN 1.99</b> - for each shipment under orders valued PLN 40 - PLN 79.99 gross; <b>PLN 3.99</b> - for each shipment under orders valued PLN 80 - PLN 199.99 gross; <b>PLN 5.99</b> - for each shipment under orders valued PLN 200 - PLN 299.99 gross; <b>PLN 6.99</b> - for each shipment under orders valued from PLN 300 gross
(ii) <b>Allegro Pocztex 48 courier cash on delivery</b> (maximum parcel parameters: max. weight 30kg, max. the sum of width, length, and height up to 250cm; longest side max. 150 cm)	PP_P2_KURIER_48_POBRANIE (for the first package in the shipment) PP_P7_KURIER_48_POBRANIE_POD (for further packages in the shipment)	PLN 15.99	<b>PLN 5.48</b> - for each shipment under orders valued PLN 40 - PLN 79.99 gross; <b>PLN 7.48</b> - for each shipment under orders valued PLN 80 - PLN 199.99 gross; <b>PLN 9.48</b> - for each shipment under orders valued PLN 200 - PLN 299.99 gross; <b>PLN 10.48</b> - for each shipment under orders valued from PLN 300 gross

<p>(iii) <b>Allegro Post Office, Żabka, Orlen, Ruch Pickup Locations/Parcel Lockers</b> (maximum package parameters: max. weight 20 kg; max. dimensions 70 x 60 x 60cm)</p>	<p>PP_P3_PUNKTY</p>	<p>PLN 8.99</p>	<p><b>PLN 0.99</b> - for each shipment under orders valued PLN 40 - PLN 79.99 gross; <b>PLN 2.49</b> - for each shipment under orders valued PLN 80 - PLN 199.99 gross; <b>PLN 3.99</b> - for each shipment under orders valued PLN 200 - PLN 299.99 gross; <b>PLN 4.99</b> - for each shipment under orders valued from PLN 300 gross</p>
<p>(iv) <b>Post Office cash on delivery Pickup Locations/Parcel Lockers</b> (maximum package parameters: max. weight 20 kg; max. dimensions 70 x 60 x 60cm)</p>	<p>PP_P4_PUNKTY_POBRANIE</p>	<p>PLN 12.99</p>	<p><b>PLN 4.48</b> - for each shipment under orders valued PLN 40 - PLN 79.99 gross; <b>PLN 5.98</b> - for each shipment under orders valued PLN 80 - PLN 199.99 gross; <b>PLN 7.48</b> - for each shipment under orders valued PLN 200 - PLN 299.99 gross; <b>PLN 8.48</b> - for each shipment under orders valued from PLN 300 gross</p>

(v) <b>Allegro registered mail</b> (maximum package parameters: max. weight 1 kg; max. total of all dimensions: width+height+length up to 70 cm; the longest side max. 50 cm; the shortest side max. 6 cm)	PP_P5_PRZESYLKA_POLECONA	PLN 6.99	unavailable
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c. Any Additional Services related to the Service:

- **Allegro Pocztex 48 courier**
- **Allegro Pocztex 48 courier cash on delivery**
- **Allegro Post Office, Żabka, Orlen, Ruch Pickup Locations/Parcel Lockers**
- **Allegro Post Office cash on delivery Pickup Locations/Parcel Lockers**

referred to in item b.(i), (ii), (iii), and (iv) above are paid by the Seller as per the table below:

Additional Service	CODE	Gross fee
Additional cover for the parcel for up to PLN 1,000	PP_U1_001000	included in the Service price
Additional cover for the parcel for up to PLN 5,000	PP_U2_005000	PLN 1.99
Additional cover for the parcel for up to PLN 10,000	PP_U3_010000	PLN 3.99
Additional cover for the parcel for up to PLN 20,000	PP_U4_020000	PLN 5.99
Additional cover for the parcel for up to PLN 50,000	PP_U5_050000	PLN 7.99
Additional cover for the parcel for up to PLN 250,000	PP_U6_250000	0.246% of the declared value
Handle with care	PP_N3_OSTROZNIE	PLN 6.99

Content check	PP_N1_SPR_ZAWAR	PLN 6.99
Declaration of value over PLN 100	PP_N2_DEKL_WART	PLN 0.07 for each started PLN 10 of the declared value, not less than PLN 1.23. Max. declared value: PLN 70,000
Parcel return (due to the inability to deliver it)	PP_N5_ZWROT	PLN 11.99 * (1)
Non-standard parcel	PP_N4_PRZES_NSTAND	PLN 25.99 per parcel if the Seller's non-standard parcel rate is not higher than 15% of all Seller's parcels shipped in a particular month or PLN 65.99 per parcel if the Seller's non-standard parcel rate is higher than 15% of all Seller's parcels shipped in a particular month. The surcharge will be charged in this case on each non-standard parcel shipped in a particular calendar month.
Electronic collection confirmation (EPO) (2)	PP_N8_EPO	PLN 4.99
Return documents — (return documents returned by courier) (2)	PP_N9_ZWROTNE_KURIER	PLN 19.99
Return documents — (return documents returned by registered/ unregistered/ priority/ economic mail) (2)	PP_N10_ZWROTNE_LIST	PLN 19.99
Collection confirmation — (collection confirmation returned by courier) (2)	PP_N11_POTW_KURIER	PLN 19.99
Collection confirmation — (collection confirmation returned by registered/ unregistered/ priority/ economic mail) (2)	PP_N12_POTW_LIST	PLN 19.99
Personal delivery	PP_N13_DORAKWLASNYCH	PLN 25.99



(1) Where returning to the Seller a parcel sent with additional services:

- Handle with care
- Declaration of value over PLN 100
- Non-standard parcel

in addition to the parcel return fee, a fee for the aforementioned additional services will be charged again.

(2) The Service is unavailable for Allegro Post Office Cash on Delivery Pickup Locations/Parcel Lockers and Allegro Post Office, Żabka, Orlen, Ruch Pickup Locations/Parcel Lockers.

d. Additional Services related to Allegro registered mail as referred to in item b (v) above are payable by the Seller as per the following table:

Additional Service	CODE	Gross fee
Collection confirmation	PP_N6_POTWIERDZENIE	PLN 2.60
Registered mail return (due to the inability to deliver it)	PP_N7_ZWROTPOLECONA	PLN 6.99

e. The fees for the Services and Additional Services will be charged to the Seller's account in the month in which they were provided or in the following months after the provision of these services, depending on the date when Allegro.pl becomes aware of the basis for charging these fees.

#### 4. Allegro — Delivery Service — UPS — Fees for Services and Additional Services

a. The Delivery Service, as referred to in Appendix 16 to the Allegro Terms & Conditions, which is provided of Service Provider UPS Polska sp z o.o., who provides the Services as part of the following delivery method:

- **Allegro UPS Courier Service**
- **Allegro UPS Courier service cash on delivery**

- **Allegro Pick-up Point UPS**

b. The fees for Sellers for the Services provided based on the Delivery Service and the Services provided as part of Allegro Smart! Service are as follows:

Service	CODE	Gross fee as part of the Delivery Service	Gross fee as part of the Allegro Smart!Service
<b>Allegro UPS Courier service)</b> (package weighing up to 20 kg real or dimensional weight, the longest side max 100 cm, the second-longest side max 76 cm, the sum of length and circumference (i.e. 2x height + 2x width) max 300 cm)	UPS_P1_KURIER_S TANDARD	PLN 12.99	<b>PLN 1.99</b> - for each parcel under orders valued PLN 40 - PLN 79.99 gross; <b>PLN 3.99</b> - for each parcel under orders valued PLN 80 - PLN 199.99 gross; <b>PLN 5.99</b> - for each parcel under orders valued PLN 200 - PLN 299.99 gross; <b>PLN 6.99</b> - for each parcel under orders valued from PLN 300 gross
<b>Allegro Pick-up Point UPS</b> (package weighing up to 20 kg, real weight, the longest side max 97 cm, the sum of lengths of all sides max 300 cm)	UPS_P1_PUNKTY	PLN 8.99	<b>PLN 0.99</b> - for each parcel under orders valued PLN 40 - PLN 79.99 gross; <b>PLN 2.49</b> - for each parcel under orders valued PLN 80 - PLN 199.99 gross; <b>PLN 3.99</b> - for each parcel under orders valued PLN 200 - PLN 299.99 gross; <b>PLN 4.99</b> - for each parcel under orders valued from PLN 300 gross

c. All Additional Services strictly relating to the Service referred to in item b. above are paid by the Seller as per the table below:

Additional Service	CODE	Gross fee
<b>Cash on Delivery</b> (maximum COD amount is PLN 15,000)	UPS_N1_POBRANIE	PLN 4.00 (PLN 3.49 in Allegro Smart! Service)

Surcharge for a package weighing over 20 to 30 kg (real or dimensional weight)	UPS_N27_DOPLATA_20_30	PLN 19.99
Surcharge for a package weighing over 30 to 70 kg (real or dimensional weight)	UPS_N28_DOPLATA_30_70	PLN 99.99
Return to the Seller of a package weighing up to 20 kg (real or dimensional weight)	UPS_N3_ZWROT20	PLN 12.99
Return to the Seller of a package weighing over 20 to 30 kg (real or dimensional weight)	UPS_N30_ZWROT2030	PLN 32.99
Return to the Seller of a package (weighing over 30 (real or dimensional weight)	UPS_N6_ZWROT3070	PLN 112.99
Delivery on Saturday	UPS_N7_DOR_SOBOTA	PLN 15.99
On-Call Pickup: by phone or online (if the Seller does not have a Standing On-Call Pickup agreed with UPS)	UPS_N8_ODBIORADHOC	PLN 4.99
Standing On-Call Pickup (as agreed with and approved by UPS)	UPS_N9_ODBIOR_STALY	included in the Service price
Additional handling of non-standard parcels (as defined by UPS, e.g. a package shaped like a drum, barrel, or tire, a package with the longest side >100 cm or the other side >76 cm, or weighing over 32 kg)	UPS_N10_NIESTANDARD_DOP LATA	PLN 19.99
Declared parcel value up to PLN 2,000	UPS_U1_2000	included in the Service price
Declared parcel value from PLN 2,000.01 to PLN 50,000	UPS_U2_50000	PLN 4.99
Declared parcel value from PLN 50,000.01 to PLN 100,000	UPS_U3_100000	0.123% of the declared parcel value

Declared parcel value of over PLN 100,000	UPS_U4_POW100000	0.246% of the declared parcel value
Large Package Surcharge (the description of the Large Package Surcharge can be found in section f. below the Additional Services table and UPS Terms and Conditions)	UPS_N15_BIGPARCEL_DOPLAT A	PLN 119
Return of Documents (paper version)	UPS_N20_POD_STANDARD	PLN 19.99
UPS carbon neutral	UPS_N21 CARBON	PLN 0.99
Over Maximum Limits (as per UPS Terms and Conditions) (the description of the surcharge for the package can be found in section g. below the Additional Services table and UPS Terms and Conditions)	UPS_N22_POWLIMT_DOPLATA	PLN 699
Address Verification	UPS_N24_WERYFADRES_DOPL ATA	PLN 24.99

d. The fees for the Services and Additional Services will be charged to the Seller's account in the month in which they were provided or in the following months after the provision of these services, depending on the date when Allegro.pl becomes aware of the basis for charging these fees.

e. In the cases when the value corresponding to the dimensional weight of the package, calculated as follows: width in cm x length in cm x height in cm/5,000, exceeds the value corresponding to the actual weight of the package, the price for the Service will be determined on the basis of the dimensional weight of the package.

f. A Large Package Surcharge is charged for each UPS parcel if the sum of its length and circumference  $[(2 \times \text{width}) + (2 \times \text{height})]$  is over 300 cm and below or equal to 400 cm. In addition to the surcharge, large packages are subject to a minimum billable weight of 40 kg. Additional Handling Charge is not charged when the Large Package Surcharge is charged.

g. Packages exceeding maximum permitted limits are packages with the weight exceeding 70 kg, with the length exceeding 274 cm, or packages with the sum of its length and circumference exceeding (400 cm) — they will not be accepted for transport. If such a package is added to the UPS parcel delivery system, in addition to standard shipping costs, it will be subject to an additional Over Maximum Limits

charge. Packages with the sum of their length and circumference exceeding 400 cm are also subject to the Large Package Surcharge.

h. if the package returned to the Seller, at the time of its delivery to the Buyer was charged for an Additional Service such as additional handling of non-standard parcels, declared parcel value, large package surcharge, over maximum limits charge, these Additional Services charges will be also charged and added to the fee for the package return.

## 5. Allegro Lokalnie — InPost — additional services and fees

a. The Delivery Service referred to in Appendix No. 16a to the Allegro Terms & Conditions, provided by InPost Sp. z o.o., includes the following delivery methods:

- Allegro Paczkomaty Inpost

b. The fee for the Service provided as part of the Delivery Service is:

Service	CODE	Gross fee
Allegro Paczkomaty InPost (a parcel with a maximum weight of 25kg and maximum dimensions of 41cm x 38cm x 64cm)	INP_P1_PACZKOMAT	PLN 8.99

In the process of preparing a parcel for shipment, the Seller must indicate the real size of the parcel.

The Service price includes additional insurance for up to PLN 5,000.

c. The maximum amount of the fees referred to in Section 3(5) of Appendix No. 16a to the Allegro Terms & Conditions:

Fines and compensations	CODE	Amount to be charged
A fine for the first event related to the occurrence of a Onerous Parcel caused by forbidden parcel content or faulty packaging	INP_N5_PRZES_UCIAZLIWA_1	PLN 99
A fine for subsequent events related to the occurrence of a Onerous Parcel caused by forbidden parcel content or faulty packaging	INP_N6_PRZES_UCIAZLIWA	PLN 999

d. The Service fee will be added to the Seller's account in the month in which such Service was provided.

e. Fines and compensations for the events referred to in paragraph (c) above will be charged to the Seller in the month following the month in which they occurred or in the following months after their occurrence, depending on the date on which Allegro.pl obtains information concerning the basis for charging such fines and compensations. In order to document them. They shall be documented as part of settlements referred to in Part VI and Part VIII of this Appendix.

## **6. Allegro - Delivery Services — International shipments — fees for Services and Additional Services**

a. The Delivery Service referred to in Appendix No. 16 to the Allegro Terms & Conditions, performed by DPD Polska sp. z o.o., which provides Services that include the following delivery options:

- Allegro DPD Courier Austria
- Allegro DPD Courier Belgium
- Allegro DPD Courier Bulgaria
- Allegro DPD Courier Croatia
- Allegro DPD Courier Czech Republic
- Allegro DPD Courier Denmark
- Allegro DPD Courier Estonia
- Allegro DPD Courier Finland
- Allegro DPD Courier France
- Allegro DPD Courier Greece
- Allegro DPD Courier Spain
- Allegro DPD Courier Netherlands
- Allegro DPD Courier Ireland
- Allegro DPD Courier Lithuania
- Allegro DPD Courier Latvia
- Allegro DPD Courier Luxembourg



- Allegro DPD Courier Germany
- Allegro DPD Courier Portugal
- Allegro DPD Courier Romania
- Allegro DPD Courier Slovakia
- Allegro DPD Courier Slovenia
- Allegro DPD Courier Sweden
- Allegro DPD Courier Hungary
- Allegro DPD Courier Italy

b. Fees for Sellers for the Services performed on the basis of the Delivery Service:

Delivery method	Code	Gross fee for a package of up to 10 kg
Allegro DPD Courier Czech Republic	DPD_EKSPORT_P1_KURIER_CZECHY	PLN 16.99
Allegro DPD Courier Hungary	DPD_EKSPORT_P1_KURIER_WEGRY	PLN 16.99
Allegro DPD Courier Slovakia	DPD_EKSPORT_P1_KURIER_SLOWACJA	PLN 16.99
Allegro DPD Courier Lithuania	DPD_EKSPORT_P1_KURIER_LITWA	PLN 21.99
Allegro DPD Courier Latvia	DPD_EKSPORT_P1_KURIER_LOTWA	PLN 21.99
Allegro DPD Courier Germany	DPD_EKSPORT_P1_KURIER_NIEMCY	PLN 25.99
Allegro DPD Courier Netherlands	DPD_EKSPORT_P1_KURIER_HOLANDIA	PLN 25.99
Allegro DPD Courier Estonia	DPD_EKSPORT_P1_KURIER_ESTONIA	PLN 34.99
Allegro DPD Courier Slovenia	DPD_EKSPORT_P1_KURIER_SLOWENIA	PLN 34.99
Allegro DPD Courier Austria	DPD_EKSPORT_P1_KURIER_AUSTRIA	PLN 34.99
Allegro DPD Courier Belgium	DPD_EKSPORT_P1_KURIER_BELGIA	PLN 34.99
Allegro DPD Courier Luxembourg	DPD_EKSPORT_P1_KURIER_LUKSEMBURG	PLN 59.99
Allegro DPD Courier Romania	DPD_EKSPORT_P1_KURIER_RUMUNIA	PLN 59.99
Allegro DPD Courier Bulgaria	DPD_EKSPORT_P1_KURIER_BULGARIA	PLN 59.99
Allegro DPD Courier France	DPD_EKSPORT_P1_KURIER_FRANCJA	PLN 59.99
Allegro DPD Courier Italy	DPD_EKSPORT_P1_KURIER_WLOCHY	PLN 59.99
Allegro DPD Courier Ireland	DPD_EKSPORT_P1_KURIER_IRLANDIA	PLN 59.99
Allegro DPD Courier Denmark	DPD_EKSPORT_P1_KURIER_DANIA	PLN 69.99
Allegro DPD Courier Spain	DPD_EKSPORT_P1_KURIER_HISZPANIA	PLN 69.99

Allegro DPD Courier Portugal	DPD_EKSPORT_P1_KURIER_PORTUGALIA	PLN 69.99
Allegro DPD Courier Sweden	DPD_EKSPORT_P1_KURIER_SZWECJA	PLN 69.99
Allegro DPD Courier Finland	DPD_EKSPORT_P1_KURIER_FINLANDIA	PLN 86.99
Allegro DPD Courier Croatia	DPD_EKSPORT_P1_KURIER_CHORWACJA	PLN 86.99
Allegro DPD Courier Greece	DPD_EKSPORT_P1_KURIER_GRECJA	PLN 86.99

Packages handled as part of the international Allegro DPD Courier service should have the following standard parameters:

- a standard package is a rectangular one with no oversized elements;
- maximum weight of a single package: 31.5 kg;
- longest side: 175 cm (maximum height);
- maximum dimensions (2 x width + 2 x length + height) <= 300 cm

Packages sent by the Seller that fail to meet the standard parameters specified above will be subject to additional fees listed in the Additional Services price-list.

c. All fees for Additional Services, related closely to the Service referred to in sub-paragraph b above shall be paid by the Seller, in accordance with the table below:

<b>Delivery method</b>	<b>Code</b>	<b>Additional gross fee for packages above 10 kg and no more than 20 kg</b>
Allegro DPD Courier Czech Republic	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_CZECHY	19.99
Allegro DPD Courier Hungary	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_WĘGRY	19.99
Allegro DPD Courier Slovakia	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_SŁOWACJA	19.99
Allegro DPD Courier Lithuania	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_LITWA	19.99
Allegro DPD Courier Latvia	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_ŁOTWA	19.99
Allegro DPD Courier Germany	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_NIEMCY	29.99
Allegro DPD Courier Netherlands	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_HOLANDIA	29.99



Allegro DPD Courier Estonia	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_ESTONIA	29.99
Allegro DPD Courier Slovenia	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_SŁOWENIA	29.99
Allegro DPD Courier Austria	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_AUSTRIA	29.99
Allegro DPD Courier Belgium	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_BELGIA	29.99
Allegro DPD Courier Luxembourg	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_LUKSEMBURG	39.99
Allegro DPD Courier Romania	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_RUMUNIA	39.99
Allegro DPD Courier Bulgaria	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_BUŁGARIA	39.99
Allegro DPD Courier France	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_FRANCJA	39.99
Allegro DPD Courier Italy	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_WŁOCHY	39.99
Allegro DPD Courier Ireland	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_IRLANDIA	49.99
Allegro DPD Courier Denmark	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_DANIA	49.99
Allegro DPD Courier Spain	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_HISZPANIA	49.99
Allegro DPD Courier Portugal	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_PORTUGALIA	49.99
Allegro DPD Courier Sweden	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_SZWECJA	49.99
Allegro DPD Courier Finland	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_FINLANDIA	59.99
Allegro DPD Courier Croatia	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_CHORWACJA	59.99
Allegro DPD Courier Greece	DPD_EKSPORT_N1_KURIER_NADWAGA_10_20_GRECJA	59.99

<b>Delivery method</b>	<b>Code</b>	<b>Additional gross fee for packages above 20 kg and no more than 31.5 kg</b>
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Allegro Courier Czech Republic	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_CZECHY	43.99
Allegro Courier Hungary	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_WĘGRY	43.99
Allegro Courier Slovakia	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_SŁOWACJA	43.99
Allegro Courier Lithuania	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_LITWA	43.99
Allegro Courier Latvia	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_ŁOTWA	43.99
Allegro Courier Germany	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_NIEMCY	69.99
Allegro Courier Netherlands	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_HOLANDIA	69.99
Allegro Courier Estonia	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_ESTONIA	69.99
Allegro Courier Slovenia	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_SŁOWENIA	69.99
Allegro Courier Austria	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_AUSTRIA	69.99
Allegro Courier Belgium	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_BELGIA	69.99
Allegro Courier Luxembourg	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_LUKSEMBU RG	89.99
Allegro Courier Romania	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_RUMUNIA	89.99
Allegro Courier Bulgaria	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_BUŁGARIA	89.99
Allegro Courier France	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_FRANCJA	89.99
Allegro Courier Italy	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_WŁOCHY	89.99
Allegro Courier Ireland	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_IRLANDIA	119.99
Allegro Courier Denmark	DPD	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_DANIA	119.99

Allegro DPD Courier Spain	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_HISZPANIA	119.99
Allegro DPD Courier Portugal	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_PORTUGALI A	119.99
Allegro DPD Courier Sweden	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_SZWECJA	119.99
Allegro DPD Courier Finland	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_FINLANDIA	129.99
Allegro DPD Courier Croatia	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_CHORWACJ A	129.99
Allegro DPD Courier Greece	DPD_EKSPORT_N2_KURIER_NADWAGA_20_31_5_GRECJA	129.99

<b>Additional Service</b>	<b>Code</b>	<b>Gross fee</b>
Pick-up order placed through DPD Contact Center (telephone or e-mail)	DPD_EKSPORT_N3_ZLECENIE_ODBIORU	Included in the Service price
Empty vehicle (pick-up scheduled, but the package has not been handed over to the courier)	DPD_EKSPORT_N4_PUSTY_PODJAZD	Included in the Service price
Return to sender	DPD_EKSPORT_N5_ZWROT_DO_NADAWCY	PLN 16.99
Exceeding technical limits (1)	DPD_EKSPORT_N6_PRZEKROCZENIE_OGRANICZEN_TECHNICZNYCH	PLN 249
Additional package protection	DPD_EKSPORT_U1_DODATKOWA_OCHRONA_DO_2000	PLN 1.99

above PLN 1,000 and no more than PLN 2,000		
Additional package protection up to PLN 3,000	DPD_EKSPORT_U2_DODATKOWA_OCHRONA_DO_3000	PLN 2.99
Additional package protection up to PLN 4,000	DPD_EKSPORT_U3_DODATKOWA_OCHRONA_DO_4000	PLN 3.99
Additional package protection up to PLN 5,000	DPD_EKSPORT_U4_DODATKOWA_OCHRONA_DO_5000	PLN 6.49
Additional package protection up to PLN 10,000	DPD_EKSPORT_U5_DODATKOWA_OCHRONA_DO_10000	PLN 45.99
Additional package protection up to PLN 20,000	DPD_EKSPORT_U6_DODATKOWA_OCHRONA_DO_20000	PLN 45.99
Additional package protection up to PLN 50,000	DPD_EKSPORT_U7_DODATKOWA_OCHRONA_DO_50000	PLN 119
Non-standard package (2)	DPD_EKSPORT_N7_PACZKA_NIESTANDARDOWA	PLN 249
SMS Predict	DPD_EKSPORT_N8_SMS_PREDICT	PLN 0.99
E-mail Predict	DPD_EKSPORT_N9_EMAIL_PREDICT	Included in the Service price

Pick-up confirmation / Delivery confirmation (electronic version / upon request)	DPD_EKSPORT_N12_POTWIERDZENIE_ELEKTRONICZNE	PLN 19.99
Pick-up confirmation / Delivery confirmation (paper version / upon request)	DPD_EKSPORT_N13_POTWIERDZENIE_PAPIEROWE	PLN 19.99

1) Exceeding technical limits:

- package longer than 175 cm; or
- girth of more than 300 cm; or
- heavier than 31.5 kg (actual or dimensional weight)

2) Non-standard package means any package that meets at least one of the following criteria:

- the shape makes it impossible to use the sorter for automatic sorting purposes; or
- the shape is cylindrical, round, or oval (e.g., tube, fabric roll); or
- the shape is irregular (this includes packages that are not placed in regular-shaped boxes); or
- there are any elements extending beyond the regular shape; or the packaging material (e.g., rubber) prevents normal operations of the sorter; or
- the package contains tires that are not packed in accordance with DPD guidelines; or
- the package is made up of two parts that form an irregular whole.

d. Fees for Services and Additional Services will be added to the Seller's bill in the month in which they are performed, or in subsequent months, depending on when Allegro.pl becomes aware of the basis for charging such fees.

## Section 6. Settlements

### A. Settlements of amounts payable



1. For each User, settlements for the full scope of services related to ensuring functionality and services available on the Allegro commercial platform (the "Comprehensive Service") are separate for each Account type. The Comprehensive Service does not cover services and settlements referred to in Section 5, item 1e or settlements which are not VAT-taxable ("NoVAT Settlements") referred to in Section 8.

2. Settlement data may be managed upon logging in to the Account; from their Account, each User may view their current and past settlement and transaction reports (that state the fees and sales commissions charged, and the refund amounts, i.e., the settlement balance). Such settlements include a detailed calculation of partial fees that make up the total fee for the Comprehensive Service and the No-VAT Settlements, as referred to in Section 8.

3. Users are obliged to pay all amounts due to Allegro.pl until the fourteenth day of the next month.

4. Users who receive invoices are obliged to pay the amount payable indicated in the invoice irrespective of its amount.

5. A User that does not receive any invoices is obliged to pay the fees due to Allegro.pl after the end of a given billing cycle. It is not required to make any payment in case the total amount due as of the end of a month is below PLN 10.00. In such case, the User shall make a payment after the end of the month in which the amount due reaches at least PLN 10.00. However, upon the request of Allegro.pl, the User shall be obliged to make a payment within a specific deadline even if the total balance is below PLN 10.00.

6. Failure to pay the amount payable within the required time limit may result in the User Account functionality being partially or completely disabled. In such a case, the restoration of full Account functionality shall be conditional on the settlement of all amounts payable to Allegro.pl.

7. Payments to the Allegro.pl shall be made to an individual bank account assigned to a given Account. Payment details are available upon logging in to the Account.

8. Payments made by Users to Allegro.pl are credited towards the amounts arising from an invoice that is due and payable. When it comes to the Users referred to in section 5 above, such payments are credited for the monthly settlement of a given billing cycle. With respect to a single billing cycle, payments made by Users are credited on a pro-rata basis to the Comprehensive Service and No-VAT Settlements. In case the fee due to Allegro.pl is made up of several due and payable invoices or monthly settlements of billing cycles, payments made by Users are credited first towards the oldest of them.

## B. Overpayments

1. If an overpayment is made to the Account during a billing cycle, the User may, at any time, request a refund, using a form available in the My Allegro > Billing > Settlements with Allegro tab, save that the overpayment in the Account shall be first credited towards any fees and sales commissions currently charged, and No-VAT Settlements, and any debts in a given User's other Accounts. As a general rule, the overpayment shall be refunded by bank transfer to the entity that made the payment, to the account from which the payment was made.

2. In case of any overpayment in the Account at the end of a billing cycle, it will be recognized as an advance towards the Comprehensive Service (excl. No-VAT Settlements referred to in Section 8) in subsequent billing cycles. If the User does not want the overpayment to be credited as an advance, they should ask for its refund in accordance with the applicable procedure.

3. In case the advance referred to in section 2 above is available in the User Account, it will be applied in the following order: (a) to cover the adjustment of payments made (taking into account any payments made in a given month), if such adjustment occurs in a given month; (b) to cover the fees and charges (excl. No-VAT Settlements). If there are no fees and charges in a given billing cycle (excl. No-VAT Settlements, as referred to in Section 8), or their total amount is below the overpayment for prior billing cycles (minus adjustments of payments made in the current cycle), and at the same time there are any No-VAT Settlements, the User expresses the intention to change the purpose of the advance, and to apply the funds from the overpayment for No-VAT Settlements (at the amount corresponding to the value of No-VAT Settlements or the overpayment value).

4. Debits arising from fees and commission charged in a given month for the Comprehensive Service and No-VAT Settlements shall be first set off by Allegro.pl against the advance(s) referred to in sections 2 and 3 above, resulting from prior billing cycles. Then, Allegro.pl will clear the advances against the payment made or overpayment emerging in the current billing cycle. In such a case, the provisions of section 1 above shall apply accordingly.

5. The funds obtained by the User from promotional actions organised by Allegro.pl are non-refundable and can only be used in total for the payment of future fees arising from the services performed for the User as part of Allegro.

#### C. Changes in the amounts of fees and sales commissions

1. Allegro.pl reserves the right to change the amounts of fees and sales commissions. These changes shall be made following the procedure and on the terms set out in the Terms & Conditions.

2. Allegro.pl reserves the right to reduce fees and sales commissions, from time to time, as part of time-limited special offers — on the terms separately provided for such campaigns.

#### D. Invoices and notes

1. Business Account Users, to receive invoices, should fill in a relevant form and have their data as provided in the invoicing form verified as true. Invoicing data must correspond to the data provided in the Account settings. Invoices for subsequent invoices shall be issued automatically without the need to repeat the actions indicated in the previous sentences — until the User opts out of receiving invoices.

2. Invoices for Users who are natural persons not pursuing an economic activity shall be issued solely upon their request. In such a case, the provisions of subparagraph 1 shall apply *mutatis mutandis*.

3. A. A User who is a tax on goods and services (VAT) payer, having a registered address within a European Union Member State other than Poland, is obliged to produce documents to certify its registration as a taxpayer in one of the European Union Member States other than Poland, and fill in a

form available at My Allegro > Account > Setting > Account data > Tax information. Documents to certify a taxpayer's registration and data provided in the form are checked.

B. Users with their registered seat outside Poland, who have a fixed establishment in Poland, as defined in Article 11 section 1 of Council Implementing Regulation (EU) No. 282/2011, should notify this fact to Allegro.pl, indicating their Polish VAT number. Such notification should be effective starting from the billing cycle during which it is submitted. Submission of such notification will have an impact on the VAT rate applicable to the fees and commissions for the services related to the Transaction, performed as part of Allegro.

4. Invoices for a given month include amounts payable charged in this month, and they are issued no later than on the 15th day of the next month.

5. The User is obliged to update invoicing data immediately following any change. As regards updates to invoicing data (except for address and telephone data), such change is possible only if the company has undergone a transformation or its form of legal succession changed. A change shall be made once documents to certify legal succession are verified as true. The change takes effect starting from the first invoice issued after positive verification of data.

6. A default procedure for sending invoices is making them available in electronic form. By accepting the Terms & Conditions, an acceptance is also given for sending (making available) invoices in electronic form, as defined in the applicable regulations on goods and services tax, on the terms described in the Terms & Conditions.

7. To ensure the authenticity of invoices as defined in separate regulations, invoices shall be made available to the User in electronic form solely upon logging into his/her Account, using login and password, in a manner to enable downloading them to the User's IT system.

8. To ensure the integrity of invoices as defined in separate regulations, the invoices made available in electronic form shall be generated as PDF (Portable Document Format) files, secured to prevent any change to the invoice data, in particular:

- a. document editing,
- b. inserting comments,
- c. filling in or signing form fields,
- d. document assembly,
- e. copying the document contents,
- f. extracting pages.

9. Allegro.pl reserves the right to use other technical solutions in addition to those indicated in subparagraphs 7 and 8 above, aimed to ensure authenticity and integrity of invoices sent (made available) in electronic form.



10. The User may, at any time, withdraw the consent to having invoices sent (made available) in electronic form, by checking the relevant box in the administrative dashboard in the User's Account. The following shall also be deemed a withdrawal of the consent to having invoices sent (made available) in electronic form:

a. The User opting out of receiving VAT invoices, upon logging into his/her Account (closing the invoice account),

b. Any Party declaring to terminate the Agreement.

11. The User who has withdrawn the consent to having invoices sent (made available) in electronic form may give their consent again by checking the relevant box in their Account's settings.

12. Consent to having invoices sent (made available) in electronic form, as well as a withdrawal of the consent, shall have immediate effect.

13. The User who receives VAT invoices sent (made available) in electronic form is obliged to store them in accordance with separate regulations.

14. Allegro.pl reserves the right to issue and send to the User a hard copy invoice, even if the User consented to have invoices sent (made available) in electronic form.

15. Invoices sent (made available) to the User in electronic form shall be available in the User account administrative dashboard for 7 years of the date of issue. Consequently, no copies of electronic invoices are issued.

16. "In minus" amended invoices with VAT are issued by Allegro.pl as part of the approval of conditions for reduction of the taxation base, as referred to in Article 29a section 13 of the Goods and Services Tax Act, expressed through the User's acceptance of the Terms & Conditions.

17. If only No-VAT Settlements are subject to documenting in a given settlement period, instead of an invoice, Allegro.pl shall issue to the User an accounting note.

## **Section 7. The procedure for granting transaction rebate (in connection with sales commission collected or charged)**

1. In particularly justified cases, where the Seller has concluded a sale agreement and the Transaction did not violate the Terms & Conditions, Allegro.pl may grant a transaction rebate to the Seller in the current billing cycle for the supply of services on.

2. A transactional discount is granted in accordance with the rules specified below, depending on the payment method selected by the Buyer:

A. Payment for the purchased Goods made using the payment service specified in Appendix No. 7A and Appendix No. 7B to the Terms & Conditions — for payments marked as "Completed", provided that:

1. The Buyer has withdrawn from the agreement using the form "Return items" available in the "My Purchases" tab and the Seller has returned the funds using the "Allegro Finance" service, however, if the reason for withdrawal is due to the Seller's fault, the Seller's quality level must be at least Neutral in accordance with Section 10 paragraph 10.6 of the Terms & Conditions;
2. The Buyer has withdrawn from the agreement without using the form available in the "My Purchases" tab and the Seller has returned the funds using the "Allegro Finance" service, if:
  - The Seller's quality level is at least Neutral in accordance with Section 10.6 of the Terms & Conditions. If the Seller's quality level is lower, the transaction rebate will be granted only if the Buyer does not indicate a reason for withdrawal from the agreement resulting from the Seller's fault;
  - The Buyer has created a Discussion concerning the Transaction being the subject of an application for a transaction rebate, it will be granted only if the Buyer indicates that the withdrawal from the agreement is not due to the Seller's fault;
3. The Buyer has withdrawn from the agreement using the "Cancel the purchase" form available in the "My Purchases" tab and the Seller has reimbursed the funds using the "Allegro Finance" service;

B. Payment for the purchased Goods made using the payment service specified in Appendix No. 7A and Appendix No. 7B to the Terms & Conditions — for payments with a status other than "Completed", if:

1. The Seller's quality level is at least Neutral in accordance with Section 10 paragraph 10.6 of the Terms & Conditions. If the Seller's quality level is lower, the transaction rebate will be granted only if the Buyer does not confirm the completion of the Transaction;
2. The Buyer has created a Discussion concerning the Transaction being the subject of an application for a transaction rebate, such discount will be granted only if the Buyer indicates that the non-completion of the Transaction is not due to the Seller's fault;
3. The Buyer has withdrawn from the agreement using the "Cancel the purchase" form available in the "My Purchases" tab;

C. Payment for the purchased Goods made using the "cash on delivery" option, provided that:

1. The Buyer has withdrawn from the agreement using the form "Return items" available in the "My Purchases" tab, however, if the reason for withdrawal is due to the Seller's fault, the Seller's quality level must be at least Neutral in accordance with Section 10 paragraph 10.6 of the Terms & Conditions;

2. The Buyer has withdrawn from the agreement without using the form available in the "My Purchases" tab, if:
  - The parcel tracking number made available in the Orders tab (My Sales -> Orders) shows that the parcel has not been picked up or has been collected, but the Buyer will indicate that the non-completion of the Transaction is not due to the Seller's fault,
  - The Buyer has created a Discussion concerning the Transaction being the subject of an application for a transaction rebate, such discount will be granted only if the Buyer indicates that the non-completion of the Transaction is not due to the Seller's fault;
3. The Buyer has withdrawn from the agreement using the "Cancel the purchase" form available in the "My Purchases" tab;

D. Payment on personal pick-up or Seller's own delivery provided that:

1. The Buyer has withdrawn from the agreement using the form "Return items" available in the "My Purchases" tab, however, if the reason for withdrawal is due to the Seller's fault, the Seller's quality level must be at least Neutral in accordance with Section 10 paragraph 10.6 of the Terms & Conditions;
2. The Buyer has withdrawn from the agreement without using the form available in the "My Purchases" tab, if:
  - The Buyer does not confirm the receipt of the Goods;
  - The Buyer has created a Discussion concerning the Transaction being the subject of an application for a transaction rebate, such discount will be granted only if the Buyer indicates that the non-completion of the Transaction is not due to the Seller's fault;
3. The Buyer has withdrawn from the agreement using the "Cancel the purchase" form available in the "My Purchases" tab.

3. The amount of post-transaction rebate may not exceed the amount of sales commission on the sale of Merchandise previously charged or collected by Allegro.pl in connection with the conclusion of the sale contract referred to in subparagraph 1.

4. To receive a post-transaction rebate, the Seller should fill in a relevant form available at a relevant Allegro page, within 45 days of concluding the sale contract, unless Allegro.pl does the same on their behalf and automatically grants a post-transaction discount if it has relevant knowledge based on the data from the IT systems of Allegro.pl. The post-transaction rebate may also be granted in the case of a Transaction in which the payment's status is other than "completed", provided that the Buyer makes, within the 24 hours following the Transaction, at least one more Transaction within the same Offer in

which the payment's status is "completed", or the Buyer chooses the "cash-on-delivery" or the "payment on personal pick-up" payment method.

5. If the Buyer makes a payment after the Seller has been granted a transactional discount, Allegro.pl reserves the right to once again charge the sales commission.

6. The provisions of this Section 7. shall not apply to the fees referred to in Clause 1.d. in Part I

## **Section 8. No-VAT Settlements**

1. As part of the Seller's balance, except for settlements made with respect to the Comprehensive Service, Allegro.pl will be making No-VAT Settlement, i.e., will charge the Seller with fees that are not VAT-taxable. They will apply to:

1) the settlements referred to in Appendix No. 20 of the Allegro Terms & Conditions;

2) the Buyer Protection Program – in the case referred to in Section 4, paragraph 10 of Appendix No. 9 of the Allegro Terms & Conditions, where the Seller is obliged to cover the costs incurred by Allegro.pl in relation to the compensation paid to the Buyer.

3) Transactions in which the Seller is obliged to cover all costs, fees or fines charged to or imposed on Allegro.pl by the Service Providers due to the performance by the Service Providers of any activities in respect of any Non-Standard Parcel, referred to in Appendices No. 16 and 16a in conjunction with Part V of Appendix No. 4 to the of the Allegro Terms and Conditions.

# Appendix No. 5

## **Appendix No. 5. Privacy Protection Policy**

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## Section 1. Definitions, purposes and scope of application of the Policy

### DEFINITIONS

1. **Mobile Application** — each of the applications that constitute Allegro.pl software, intended for installation on mobile devices, enabling the use of Allegro.pl services or Platforms.

2. **Personal Data** — within the meaning of the definition in Article 4(1) of the GDPR, personal data means any information relating to an identified natural person or a natural person identifiable by one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, including first and last name, contact number, email, delivery address for Goods purchased on Allegro, device IP, location data, an online identifier and information collected by means of cookies and other similar technologies.

3. **Policy** — this Privacy Protection Policy.

4. **GDPR** — Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data, the free movement of such data, and repealing Directive 95/46/EC.

5. **Marketplaces** — online marketplaces operated as part of the business activities of Allegro.pl, in particular: Allegro, Allegro Lokalnie, and the [www.charytatywni.allegro.pl](http://www.charytatywni.allegro.pl) online platform.

6. **Associated Services** — services or functionalities provided or shared by Allegro.pl or by third parties, including services provided under separate terms and conditions, which support the core activities of Allegro.pl or facilitate the use of Allegro.pl services by Users, for instance, by providing Transaction financing and security or enabling Transaction complaints.

### PURPOSES AND SCOPE OF APPLICATION OF THE POLICY

The Personal Data Controller for Users that are natural persons is Allegro.pl. This means that Allegro.pl determines the purposes and means of processing your Personal Data.

The purpose of the Policy is to define the measures taken by Allegro.pl to protect your Personal Data processed while using the Marketplaces, the Mobile Application, and as part of the related services (including Associated Services). The Policy sets out, in particular, the scope of and legal grounds for processing your Personal Data which we collect in connection with your use of the Marketplaces, Mobile Application, and Associated Services. We receive your Personal Data from you when you set up the Allegro User Account, in connection with your activities (including Transactions) on the Marketplaces, posting or viewing of Offers, and in connection with updates of your Personal Data that you make using the Account. Personal Data processing can also be related to a range of other activities carried out by you that are directly associated with the use of the Marketplaces, Mobile Application, and Associated Services. We can receive data regarding your shipments directly from the carrier or from the Seller. If



you use Associated Services, your Personal Data can be also provided to us by third-party vendors who offer the Associated Services.

You may only use the Marketplaces, download the Mobile Application, or use the related services after you have read this Policy and Terms & Conditions.

If you click the links posted on the Marketplaces or in the Mobile Application, you can be redirected to websites or portals that are controlled or provided by entities other than Allegro.pl. In that case, Personal Data processing follows the rules defined by such entities, for instance, in the privacy policy applicable to the services or applications available on third-party websites or portals.

All activities of Allegro.pl are subject to data protection laws, in particular, the GDPR and the Personal Data Protection Act of 10 May 2018. If you have any questions or concerns about the protection of your Personal Data by Allegro.pl, please contact Allegro.pl. Our contact details are provided in section IX of the Policy.

## Section 2. Scope of Personal Data processed by Allegro.pl

The scope of Personal Data processed by Allegro.pl may vary depending on the services or functionalities provided by Allegro.pl that you use. To help you understand which of your Personal Data we collect, below we have provided information about the Personal Data categories that we process, categorizing them by processing purposes.

**At Registration**, we require you to provide the following Personal Data:

When you are registering a Regular Account:

- email address or telephone number, password;
- Email or contact number, password and birth date

When you are registering a Business Account:

- email, login, password, contact number and company (enterprise) details, including address

If for any reason, you do not provide those Personal Data, unfortunately, we will be unable to enter into an agreement with you, and consequently, you will not be able to use the Allegro.pl services available to registered Users.

**After Registration, in order to fully enjoy your User Account**, you are obliged to enter your identification data and inform us of your delivery address (where you will need to provide the street name, building number, apartment number, city, and postcode) as well as the contact details needed to get in touch with you (your email). In order to fully use the Marketplaces, you are additionally obligated to inform us about your age, so that we can verify your legal capacity to act and thus adjust the scope of authority that you will enjoy in connection with your User Account. If we are provided with details of



an account for withdrawals, we will be processing personal data related to such an account, i.e., first and last name, account number and residence address.

In order to fully activate the account, you will be obliged to make a verification transfer or provide relevant documents for verification purposes. Thanks to that, we will be able to confirm the data provided by you during the account-opening process. We will return the amount sent in the verification transfer within a few days. Personal data related to the Transaction and included in verification documents will be processed for the purposes of the operations of the Platforms.

The account activation can also be confirmed by any payment transaction executed through our Partners, i.e., entities performing payment processing services.

By accepting Allegro Terms & Conditions, you confirm that you authorize the payment services provider that participates in transaction processing to transfer to Allegro.pl data intended for verification purposes, related to the payment transaction.

Please remember that after the registration of your User Account and during the use of Allegro.pl services, you are obliged to update your Personal Data on an ongoing basis if they change in any manner.

**When you use your User Account**, we additionally collect information about your activities on the Marketplaces, such as your history of purchases, Offers posted, selected payment methods, and content of comments and reviews.

Using your User Account, you can also provide other optional Personal Data, such as uploading your photo or a graphic representation of your image (a profile picture), thus consenting to their processing. The provision of such Personal Data is fully optional.

Furthermore, we can obtain your Personal Data when you take the option to log in to the Platforms or Register on Platforms through third-party authentication services offered by other parties operating independently from Allegro.pl (e.g. services offered by Google, Apple or services offered as part of websites including social media, such as Facebook). In that case, we obtain your Personal Data only in the form of your full name or login, email address, and profile picture published in such a service or website, and these Data can be assigned to your Account or processed only for the purposes of logging in or Registration on Platforms. When using third-party authentication services, you should read the relevant terms and conditions, and rules governing the processing of personal data by entities offering such services.

Irrespective of the above, please remember that when you use a public profile (i.e. a profile that can be accessed by any Internet user) when using social media for your own purposes, you share your Personal Data based on your own informed and conscious decision. You should carefully consider any risks that may be associated with sharing your Personal Data publicly, in particular, your address or precise location. Such risks may include identifiability, privacy compromise, and in extreme cases even identity theft.





**Your purchases and sales on Allegro, including the execution of Transactions and payment of sales commission for Goods sold through the Marketplaces,** may entail the need to process other Personal Data, i.e. the data given in the Offer (in particular the content of the Offer), Transaction details (in particular bank account number, payment method, Goods pick-up address, delivery method), invoicing data as well as any data required for shipment tracking, messaging, communicating with other Users and paying for services provided by Allegro.pl via the Marketplaces. Allegro.pl may also access the content of messages exchanged between the Buyer and the Seller in discussions and disputes. We may use the Personal Data you provided when registering with Allegro for Transaction handling purposes.

Additionally, for the purposes of sales support, we may also process your Personal Data such as turnover value, order details (execution or cancellation, shipment numbers), and information about how your sales quality as a Seller compares to other Sellers.

Furthermore, if you use the Delivery Service with the WzA Functionality, we will receive your Personal Data as the recipient of the Goods from the Seller, including name, Shipment delivery address, contact number and email, subject to the terms set out in Appendix No. 16 to the Terms & Conditions.

If you use the Allegro Paczkomaty InPost delivery option, we may obtain your Personal Data, as the recipient of the Goods, from the delivery service provider, namely contact number.

In the case of explosives precursors sales, we may also process the email address that you put in the Offer to support you in the implementation of duties arising from Article 8 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.

**If you use the Associated Services,** we process your Personal Data which is necessary for the provision of those services. Where necessary for the provision of an Associated Service, we receive your Personal Data, including the current status of your loan application, the payment status, and the amount of the available revolving limit, details necessary to offer or make an insurance agreement, including to grant premium reductions, from third-party providers also offering their financial services and/or other services through Allegro.

**With respect to your use of contact forms,** we process the contact details that are required to communicate with you (for example to answer your question) and to meet your request. These can include your first and last name, email address, or contact number.

Additionally, for User support purposes, we may contact you using the data you have posted for this purpose in your User Account or transmitted via social media channels (such as Facebook Messenger, Instagram, Twitter, WhatsApp, or WeChat). If Allegro is contacted through any third-party social media channels, Allegro.pl collects Personal Data in the form of User name (in the case of Facebook Messenger, Instagram, Twitter, etc.) or contact number (in the case of WhatsApp, WeChat, etc.) solely for the purpose of contacting you. Where permitted under the applicable law, Allegro.pl will also be entitled to obtain (and otherwise process, for example, to store) other Personal Data regarding communicating with you, e.g. information about support requests or reviews from Users.

Your Personal Data may also be processed **in the context of incoming calls to the Allegro.pl call center.** Incoming calls to the Allegro.pl call center are recorded. If you decide to call us, your Personal





Data, such as a contact number and content of the recording (including information provided during the call) will be processed by us in order to handle your request.

In connection with your use of the channels for automated communication (**chatbots**):

- in your communication with the Seller as part of the Business Account by them, made available by Allegro.pl,
- in your communication with Allegro.pl,

we process Personal Data that is necessary to communicate with you, e.g., to provide automatic answers to questions you asked and to complete your request. We collect information on whether the automatically generated answer was satisfactory for you or you decided to ask the question again. Using machine learning technology, we automatically analyze your correspondence for the presence of specific words and their combinations. Based on the keywords that we have found in your message, the automatic reply sent and your decision, we assess whether the content of the automatic reply met your expectations. This way, such automatic replies will be faster and more helpful.

**In connection with your participation in loyalty programs, competitions, or promotional campaigns**, we will process your Personal Data, which is necessary in connection with such events. Depending on the type of event, this can be your first and last name, contact details (such as a contact number or email address), or any other data required to meet the participation criteria of the event concerned. If the event includes prizes, in order to deliver a prize to you, you may be obliged to add your residence address, the number of your identity card or other identity documents, PESEL number, Tax Identification Number (NIP) number, and other data required to hand over the prize (such as bank account number).

**In connection with our marketing activities**, we may based on the legitimate interests of Allegro.pl or the legitimate interests of the entities that cooperate with Allegro.pl, in particular, as part of Additional Services, or on your consent, process information helping us to match advertising and content to your preferences and expectations (including in connection with displaying behavioral advertising). This information may include, for instance, data stored by cookies or your viewing behavior, including the Offers viewed and your preferences in this respect. Additionally, based on the above prerequisites, we will also process your contact details, including the data necessary to send any information, including commercial information that you have specified (contact number or email).

We may also process your Personal Data **for analytical and statistical purposes, including for the purpose of surveys**. To this end, we will use mainly information about your activity on the Marketplaces, including that relating to the usage of individual services, as well as Personal Data concerning your preferences and expectations. Allegro.pl may collect your Personal Data, such as age, by means of surveys sent to Users by email or made available directly on the Marketplaces.

Your Personal Data may also be used **to guarantee an adequate level of security of the Marketplaces**. In this context, Allegro.pl uses a digital fingerprinting technology, which involves taking the 'digital fingerprints' of User devices to identify a device you are using or an application you are installing. The information about you which we collect in this respect can be Personal Data. We may process Personal Data such as your IP address, data stored by cookies, specifications of your software and hardware, device setup (such as details of installed plugins) or your viewing behavior (including the use of network communication protocols), sites viewed, and use of the Mobile Application.



We may process your Personal Data in connection with our right to **assert or defend claims**. To this end, Allegro.pl processes your Personal Data as long as the claims arising from an agreement between you and Allegro.pl or associated with your use of the services provided via Allegro.pl, the Marketplaces, Mobile Application or Associated Services do not become statute-barred in accordance with the applicable laws and regulations. These data may include, for example, indebtedness, information about a specific Order or Offer, Transaction details, or information obtained in connection with your contact with the Allegro.pl call center. The scope of Personal Data processed by us may vary from time to time depending on the subject of the claim.

## Section 3. Purposes of, grounds for and period of Personal Data processing by Allegro.pl

Depending on the Allegro.pl services that you use, there are different purposes of and legal grounds for Personal Data processing by Allegro.pl and different periods in which Allegro.pl may store or use your Personal Data.

For each of the processing purposes, we have defined the legal grounds for the processing and the maximum retention period of Personal Data. After the specified period, we will no longer use the Personal Data for the specified purpose. It does not mean, however, that we will remove them in each case. We will retain your Personal Data for the longest of the periods specified in relation to specific Allegro.pl services. For example, when you opt out from using the Account, we will no longer process your Personal Data to provide Account services to you, but we will store your Personal Data for the period permitted by law to enable you to assert your rights and to make it possible to show the history of financial settlements between you and Allegro.pl.

Below, we have listed the typical operations performed on Personal Data in connection with the use of Allegro.pl services. More details on Personal Data processing in the case of using specific services can also be found in the terms and conditions of such services.

### ACCOUNT REGISTRATION AND MANAGEMENT, HANDLING OF USER TRANSACTIONS

To use some functionalities available on the Marketplaces (including via the Mobile Application), you are required to Register in accordance with the Terms & Conditions. We offer the Regular Account and the Business Account. Setting up and use of a User Account entails the processing of your Personal Data by us.

In addition, Allegro.pl processes your Personal Data to handle your Transactions. Using the Marketplaces (including the Mobile Application), you can in particular:

- purchase as a natural person or entrepreneur using a Regular Account;
- sell or post classifieds as a natural person using a Regular Account;
- sell or post classifieds as an entrepreneur (as part of your business activity) using a Business Account.

The information you post in Offers and “Messages to the Buyer” does not originate from Allegro.pl and is not initiated by Allegro.pl. For this reason, to the maximum extent permissible by applicable law, Allegro.pl will not be liable for information posted in Offers and for the “Messages to the Buyer”. As far as possible, you should refrain from providing any Personal Data in the Offers and the “Messages to the Buyer”. Remember that if you share your Personal Data in Offers or the “Messages to the Buyer”, you are doing this based on your own informed and conscious decision. Therefore, you should carefully consider the risk associated with sharing such information. For more information about purchasing, executing Transactions using the Regular Account or Business Account, please see the Terms & Conditions.

We process your Personal Data in accordance with the rules described in the table below to manage your User Account and handle your Transactions. Additionally, your Personal Data can be processed for other purposes, including analytical and marketing purposes, and to guarantee the security of our services, as you will learn from further sections of this section of the Policy.

In relation to some of your Transactions, detailed in Appendix No. 20 to the Terms & Conditions (Transactions covered by the archiving obligation or VAT settlements made by Allegro.pl), we are obliged by applicable legal regulations to process (incl. to archive) personal data related to such Transactions.

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
<b>Taking steps to handle a User's Registration and provision of electronic services relating to the management of Allegro User Accounts, including the communication of the option to collect the parcel using a collection code via the Mobile Application or the Platform</b>	Article 6(1)(b) of the GDPR (necessary for entering into and performance of a contract) — Personal Data required to set up and manage Accounts	Until the termination of the service
<b>Enabling remote parcel pick-up with Mobile App</b>	Article 6(1)(b) of the GDPR (necessary for entering into and performing a contract) – The Personal Data necessary for picking up the parcel remotely	For a maximum period of 60 days from the date of using the remote parcel pick-up option
<b>Customization of Account settings (adding a profile picture and other optional Personal Data to the account) or sharing Personal Data when</b>	Article 6(1)(a) of the GDPR (User consent) — only for optional Personal Data which are not necessary to use the Account	Until the removal of optional Personal Data from the Account (withdrawal of consent) or termination of the service

<b>logging in to Marketplaces via a third-party service</b>		
<b>Handling complaints, including resolution of technical issues</b>	Article 6(1)(f) of the GDPR (legitimate interest of Allegro.pl in the protection of Allegro.pl's and User's rights)	Until the complaint or issue is resolved
<b>Asserting and defending claims arising from a contract or related to the provision of services, including debt collection and participation in court, arbitration, and mediation proceedings</b>	Article 6(1)(f) of the GDPR (legitimate interest of Allegro.pl in the protection of Allegro.pl's rights)	Until the last day of the calendar year following the expiration of a period of 3 years after the termination of the service
<b>Compliance with statutory obligations arising from tax and accounting provisions concerning the settlement of sales commissions charged on Transactions</b>	Article 6(1)(c) of the GDPR in conjunction with Article 70 § 1 of the Tax Ordinance Act (processing is necessary for compliance with a legal obligation)	5 years starting from the end of the calendar year in which the tax was due for payment
<b>Compliance with statutory obligations arising from tax and accounting provisions concerning the settlement of sales commissions charged on Transactions</b>	Article 6(1)(c) of the GDPR in conjunction with Article 74 of the Accounting Act (processing is necessary for compliance with a legal obligation)	5 years starting from the year following the fiscal year in which the Transaction was made
<b>Supporting Sellers in the implementation of duties arising from the sale of explosives precursors under 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</b>	Article 6(1)(c) of the GDPR (legal obligation)	Until the termination of the services
<b>Performance of processing-related obligations, incl. archiving of transactional data arising from the E-</b>	Article 6(1)(c) GDPR (compliance with a legal obligation)	10 years from the end of the year in which the transaction was made.

commerce VAT Package, as defined in Appendix No. 20 to the Terms & Conditions		
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## ASSOCIATED SERVICES, INCLUDING THIRD-PARTY FINANCIAL SERVICES

In connection with its business activities, Allegro.pl enables you to use Associated Services provided or shared by Allegro.pl or third parties. Associated Services include but are not limited to Allegro Zapłać Później [Allegro Pay Later], Odroczone Płatność dla Firm [Deferred Payment for Business], Usługa Dostawy [Delivery Service] (as part of which Allegro.pl provides the Wysyłam z Allegro [Shipping with Allegro] functionality for Sellers), Allegro Program Ochrony Kupujących [Buyer Protection Program], Allegro Pay, Family Group Functionality, insurance services, or the provision of services in connection with the fulfillment of Fundraising Goals in Charity Offers (as defined in Appendix No. 17 to the Terms & Conditions). The above services or functionalities support the core activities of Allegro.pl or help you use the Allegro.pl services, for instance, by financing the Transactions, securing them, or enabling complaints. Associated Services can be provided or shared on the terms set out in the Terms & Conditions (including its appendices) or subject to separate terms and conditions of such services or functionalities.

Allegro.pl may also participate in the provision of Associated Services by third parties, for example, by:

- providing information on third-party services and proposals;
- intermediating in the conclusion of agreements for third-party Associated Services, including by providing access to services related to Transaction financing and securing such as goods insurance or consumer loans for purchases.

In the situation described above, Allegro.pl may operate as a Personal Data processor engaged by the controller who provides the services to you.

In connection with the provision of Associated Services, we process Your Personal Data in accordance with the rules described in the table below. Your Personal Data can also be processed for other purposes, including analytical and marketing purposes, and to guarantee the security of our services, as you will learn from further sections of this section of the Policy.

If you use Associated Services provided by third parties independent of Allegro.pl, the rules of processing your Personal Data may be set out in documents provided by those third parties on third-party websites or portals, for example, in terms and conditions of service or a privacy policy.

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)

<b>Taking steps to enter into a contract and provide the Allegro Pay Later service</b>	Article 6(1)(b) of the GDPR (necessary for entering into and performance of a contract)	Until the service contract has been performed
<b>Taking steps to enter into a contract and provide the Deferred Payment for Business service</b>	Article 6(1)(b) of the GDPR (necessary for entering into and performance of a contract)	Until the service contract has been performed
<b>Provision of the Delivery Service (also when Sellers use the Shipping with Allegro functionality)</b>	Article 6(1)(b) of the GDPR (necessary for the performance of a contract for services provided by Allegro.pl via the Marketplaces, including the Delivery Service)	Until the service contract has been performed
<b>Taking steps to enter into a contract and provide the Allegro Pay service</b>	Article 6(1)(b) of the GDPR (necessary for entering into and performance of a contract)	Until the service contract has been performed
<b>Selecting Users who will be offered the option to request the use of the Allegro Pay service</b>	Article 6(1)(f) of the GDPR (legitimate interest of Allegro.pl in improving the quality of services provided to the User)	Until the termination of the contract with Allegro.pl or expressing an effective objection to Personal Data processing
<b>Taking steps to enter into a contract and provide services related to the fulfillment of the Fundraising Goals in Charity Offers</b>	Article 6(1)(b) of the GDPR (necessary for entering into and performance of a contract)	Until the service contract has been performed
<b>Buyer's Protection under sales contracts with other Users entered into via the Marketplaces</b>	Article 6(1)(b) of the GDPR (necessary for the performance of a contract)	180 days after the Transaction ended
<b>Paying out compensation in the Buyer Protection Program</b>	Article 6(1)(b) of the GDPR (necessary for the performance of a contract)	Until the service contract has been performed
<b>Support for credit services, including for the purpose of selecting a third-party provider and transaction handling, in</b>	Article 6(1)(f) of the GDPR (legitimate interest of Allegro.pl in improving the quality of services provided to the User)	Until the termination of use of Allegro.pl services or expressing an effective



particular, by assessing the borrowing potential of Users based on their activity on Allegro		objection to Personal Data processing
Supporting insurance for purchased Goods	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in improving the quality of services provided to the User)	Until the termination of use of Allegro.pl services or expressing an effective objection against Personal Data processing
Ensuring that payment services are provided and sales commissions are paid on Transactions, securing payments on the Marketplaces	Article 6(1)(f) of the GDPR (legitimate interest of Allegro.pl in improving the quality of services provided to the User)	Until the termination of use of Allegro.pl services or expressing an effective objection to Personal Data processing
Enabling contact with a public benefit organization if you make a payment on the charytatywni.allegro.pl platform, or customizing offers and services based on your previous activity	Article 6(1)(a) GDPR (User consent)	Until consent is withdrawn
Compliance with statutory obligations arising from tax and accounting provisions concerning the settlement of Associated Services, where necessary	Article 6(1)(c) of the GDPR in conjunction with Article 70 § 1 of the Tax Ordinance Act (necessary for compliance with a legal obligation)	5 years starting from the end of the calendar year in which the tax was due for payment
Compliance with statutory obligations arising from tax and accounting provisions concerning the settlement of Associated Services, where necessary	Article 6(1)(c) of the GDPR in conjunction with Article 74 of the Accounting Act (necessary for compliance with a legal obligation)	5 years starting from the year following the fiscal year in which the Transaction was made
Asserting and defending claims arising from a contract or related to the provision of Associated Services, including debt collection and participation in court,	Article 6(1)(f) of the GDPR (legitimate interest of Allegro.pl in the protection of Allegro.pl's rights)	Until the last day of the calendar year following the expiration of a period of 3 years after the termination of the service

<b>arbitration, and mediation proceedings</b>		
<b>Using the Family Group Functionality</b>	Article 6(1)(b) of the GDPR (necessary for entering into and performing a contract)	Until the service contract has been performed

## USER SUPPORT AND CONTACT FORM

When you contact the User service department, also by calling the Allegro.pl call center, Allegro.pl may process (for example store or analyze) your Personal Data for Platform operating purposes.

Allegro.pl may also collect your Personal Data if you contact us using the tools available on Allegro, including the Allegro contact form. This Personal Data is necessary for Allegro.pl to contact you and to allow you to contact other Users, for purposes directly related to the operation of Allegro, for example, in connection with the conclusion of sales contracts as part of Transactions. The contact form provided by Allegro.pl must not be used to send private correspondence that is not related to the execution of Transactions and any use for such purposes may violate the Terms & Conditions. In order to prevent violations of law, including unfair practices, Allegro.pl collects data regarding communications made using the aforementioned form. Allegro.pl may also analyze and block, using special software, the content of messages exchanged between Users via the aforementioned contact form, in particular, if they are spam (unsolicited advertising information), contain prohibited content (e.g. they prompt to commit crimes), otherwise jeopardize the safety of Users (e.g. their aim is to unlawfully obtain the password to a given Account) or violate the Terms & Conditions.

To handle the queries addressed to Allegro.pl, also through the contact form, we process your Personal Data in accordance with the rules described in the table below. Your Personal Data can also be processed for other purposes, including analytical and marketing purposes, and to guarantee the security of our services, as you will learn from further sections of this section of the Policy.

<b>Purpose of processing Personal Data</b>	<b>Legal grounds for processing Personal Data</b>	<b>Period of storage of Personal Data for the specific purpose (retention period)</b>
<b>Contacting Users, also for purposes related to the provision of services and User services through available communication channels, in particular, emails, phone calls, and social media channels (such as Facebook Messenger, Instagram, Twitter, WhatsApp, or WeChat), chatbot</b>	Article 6(1)(b) of the GDPR (necessary for the performance of a contract)	Until the termination of the services



<b>(generating automatic answers);</b>		
<b>Handling Users' requests sent, in particular, to the User service department and via the contact form if not directly related to the performance of a contract</b>	Article 6(1)(f) of the GDPR (legitimate interest of Allegro.pl in responding to received queries)	Until a reply is given or the request is granted
<b>Preventing violations in communication</b>	Article 6(1)(f) of the GDPR (legitimate interest of Allegro.pl in ensuring the security of services)	Until the end of the communication
<b>Application and development of automated communication channels (machine learning)</b>	Article 6(1)(f) of the GDPR (improving the algorithm for the functioning of automated communication channels).	For a period of 12 months from the time when a particular message is sent
<b>Asserting and defending claims arising from a contract or related to the provision of services, including debt collection and participation in court, arbitration, and mediation proceedings</b>	Article 6(1)(f) of the GDPR (legitimate interest of Allegro.pl in the protection of Allegro.pl's rights)	Until the last day of the calendar year following the expiration of a period of 3 years after the termination of the service

## LOYALTY PROGRAMS, COMPETITIONS, PROMOTIONAL CAMPAIGNS

From time to time, Allegro.pl runs competitions or promotional campaigns. If you decide to take part in an event of that kind, your Personal Data (such as the necessary contact details) may be used by Allegro.pl to organize the competition in an efficient way, for example, to notify the winner. Contact details of Users taking part in the events voluntarily are processed by Allegro.pl in compliance with the applicable law and for the purposes of such events. Users may also join loyalty programs via the Marketplaces.

If you take part in a program, competition, or promotional campaign, your Personal Data may be used by Allegro.pl in accordance with the table below, however, more specific rules of processing Personal Data may be set out in dedicated event terms and conditions. Additionally, your Personal Data can be processed for other purposes, including analytical and marketing purposes, and to guarantee the security of our services, as you will learn from further sections of this section of the Policy.

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
<b>Taking steps to enter into a contract and provide services in order to enable participation in a loyalty program</b>	Article 6(1)(b) of the GDPR (necessary for entering into and performance of a contract), or, if you share optional Personal Data which are not necessary — Article 6(1)(a) of the GDPR (consent)	Until the end of participation in the loyalty program or, for optional Personal Data, until the withdrawal of consent
<b>Enabling participation in a competition or promotional campaign</b>	Article 6(1)(f) of the GDPR (legitimate interest in performing obligations arising from making a public commitment, organization of competitions, or similar campaigns, including in connection with carrying out activities aimed at promoting the Allegro.pl brand)	Until the end of participation in a competition (e.g. handing over a prize) or promotional campaign or until an effective objection is submitted
<b>Compliance with statutory obligations arising from tax and accounting provisions concerning the settlement of sales commissions charged on Transactions</b>	Article 6(1)(c) of the GDPR in conjunction with Article 70 § 1 of the Tax Ordinance Act (necessary for compliance with a legal obligation)	5 years starting from the end of the calendar year in which the tax was due for payment
<b>Compliance with statutory obligations arising from tax and accounting provisions concerning the settlement of sales commissions charged on Transactions</b>	Article 6(1)(c) of the GDPR in conjunction with Article 74 of the Accounting Act (necessary for compliance with a legal obligation)	5 years starting from the year following the fiscal year in which the Transaction was made
<b>Asserting and defending claims arising from a contract or related to enabling participation in an event/holding an event, including debt collection and participation in court,</b>	Article 6(1)(f) of the GDPR (legitimate interest of Allegro.pl in the protection of Allegro.pl's rights)	Until the last day of the calendar year following the expiration of a period of 3 years after the end of participation in the event/holding the event

arbitration, and mediation proceedings		
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## MARKETING ACTIVITIES

Allegro.pl may also use your Personal Data to carry out marketing activities. Such activities may include:

- displaying marketing content that is not customized to your preferences on the Marketplaces or in the Mobile Application (contextual advertising). If Personal Data is used to display contextual advertising, they are processed in pursuance of the legitimate interest of the controller or a third-party in promoting Allegro.pl's own activities or third-party activities;
- displaying marketing content that is customized to your preferences, including customization of listing categories or individual offers in Platform settings or settings of third-party services based on your activity on the Marketplaces (behavioral advertising). Your Personal Data, including Personal Data collected by means of cookies and other similar technologies, are then processed by Allegro.pl and third parties for marketing purposes. Such activities are only undertaken based on your consent, which you can withdraw at any time. For more information, see section IV of the Policy;
- carrying out other kinds of activities related to direct marketing of goods and services (sending of commercial information by electronic means or other marketing activities) through various electronic communication channels, including by email, text/MMS, push messages. We also contact you by telephone. Such activities are undertaken based on the legitimate interests of Allegro.pl or the legitimate interests of the entities cooperating with Allegro.pl, in particular, as part of Additional Services and on your consent to receive said messages or information. You may withdraw your consent at any time.

In certain cases, Allegro.pl uses profiling in order to carry out marketing activities. It means that owing to the automatic processing of Personal Data, we evaluate selected User indicators to analyze their behaviors or create a forecast for the future. This enables us to better adapt the displayed content to the individual preferences and interests of the User.

We process your Personal Data in accordance with the rules described in the table below in connection with our marketing activities. Your Personal Data can also be processed for other purposes, including analytical purposes, and to guarantee the security of our services, as you will learn from further sections of this section of the Policy.

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
Displaying contextual advertising (direct marketing of	Article 6(1)(f) of the GDPR (legitimate interest of Allegro.pl in the promotion of Allegro.pl's	Until the discontinuation of use of the Marketplaces or the Mobile Application

<b>Allegro.pl's own or third-party goods or services)</b>	or third-party goods or services)	
<b>Displaying behavioral advertising based on viewing history, customization of listing categories or individual offers in Platform settings or settings of third-party services based on activity on the Marketplaces</b>	Article 6(1)(f) of the GDPR in conjunction with Article 173 of the Telecommunications Law (legitimate interest of Allegro.pl in the promotion of Allegro.pl's or third-party goods or services in connection with expressed consent)	Until the withdrawal of consent (based on the provisions of the Telecommunications Law) or expressing an effective objection to Personal Data processing
<b>Contacting Users for purposes of permitted marketing activities, via available electronic communication channels, in particular, emails, text/MMS, push messages. Contact by, telephone</b>	Article 6(1)(f) of the GDPR in conjunction with Article 10 of the Act on Electronically Supplied Services or Article 172 of the Telecommunications Law (legitimate interest of Allegro.pl in the promotion of Allegro.pl's or third-party goods or services in connection with expressed consent for a communication channel)	Until the withdrawal of consent to receive messages or information (based on the provisions of the Act on Electronically Supplied Services or the Telecommunications Law) or expressing an effective objection to Personal Data processing

## ANALYTICAL AND STATISTICAL ACTIVITIES AND SURVEYS

Your Personal Data can be processed by Allegro.pl for analytical and statistical purposes. In this case, we use your Personal Data for the purposes of activity analysis, identification of purchase preferences, and improving the functionalities and service quality of Allegro.pl. Whether Allegro.pl will be permitted to process information collected by means of cookies and similar technologies for analytical and statistical purposes depends on the User's consent to the storage of this information in the User's terminal device. For more information, see section IV of the Policy.

Allegro.pl collects Personal Data from Users that can be used to investigate User preferences and adjust the offering of Allegro.pl to User needs by means of surveys sent to Users by email or made available directly on the Marketplaces. Such Personal Data is also used for the purposes of statistical analysis. Additionally, Personal Data collected by means of training surveys made available in connection with the provision of the Allegro Academy within User Accounts can be used to promote this training via Allegro.pl.

We process your Personal Data in accordance with the rules described in the table below in connection with our analytical and statistical activities. Your Personal Data can also be processed for other purposes, in particular, to guarantee the security of our services, as you will learn from further sections of this section of the Policy.

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
<b>Conducting statistical analysis</b>	Article 6(1)(f) of the GDPR (legitimate interest of Allegro.pl in analyzing User activity, including activity history, to optimize services)	Until the User's Personal Data is no longer stored in connection with another active processing purpose or until an effective objection is expressed against Personal Data processing (however no longer than until the last day of the calendar year following the expiration of a period of 3 years after the discontinuation of the provision of services by Allegro.pl)
<b>Platform traffic management, including monitoring Users' activities, such as keyword searches and posted Offers</b>	Article 6(1)(f) of the GDPR (legitimate interest of Allegro.pl in analyzing User activity to optimize services)	Personal Data is processed in real-time, and, therefore they will be stored until the User discontinues the use of the services provided by Allegro.pl on the Marketplaces (that is until the User leaves the website)
<b>Conducting surveys and analyses relating to the Marketplaces, also in terms of operation, improvement of the performance of the available services, or evaluation of key visitor interests and needs</b>	Article 6(1)(f) of the GDPR (legitimate interest of Allegro.pl in analyzing User activity to optimize services)	Personal Data is processed in real-time, and therefore they will be stored until the User discontinues the use of the services provided by Allegro.pl on the Marketplaces (i.e. until the User completes a survey or analysis)

## ENSURING THE SECURITY OF THE PROVIDED SERVICES AND ENFORCING THE TERMS OF THE ALLEGRO TERMS & CONDITIONS

Where necessary in order to ensure the security of services, including IT resources or security of other Users, Allegro.pl may automatically obtain and record your Personal Data transmitted to the server by web browsers or your devices if you use the Marketplaces or the Mobile Application.

In order to guarantee an adequate security level, Allegro.pl obtains and records Personal Data transmitted to the server by web browsers or your devices (which include in particular: technical components of the device, your browser settings, and details of your viewing behavior on Allegro) in such a way as to create a unique digital 'fingerprint' of the devices or instances of applications that you use. Allegro.pl may also use this digital 'fingerprint' for the purpose of additional User authentication. Such measures allow us to prevent abuse and fraud.

In order to counteract misuse, fraud, infringement of decorum, the Allegro Terms & Conditions or applicable laws, or behaviors that have a negative impact on the security of operation of Allegro and harm other Users, we automatically process the Personal Data concerning your activity on Allegro, links to other accounts and the functionalities and tools used.

In order to counteract the occurrences listed above, we will make decisions in your case based on automated data processing, including profiling.

Such operations may result in, e.g., the Account or its particular functionalities getting suspend/unsuspend, participation in programs and withdrawing the amounts collected being allowed or blocked, feedback comments being canceled, or sales commission being re-charged automatically.

We process your Personal Data pursuant to the rules described in the table below.

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
<b>Ensuring the security of our services provided to you by electronic means and ensuring safe traffic</b>	Article 6(1)(b) of the GDPR (necessary for the performance of a contract in accordance with the requirements of the provision of online marketplace services by a digital service provider within the meaning of the Act on the National Cybersecurity System)	Until the User discontinues the use of the services
<b>Counteracting misuse, fraud, infringement of decorum, the Allegro Terms &amp; Conditions or applicable laws, or behaviors that negatively impact security</b>	Article 6(1)(b) of the GDPR (necessary for concluding and performing a contract with regard to supporting the security of Allegro.pl and Users, and counteracting misuse)	Until the User stops using the services

## Section 4. IP address, cookies, location, and identification numbers of mobile devices

Allegro.pl may collect your Personal Data via the Marketplaces using such technologies as cookies, tracking pixels, and local shared objects (e.g. in a browser or device). The use of such technologies by Allegro.pl is described in detail at <https://allegro.pl/regulamin/pl/polityka-plikow-cookies>.





The Mobile Application and Allegro Lokalnie service will collect information about the current location of your device if you provide such Personal Data to us. Allegro.pl will retain such Personal Data only where you use the remote parcel pick-up option in the apps. Before you start downloading the location information, you will be asked to give your consent to this. The use of such location-related Personal Data by Allegro.pl is described in detail at <https://allegro.pl/regulaminy/udostepnianie-lokalizacji-yVx7ezEWySE>.

The Mobile Application uses the Google Account service to authenticate the User's device and verify the User's identity. During the authentication and verification process, none of the User's Personal Data is shared with the service operator.

## Section 5. Users' rights in the context of Personal Data processing and how to exercise them

We enable you to exercise all rights you may have under the GDPR, i.e. the rights described in Articles 15 to 22 of the GDPR. For a detailed description of each right, please see below.

**The right of access to Personal Data** enables you to be informed by Allegro.pl how your Personal Data is processed by Allegro.pl, including specifically the purposes of and legal grounds for the processing, the scope of Personal Data which is retained, the entities with which your data are shared and the planned time of erasure.

You may exercise the **right to obtain a copy of your Personal Data** in order to receive a copy of your Personal Data which is processed by Allegro.pl.

You may exercise **the right to the rectification of Personal Data** if you notice that your Personal Data is incorrect or incomplete. If this is the case, we undertake to remove any potential inaccuracies or errors in the Personal Data being processed and to complete the Personal Data where required.

You may exercise the **right to the erasure of Personal Data** if: your Personal Data is no longer necessary in relation to the purposes for which they were collected or otherwise processed by Allegro.pl; you withdraw your consent to Personal Data processing; you object to the processing of your Personal Data and there is no other legal ground for the processing, or your Personal Data have been unlawfully processed. In order to exercise your right to the erasure of data, you have to terminate your agreement first. You will find a detailed description of how to exercise your right to erase Personal Data [here](#).

You may exercise the **right to the restriction of processing of Personal Data** if you notice that your Personal Data is incorrect — you may obtain restriction of processing of your Personal Data for a period enabling us to verify the accuracy of the personal data; the processing is unlawful but you oppose the erasure of the personal data; we no longer need your Personal Data but you may require them for the defense or exercise of legal claims or you have objected to the processing of your Personal Data pending the verification whether our legitimate grounds override yours.

You may exercise the **right to Personal Data portability** if the processing of your Personal Data is based on consent or on a contract between you and Allegro.pl, and when the processing is carried out by automated means.



You may exercise the **right to object to the processing of Personal Data for marketing purposes** at any time if your Personal Data has been processed for marketing purposes, without the need to justify your objection.

You may exercise the **right to object against the processing of Personal Data for other purposes** at any time, on grounds relating to your particular situation, if your data have been processed for the purposes of the legitimate interests pursued by Allegro.pl (e.g. for analytical or statistical purposes). Any objection in this respect should be justified.

You may exercise the **right to withdraw your consent** at any time where your Personal Data is processed based on consent, without affecting the lawfulness of processing based on consent before its withdrawal.

You may exercise your **right to human intervention, express your position, and question an automatic decision made towards you** at any moment; if the automatic decision made towards you has legal effects or substantially affects you in a similar way.

Notwithstanding the provisions above, we have prepared a special instruction for Users who would like to exercise their rights under the GDPR. This document describes in detail how Users can exercise their rights against Allegro.pl. and it is available [here](#).

If you exercise your **right to object** to Personal Data profiling, you should log out of all devices and delete cookies from them (in some cases, the process may take up to 48 hours). The instruction on how to delete cookies is available in the Cookies Policy [here](#).

You can also contact the data protection officer using a contact form (available [here](#) for Buyers and [here](#) for Sellers).

Please note that you may **lodge a complaint** in relation to us processing your Personal Data with a supervisory authority, i.e. the President of the Office of Personal Data Protection (address: Prezes Urzędu Ochrony Danych Osobowych, ul. Stawki 2, 00-193, Warszawa).

## Section 6. Personal Data recipients

Allegro.pl may **share your Personal Data with the following third parties**:

- entities cooperating with Allegro.pl and operating websites or providing online applications (including mobile applications) in order to publish Users' offers posted in classifieds categories;
- entities cooperating with Allegro.pl and operating websites or providing online applications (including mobile applications) which enable a comparison of Transaction reviews, in order to collect reviews of Transactions made on the Marketplaces by means of surveys;
- entities cooperating with Allegro.pl that offer their financial services as Associated Services, to assess the User's creditworthiness, analyze the credit risk, and to grant a potential loan, to perform the contract you concluded, including enforcing any amounts due.

**Allegro.pl may cooperate with third parties**, e.g. specialized providers of Personal Data storage services, analytical services, debt collection services, in order to enable such entities to provide services to Allegro.pl. In this case, such entities are not authorized to use your Personal Data for their own





purposes (Personal Data will always be processed on behalf of and for Allegro.pl) and their activities are subject to applicable law and this Privacy Protection Policy;

The scope of collaboration includes:

- information storage and access: storing information or accessing information already stored in your devices such as advertising identifiers, device identifiers, cookies, and similar technologies;
- personalization: collecting and processing information to personalize website or application advertisements and/or content;
- selecting, serving, and reporting of advertisements: collecting information and merging it with existing information to select and serve advertisements to you and to measure how effective they are (what advertisements have been displayed; how often, when, and where they have been displayed; or whether you have taken any action in relation to the advertisement, for instance, clicked the ad or made a purchase);
- conducting debt collection proceedings;
- delivery of services to support the provision of e-learning;
- delivery of services to support/improve order processing on Allegro.

**Allegro.pl may also share your Personal Data with other entities** (such goods delivery companies) where necessary to conclude or perform their contract to which you are a party, or in order to support/improve order processing on Allegro, which includes, in particular, the following:

- accepting the order for execution;
- packing the parcel;
- shipping the parcel to a specified address, including the provision of tracking information.

In the situations mentioned above, the entities with which your Personal Data is shared **may become separate data controllers in respect of your Personal Data**.

**We share your Personal Data with parties to your Transactions made on the Marketplaces** (and to Charities as defined in Appendix No. 17 to the Terms & Conditions in the case of Transactions made in connection with Charity Offers) and to entities that support us in providing electronic services, i.e. to providers of payment services, credit services, insurance services, consulting or audit services, entities supporting User service and promotion of Offers, or entities cooperating in marketing campaigns.

We **share** your Personal Data relating to your image (profile picture) **with other Users** in the case of the communications through the Allegro Message Center.

Allegro.pl **may disclose your Personal Data to public authorities** under the applicable laws and regulations in connection with proceedings concerning possible legal violations or addressing any other potential violations of the Terms & Conditions (including investigations carried out in connection with fraud and abuse committed on Allegro).

Pursuant to its Policy, Allegro.pl undertakes not to sell the Personal Data of the Users. In the event of restructuring or sale of Allegro.pl's business or any part thereof, and the transfer of all or a substantial part of its assets to a new owner, the Personal Data of Users, including yours, **may be transferred to**



**the new owner** in order to ensure the continuation of services provided on the Marketplaces, via the Mobile Application, or the Associated Services.

Based on your consent, Allegro.pl **may disclose your Personal Data on charytatywni.allegro.pl** to public benefit organizations in order to enable them to thank you for your contribution.

In connection with the use of the Family Group Functionality and sending of invitations, your data will be provided to the persons you invite to the Family Group (invitation recipients). Your name specified in the Account and your email address will be disclosed in the invitation.

Furthermore, by initiating the sending of an invitation to the Family Group, the User hands over the email address of the invitation recipient to Allegro.pl pursuant to the Allegro Terms & Conditions in order to deliver the invitation and enable the recipient to use the Family Group Functionality.

By initiating the sending of an invitation to the Family Group to a recipient, the User consents to Allegro.pl engaging another processor to process the personal data of the recipient (subprocess) in order to deliver the invitation to the recipient.

Allegro.pl shall process the personal data of invitation recipients in accordance with the applicable laws and undertakes to:

- a. process the email of the invitation recipient only as a result of the User initiating the sending of the invitation to the Family Group to the recipient (taking due account of the provisions of Article 28(3)(a) of the GDPR);
- b. ensure that persons authorized to process personal data of invitation recipients have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c. take (implement) any and all appropriate technical and organizational measures (taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of the processing, as well as the risk for the rights and freedoms of natural persons, of varying likelihood and severity) to ensure a level of security appropriate to the risk, including, *inter alia*:
  - i. the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
  - ii. a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing;
  - iii. compliance with the conditions for engaging another processor under Article 28(2) and Article 28(4) of the GDPR.

Sub-processing of the personal data of the invitation recipient shall only take place in the period of communication with the invitation recipient preceding the acceptance or rejection of the invitation by the recipient. If the invitation is rejected, Allegro.pl will store the invitation recipient's email address in order to monitor the frequency of invitations sent by the User to the same email address, however, for no longer than 30 days. Furthermore, Allegro.pl may store the email of the invitation recipient where the applicable law obligates Allegro.pl to continue to store the email throughout the retention periods arising from that law.

Within the Account settings, in connection with the use of the Family Group Functionality by the User, Allegro.pl displays the following personal data of other group members to the Family Group Members and Family Group Manager:

- a. The following information is displayed to the Family Group Manager: the profile picture of the User available in the Account, the name set in the Account by the User, and email address, a badge: adult, youth, child.
- b. The following information is displayed to a Family Group Member: the profile picture of the User available in the Account, the name set in the Account by the User, and email address without the domain of another Family Group Member, email address of the Family Group Manager, a badge: adult, youth, child.

Due to the necessity of preventing certain functions from being run on the Marketplaces by Internet bots, we use Google reCAPTCHA and hCaptcha mechanisms to check occasionally whether the Users' behaviors are not typical of bots. Therefore, Allegro.pl may share your IP address and other data allowing to determine if an Allegro visitor is a human being (which include in particular: technical components of the device, your browser settings, and details of your viewing behavior on Allegro), or if the services have been used by machine and automated processing, with Google LLC and Intuition Machines, Inc.

**Allegro.pl may share anonymized Personal Data** (i.e. data that do not identify specific Users) with third-party service providers, trusted partners, or research agencies in order to better understand the attractiveness of advertisements and services to Users, improve the overall quality and performance of services provided by Allegro.pl or the aforementioned entities, or to participate in scientific research offering broadly understood benefits to the society.

**If you sell Goods using a Business Account**, you are obliged to, whenever you obtain Personal Data of other Users that are natural persons from Allegro.pl, meet any obligations towards such Users under the GDPR, including the information obligation, and ensure that they can exercise their rights under the GDPR.

## Section 7. Transfers of Personal Data to countries outside the European Economic Area

Your Personal Data may be transferred outside the European Economic Area, for example, to

- Google LLC with its registered office in Mountain View, CA, the United States in relation to the use of the Google reCAPTCHA mechanism for security purposes;
- Google Cloud Poland sp. z o. o. with its registered office in Warsaw, Poland in connection with the use of the electronic mail system and the Google Workspace tools, for statistical and administrative purposes and, in connection with the use of Personal Data processing services offered by this entity to ensure the provision of services by Allegro.pl offered on Allegro;
- Medallia, Inc., with its registered office at San Mateo, CA, the United States, in relation to the questionnaire-based surveys conducted by the Company, using the tools provided by that entity;
- Khoros, LLC. with its registered office in Francisco, CA, the United States, in connection with the use by the Users of the community accessible at <https://spolecznosc.allegro.pl/> to share knowledge and provide assistance among the community members;
- Intuition Machines, Inc. with its registered office in San Francisco, the United States, due to the use of the hCaptcha system for security purposes;
- EasyGenerator B.V. with its registered office in Rotterdam, the Netherlands, the provider of e-learning services offered as part of the Allegro Academy.

Allegro.pl always relies on mechanisms ensuring an adequate level of protection, for example, by using standard contractual clauses for the transfer of Personal Data to Personal Data processors established in third countries approved by the European Commission. You can receive copies of such clauses from the Company by writing to [iod@allegro.pl](mailto:iod@allegro.pl).

## Section 8. Amendments

If necessary, Allegro.pl may amend this Privacy Protection Policy. In this case, paragraphs 14.1 and 14.2 of the Terms & Conditions apply accordingly.

## Section 9. Contact details

For more information on the processing of your Personal Data and answers to questions concerning the Privacy Policy, please contact our data protection officer. The contact details are as follows:

email address: [iod@allegro.pl](mailto:iod@allegro.pl),

mailing address: Inspektor Ochrony Danych Allegro.pl sp. z o.o., ul. Grunwaldzka 182, 60-166 Poznań.

You can also contact the data protection officer using a contact form (available [here](#) for Buyers and [here](#) for Sellers).

## Appendix No. 6

### Appendix No. 6. Junior account principles

1. Natural persons aged at least 13 but younger than 18, and who may be Users, should complete the appropriate form in order to make the Registration, in which in addition they must provide their date of birth. 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. During the Registration, the Junior Account User must declare that they obtained the consent of their legal guardian to conclude agreements on Allegro.
3. The Account of such User shall be highlighted using a special icon visible to all Allegro visitors.
4. The Junior Account User or persons required by law or agreement to supervise them shall be held liable for actions of the Junior Account User on Allegro, in particular, they shall be held fully liable for damage caused to Allegro.pl and third parties.
5. The Junior Account User shall not have access to all services offered on Allegro, in particular, the Junior Account User:
  - a. may not use the following service:
    - Sales Manager;
    - Allegro Shop;
  - b. may not enable the option of receiving invoices for services provided on Allegro;
  - c. may not buy or sell Goods in Transactions listed in the following categories:
    - Real Estate;
    - Erotica;
    - Cars;
    - Motorcycles;
    - Other Vehicles and Boats;
    - Tobacco products;
    - Weapons;
    - Air Guns;
    - Paralyzers;
    - Pepper Spray;
    - Fireworks;
    - OTC drugs;



- Investment Products;
- Collectible Gold Coins.

6. In the case of fees and sales commissions charged for using Allegro, in a current settlement period, i.e. in a particular calendar month, the negative balance of the Junior Account User in the settlement account must not exceed PLN 50.

7. The restrictions on Junior Account referred to in paragraphs 5 and 6 above shall be lifted:

automatically, when the Junior Account User has reached 18 years of age, unless national laws provide for a different age of majority,

b. upon the Junior Account User's written request, after reaching the age of majority in other cases provided for in law.

# Appendix No. 7A

## Appendix No. 7A: Terms & Conditions of PayU Service

### SECTION 1. TERMS & CONDITIONS OF SERVICE PROVISION

These Terms & Conditions of PayU Service, hereinafter referred to as “Terms & Conditions”, lay down the terms of payments made by Buyers who conclude Transactions exclusively on Allegro. Payment methods for Transactions concluded in Allegro.pl online services outside Poland are set out in separate terms and conditions of such service.

#### 1.1. Information on the PayU service provider

The entity providing the payment service, hereinafter referred to in these Terms & Conditions as “PayU Service”, to Users shall be PayU S.A. with the registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, entered into the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS no. 0000274399, share capital of PLN 4,944,000, paid in full, Tax Identification Number (NIP): 779-23-08-495, hereinafter referred to as “the Payment Operator”. During the provision of PayU Service, the Payment Operator shall act as the provider of payment services within the meaning of the Act on Payment Services of 19 August 2011, hereinafter referred to as “the Act”. The Payment Operator shall be supervised by the Polish Financial Supervision Authority (contact details to the PFSA Office: ul. Piękna 20; 00-549 Warsaw, post office box 419, contact number: (48) 22 262-58-00), knf@knf.gov.pl. The Operator has been entered into the register of national payment institutions kept by the Polish Financial Supervision Authority under No. IP 1/2012.

#### Overview of major features of the PayU Service

1.2. PayU Service is a payment service as defined in the Act in the scope in which the Payment Operator accepts cash payments made by the Buyer via available payment channels to pay for Goods, which are recorded in the settlement tool maintained by PayU for the Seller. The aforementioned payments shall be transferred upon a monetary obligation arising from agreements concluded between Sellers and Buyers in Transactions. Transactions in categories listed in Section 3 of Appendix No. 4 (Sales commissions) which are not subject to a success fee shall not be processed via PayU Service.

1.3. PayU Service for Users that includes the payment service referred to paragraph 1.2. shall be provided under a framework agreement within the meaning of the Act, the provisions of which have been presented in these Terms & Conditions.

1.4. The PayU Service provision agreement (the framework agreement) on the terms set out in these Terms & Conditions shall be concluded upon the conclusion of the agreement on the provision of the service by Allegro.pl on Allegro pursuant to the Allegro Terms & Conditions.

1.5. The agreement on the provision of PayU Service to Users shall be concluded for the term of the agreement on the provision of the service by Allegro.pl on Allegro pursuant to the Allegro Terms & Conditions, referred to in paragraph 2.5. of the Allegro Terms & Conditions. The agreement on the provision of PayU Service shall be terminated with immediate effect if — as a result of the verification procedure described in paragraph 2, and later during the term of the agreement, in accordance with the Act on Counteracting Money Laundering and Terrorist Financing (as regards the conclusion of agreements with politically exposed persons) — the provision of PayU Service becomes conditional upon obtaining the approval of the senior management of the Payment Operator and such consent is not given as a result of the application of the procedures resulting from the aforementioned Act.

1.6. The text of the framework agreement referred to in paragraphs 1.3. and 1.4. is available at <https://allegro.pl/regulamin/pl/artykul/appendix-no-7a-bEVbAwD7Btz> in a manner that enables its recording and unchanged reproduction of the data stored.

1.7. Users shall not be required to open a bank account to be able to access and use PayU Service, and any transactions performed in such an account shall not be considered bank operations as defined in the Banking Law.

1.8. As part of PayU Service:

a. Buyers can pay for Goods and other services offered on Allegro via payment channels that have been made available by the Payment Operator and are supported by payment service providers with the use of e.g.:

- a payment card accepted by a bank or acquirer that cooperate to provide PayU Service — in the case of payments for Goods in selected categories,
- other payment methods offered by the Payment Operator.

b. Users can make payouts upon their order by bank transfer into a bank account indicated by the Seller or an account maintained for the Seller in a different payment institution, in accordance with the provisions set out in paragraph 5.1.

c. Paying fees and charges due to Allegro.pl for the services provided as part of Allegro, if Allegro.pl makes such functionality available.

d. Users can make payouts upon their order by bank transfer into a bank account indicated by the Seller for a given Fundraiser or Cause on Allegro Lokalnie.

e. Amounts due to the User from Allegro.pl shall be accepted pursuant to the relevant provisions of the Terms & Conditions of Allegro.

1.9. To provide PayU Service, the Payment Operator shall use services offered by specialized financial institutions chosen with due diligence.

1.10. PayU Service can be provided to Users who have equipment enabling them to access the Internet, including software to browse through online resources, and an account maintained by a bank or a



financial institution with its registered office in one of the European Union Member States or in a country respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

1.11. In the case of any references herein to a time limit expressed in working days, "working day" shall mean a day other than Saturday and a public holiday.

1.12. Any financial transactions relating to PayU Service shall be made in the Polish currency or in a different currency supported by the Payment Operator and selected by the Buyer.

1.12a. In the case of payments in a currency other than the Polish currency (PLN), the Payment Operator shall convert the amounts denominated in PLN to the currency selected by the Buyer according to the exchange rate applied by the Payment Operator. Information such as the list of currently available currencies, amounts in the currency selected, and exchange rate applied for a given currency are presented to the Buyer in the Service, including in particular on the Offer page and directly in the Payment execution screen. For the avoidance of doubt, PLN shall remain the Transaction currency in such a case, i.e., upon the Buyer's executing the payment, the Seller shall receive the amount due in respect of the Transaction in the Polish currency and equal to the amount specified nominally by the Seller in the Offer.

The Payment Operator shall regularly update the available and applied currency exchange rates, which are subject to change. Such changes might result in differences in the amounts visible (including in the prices) at various stages of the Transaction. The exchange rate finally applied to a given payment shall be specified at the moment of when the Buyer executes the payment and shall also be visible in the notification submitted to the Buyer upon payment execution, in accordance with paragraph 1.17 below.

1.13. Subject to sub-paragraphs 1.8c and d, PayU Service must not be used for any payments other than payments of Buyers' financial obligations resulting directly from agreements made in Transactions, and payouts made pursuant to Section 5.

### **The Payment Operator's liability**

1.14. The Payment Operator shall be held liable for the failure to perform or undue performance of payment transactions under the terms and conditions specified in the Act, including Articles 144-146 thereof.

1.15. The Payment Operator shall not be held liable for any delays in transferring due funds to the bank account or address indicated by the User under the rules specified in Section 5 due to the failure to provide data or due to the provision of inaccurate or incomplete data by the User, which renders it impossible to make a payout as ordered by the User.

1.16. The Payment Operator shall not be a party to the agreement between the Buyer and Sellers and shall not be held liable for the undue performance or failure to perform any agreements entered into by Users, except for actions related to PayU Service. In particular, the Payment Operator shall not be held liable for Sellers' ability to conclude and perform agreements on the sale of goods or services, or for Buyers' solvency.



## **PayU Service progress statuses**

1.17. Information on the status of PayU Service and information required to identify the User's payment transactions and payouts ordered in the manner referred to in Section 5 shall be available in the User's Account and also sent by the Payment Operator to the email address provided by the User. The aforementioned information shall be made available in a manner that enables the User to record and reproduce such information in an unchanged form.

## **Unauthorized payment transactions**

1.18. To prevent any unauthorized payment transactions, the User must not disclose their identification data (login, password) to any third parties.

1.19. The User shall immediately report to the Payment Operator any loss or unauthorized use of their identification data enabling the placement of a payment order. Such reports should be made in the manner referred to in paragraph 1.20. within the period of 13 months from the date of performing unauthorized or unduly performed payment transactions or from the date on which a payment transaction was to be performed. If the User fails to make the report within the aforementioned time limit, the User's claims against the Payment Operator concerning unauthorized, not performed, or unduly performed payment services shall expire.

## **Contact with the Payment Operator**

1.20. The Payment Operator shall communicate with Users in the Polish language. This language shall be used to draft all the documents establishing relations between Users and the Payment Operator.

1.21. Any User's correspondence addressed to the Payment Operator must be sent in the written form to the Payment Operator's address or electronically at [allegrosupport@allegro.pl](mailto:allegrosupport@allegro.pl). Any correspondence should contain at least the User's name on Allegro and a description of the issue. Electronic correspondence, as a rule, shall be via the email address assigned to a given User's Account.

1.22. Upon the User's request submitted in the manner referred to in paragraph 1.21., these Terms & Conditions shall be provided by the Payment Operator in written (paper) form.

## **Costs of using PayU Service**

1.23. The User shall not bear any additional cost of the provision of PayU Service by the Payment Operator, except for separate payout orders in a special form specified in paragraphs 5.6. and 5.7. and the cases of the Seller verification using a foreign currency, described in paragraph 2.4. of the Terms & Conditions. Remuneration due to the Payment Operator for the provision of PayU Service shall be settled pursuant to a separate agreement concluded between Allegro.pl and the Payment Operator. The User shall bear fees related to the provision of PayU Service pursuant to agreements concluded by the



User with payment service providers (a bank, a payment institution, or an acquirer) and shall bear the costs of the transmission of data related to the use of PayU Service via the Internet.

1.24. Each User shall have constant access in their Account on Allegro (in the “Allegro Finance” tab) to the electronic statement of transactions for the User related to PayU Service; however, after the period of 60 days, the User may access the data in an electronic form only upon a written request submitted to the Payment Operator, subject to paragraph 4.4.

## SECTION 2. VERIFICATION PROCEDURE

### Verification procedure

2.1. The User acknowledges that PayU Service involves the verification of financial credibility pursuant to Article 10 of the Act and consequently the principles of payment processing may vary due to, and certain terms of service provision may depend on, the risk group to which the User has been assigned. The Payment Operator shall analyze the risk of processing payments on the basis of data available when providing the PayU Service. In justified cases, the Payment Operator shall reserve the right to deny processing a certain payment, particularly if the Payment Operator reasonably suspects that the transaction paid for or the payment itself may be illegal. The Payment Operator shall not be held liable for damage suffered by the User due to the denial referred to in the preceding sentence.

2.2. The Payment Operator reserves the right to discontinue the provision of PayU Service for the User if the User's Account has been blocked or actions referred to in paragraphs 2.12 or 8.2. of the Allegro Terms & Conditions have been taken. The Payment Operator may also block the settlement tool in the following circumstances:

- a. a change in the User's data, in particular, of their bank account number or the number of an account maintained for the Seller in a different payment institution which has been indicated by the User as relevant for payouts,
- b. invalid or incorrect data necessary to process a payment order,
- c. as a result of a notice or decision of a competent authority,
- d. suspicion of money laundering. In such a case, the Payment Operator shall notify the General Financial Information Inspector (GIIF) and then proceed as per GIIF's instructions.
- e. if the Payment Operator itself has reasonable concerns about the security of the Account or a Transaction.

2.3. The User acknowledges that payment instruments (in particular a payment card) may be used exclusively by their authorized holder, i.e. a person authorized to use an instrument under an agreement with its issuer. All confirmed law violations shall be reported to competent law enforcement authorities.

2.4. The User shall undergo the identification process referred to in the Act of 1 March 2018 on Counteracting Money Laundering and Terrorist Financing, as amended, hereinafter referred to as "User Identification". For this purpose, the User shall transfer to the bank account indicated by the Payment Operator the amount of PLN 1.01 from the User's bank account referred to in paragraph 5.2. This amount shall be reimbursed in full by the Payment Operator to the User's bank account from which it was transferred, or it shall be added to the amount of the first payout referred to in paragraph 5. In exceptional cases, the Payment Operator can make available to the User a bank account to make the transfer in other currency than Polish zlotys and specify a different amount of transfer than indicated above. In such a situation, the transfer amount shall be reimbursed to the User at their explicit request in the manner specified in paragraph 7.2. below. The Payment Operator may also carry out the User Identification process applying a different procedure provided for in law. This paragraph shall apply accordingly to a change of the bank account referred to in paragraph 5.2. by the User.

2.5. The User shall comply with applicable provisions of law and the rules and procedures set out by the Payment Operator to ensure compliance with law and principles established by respective payment card associations.

## SECTION 3. PAYU SERVICE FOR BUYERS

### **Specific terms of the provision of PayU Service for Buyers**

3.1. When providing PayU Service for the Buyer, the Payment Operator shall transfer the funds received to the Seller by booking them in the settlement tool. PayU Service for the Buyer shall be provided not later than until the end of the next working day following the day when the Payment Operator receives a payout order from the Buyer. The time of receiving a payout order by the Payment Operator shall be the time of crediting the Payment Operator's bank account with the Buyer's payment for the Goods. The Buyer may not withdraw a payout order after it has been received by the Payment Operator.

3.2. The Payment Operator shall provide PayU Service on the basis of a payout order placed by the Buyer using the order form in which the Buyer indicates the Seller (the Buyer may place several orders at the same time by indicating several Sellers), the amount of payment and the legal basis for the payment. If the Payment Operator does not receive any payout order within a maximum period of 10 days after placing the payment order, the order shall be assigned the "canceled" status.

3.3. In PayU Service, the Payment Operator offers to Buyers the following payment channels supported by providers of payment services:

- a. electronic transfers, including non-cash payments;
- b. traditional non-online transfers or other electronic transfers,
- c. payments by payment cards, including non-cash payments by payment cards licensed by banks to make online transactions, in the case of payments for Goods in selected categories,



d. other payment options made available by the Payment Operator that allow Buyers to settle their financial obligations with Sellers.

3.4. The relevant bank, the acquirer, or the Payment Operator may impose on a particular Buyer minimum and maximum amounts of transactions made via PayU Service.

3.5. In addition, PayU Service enables the Buyer to:

- a. store and change their personal data and address details;
- b. save the previously used payment option;
- c. access the history of payments made to Sellers;
- d. access payment statuses ("started", "canceled", "ended");
- e. define payment channels and store such data in the system to facilitate payments for the Buyer. This option shall be available only to Buyers who completed the registration referred to in paragraph 3.7;
- f. order the payment of an additional amount if the amount already paid to the Seller has not complied with the Goods purchase costs agreed with the Seller.

## SECTION 4. TERMS OF PAYOUTS

### **Specific terms of the provision of PayU Service for Sellers**

4.1. When providing PayU Service to the Seller, the Payment Operator shall manage a settlement tool for the Seller and, upon the Seller's order, shall initiate a transfer of funds accrued therein to the bank account an account maintained for the Seller in a different payment institution indicated by the Seller or shall initiate the payout of the funds by postal order under the terms provided for in sub-paragraph 5.5.c As part of PayU Service, the Payment Operator shall receive in the Seller's settlement tool payments made by Buyers in connection with Transactions concluded on Allegro.

4.2. In addition, PayU Service enables Sellers to:

- a. access the history of credited payments made by Buyers;
- b. refund amounts paid by the Buyer, where such refund may be ordered within 12 months from the date of making the payment. The refund shall proceed on the conditions that there are sufficient funds in the settlement tool corresponding to the amount of the requested refund. In the case of an order of payment refund with the currency conversion referred to in subparagraph 1.12a, the refund shall be executed in the same currency to which the price was converted, according to the same exchange rate of the given currency, which was used on the moment of payment execution.



c. accept amounts due to the Seller from Allegro.pl pursuant to the "Terms & Conditions of the Fulfilment Service", which can be subsequently withdrawn by the Seller in accordance with the provisions of paragraph 5 below.

4.2a. In the cases listed in 5.12.a of Allegro Terms & Conditions, on the basis of information received from Allegro.pl, PayU automatically returns the Funds to the Buyer, as long as the payment was made as part of the PayU Service.

4.3. If the User fails to fill in or only partially fills in the configuration form referred to in paragraph 5.3. or if the User identification is not possible, the Seller must not claim that the Buyer has not paid for the Goods if funds transferred by the Buyer to the Seller as a payment for the Goods have been fully booked in the settlement tool.

4.4. The Seller who has filled in the configuration form in the "Allegro Finance" section on Allegro correctly and in full shall have access to the electronic statement of payment transactions for a period longer than the one indicated in paragraph 1.24, however, not longer than 12 months from their making, but must generate such statements by themselves. After the 12-month period, the User may obtain the aforementioned data in an electronic form only upon a written request submitted to the Payment Operator.

## SECTION 5. TERMS OF PAYOUTS

### General terms of payouts

5.1. In PayU Service, the Payment Operator shall provide the User with a limited functionality payment instrument that enables the User to transfer the funds booked in the User's settlement tool to the bank account or an account maintained for the Seller in a different payment institution. The Payout shall always cover the payments for Goods or other services related to the Transaction in the base currency, specified by the Seller, at the moment when the Offer is published, i.e., PLN.

### The time the payout order is received by the Payment Operator

5.2. The Payment Operator shall payout funds booked in the User's settlement tool not later than until the end of the next working day following the day when the Payment Operator receives the payout order from the User. A payout order shall be deemed received:

- a. when the Payment Operator receives an order placed by the User—in the case payouts on demand. The User may not withdraw a payout order after it has been received by the Payment Operator;
- b. at the beginning of the day indicated by the User in the configuration form—in the case of automatic payouts the User may withdraw their order of recurring payout not later than until the end of the working day preceding the payout date indicated by the User recurring payout order.

c. at the beginning of the day immediately after the day the Fundraiser organized on Allegro Lokalnie has ended — as per Appendix No. 13 to the Terms & Conditions. If the Payment Operator receives the payment instruction on the day which is not a working day for it, the payment instruction shall be deemed received on the first working day after that date.

If the Payment Operator receives the payout order on a day that is not a working day for the Payment Operator, such an order shall be deemed to have been received on the first working day after that day.

### **Scope of information necessary to make a payout**

5.3. In order to make the payout referred to in paragraph 5, the User should fill in the configuration form available on Allegro pages in the “Allegro Finance” section. When filling in the configuration form, the User shall provide the following data: their first and last name, address, email address, contact number, the IBAN bank account number (for numbers commencing with a prefix other than PL — including the correct SWIFT code) or the account identifier for accounts maintained on behalf of the Seller in another payment institution, to which funds accrued in the settlement tool are to be transferred. The above User’s data should comply with the data of the holder of the bank account or respectively, the holder of the account maintained with a different payment institution, from which a payment related to the User Identification will be made. In the case of Junior Account, it is possible to provide in the aforementioned form the data of a legal guardian of the Account User. In the case of a Business Account, the User should provide an official personal ID number (PESEL) or, if no such number is available, the date of birth and the number of the identity card of the person authorized to represent the User.

5.4. The payout referred to in paragraph 5 shall produce legal effects for the User if correct credentials (login and password) have been entered when configuring a bank account or an account in a different payment institution into the Seller’s Account.

### **Frequency of payouts**

5.5. When using the payment instrument referred to in paragraph 5.1., the User may order a payout:

a. to a bank account in the IBAN format with the PL prefix and to an account maintained for the Seller in a different payment institution holding settlement accounts in the IBAN format with the PL prefix:

i. as a one-time payout (payout on demand);

ii. as a recurring payout (automatic payouts; when placing an order for automatic payouts, the User defines the frequency thereof, selecting a daily, weekly, or monthly payout schedule, and indicating the day of the week of order execution (from Monday to Friday). An automatic payout can be processed if the amount in the settlement tool is at least PLN 20 on the day indicated in the automatic payout order.



b. to a bank account in the IBAN format with a prefix other than PL and to an account maintained for the Seller in a different payment institution holding settlement accounts in the IBAN format with a prefix other than PL:

i. as a recurring payout (automatic payouts); such an order shall be accepted for processing on the first day of the month for amounts below the equivalent of PLN 100, and on the first day and fourteenth day of the month for amounts higher than the equivalent of PLN 100 (if the 1st or the 14th day of the month is Saturday or Sunday or a public holiday, the payout order shall be processed on the next working day). Such an order shall also be accepted for processing on any day if the amount in the settlement tool is at least equivalent to PLN 4000.

The User may place a separate order of payout to accounts indicated in this letter b, upon agreeing first with the Payment Operator the fee for such an order to be paid by the User.

c. by postal order on condition that the amount of such funds does not exceed PLN 800. Such orders shall be accepted and processed on the first day of the month. If the first day of the month is Saturday or Sunday or a public holiday, the payout order shall be processed on the next working day. The User may place a separate order of payout by postal order at the time different than indicated above, upon agreeing first with the Payment Operator the fees for such an order to be paid by the User.

5.6. A payout by the User of funds booked in the settlement tool to accounts defined in sub-paragraph 5.5(b) shall be conditional upon:

a. the User's bank providing the possibility of settling payouts in a currency made available by the Payment Operator and, if such bank does not settle payments in currency made available by the Payment Operator, the Payment Operator shall not be able to payout the funds until the User changes the account to an account in a bank that settles transactions in a currency supported by the Payment Operator; and

b. the account defined in sub-paragraph 5.5(b) being maintained by a bank or a financial institution with its registered office in one of the European Union Member States or in a country respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

### **Payout Withholding cases**

5.7. In connection with the agreement concluded by and between the Seller and Allegro.pl on the basis of the Allegro Terms & Conditions, Allegro.pl is authorized to order the Payment Operator the Payment Operator to temporarily withhold the payout of the funds from respective Transactions and recorded in the settlement tool maintained for Sellers operating in the form of a Business Account and Regular Account (hereinafter "Payout Withholding") who meet the following criteria:



a. they have been qualified to the group of Sellers whose Transactions in the form of a Business Account involve a higher risk level, on the basis of the qualification conducted in accordance with the parameters indicated in paragraph 5.9. 44 below, or

b. they 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 outside the United Kingdom of Great Britain and Northern Ireland. In relation to those Sellers, as regards payouts, the provisions of sub-paragraph 5.14.b. below shall always apply.

c. they post Offers in categories referred to in paragraph 5.9 of the Allegro Terms & Conditions, in the form of a Business Account and Regular Account. In relation to those Sellers, as regards payouts, the provisions of sub-paragraph 5.12.c. below shall always apply.

d) use the logistic service provided by Allegro.pl pursuant to "fulfillment Service Terms & Conditions", exclusively with respect to the "Technical Account" within the meaning of the above-mentioned Terms & Conditions,

e) they have received an agreement withdrawal notice from the Buyer in the cases listed in 5.12.b of Allegro Terms & Conditions, as long as the Buyer made the payment through PayU Service;

f) they have received a refund request (in relation to a complaint about the purchased Goods) from the Buyer in the cases listed in 5.12.c of Allegro Terms & Conditions, as long as the Buyer made the payment through PayU Service.

A Payout Withholding shall be carried out by the Payment Operator at the order of and on the basis of the information provided by Allegro.pl.

5.8. Transactions involving a higher risk level shall mean the Transactions in which there is a higher probability that Buyers would request the payment of compensations under the Buyer Protection Program in accordance with the provisions of Appendix No. 9 of the Allegro Terms & Conditions (hereinafter: "Potentially Risky Transactions").

5.8a. Payout Withholding is a mechanism applied individually to each Transaction. It does not limit the functionality of the settlement tool. Even where a Seller is subject to the Payout Withholding mechanism, payouts are executed regularly, in compliance with the rules set out in the Terms & Conditions, with funds from respective Transactions paid out with a delay resulting from this paragraph 5.

### **Payout Withholding criteria.**

5.9. Subject to paragraph 5.12 below, Payout Withholding relates to Sellers' Accounts in the form of a Business Account in which the turnover for all of them jointly from Offers in the "Smartphones and mobile phones" 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 for Payout Withholding. Moreover, for Payout Withholding may also qualify those Sellers who meet, jointly in all their Business



Accounts and regardless of the type of category in which they make sales, 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 for Payout Withholding come from Offers for which the declared Goods delivery time as at the date of concluding the agreement with the Buyer for the Offer 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 with Buyers as part of Offers, has exceeded 0.2% of the number of all agreements concluded at that time as part of Offers. If in the last 60 days, the Seller concluded less than 1000 agreements as part of Offers, the number of Discussions ended as unresolved in this period has exceeded two;
- c. in the period of 60 days immediately preceding the Payout Withholding, Allegro.pl, on the basis of the Allegro Terms & Conditions, restricted temporarily the Seller's access to particular services provided as part of Allegro or suspended, for a definite or indefinite time, one, several or all Accounts of the Seller on Allegro pursuant to paragraphs 2.13 and 8.4 of the Allegro Terms & Conditions;
- d. the Seller's average rating on the date of the qualification for Payout Withholding is below 4.900 (four and nine tenths).

### **Description of the Payout Withholding qualification procedure**

5.10. The qualification by Allegro.pl to the group of Sellers whose Transactions on Allegro are Potentially Risky Transactions shall be made on each first Wednesday of the month; however, if this day is a public holiday, the qualification shall be made on the next working day. Subsequent qualifications of a given Seller who has met the conditions specified in paragraph 5.9 shall be made in three-month intervals, counting each time from the date of the previous qualification for Payout Withholding. In the event when, after the lapse of the 3-month period indicated above, the Seller does no longer meet the conditions specified in paragraph 5.9, all the Seller's Accounts on Allegro shall be excluded from the group of Sellers whose Transactions are subject to Payout Withholding. In the event when, after the lapse of the 3-month period indicated above, the Seller does no longer meet the conditions specified in paragraph 5.9, all the Seller's Accounts shall be excluded from the group of Sellers whose Transactions are subject to Payout Withholding, and the funds booked after this time shall not be subject to Payout Withholding. Being qualified again for the Payout Withholding has no effect on how long it will be applied to respective Transactions. This period being fixed, one-off, and described in paragraph 5.12.

5.11. If the Seller holding several Business Accounts is qualified to the group of Sellers pursuant to paragraphs 5.7. sub-paragraphs a)–c) and 5.9., then the Payout Withholding for the funds booked in the settlement tool maintained for this Seller shall be made in all Accounts of such Seller. Similarly, if the conditions set out in paragraph 5.9. are terminated, the release of Payout Withholding shall be made in all Accounts of such Seller. Suspension of payouts with respect to Sellers with a Regular Accounts applies only to Accounts meeting the criteria set out in sub-paragraph 5.7.c.

5.12. Payout Withholding for funds booked in the Seller's settlement tool may be applied:

a. in the case of Sellers whose Transactions have been classified as Potentially Risky Transactions—maximally for the period which is the sum of the delivery time resulting from Offers of such Sellers and additional 7 calendar days, where this period may not exceed 45 days in total counted from the date of booking the funds in the Seller's settlement tool. The delivery time indicated in Offers shall mean the time counted in working days specified in the Seller's Offer in the "Delivery and payment" tab. If a Transaction covers more than one Offer of the Seller, the period indicated in the preceding sentence shall be counted according to the longest delivery time;

b. in the case of the Sellers referred in sub-paragraph 5.7.b. above, with the registered office, registered business, or actual place of business outside the European Economic Area or outside the United Kingdom of Great Britain and Northern Ireland, regardless of the classification of their Transactions as Potentially Risky Transactions—until the date of delivery of the package to the Buyer plus 7 days (if the Seller provides the package tracking option on Allegro), yet for a maximum up to 45 days from the date of booking the funds in the settlement tool of such Seller, where, in justified cases, this period may be reduced.

c. in the case of the Sellers referred to in sub-paragraph 5.7.c. above, i.e. posting Offers in categories specified in paragraph 5.9 of the Allegro Terms & Conditions — maximally for the period which is the sum of the delivery time resulting from Offers of such Sellers and additional 7 calendar days – in the case of Business Account – or 14 calendar days – in the case of Regular Account, where this period may not exceed 45 calendar days in total counted from the date of booking the funds in the Seller's settlement tool. The delivery time indicated in Offers shall mean the time counted in working days specified in the Seller's Offer in the "Delivery and payment" tab. If a Transaction covers more than one Offer of the Seller, the period indicated in the preceding sentence shall be counted according to the longest delivery time.

d) for Sellers using the logistic service provided by Allegro.pl pursuant to "Fulfillment Service Terms & Conditions" – until the parcel is sent (Goods shipped) or until the order is canceled in its entirety or partially by the Buyer, however, no longer than for the maximum period of 5 calendar days.

e) for Sellers that have received an agreement withdrawal notice from the Buyer in the cases listed in 5.12.b of Allegro Terms & Conditions:

- from the moment when PayU is notified about the dispatch of the return package by the Buyer that has submitted a given withdrawal notice;

- until PayU is provided with one of the requests referred to in 5.13b sub-paragraphs a) and b), or an automatic refund is made, as referred to in paragraph 5.13b sub-paragraph c).

f) for Sellers that have received a refund request (in relation to a complaint about the purchased Goods) from the Buyer in the cases listed in 5.12.c of Allegro Terms & Conditions:

- from the moment when PayU is notified about the dispatch of the return package by the Buyer that has submitted a given refund request;

- until PayU is provided with one of the requests referred to in 5.13b sub-paragraphs a) and b), or an automatic refund is made, as referred to in paragraph 5.13b sub-paragraph c).

5.13. The Payment Operator upon receiving the necessary information from Allegro.pl, may at the Buyer's request reimburse to the Buyer the funds obtained from a Transaction subject to Payout Withholding on the basis of 5.7 a)–c), having met all the following conditions:

a. The Buyer has notified Allegro.pl of missing delivery of the Goods in the Transaction subject to Payout Withholding, and

b. The Seller has not documented the fact of the fulfillment of the agreement concluded as part of the Transaction subject to Payout Withholding, although they received the request to do so from Allegro.pl and have not given response within the time limit prescribed in paragraph 10.2. of the Allegro Terms & Conditions. The fact of the fulfillment of the agreement concluded with the Buyer may be documented by the Seller, in particular, by sending to Allegro.pl a copy of the proof of the Goods' dispatch, and

c. The Seller is subject to a temporary restriction or suspension of access to particular services provided on Allegro pursuant to paragraphs 2.13 and 8.4 of the Allegro Terms & Conditions and they are informed of the same by Allegro.pl by separate correspondence.

5.13a. The Payment Operator, upon receiving the necessary information from Allegro.pl, shall refund the funds obtained from a Transaction related to a Seller subject to Payout Withholding referred to in sub-paragraph 5.7 (d). The refund is made where the Buyer has canceled all or part of the Transaction using the tools available in Allegro, up to the amount canceled.

5.13b. In case of Payout Withholding under 5.7 sub-paragraph e) or f):

a) following such Withholding, the Seller may submit a return instruction within the deadlines specified in sub-paragraph c) below, concerning:

- all funds from the Transaction to which withdrawal applies – in such case, the funds covered by the Payout Withholding will be used in total for the purposes of such return;

- all or some funds from the Transaction covered by a refund request (in relation to a complaint), depending on whether the complaint is accepted in total or in part – in such case, the funds covered by the Payout Withholding will be used for the purposes of such refund; in case the complaint is accepted in part, the amount left after the refund is made will no longer be covered by the Payout Withholding; failure to specify that the complaint has been accepted in part only shall mean that it will be regarded as accepted in total;

b) instead of submitting the instruction referred to in sub-paragraph a), the Seller may (within the same deadlines) file an instruction revoking the Payout Withholding in case it does not intend to return the funds to the Buyer in relation to withdrawal or in case the complaint is dismissed;

c) if, within:

- up to 7 days – for Transactions covered by withdrawal; or

- up to 14 days – for Transactions covered by a refund request related to a complaint,

if within 2 days — subject to the possibility of extending the time limit in accordance with the second sentence of this paragraph from the date when PayU is provided with information that the Seller has received the return package from the Buyer, the Seller does not submit the instruction referred to in sub-paragraph a) above, or the instruction referred to in sub-paragraph b) above, PayU shall – after the expiration of those deadlines – make an automatic return of the amount corresponding to the entire value of the Transaction to which the Payout Withholding is related.

The time limit of 2 days shall be the default time limit, which may be changed by the Seller at any time in Account settings and extended to up to 7 days (in the case of refund related to withdrawal) or 14 days (in the case of refund related to a complaint). The extension of the time limit shall be effective only with respect to the future Payout Withholdings that occur after this change and shall not cover the currently present Payout Withholdings to which the current time limit of waiting for the Seller's instruction referred to in the first sentence applies.

### **Paying the fees due to Allegro.pl and eCommerce VAT**

5.14. In the case of a Seller who conducts activity as part of a Business Account as an entity whose registered office, registered business, or actual place of business is outside the European Economic Area or outside the United Kingdom of Great Britain and Northern Ireland, Allegro.pl is authorized to submit to the Payment Operator the order to pay from the Seller's settlement tool any fees and sales commissions due to Allegro.pl for the use of Allegro referred to in Appendix No. 4 of the Allegro Terms & Conditions as soon as possible after the occurrence of the event resulting in the obligation to pay the aforementioned fees and sales commissions. The charged amount shall each time correspond to the current amounts due to Allegro.pl indicated in the Account and the Seller may not claim reimbursement of such amount within the meaning of Articles 47 and 48 of the Act. If the Seller withdraws the authorization referred to in the preceding sentence, re-authorization shall be granted exclusively via electronic mail and not through reacceptance of the Allegro Terms & Conditions which would be carried out after the withdrawal of the authorization.

5.14a. For Sellers whose Allegro Transactions are subject to eCommerce VAT, Allegro.pl is authorized to order the Payment Operator to pay from the funds booked in the Seller's settlement tool any amounts due for Transactions qualified as subject to eCommerce VAT treatment by Allegro.pl. The above payment order shall be made in a reasonably short time, following a relevant tax-triggering event. The charged amount shall each time correspond to the current eCommerce VAT amounts due. The Seller may not claim a refund in that respect within the meaning of Articles 47 and 48 of the Act on Payment Services of 19 August 2011. If the Seller withdraws the authorization referred to in the preceding sentence, reauthorization shall be granted exclusively through re-acceptance of this Appendix and of the Allegro Terms & Conditions

### **Payouts to Allegro Lokalnie Fundraiser beneficiaries**

5.15. As part of the Fundraisers organized on Allegro Lokalnie, in relation to the agreement made by and between the User and Allegro.pl and pursuant to Appendix No. 13 of the Allegro Lokalnie Terms & Conditions, the Payment Operator shall pay out the funds to the bank account named by the Fundraiser organizer as part of a one-off payout; such payout shall be made only once the Fundraiser has ended in accordance with sub-paragraph 5.2.c) above.

5.16. Given the provisions of Appendix No. 13 of the Allegro Lokalnie Terms & Conditions, where the User organizing the Fundraiser has failed to raise the planned amount for a given Fundraiser, even though the Fundraiser deadline has passed, and has failed to make the declaration that the funds raised in the Fundraiser by that time are sufficient to achieve the purpose of the Fundraiser, the Payment Operator shall transfer the funds raised so far to the bank account for a different Fundraiser named by the organizer pursuant to paragraph 10.13 of Appendix No. 13 of the Allegro Lokalnie Terms & Conditions.

5.17. The provisions on non-standard payouts referred to in paragraphs 5.6–5.8 of this Terms & Conditions do not apply to the payouts to a given Fundraiser or Cause on Allegro Lokalnie.

### **Settlement tool suspension by PayU**

5.18. To ensure the security of the settlement tool as well as to secure the interests of Users and PayU and prevent fraud, where a suspicion arises of unauthorized use of the settlement tool or a wilful execution of unauthorized payment transaction, PayU may temporarily suspend the settlement tool made available to a User as part of the Account, on the terms set out below. PayU may receive from Allegro information necessary to execute the suspension for the purposes and on the terms set out in the Terms & Conditions of PayU Service.

### **Criteria applied when suspending the settlement tool**

5.19. The settlement tool is suspended when PayU has reasonable suspicion or information on Account or Transaction security being compromised, especially with respect to:

- a. funds collected from Transactions which violate the rules set out in Allegro Terms & Conditions or Terms & Conditions of PayU Service, or give rise to a reasonable suspicion of a violation of applicable anti-money laundering laws in force, using payment methods, especially a payment card and credit services;
- b. conducting sales using third party identity;
- c. the User entering a business relationship with a person who violates the rules set out in Allegro Terms & Conditions or the Terms & Conditions of PayU Service, or conducts Transactions which give rise to a reasonable suspicion of a violation of applicable anti-money laundering laws in force;
- d. the account being taken over by an unauthorized third party



## **Description of the procedure for qualifying a given event as a basis for suspending the settlement tool**

5.20. PayU provides the information on the settlement tool suspension to the User's Account through Allegro.pl to the email address indicated in accordance with the provisions of paragraph 2 of the Allegro Terms & Conditions. The information sent to the Seller includes the basis for applying the suspension, the minimum period for which the suspension will be applied, and information on the possibility to submit explanations in connection with the suspension applied.

### **The suspension duration**

5.21. The settlement tool is suspended for a period indicated in the information sent to the User, however, not to exceed 45 days. The above-mentioned period may be extended for further 15 days if PayU needs to perform additional checkups or investigations. The suspension may also be extended in connection with actions taken by public administration authorities or law enforcement authorities due to acts undertaken by these authorities, for the time necessary to carry them out. PayU shall communicate each change of settlement tool suspension period through Allegro.pl to the User to the email address assigned to the Account.

5.22. When the Seller is subject to a settlement tool suspension, the Payment Operator may, upon obtaining the necessary information from Allegro and at the Buyer's request, refund the funds obtained from the Transaction to the Buyer, provided that all of the following conditions are met:

- a. a given Transaction has not been qualified as suspicious or required to be otherwise reported or withheld pursuant to anti-money laundering and terrorist financing regulations and
- b. the Buyer has notified Allegro.pl of missing delivery of the Goods in the Transaction and
- c. The Seller has not documented the fulfillment of the agreement concluded as part of the Transaction, despite having received the request to do so from Allegro.pl and has not given a response within 3 days from the request, with Saturdays, Sundays, and other public holidays being excluded from such response time. The fulfillment of the agreement concluded with the Buyer may be documented by the Seller in particular by sending to Allegro.pl a copy of the proof of the Goods shipment, and
- d. the Seller is subject to a temporary restriction or suspension of access to particular services provided on Allegro pursuant to paragraphs 2.12 and 8.4 of the Allegro Terms & Conditions (of which they are informed by Allegro.pl by separate correspondence).

### **Lifting of the settlement tool suspension**

5.23. The settlement tool suspension is lifted upon the expiry of the period for which the suspension was imposed. The settlement tool suspension may be lifted before the expiry of the period indicated in the previous sentence if the circumstances being the basis for applying the suspension cease to exist



earlier or if the verification process regarding the event triggering the suspension is completed successfully. PayU, through Allegro.pl, shall notify the User to their email address assigned to their Account of having lifted the settlement tool suspension.

## SECTION 6. PRIVACY AND CONFIDENTIALITY

### Rules of personal data protection for Users using PayU Service

6.1. Allegro.pl shall disclose personal data of Users, such as first name, last name, residence address, login, email address, and contact number, to the Payment Operator to make it possible for the Payment Operator to provide PayU Service and to fulfill its obligations provided for in applicable law.

6.2. Personal data disclosed to the Payment Operator shall be the data necessary to provide PayU Service and fulfill obligations related to the provision thereof (i.e. such data as first name, last name, street address, postal code, town/city, email address, contact number, payout account number). Moreover, PayU may obtain from Allegro information on Transactions, Offers, and User Account for purposes related to suspending the settlement tool and payout withholding, on the terms set out in Allegro Terms & Conditions and in the Terms & Conditions of PayU Service.

6.3. In the case of Users' personal data disclosed by Allegro.pl to the Payment Operator, apart from Allegro.pl., also the Payment Operator is the controller of such personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as "GDPR".

6.4. Users' personal data disclosed by Allegro.pl to the Payment Operator shall be processed pursuant to law, including, but not limited to, the GDPR, the Act on Providing Services by Electronic Means of 18 July 2002, and the Act.

6.5. The Payment Operator shall exercise due diligence when selecting and using appropriate technical and organizational measures ensuring the protection of processed data, including IT security measures (e.g. data encryption systems). The Payment Operator shall protect data against their disclosure to unauthorized persons as well as against other cases of their disclosure, loss, destruction, unauthorized modification, and illegal processing. The Payment Operator shall exercise permanent control over data processing and shall restrict access to data to the maximum possible extent, granting appropriate authorizations only when it is necessary to provide services in a proper manner.

6.6. The Payment Operator shall ensure that the Users whose personal data have been disclosed to it by Allegro.pl will be able to exercise their rights under the GDPR. The User has the right to access their data, the right to rectify data, the right to restrict their processing, the right to object to their processing, the right not to be subject to automated decision making, including profiling, the right to data portability and the right to erase data.





6.7. Personal data of the Users whose personal data have been disclosed by Allegro.pl to the Payment Operator may be made available:

- a) to entities authorized to receive such data under applicable law, including competent judicial authorities, in particular, as part of fulfilling the Payment Operator's obligations provided for in applicable laws and related to the provision of PayU Service by the Payment Operator;
- b) depending on the payment method selected by the User, such personal data may be made available to banks, payment institutions, lending institutions, payment card associations, payment schemes) in order to provide PayU Service;
- c) in addition, to entities that support the activities of PayU, i.e. IT infrastructure providers, providers of payment risk analysis tools;
- d) to Sellers to inform them about the status of the payment in PayU Service;
- e) to Allegro.pl to counter fraud on Allegro.

6.8. Due to the cooperation between the Payment Operator and Allegro.pl and the availability of PayU Service to Allegro Users, Allegro.pl shall have access to the information on PayU Service, in particular, the information made available in the Account.

6.9. For more information about the rules of processing Users' personal data by PayU, please refer to PayU's Privacy Policy available [here](#).

## SECTION 7. COMPLAINTS PROCEDURE

### Terms of accepting and handling complaints

7.1. The User may lodge a complaint if the services specified herein have not been performed or their performance is inconsistent with the provisions hereof.

7.2. A complaint may be lodged:

- a. in writing to the Payment Operator's address;
- b. in an electronic form using the contact form available on Allegro at <https://poland.payu.com/pomoc/>;
- c. by phone: + 48 628 45 05 (calls billed at the rates of the User's provider), from Monday to Friday from 8.00 a.m. to 8 p.m. CET.

7.3. In the case data or information specified in a complaint must be supplemented, before handling the complaint, the Payment Operator shall request the person lodging the complaint to supplement it to the indicated extent.

7.4. The Payment Operator shall handle a complaint within 14 days of its receipt. If handling a complaint requires cooperation between the Payment Operator and the bank which participated in payment processing, this time-limit may be extended by the period necessary to obtain relevant information from the bank, however, it may not exceed 35 working days after receiving the complaint. The Payment Operator shall inform the User about the extension of the handling period, indicating the reason for the delay, the circumstances to be clarified, and the deadline for the final response.

7.5. PayU shall give its response to a complaint in writing or electronically if the User has agreed to that.

7.6. The User shall cooperate with the Payment Operator to clarify any issues connected with complaints handled by payment card issuers, in particular, to provide all the necessary information about the Transaction under which the disputed payment has been made, and, upon each request of the Payment Operator, within 7 days from receiving such request, provide the Payment Operator with copies of documents relating to the Transaction under which the User received a card payment, including a copy of the confirmation of shipping the Goods ordered by the Buyer or the confirmation of the performance of the ordered service. The User shall retain such documents for the period of at least 24 months from the payment date.

7.7. The User may lodge a complaint with the authority supervising the Payment Operator concerning the Payment Operator's illegal actions.

7.8. If the User does not agree with the settlement of the complaint submitted by the Payment Operator, the User has the right to:

- a) request that the case be considered by the Financial Ombudsman;
- b) file a complaint against the PayU decision with the competent supervisory authority, which is the Polish Financial Supervision Authority (KNF);
- c) bring an action against the Payment Operator to a common court of general jurisdiction.

## SECTION 8. AMENDMENTS TO THE TERMS & CONDITIONS OF PAYU SERVICE

### Rules on amending Terms & Conditions of PayU Service

8.1. The Payment Operator shall notify the User of any amendments to the framework agreement included in these Terms & Conditions not later than 2 months prior to their proposed effective date. Such information shall be provided on the Allegro website in a manner that enables its recording and unchanged reproduction of the data stored or in a written (paper) form, upon the User's request submitted according to the procedure specified in paragraph 1.21.

8.2. If the User does not object to amendments to the framework agreement prior to their effective date by notifying the Payment Operator of the same, it shall be deemed that the User has agreed to such



amendments. If the User objects to amendments by writing to the Payment Operator's address but fails to terminate the framework agreement in the manner provided for in paragraph 9.3., the framework agreement shall expire on the day preceding directly the effective date of proposed amendments.

8.3. Prior to the proposed effective date of amendments, the User may terminate the framework agreement by sending a written declaration of termination to the Payment Operator's address. In such a case, the agreement shall be terminated with immediate effect, however, the provision of already initiated PayU Services for Users shall be ended under the terms provided in these Terms & Conditions.

## SECTION 9. MISCELLANEOUS PROVISIONS

### Opting out of PayU Service

9.1. Within 14 days from the conclusion of the agreement referred to in paragraphs 1.3. and 1.4, the User may withdraw from it without stating any reasons, by sending a relevant statement by email to [allegro@payu.pl](mailto:allegro@payu.pl) or by letter to PayU S.A. 60-166 Poznań, ul. Grunwaldzka 186. However, if PayU Service is used and completed before the end of this time limit, such payment shall not be refundable. The User acknowledges that PayU Service shall be performed at their request immediately upon concluding the agreement on the provision of this Service.

9.2. The User may terminate the agreement referred to in paragraphs 1.3. and 1.4 at any time by sending a relevant statement by email to [allegro@payu.pl](mailto:allegro@payu.pl) or by letter to PayU S.A. 60-166 Poznań, ul. Grunwaldzka 186.

### Allegro Buyer Protection Program

9.3. All Buyers who have made purchases on Allegro using PayU Service shall be protected under the Terms & Conditions of Allegro Buyer Protection Program available at <https://allegro.pl/regulamin/pl/artykul/appendix-no-9-3GrO8jgZquR>

### Reference to Allegro Terms & Conditions

9.4. In matters not governed herein and as regards defining any capitalized terms used herein, Allegro Terms & Conditions shall apply, unless specified otherwise herein.

### Governing law

9.5. The agreement between the User and Allegro.pl and the agreement between the User and the Payment Operator concerning services provided by the Payment Operator as part of PayU Service on terms set forth herein shall be governed by Polish law.

## Appendix No. 7B

# Terms & Conditions of Przelewy24 Service

### Section 1. TERMS & CONDITIONS OF SERVICE PROVISION

These Terms & Conditions provide for the terms and conditions of the provision of payment services within the meaning of the Act on Payment Services of 19 August 2011 (hereinafter referred to as "the Act") by PayPro S.A. to Users on Allegro. In particular, these Terms & Conditions provide for the rules for making payouts of funds booked in the settlement tool maintained for the Seller by the payment operator under the framework agreement on payment services within the meaning of the Act and the rules for making payments by Buyers for purchased Goods using Przelewy24 Service, which are single payment transactions as defined in the Act, and the rules for handling payments of sales commissions and fees by Users to Allegro.pl.

#### Information on Przelewy24 Service provider

1.1. The entity providing the payment service, hereinafter referred to in these Terms & Conditions as "Przelewy24 Service", to Users shall be PayPro S.A. with the registered office in Poznań at ul. Kanclerska 15, 60-327 Poznań, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań – Nowe Miasto and Wilda, 8th Commercial Division of the National Court Register under KRS no. 0000347935, share capital of PLN 4,500,000.00, paid in full, Tax Identification Number. (NIP): 7792369887, hereinafter referred to as "PayPro". During the provision of Przelewy24 Service, PayPro shall act as the provider of payment services within the meaning of the Act. PayPro may perform activities as part of Przelewy24 Service through an agent within the meaning of the Act, which is: DialCom24 sp. z o.o. with its registered office in Poznań (60-327) at ul. Kanclerska 15, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000306513, Tax Identification Number. (NIP): 781-17338-52, company statistical No. (REGON): 634509164. PayPro shall be supervised by the Polish Financial Supervision Authority. PayPro has been entered into the register of national payment institutions kept by the Polish Financial Supervision Authority under No. IP 24/2014. The principal place of business is the aforementioned registered office of PayPro S.A., mailing address: ul. Kanclerska 15, 60-327 Poznań; email address: serwis@przelewy24.pl.

#### Overview of major features of the Przelewy24 Service

1.2. Przelewy24 Service is a payment service within the meaning of the Act, which consists in:

a. making payouts of financial resources booked in the settlement tool maintained for the Seller as part of Przelewy24 Service and performing all actions necessary to maintain the settlement tool in which the Seller's payments and payouts will be booked;

b. performing payment transactions, including the transfer of funds from the Buyer to the Seller;

c. enabling the acceptance of payment instruments and the performance of payment transactions, initiated with the Buyer's payment instrument by the Seller or through it, involving, in particular, the handling of the acquiring process, sending the Buyer's or the Seller's payment orders to the issuer of the payment instrument or payment systems, in order to transfer to the Seller the funds due to them, except for activities consisting in its settlement and clearing in a payment system within the meaning of the Act of 24 August 2001 on Settlement Finality in Payment and Securities Settlement Systems and on the Principles of Supervising Such Systems.

1.2a. As Przelewy24 Service PayPro may also provide a payment service aimed at enabling Users to make payments of sales commission and fees to Allegro.pl for services provided by Allegro.pl on the Allegro website if Allegro.pl makes such functionality available. In such a case, however, this shall mean a payment service enabling the acceptance of payment instruments of Users who intend to pay such sales commissions or fees (hereinafter referred to as "Sales Commission Payers") and the performance of payment transactions initiated with the Sales Commission Payer's payment instrument via Allegro.pl, involving, in particular, the handling of the acquiring process, sending the Sales Commission Payer's payment orders to the issuer of the payment instrument or payment systems, in order to transfer to Allegro.pl the sales commissions and fees due to Allegro.pl, except for activities consisting in its settlement and clearing in a payment system within the meaning of the Act of 24 August 2001 on Settlement Finality in Payment and Securities Settlement Systems and on the Principles of Supervising Such Systems

1.3. The payment service referred to in paragraph 1.2. above shall be provided, for a specific payment transaction, on condition of the existence of a financial obligation resulting from an agreement concluded between Sellers and Buyers in a Transaction. Payment transactions related to Transactions in categories listed in Section 3 of Appendix No. 4 (Sales commissions) which are not subject to a success fee shall not be processed via Przelewy24 Service.

1.3a. The payment service referred to in paragraph 1.2a. above shall be provided for a specific payment transaction on condition of the existence of the User's financial obligation resulting from the Allegro Terms & Conditions.

1.4. Przelewy24 Service for Sellers that includes the payment service referred to in paragraph 1.2. shall be provided under a framework agreement within the meaning of the Act (hereinafter "the Framework Agreement"), the provisions of which have been presented herein. Any references herein to a settlement tool shall be understood as references to a tool maintained for the Seller by PayPro for the purpose of Przelewy24 Service, which shall be used solely to record payments from Buyers and payouts to the Seller.

1.5. PayPro shall complete payment orders of the Buyers referred to in Article 1.2. under an agreement on a single payment transaction within the meaning of the Act. Specific principles concerning the completion of payment orders of Buyers are provided for in Article 6 hereof.

1.5a. PayPro shall complete payment orders of the Sales Commission Payers referred to in paragraph 1.2a. under an agreement on a single payment transaction within the meaning of the Act. Specific principles concerning the completion of payment orders of Sales Commission Payers are provided for in paragraph 6a hereof.

1.6. The Framework Agreement between PayPro and the Seller shall be concluded upon the following conditions being met jointly: approval of the Terms & Conditions of Przelewy24 Service, (where such approval is given by accepting the Allegro Terms & Conditions) and, where such choice is possible, selection of the nature of the relation under the Framework Agreement, as described below in connection with the first configuration of the Allegro Account after the conclusion by the Seller with Allegro.pl of the agreement on the provision of services on Allegro on the terms provided for in the Allegro Terms & Conditions. If, in connection with the first configuration of the Allegro Account, no option to choose the relation nature is offered, the Framework Agreement shall be concluded upon the moment when the first of the aforesaid conditions is met.

1.6a. Once an Allegro Account is set up, with its first configuration, prior to listing the first offer, the Seller running a business shall choose the nature of the relation under the Framework Agreement (unless the case referred to in paragraph 1.6d or 1.6e occurs), i.e., whether the Framework Agreement is intended to be permanent from the very beginning or it is not intended to be permanent, as per the criteria specified by PayPro, which means that in the latter case the use of the payment services and making payment transactions will be only occasional. The above-mentioned choice of the relation nature made by the Seller as part of the Allegro Account configuration prior to listing the first Offer shall result in PayPro performing, as the case may be:

- a) "Full verification", i.e., the Identification and Verification procedure referred to in paragraph 3.5c (for a permanent relation), or
- b) "Simple verification", i.e., the Identification and Verification procedure referred to in paragraph 3.5a (for an occasional relation).

The relevant option is chosen when the User chooses the button with the word "Choose" or a similar one, and once it is clicked, the choice may not be changed. Buttons with the word "Next" or a similar one, which appear while making choice, do not determine the final relation choice, because after clicking on them and before clicking on the button with the word "Choose" or a similar one, the User may still return to the previous steps of the relation choice.

1.6b. The Seller who chose an occasional relation when concluding the Framework Agreement may, after the conclusion of the Framework Agreement and regardless of the further provisions, change the relation nature for permanent, which entails the need to complete the supplementary Identification and

Verification procedure referred to in paragraph 3.5d, unless this procedure has already been applied. The relation nature shall be changed with the use of the Account features, and the provisions of paragraph 1.6a regarding the labeling of the buttons used for the choice apply accordingly to such selection. Furthermore, the provision of information and documents required by the Operator as part of the supplementary procedure to the Operator by the Seller may take place also before the Seller expresses their intent to change the relation from occasional to permanent.

1.6c. The Seller who chose a permanent relation when concluding the Framework Agreement may not change the relation nature to occasional after the conclusion of the Framework Agreement. Furthermore, if the Seller previously changed the relation from occasional to permanent, they may not change it again to occasional relation.

1.6d. If the Seller sets up another Account on the Allegro Platform, the Seller shall have no option to specify the nature of the relation under the Framework Agreement and the relation shall have the same nature as a relation determined and existing for an Account or Accounts set up previously. If the buttons allowing to choose the relation are displayed again to the Seller when configuring another new Account, the Seller should choose the same relation as the one binding on them for the Accounts set up previously, and should the Seller choose a different relation, then:

a) if the previous relation is occasional, the choice of a permanent relation shall be deemed the change referred to in paragraph 1.6b with regard to all related Accounts referred to in paragraph 1.6e;

b) if the previous relation is permanent, the choice of an occasional relation shall be ineffective as per paragraph 1.6c, and the relation shall remain permanent.

1.6e. For a Seller with more than one Account on the Allegro Platform, the nature of the relation between the Seller and the Operator shall be the same for all the Accounts and related Framework Agreements. In case of change of the relation nature from occasional to permanent for one Account, the change shall apply to all the other Accounts and Framework Agreements.

1.6f. For specific categories of Sellers, during the first configuration of the Allegro Account and conclusion of the Framework Agreement, the option to choose the relation nature may be blocked, and in this case, the Seller must undergo the full Identification and Verification procedure and the relation shall be deemed permanent.

1.6g. Within the term of the Framework Agreement with an occasional nature, the Seller may occasionally use the payment services and in a fashion that does not show signs of permanence. In collaboration with Allegro, the Operator shall analyze the Seller's use of the payment services on a current basis to determine whether the relation nature has not changed from occasional to permanent. In particular, the Operator may change the relation status from occasional to permanent, where:

a) the quantity of payment transactions handled for the Seller, for all the Seller's Accounts, implies that the use of the payment services is not occasional; the Operator makes the assessment individually on a case-by-case basis in this regard;



b) the total value of payment transactions handled for the Seller, for all the Seller's Accounts, implies that the use of the payment services is not occasional; the Operator makes the assessment individually on a case-by-case basis in this regard;

c) other circumstances of using the payment services by the Seller, for any of the Seller's Accounts on the Platform and any of the Seller's Framework Agreements, imply that the relation nature is not occasional; the Operator makes the assessment individually on a case-by-case basis in this regard.

1.6h. If the Operator changes the relation status to permanent as the result of the analysis referred to in paragraph 1.6g, the Seller shall be notified thereof directly by the Operator or through Allegro, and:

a) until the end of the supplementary Identification and Verification procedure referred to in paragraph 3.5d, the Seller may not use the payment services within the extent of withdrawing funds paid by the Buyers after the change;

b) furthermore, if despite a request, the Seller fails to complete the supplementary Identification and Verification procedure within the time limit set by the Operator, the Operator may, after the lapse of the time limit, decide to suspend the Seller's option to use the payment services also within the extent of accepting funds from the Buyers.

1.6i. The Seller may not question the Operator's assessment regarding the change of the relation status referred to above, as the change entails specific obligations of the Operator resulting from the provisions of the Act on Counteracting Money Laundering and Terrorist Financing.

1.6j. For the purpose of the above provisions, the Accounts on the Platform kept for the same Seller shall be deemed to be the Accounts for which the Seller's details imply that the payment services provided under the Framework Agreement are going to be provided to the same entity or the same entity is the beneficiary of the withdrawals linked to such Accounts. This is the case, in particular, where several tax identification numbers (NIP) or several numbers of the accounts referred to in paragraph 5.3 linked to such Accounts are identical.

1.7. The Terms & Conditions of Przelewy24 Service shall be approved by expressing consent in the forms made available to Users on Allegro.

1.8. The text of these Terms & Conditions, including the Framework Agreement, shall be available at <https://allegro.pl/terms/attachment/7b> in a manner that enables its recording and unchanged reproduction of the data stored.

1.9. By accepting these Terms & Conditions, a User agrees that the information contained herein may be posted on the aforementioned website before the conclusion of the Framework Agreement, thus constituting a draft Framework Agreement made available to each User. The text of the Framework Agreement shall be available on the website throughout its entire term, and this is the way in which it shall be available to Users.



1.10. The access to all features of Przelewy24 Service by the Seller who has concluded the Framework Agreement, in particular, the possibility of using the settlement tool, shall depend on the positive outcome of the relevant User Identification and Verification procedure referred to in Section 3 prior to the performance of the first payment transaction, including the making of a verification bank transfer for the purposes of the Identification and Verification process. Until the conditions of using all features of Przelewy24 Service are satisfied, PayPro under the Framework Agreement concluded with the Seller shall grant access only to the feature of conditional acceptance by the Seller of payments from Buyers in the Offers for which Allegro.pl will make available the "Raty Od.Nowa revolving credit " service, the "Allegro Pay Later" (Allegro Zapłać Później) deferred payments service and Allegro Pay service. The funds paid in this manner shall be made available and payouts to the Seller only after the aforementioned conditions of access to all features of Przelewy24 Service are satisfied. In the case when these conditions are not met by the Seller within the time limit specified in the terms and conditions of the "Raty Od.Nowa revolving credit " service and in the terms and conditions of the "Allegro Pay Later" (Allegro Zapłać Później) service or Allegro Pay, these funds shall be refunded to the Buyer, for which the Seller grants their consent by concluding the Framework Agreement with PayPro.

1.11. The Framework Agreement on the provision of Przelewy24 Service for Sellers shall be concluded for an indefinite period, however, not longer than the term of the agreement referred to in paragraph 2.5. of Allegro Terms & Conditions. Termination of the agreement with Allegro.pl referred to in paragraph 2.5. of Allegro Terms & Conditions shall also result in the termination of the Framework Agreement concluded with PayPro.

1.12. Users shall not be required to open a bank account to be able to use Przelewy24 Service, and any transactions performed as part of Przelewy24 Service shall not be considered bank operations as defined in the Banking Law. Funds booked in the settlement tool maintained by PayPro for the Seller shall not bear interest.

1.13 As part of Przelewy24 Service, it is possible to transfer (payout), upon the Seller's instruction, funds booked in the settlement tool maintained by PayPro for the Seller by bank transfer to the bank account or the account maintained for the Seller in a different payment institution specified by the Seller, referred to in paragraph 5.3.

1.14. To provide Przelewy24 Service, PayPro shall use services offered by specialized financial institutions chosen with due diligence.

1.15. Przelewy24 Service can be provided to Users who have equipment enabling them to access the Internet, including software to browse through online resources, and an account maintained by a bank or a financial institution with its registered office in one of the European Union Member States or in a country respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

1.16. In the case of any references herein to a time limit expressed in working days, “working day” shall mean any day from Monday to Friday, except for public holidays.

1.17. Any financial transactions relating to Przelewy24 Service shall be made in the Polish currency or in a different currency supported by PayPro.

1.18. Przelewy24 Service shall be used to make payments, particularly payments of Buyers’ financial obligations towards Sellers resulting directly from agreements concluded in Transactions, and to make payouts of funds resulting from concluded Transactions to Sellers pursuant to Section 5 and may also be used to pay fees and sales commissions to Allegro.pl referred to in paragraph 1.2a.

1.19. Each payment transaction performed as part of Przelewy24 Service shall be assigned a unique payment number, hereinafter referred to as “Payment Identifier”.

### **Przelewy24 Service progress statuses**

1.20. Information on the status of Przelewy24 Service and information required to identify payment transactions performed for the Seller and payouts ordered in the manner referred to in Section 5 and the payment of fees and sales commissions to Allegro.pl referred to in paragraph 1.2a. shall be available in the User’s Account on Allegro and also sent by PayPro through Allegro.pl acting upon the order of PayPro to the email address provided by the User. The aforementioned information shall be made available in a manner that enables the User to store and reproduce such information in an unchanged form. When accepting these Terms & Conditions, the User agrees to the method of providing information on payment transactions as described above.

### **Unauthorized payment transactions**

1.21. To prevent any unauthorized payment transactions, the Seller must not disclose their Account access data (login, password) to any third parties, as such data make it possible to use the Account’s functionalities, including the placement of orders to payout funds booked in the settlement tool maintained as part of Przelewy24 Service.

1.22. The Seller shall immediately report to PayPro any loss or unauthorized use of their identification data enabling the placement of a payment order. Such reports should be made in the manner referred to in paragraphs 1.23. and 1.24. within 13 months from the day on of making unauthorized or unduly performed payment transactions or from the day on which the transaction was to be performed. If the Seller fails to make the report within the aforementioned time limit, the Seller’s claims against PayPro concerning unauthorized, not performed, or improperly performed payment services shall expire.

### **Contact with PayPro**

1.23. PayPro shall communicate with Users in the Polish language. This language shall be used to draft all the documents establishing relations between Users and PayPro.

1.24. Any User's correspondence addressed to PayPro must be sent in the written form to PayPro's address or electronically at [allegrosupport@allegro.pl](mailto:allegrosupport@allegro.pl), except for complaints and statements on withdrawal from and termination of the agreement, for which the communications means and form have been described separately in these Terms & Conditions. Any correspondence should contain at least the User's name on Allegro and a description of the issue. Electronic correspondence, as a rule, shall be via the email address assigned to a given User's Account.

1.25. Upon the User's request submitted in the manner referred to in paragraph 1.24., these Terms & Conditions shall be provided by PayPro and Allegro.pl in written form or on other durable medium and, upon the User's request and with their consent, by email.

### **Costs of using Przelewy24 Service**

1.26. The User shall not pay to PayPro any fees for using Przelewy24 Service, except for fees for completing separate payout orders in a special form specified in paragraphs 5.6. and 5.7. Remuneration due to PayPro for the provision of Przelewy24 Service on Allegro shall be settled pursuant to a separate agreement concluded between Allegro.pl and PayPro. The User shall bear fees related to the provision of Przelewy24 Service pursuant to agreements concluded by the User with payment service providers (a bank or an acquirer) and shall bear the costs of the online transmission of data related to the use of Przelewy24 Service.

1.27. The Seller shall have constant access in their Account on Allegro to the electronic statement of transactions for the Seller related to Przelewy24 Service; however, after the period of 60 days, the Seller may access the data in an electronic form only upon a written request submitted to PayPro, subject to paragraph 4.3.

## **SECTION 2. PAYPRO'S LIABILITY**

### **Liability for non-performance or undue performance of a payment transaction**

2.1. If a payment transaction is initiated by the User (acting as a payee, i.e. as the party placing a payment order), PayPro shall be liable to the User for non-performance or undue performance of the payment transaction, unless:

- a. the User has failed to notify PayPro of any unauthorized, not performed, or unduly performed payment transactions as part of Przelewy24 Service within the time-limit specified in paragraph 1.22;
- b. the Payment Identifier provided by the User is incorrect;
- c. the failure to perform or undue performance of payment as part of Przelewy24 Service is due to force majeure only;

d. the failure to perform or undue performance of payment as part of Przelewy24 Service results from other legal regulations;

e. PayPro proves that the User's provider received the payout order in paper form and the delay in the performance of the payout order did not exceed one working day.

2.2. In the case of PayPro's liability referred to in paragraph 2.1., PayPro shall promptly reimburse the User the amount of the non-performed, or unduly performed payment transaction.

2.3. If the payment account of Pay Pro being the Seller's provider has been credited pursuant to Article 54 of the Act, PayPro shall be liable to the Seller for nonperformance or undue performance of a payment transaction. In such a case, PayPro shall immediately make available to the Seller the amount of the payment transaction by booking it in the settlement tool and making it possible to make the payout referred to in Section 5 or shall book the appropriate amount in order to bring the balance of funds booked in the Seller's settlement tool to the state that would have existed if non-performance or undue performance of the payment transaction had not occurred.

#### **Liability for the correct transfer of a payment order**

2.4. If the Buyer's payout order is initiated by or through the Seller, subject to Article 44(2), Article 143(2), and Article 149 of the Act, PayPro (being the Seller's provider) shall be liable to the Seller for the correct transfer of the payout order to the Buyer's payment service provider pursuant to Article 56 of the Act. If PayPro is liable according to the preceding sentence, it shall immediately transfer the payout order again to the Buyer's provider.

2.5. In the case of a non-performed or unduly performed payment transaction for which PayPro is not liable under paragraph 2.4 above, the liability to the Buyer shall be borne by their payment service provider. In such a case, the provisions of Article 144(2) of the Act shall apply.

2.5a. The provisions of paragraphs 2.4 and 2.5 shall apply accordingly when the Sales Commission Payer's payout order is initiated via Allegro.pl.

#### **Reimbursement of the amount of an unauthorized payment transaction**

2.6. Subject to Article 44(2) of the Act, in the case of an unauthorized payment transaction, the Buyer's payment service provider referred to in paragraph 6.5 (i.e. the provider of the payment service for the Buyer's payment instrument used in connection with the ordering of a single payment transaction for the Seller), shall immediately — however, not later than until the end of the working day following the day on which the unauthorized transaction which debited the payer's account is confirmed, or following the day of receiving the relevant notice—reimburse to the Buyer the amount of the unauthorized payment transaction, except for the case of the existence of justified and duly evidenced grounds to suspect fraud, which shall be notified in writing to the prosecution agencies, and, if the Buyer uses a



payment account, bring the debited payment account to the state that would have existed if the unauthorized payment transaction had not occurred.

2.7. The Buyer shall be liable for unauthorized payment transactions up to the equivalent in the Polish currency of EUR 150 determined at the average exchange rate announced by the National Bank of Poland applicable on the transaction date if an unauthorized transaction results from:

- a. the use of a payment instrument lost by the Buyer or stolen from the Buyer, or
- b. the misappropriation of the Buyer's payment instrument.

Except for the cases when:

- c. the Buyer was unable to identify the loss, theft, or misappropriation of the payment instrument prior to the

making of the payment transaction (unless they acted intentionally) or

- d. the loss of the payment instrument prior to the payment transaction was caused by the act or omission by an employee, agent, or branch of the payer's provider or the entity providing to them technical services supporting

the provision of payment services referred to in Article 6(10) of the Act.

2.8. The Buyer shall be held liable for unauthorized payment transactions in their full amounts if the Buyer has caused them intentionally or as a result of the violation of at least one of the obligations referred to in Article 42 of the Act, where such violation is intentional or results from gross negligence.

However, if:

- a. the Buyer's provider does not require any strong user authentication, the Buyer shall not be held liable for

unauthorized payment transactions unless they acted intentionally;

- b. PayPro, as the Seller's provider under the Framework Agreement, does not accept strong user authentication, PayPro shall be held liable for damages incurred by the payee's provider.

2.9. The Buyer shall not be held liable for unauthorized payment transactions after notifying their payment service provider referred to in paragraph 6.5 or an entity indicated by such provider of the loss, theft, misappropriation, or unauthorized use of a payment instrument or unauthorized access to this instrument unless the payer has caused the unauthorized transaction intentionally.

2.10. If the Buyer's payment service provider referred to in paragraph 6.5 fails to provide appropriate means to enable the Buyer to make the notification referred to in paragraph 2.9 at any time, the Buyer shall not be held liable for unauthorized payment transactions unless the Buyer has caused an unauthorized transaction intentionally.

2.10a. The provisions of paragraphs 2.6 to 2.10 as applicable to the Buyer and their payment service provider shall apply accordingly to the Sales Commission Payer and their payment service provider.

### **PayPro's actions**

2.11. In the situation when PayPro acts as the payer's provider, that is when pursuant to an agreement on a single payment transaction with the Buyer's payment service provider or pursuant to the Framework Agreement with the payment service provider, it makes a payout initiated by the Seller (acting as the payee for the payout order), PayPro, irrespective of the liability under paragraph 144(1) of the Act, upon the payer's request, shall take immediate measures to track the payment transaction and shall notify the payer of their result, where such activities are free of charge for the payer.

2.12. In the situation when PayPro acts as the payee's provider, that is when pursuant to the Framework Agreement, it is the operator of a payment transaction initiated by or through the Seller other than the one referred to in paragraph 2.11, irrespective of the liability held under Article 145(1) and (3) of the Act, PayPro, upon the Seller's request, shall take immediate efforts to track the payment transaction and shall notify the Seller of their result, where such activities are free of charge for the payee.

2.13. PayPro's liability held under Article 144 and Article 145 of the Act shall also cover fees and interest charged to the User as a result of non-performance or undue, including delayed, performance of a payment transaction by PayPro.

2.14. Pursuant to Articles 47 and 48 of the Act, PayPro shall not be held liable to the Seller for the reimbursement to the Buyer of the amount of an authorized payment transaction initiated by or through the Seller, which has already been carried out, if, at the time of the authorization, the exact amount of the payment transaction has not been specified and the amount of the payment transaction is higher than the amount that the Buyer could have expected, taking into account the type and value of the Buyer's previous transactions, the provisions of the framework agreement with the Buyer's payment service provider referred to in paragraph 6.5 and relevant circumstances. PayPro shall bear this liability to the Buyer in the event when PayPro is the Buyer's payment service provider. In this case, the Buyer may request the reimbursement of the amount of an authorized payment transaction from their provider in the full amount of the completed payment transaction.

2.15. In the case referred to in paragraph 2.14., the Buyer may request the reimbursement of the amount of an authorized payment transaction from their payment service provider within 8 weeks from the date of debiting the payment account and, if the Buyer does not use any payment account, from the date of performing the payment transaction. The Buyer's provider should reimburse the full amount of

the payment transaction within 10 working days from the receipt of the reimbursement request, or provide reasons for the refusal to make the reimbursement, indicating the authorities to which the Buyer may make a complaint if they disagree with the presented justification.

2.16. PayPro shall not be held liable for any delays in transferring due funds to the payment account or address indicated by the Seller under the rules specified in Section 4 due to the failure to provide data or due to the provision of inaccurate or incomplete data by the Seller, which renders it impossible to make a bank transfer or postal order.

2.17. PayPro shall not be a party to the agreement between the Buyer and Sellers and shall not be held liable for the undue performance or failure to perform any agreements entered into by Users, except for actions related to Przelewy24 Service. In particular, PayPro shall not be held liable for Sellers' ability to conclude and perform agreements on the sale of goods or services on Allegro, or for Buyers' solvency.

2.18. PayPro shall not be held liable for any failure to make or delay in making a payout of funds to the Seller's payment account referred to in paragraph 5.3 due to reasons arising after the submitting by PayPro of a transfer order to a bank or payment institution.

2.19. PayPro, to the extent to which it performs acts as part of Przelewy24 Service via the agent, referred to in paragraph 1.1. above, shall be liable for the agent as for its own actions and omissions.

2.19a. The provisions of paragraphs 2.11 to 2.19 shall apply accordingly to the payment service referred to in paragraph 1.2a., which means that in these provisions applied accordingly, the Buyer shall be replaced by the Sales Commission Payer and the Seller (as the payee) shall be replaced by Allegro.pl (as the payee of sales commission and fee payments).

## SECTION 3. IDENTIFICATION AND VERIFICATION PROCEDURE

### Verification procedure

3.1. The User acknowledges that due to the conclusion of the Framework Agreement concerning Przelewy24 Service and during its provision, PayPro shall carry out the qualification of financial credibility pursuant to Article 10 of the Act, the assessment of the risk of money laundering and terrorist financing, as well as PayPro shall implement security measures required by law, and consequently may vary the principles of payment processing due to, or make certain terms of service provision dependent on, the risk group to which the Seller has been assigned, as well as on whether the relation with the Seller is of permanent or occasional nature. PayPro shall analyze the risk of processing payments on the basis of data available when providing Przelewy24 Service. In justified cases, PayPro shall reserve the right to deny processing a certain payment, particularly if PayPro reasonably suspects that the transaction paid for or the payment itself may be illegal.



3.2. If the Seller's Account on the Allegro website has been blocked or actions referred to in paragraphs 2.12 or 8.2. of Allegro Terms & Conditions have been taken, the provision of Przelewy24 Service shall be suspended. In addition, PayPro may block a settlement tool in the following circumstances:

- a. the Seller's use of Przelewy24 Service to violate or circumvent the law, the principles of fair dealing or these Terms & Conditions;
- b. unauthorized use of Przelewy24 Service by the Seller or a third party acting in concert or with the Seller's expressed or implied consent;
- c. invalid or incorrect data necessary to process a payment order;
- d. as a result of a notice or decision of a competent authority;
- e. suspicion of money laundering. In such a case, PayPro shall notify the General Financial Information Inspector (GIIF) and then proceed as per GIIF's instructions;
- f. offering by the Seller, in Transactions subject to Przelewy24 Service, forbidden or restricted Goods without meeting the required conditions referred to in Appendix 1 to Allegro Terms & Conditions.

3.3. The User acknowledges that payment instruments (in particular the payment card) applied to use Przelewy24 Service may be used by:

- a. a holder of a payment instrument (including, but not limited to, a payment card), i.e. a natural person, a legal person or other entity, which, under an electronic payment instrument agreement, performs transactions specified in such agreement on their own behalf and for their own account, and
- b. a payment card user, i.e. a natural person authorized by the card holder to perform, on behalf of and for the holder, transactions specified in the agreement, whose identification data are stated on the payment card.

3.4. All confirmed law violations related thereto shall be reported to competent law enforcement authorities. Information containing the description of measures that the User should take to securely store the payment instrument should be provided to the User by their payment service provider which makes this payment instrument available to the User.

3.5. The Seller shall undergo the identification and verification process referred to in the Act on Counteracting Money Laundering and Terrorist Financing, hereinafter referred to as "User Identification and Verification". This paragraph and the requirement to make a verification money transfer described in paragraph 3.5b(a)(ii) shall apply accordingly to a change of the payment account referred to in paragraph 5.3. by the Seller.

3.5a. The User Identification and Verification procedure may be:

- a) simple,



- b) complete,
- c) supplementary,
- d) additional.

3.5b. The simple procedure (also referred to as the Simple Verification):

a) involves the following:

- i) Allegro.pl providing PayPro with the basic details referred to in paragraph 7.1., and
- ii) making a verification transfer, which means that the Seller should transfer the amount of PLN 1.01 from the Seller's payment account referred to in paragraph 5.3. to the payment account specified by PayPro. This amount shall be reimbursed in full by PayPro to the Seller's payment account from which it was transferred; in substantiated cases, PayPro may allow the User to make a payment to the payment account specified by PayPro in a different currency; in this case, the amount transferred shall be reimbursed to the User upon the User's explicit request submitted as per paragraph 8.2.;

b) applies to Sellers making Framework Agreements of occasional nature;

3.5c. The complete procedure (also referred to as the Full Verification):

a) involves the following:

- i) the measures referred to in paragraph 3.5b(a), and
- ii) an extended User Identification and Verification carried out by applying a procedure provided for in law, which enables PayPro to request the Seller to provide other required identification and verification data for this purpose;

b) applies to all Sellers, except for those to whom the simple procedure applies.

3.5d. The supplementary procedure:

a) involves the following:

- i) the measures referred to in paragraph 3.5c.(a)(ii);

b) applies:

- i) to payment transactions made as part of providing payment services for the Sellers to whom only the simple procedure has been applied, where financial security measures must be applied in connection with such an occasional transaction, pursuant to the provisions of the Act on Counteracting Money Laundering and Terrorist Financing; and/or

ii) where the nature of the relation between the Seller and the Operator changes from occasional to permanent.

3.5e. The additional procedure:

a) involves the following:

i) additional measures of User Identification and Verification not performed previously under the full or supplementary procedure which the Operator could undertake as per paragraph 3.5c(a)(ii); and/or

ii) the User Identification and Verification measures under the complete procedure being retaken;

b) applies where:

i) the Operator finds it necessary to carry them out in connection with specific circumstances of providing the payment services; and/or

ii) the Operator finds it necessary to carry them out in connection with periodic updates and verification of the data collected before.

3.6. The User shall comply with applicable provisions of law, this Framework Agreement, Allegro Terms & Conditions, and the principles set out by respective payment card associations.

## SECTION 4. PRZELEWY24 SERVICE FOR SELLERS SUBJECT TO THE FRAMEWORK AGREEMENT

### **Specific terms of the provision of Przelewy24 Service for Sellers under the Framework Agreement**

4.1. When providing Przelewy24 Service to the Seller under the Framework Agreement, PayPro shall maintain a settlement tool for the Seller and, upon the Seller's order, shall initiate a transfer of funds accrued in its payment account and booked in the settlement tool to the bank account or another account maintained for the Seller in a different payment institution indicated by the Seller referred to in paragraph 5.3 or shall initiate the payout of the funds by postal order under the terms provided for in paragraph 5.7. As part of such Przelewy24 Service, PayPro shall receive and book in the Seller settlement tool payments made by Buyers in connection with Transactions concluded on Allegro.

4.2. In addition, Przelewy24 Service referred to in paragraph 4 enables Sellers to:

a. access the history of credited payments made by Buyers;

b. refund amounts paid by the Buyer—only on condition of the availability and booking in the Seller's settlement tool of sufficient funds to perform such reimbursement instruction.



4.2a. Under the Framework Agreement, the service referred to in paragraph 1.2a. shall not be provided to the Seller, even if the Seller is a Sales Commission Payer

4.3. The Seller who has filled in the configuration form on Allegro pages correctly and in full shall have access to the electronic statement of payment transactions for a period longer than the one indicated in paragraph 1.26, however, not longer than 12 months from their making, but must generate such statements by themselves. After the 12-month period, the Seller may obtain the aforementioned data in an electronic form only upon a written request submitted to PayPro.

4.4. The Seller may at any time acknowledge the Buyer's complaint and order PayPro to reimburse the payment received. Unless specific provisions provide for otherwise, in particular, the provisions of the Act and the provisions on counteracting money laundering and terrorist financing, PayPro shall refund to the Buyer the amount specified by the Seller, subject to the following:

a. such refund order shall be accepted for performance only if the balance of funds available and booked in the Seller's settlement tool is positive and the funds are sufficient to make the refund;

b. PayPro has the Buyer's data which makes it possible to make a refund; if PayPro does not have all the Buyer's data required to make the refund, it may request the Seller to provide such data under the pain of refusing to make the refund.

4.5. PayPro shall make available to the Seller the amount of a received payment transaction by booking it in the settlement tool promptly upon crediting the account of PayPro with the amount, provided that the payout of this amount made available is made on the terms set out in Section 5.

## SECTION 5. TERMS OF PAYOUTS

### General terms of payouts

5.1. As part of Przelewy24 Service, PayPro shall make available to the Seller a system understood as a set of procedures, infrastructure, relations with intermediary institutions organized by PayPro, enabling the Buyer to make payments to the Seller and the Seller to payout the funds booked in their settlement tool to a payment account maintained by a bank or to an account maintained for the Seller in a different payment institution.

### The time the payout order is received by the Payment Operator

5.2. PayPro shall payout funds booked in the Seller's settlement tool not later than until the end of the next working day following the day when PayPro receives a payout order from the Seller. A payout order shall be deemed received:

a. when PayPro receives an order placed by the Seller — in the case payouts on-demand the Seller may not withdraw the payout on demand order after it has been received by PayPro;

b. at the beginning of the day indicated by the Seller in the configuration form—in the case of automatic payouts, the Seller may withdraw their order of recurring payout not later than until the end of the working day preceding the payout date indicated by the Seller recurring payout order.

If PayPro receives the payout order on a day that is not a working day for PayPro, such an order shall be deemed to have been received on the first working day after that day.

### **Scope of information necessary to make a payout**

5.3. In order to make the payout referred to in Section 5, the Seller should fill in the configuration form available on Allegro pages. When filling in the configuration form, the Seller shall provide the following data: Ask the Seller, address (company name for Business Account), email address, contact number, the IBAN bank account number (for numbers commencing with a prefix other than PL — including the correct SWIFT code) or the account identifier for accounts maintained on behalf of the Seller in another payment institution, to which funds booked in the settlement tool maintained by PayPro are to be transferred. As part of the extended Identification and Verification process for the User referred to in paragraphs 3.5.-3.5e. PayPro may also request other data concerning the Seller. The above Seller's data should comply with the data of the holder of the payment account or, respectively, the holder of the account maintained with a different payment institution, from which a payment related to the Seller Identification and Verification will be made. In the case of Junior Account, it is possible to provide in the aforementioned form the data of a legal guardian of the Account User.

5.4. The payout referred to in Section 5 shall produce legal effects if correct credentials (login and password) have been entered when configuring a bank account or an account in a different payment institution into the Seller's Account.

5.4a. In the cases specified in legal regulations and/or herein, the Operator may refrain from accepting or carrying out the Seller's withdrawal instructions.

### **Frequency of payouts**

5.5. As part of the functionality referred to in paragraph 5.1., the Seller may order a payout:

a. to a bank account in the IBAN format with the PL prefix and to an account maintained for the Seller in a different payment institution holding settlement accounts in the IBAN format with the PL prefix:

i. as a one-time payout (payout on demand);

ii. as a recurring payout (automatic payouts): when placing an order for automatic payouts, the Seller defines the frequency thereof, selecting a daily, weekly, or monthly payout schedule, and indicating the day of the week of order execution (from Monday to Friday). An automatic payout can be processed if the amount in the settlement tool is at least PLN 20 on the day indicated in the automatic payout order.

b. to a bank account in the IBAN format with a prefix other than PL and to an account maintained for the Seller in a different payment institution holding settlement accounts in the IBAN format with a prefix other than PL:

i. as a recurring payout (automatic payouts): such an order shall be accepted for processing on the first day of the month for amounts below the equivalent of PLN 100, and on the first day and fourteenth day of the month for amounts higher than the PLN 100 (if the 1st or the 14th day of the month is Saturday or Sunday or a public holiday, the payout order shall be processed on the next working day). Such an order shall also be accepted for processing on any day if the amount in the settlement tool is at least equivalent to PLN 4,000.

### **Non-standard payouts**

5.6. Notwithstanding the rule set out in paragraph 5.1., PayPro, The Seller may place a separate order of payout as defined in sub-paragraph 5.5(b) at the time different than indicated above, upon agreeing first with PayPro the fee for such an order to be paid by the Seller.

5.7. Notwithstanding the rule set out in paragraph 5.1., PayPro, upon the Seller's special order, shall make an automatic payout of funds booked in the settlement tool by postal order on condition that the amount of such funds does not exceed PLN 800. Such orders shall be accepted and processed on the first day of the month. If the first day of the month is Saturday or Sunday or a public holiday, the payout order shall be processed on the next working day. The Seller may place a separate order of payout by postal order at the time different than indicated above, upon agreeing first with PayPro the fees for such an order to be paid by the Seller.

5.8. A payout by the Seller of funds booked in the settlement tool accounts referred to in sub-paragraph 5.5(b) and paragraph 5.6 shall be conditional upon:

a. the Seller's bank providing the possibility of settling payouts in a currency made available by PayPro and, if such bank does not settle payments in a currency made available by PayPro, PayPro shall not be able to payout the funds until the Seller changes the account to an account in a bank that settles transactions in a currency supported by PayPro; and

b. the account referred to in sub-paragraph 5.5(b) and paragraph 5.6 being maintained by a bank or a payment institution with its registered office in one of the European Union Member States or in a country respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

5.9. If PayPro charges fees referred to in paragraphs 5.6. and 5.7., the information containing the statement of such fees shall be available in the Seller's Account. The provisions of paragraph 1.26 shall apply accordingly to such a statement of fees.

### **Payout Withholding cases**

5.10. PayPro, in cases specified in paragraphs 8.9. and 8.10. or 5.10–5.12 of the Allegro Terms & Conditions, may temporarily withhold the payout of the funds booked in the settlement tool maintained for the Sellers operating in the form of a Business Account and Regular Account on Allegro (“Payout Withholding”) who meet the following criteria:

a. They have been qualified by Allegro.pl to the group of the Sellers whose Transactions in the form of a Business Account involve a higher risk level (i.e. for which there is a higher probability that Buyers would request the payment of compensations under the Buyer Protection Program in accordance with the provisions of Appendix No. 9 of the Allegro Terms & Conditions) on the basis of the qualification procedure carried out in accordance with the criteria provided for in paragraph 5.11 below or

b. They 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 and outside the United Kingdom of Great Britain and Northern Ireland. Payout Withholding shall be carried out by PayPro at the order of and on the basis of the information provided by Allegro.pl and shall apply to all Business Accounts of a given Seller.

c. They post Offers in categories referred to in paragraph 5.9 of the Allegro Terms & Conditions in the form of a Business Account or Regular Account.

d. use the logistic service provided by Allegro.pl pursuant to “Fulfillment Service Terms & Conditions”, exclusively with respect to the “Technical Account” within the meaning of the above-mentioned Terms & Conditions,

e. they have received an agreement withdrawal notice from the Buyer in the cases listed in 5.12.b of Allegro Terms & Conditions, as long as the Buyer made the payment through Przelewy24 Service, and PayPro is notified about such rescission; in such case, the Payout Withholding involves blocking the amount corresponding to the amount related to the Transaction covered by such withdrawal;

f. they have received a refund request (in relation to a complaint about the purchased Goods) from the Buyer in the cases listed in 5.12.c of Allegro Terms & Conditions, as long as the Buyer made the payment through Przelewy24 Service, and PayPro is notified about such request; in such case, the Payout Withholding involves blocking the amount corresponding to the amount specified in such refund request.

5.10a. Payout Withholding is a mechanism applied individually to each Transaction. It does not limit the functionality of the settlement tool. Even where a Seller is subject to the Payout Withholding mechanism, payouts are executed regularly, in compliance with the rules set out in the Terms & Conditions, with funds from respective Transactions paid out with a delay resulting from this paragraph 5.

### **Payout Withholding criteria**

5.11. Payout Withholding in the cases referred to in 5.10 a)–d) relates to the Seller’s Accounts in the form of a Business Account, in which the turnover for all of them jointly from Offers in the “Smartphones and mobile phones” category exceeded PLN 600,000 (say: 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. Moreover, it is taken into account whether a given Seller, jointly in all their Business Accounts and regardless of the type of the category in which they make sales, has met 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 for Payout Withholding 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. in the period of 60 days immediately preceding Payout Withholding, pursuant to paragraphs 2.13 and 8.4 of the Allegro Terms & Conditions, the Seller's access to particular services provided on Allegro was restricted temporarily or Allegro.pl suspended, for a definite or indefinite time, one, several or all Accounts of the Seller on Allegro;
- d. the Seller's average rating on the date of the qualification for Payout Withholding is below 4.900 (four and nine tenths).

### **Description of the Payout Withholding qualification procedure**

5.12. The qualification of Sellers' Accounts for Payout Withholding in the cases referred to in subparagraphs 5.10 a)–d) shall be made on each first Wednesday of the month; however, if this day is a public holiday, the qualification shall be made on the next working day. Subsequent qualifications of a given Seller who has already been qualified to the group of the Sellers whose Transactions involve a higher risk level shall be made in three-month intervals, counting each time from the date of the previous qualification for Payout Withholding, until the moment when, in the subsequent qualification process, it is determined that the Seller no longer meets the Payout Withholding criteria. Being qualified again for the Payout Withholding has no effect on how long it will be applied to respective Transactions. This period is fixed, one-off, and described in paragraph 5.13.

### **Payout Withholding period**

5.13. Payout Withholding may be applied for the following period:

- a. in the case of the Sellers qualified to the group of the Sellers referred to in paragraph 8.9.a of the Allegro Terms & Conditions—maximally for the period which is the sum of the delivery time resulting from an Offer and additional 7 calendar days, where this period may not exceed 45 days in total counted from the date of booking the funds in the Seller's settlement tool; the delivery time indicated in an Offer shall mean the sum of the shipment time counted in working days and the longest shipment time counted in working days specified in the "Delivery and payment" tab. If a Transaction covers more than



one Offer of the Seller, the Payout Withholding period shall be counted according to the longest delivery time;

b. in the case of the Sellers referred in paragraph 8.9.b of the Allegro Terms & Conditions, i.e. the Sellers with the registered office, registered business, or actual place of business outside the European Economic Area and outside the United Kingdom of Great Britain and Northern Ireland, regardless of their potential qualification to the group referred to in a) above— until the date of delivery of the package to the Buyer plus 7 days (if Allegro receives the delivery status on the basis of the shipping list provided by the Seller), yet for a maximum up to 45 days from the date of booking the funds in the Seller's settlement tool, where, in justified cases, this period may be reduced.

c. in the case of the Sellers referred to in sub-paragraph 8.9(c) of the Allegro Terms & Conditions, i.e. Sellers posting Offers in categories specified in paragraph 5.9 of the Allegro Terms & Conditions — maximally for the period which is the sum of the delivery time resulting from Offers of such Sellers and additional 7 calendar days for Business Account and 14 calendar days for Regular Account, where this period may not exceed 45 days in total counted from the date of booking the funds in the Seller's settlement tool. The delivery time indicated in Offers shall mean the time counted in working days specified in the Seller's Offer in the "Delivery and payment" tab. If a Transaction covers more than one Offer of the Seller, the period indicated in the preceding sentence shall be counted according to the longest delivery time.

d. for Sellers using the logistic service provided by Allegro.pl pursuant to "Fulfillment Service Terms & Conditions" – until the parcel is sent (Goods shipped) or until the order is canceled in its entirety or partially by the Buyer. However, for the maximum period of 5 calendar days.

a. for Sellers that have received an agreement withdrawal notice from the Buyer in the cases listed in 5.12.b of Allegro Terms & Conditions:

- from the moment when PayPro is notified about the dispatch of the return package by the Buyer that has submitted a given withdrawal notice;

- until PayPro is provided with one of the requests referred to in paragraph 5.14b sub-paragraphs a) and b), or an automatic refund is made, as referred to in paragraph 5.14b sub-paragraph c).

f. in the cases listed in 5.12.c of Allegro Terms & Conditions – for Sellers that have received a refund request (in relation to a complaint about the purchased Goods) from the Buyer:

- from the moment when PayPro is notified about the dispatch of the return package by the Buyer that has submitted a given refund request;

- until PayPro is provided with one of the requests referred to in 5.14b sub-paragraphs a) and b), or an automatic refund is made, as referred to in paragraph 5.14b sub-paragraph c).

5.14. PayPro may at the Buyer's request reimburse to the Buyer the funds obtained from a Transaction subject to Payout Withholding, having met all the following conditions:



a. The Buyer has notified Allegro.pl of missing delivery of the Goods in the Transaction of the Seller whose Account is subject to Payout Withholding, and

b. The Seller has not documented the fact of the fulfillment of the agreement concluded as part of the Transaction within 24 hours from the receipt of the relevant request from Allegro.pl, with Saturdays, Sundays, and other public holidays being excluded from such period (the fact may be documented, in particular, by sending to Allegro.pl a copy of the proof of the Goods' dispatch) and

c. The Seller is subject to a temporary restriction or suspension of the access to particular services provided on Allegro pursuant to paragraphs 2.12 and 8.4 of the Allegro Terms & Conditions.

5.14a. The Seller subject to the Payout Withholding referred to in sub-paragraph 5.10(d) authorizes the Payment Operator to refund funds from the Transaction subject to the Payout Withholding where the Buyer has canceled all or part of the Transaction using the tools available in Allegro, up to the canceled amount.

5.14b. In case of Payout Withholding under 5.10 sub-paragraphs e) or f):

a. following such Withholding, the Seller may submit a return instruction within the deadlines specified in sub-paragraph c) below, concerning:

- all funds from the Transaction to which withdrawal applies – in such case, the funds covered by the Payout Withholding will be used in total for the purposes of such return;

- all or some funds from the Transaction covered by a refund request (in relation to a complaint), depending on whether the complaint is accepted in total or in part – in such case, the funds covered by the Payout Withholding will be used for the purposes of such refund; in case the complaint is accepted in part, the amount left after the refund is made will no longer be covered by the Payout Withholding; failure to specify that the complaint has been accepted in part only shall mean that it will be regarded as accepted in total;

b. instead of submitting the instruction referred to in sub-paragraph a), the Seller may (within the same deadlines) file an instruction revoking the Payout Withholding in case it does not intend to return the funds to the Buyer in relation to withdrawal or in case the complaint is dismissed;

c. if within 2 days — subject to the possibility of extending the time limit in accordance with the second sentence of this paragraph - from the date when PayPro is provided with information that the Seller has received the return package from the Buyer, the Seller does not submit the instruction referred to in sub-paragraph a) above, or the instruction referred to in sub-paragraph b) above, PayPro shall be entitled – after the expiration of those deadlines – to make an automatic return of the amount corresponding to the entire value of the Transaction to which the Payout Withholding is related. The time limit of 2 days shall be the default time limit, which may be changed by the Seller at any time in Account settings, but which can be extended to up to 7 days (in the case of refund related to withdrawal) or 14 days (in the case of refund related to a complaint). The extension of the time limit shall be effective only with respect to the future Payout Withholdings that occur after this change and shall not cover the



currently present Payout Withholdings to which the current time limit of waiting for the Seller's instruction referred to in the first sentence applies. The Seller hereby submits such instruction for an automatic return and authorizes PayPro to execute it.

### **Paying the fees due to Allegro.pl under the Framework Agreement and eCommerce Vat**

5.15. The Seller who can already use all functionalities of Przelewy24 Service under the Framework Agreement pursuant to paragraph 1.10 and who conducts activity as part of a Business Account as an entity whose registered office, registered business, or actual place of business is outside the European Economic Area and outside the United Kingdom of Great Britain and Northern Ireland, by accepting the Allegro Terms & Conditions, shall authorize Allegro.pl to submit to PayPro the order to pay from the funds booked in the Seller's settlement tool any fees and sales commissions due to Allegro.pl for the use of Allegro referred to in Appendix No. 4 of the Allegro Terms & Conditions as soon as possible after the occurrence of the event resulting in the charge of the aforementioned fees and sales commissions. The charged amount shall each time correspond to the current amounts due to Allegro.pl indicated in the Account and the Seller may not claim reimbursement of such amount within the meaning of Articles 47 and 48 of the Act on Payment Services. If the Seller withdraws the authorization referred to in the preceding sentence, re-authorization shall be granted exclusively via electronic mail and not through re-acceptance of the Allegro Terms & Conditions which would be carried out after the withdrawal of the authorization. The authorization shall be granted by the Seller on condition that Allegro.pl makes available the feature of collecting fees for using Allegro directly from the payment account maintained by PayPro.

5.16. A Seller whose Allegro Transactions are subject to eCommerce VAT authorizes Allegro.pl to order the Payment Operator to pay from the funds booked in the Seller's settlement tool any amounts due for Transactions qualified as subject to eCommerce VAT treatment by Allegro.pl, within the shortest time frame possible, following a relevant tax-triggering event. The charged amount shall each time correspond to the current eCommerce VAT amounts due. The Seller may not claim a refund in that respect within the meaning of Articles 47 and 48 of the Act on Payment Services of 19 August 2011. If the Seller withdraws the authorization referred to in the preceding sentence, re-authorization shall be granted exclusively through re-acceptance of this Appendix and of the Allegro Terms & Conditions.

### **Settlement tool suspension by PayPro**

5.17. To ensure the security of the settlement tool as well as to secure the interests of Users and PayPro and prevent fraud, where suspicion arises of unauthorized use of the settlement tool or a wilful execution of unauthorized payment transaction, PayPro may suspend the settlement tool made available to a User as part of the Account

### **Criteria applied when suspending the settlement tool**

5.18. The settlement tool is suspended when PayPro has a reasonable suspicion or information on Account or Transaction security being compromised, especially with respect to:

- a. funds collected from transactions which violate the rules set out in Allegro Terms & Conditions or Terms & Conditions of PayPro Service, or give rise to a reasonable suspicion of a violation of applicable anti-money laundering laws in force, using payment methods, especially credit services;
- b. sales fraud combined with identity theft;
- c. the User entering a business relationship with a person who violates the rules set out in Allegro Terms & Conditions or Terms & Conditions of PayPro Service, or conducts transactions which give rise to a reasonable suspicion of a violation of applicable anti-money laundering laws in force;
- d. the account being taken over by an unauthorized third party.

Description of the procedure for qualifying a given event as a basis for applying the suspension

5.19. The information on the settlement tool suspension made available as part of the Account is provided by PayPro to the User through Allegro.pl to the email address indicated in accordance with the provisions of paragraph 2 of the Allegro Terms & Conditions. The information sent to the Seller includes the basis for applying the suspension, the minimum period for which the suspension will be applied, and information on the possibility to submit explanations in connection with the suspension applied.

### **The suspension duration**

5.20. The settlement tool is suspended for a period indicated in the information sent to the User. However, not to exceed 45 days. The above-mentioned period may be extended for a definite period if PayPro needs to perform additional checkups or investigations. The suspension may also be extended in connection with actions taken by public administration authorities or law enforcement authorities due to acts undertaken by these authorities. PayPro shall communicate each change of settlement tool suspension period through Allegro.pl to the User to the email address assigned to the Account.

5.21. When the Seller is subject to a settlement tool suspension, the Payment Operator may, upon obtaining the necessary information from Allegro and at the Buyer's request, refund the funds obtained from the Transaction to the Buyer, provided that all of the following conditions are met:

- a. a given Transaction has not been qualified as suspicious or required to be otherwise reported or withheld pursuant to anti-money laundering and terrorist financing regulations and
- b. the Buyer has notified Allegro.pl of missing delivery of the Goods in the Transaction and
- c. The Seller has not documented the fulfillment of the agreement concluded as part of the Transaction, despite having received the request to do so from Allegro.pl and has not given a response within 3 days from the request, with Saturdays, Sundays, and other public holidays being excluded from such



response time. The fulfillment of the agreement concluded with the Buyer may be documented by the Seller in particular by sending to Allegro.pl a copy of the proof of the Goods shipment, and

d. the Seller is subject to a temporary restriction or suspension of access to particular services provided on Allegro pursuant to paragraphs 2.12 and 8.4 of the Allegro Terms & Conditions (of which they are informed by Allegro.pl by separate correspondence).

### **Lifting of the settlement tool suspension**

5.22. The settlement tool suspension is lifted upon the expiry of the period for which the suspension was imposed. The settlement tool suspension may be lifted before the expiry of the period indicated in the previous sentence if the circumstances being the basis for applying the suspension cease to exist earlier or if the verification process regarding the event triggering the suspension is completed successfully. PayPro, through Allegro.pl, shall notify the User to their email address assigned to their Account of having lifted the settlement tool suspension.

## **SECTION 6. PRZELEWY24 SERVICE — SPECIAL TERMS CONCERNING SINGLE PAYMENT TRANSACTIONS FOR BUYERS**

### **Payments for purchased Goods by Buyers**

6.1. This Article provides for specific terms of processing by PayPro payment transactions for the Seller made by Buyers. To the extent not specifically provided for in this Article, the remaining provisions hereof shall apply. These Terms & Conditions constitute a template agreement on a single payment transaction as defined in the Act.

6.2. An agreement on a single payment transaction concluded with Buyers shall take effect upon the Buyer's selection on Allegro of Przelewy24 Service and the confirmation of the will to use it on the terms provided for herein.

6.3. Payment as defined in this Section shall mean a payment made by the Buyer to the Seller via PayPro to satisfy the payment obligation resulting from a Transaction between the Buyer and the Seller, which is a single payment transaction as defined in the Act.

6.4. As part of Przelewy24 Service, PayPro shall not maintain any payment account or settlement tool for the Buyer.

6.5. The Buyer, as a payer must have a payment instrument for which the payment service provider is different from PayPro. In particular, the Buyer's provider may be a bank.

6.6. As the Buyer's payout order concerning a payment transaction is transmitted by a payment instrument covered by the framework agreement with the Buyer's provider referred to in paragraph



6.5., PayPro shall not be obliged to provide or make available information which the Buyer has received or should receive under the framework agreement concerning the payment instrument used.

6.7. To make payments to Sellers using Przelewy24 Service, the Buyer should provide the following data: their first name, last name, street address, postal code, city/town, email address, contact number. In justified cases, PayPro shall be authorized to request other data from the Buyer necessary for the payment risk assessment, relevant to the purposes for which they are requested, except for the data referred to in Article 9(1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, the free movement of such data, and repealing Directive 95/46/EC, hereinafter referred to as "GDPR".

6.8. PayPro shall provide Przelewy24 Service pursuant to the payout order received from the Buyer, which may be placed upon accepting the Allegro Terms & Conditions, these Terms & Conditions of Przelewy24 Service, and upon providing data specified in paragraph 6.7 above. Such a payout order can be submitted by clicking the action box made available on Allegro indicating the intention to submit and authorize such an order. Notwithstanding the foregoing, the Buyer shall authorize the payment with their provider referred to in paragraph 6.5. in accordance with the terms of use of the payment instrument used to make the payment.

6.9. A payout order shall be deemed received by PayPro on the day of crediting PayPro's bank account with the amount of the payment. If PayPro receives a payout order on the day which is not a working day, the payout order shall be deemed received on the first working day following that date.

6.10. PayPro must credit the payment account of PayPro being the payee's (the Seller's) provider, and then book the transaction in the settlement tool, with the amount of a payment transaction initiated by the Buyer no later than until the end of the next working day following the date of the receipt of the respective payment order.

6.11. The Buyer shall be informed about the payment made by an electronic notice sent to the email address provided by the Buyer, which will make it possible to record the data contained therein. Upon accepting these Terms & Conditions, the Buyer agrees to the method of providing information on individual payment transactions as described above.

6.12. As part of a single payment transaction, the Buyer shall not pay to PayPro any fees for the use of Przelewy24 Service on Allegro

## SECTION 6a. PRZELEWY24 SERVICE — SPECIAL TERMS CONCERNING SINGLE PAYMENT TRANSACTIONS FOR SALES COMMISSION PAYERS

### **Payments of sales commissions and fees to Allegro.pl by Sales Commission Payers**

6a.1. This Section provides specific rules for handling payment transactions by PayPro which are made by Sales Commission Payers to Allegro.pl. To the extent not specifically provided for in this Section, the



remaining provisions hereof shall apply, and in particular, the provisions hereof applicable to Buyers related to payments initiated by them shall apply to Sales Commission Payers, with such a difference, however, that in this case, the payee of such a payment is not the Seller, but Allegro.pl. These Terms & Conditions constitute a template agreement on a single payment transaction as defined in the Act.

6a.2. An agreement on a single payment transaction concluded with the Sales Commission Payer shall take effect upon the Sales Commission Payer's selection on Allegro of Przelewy24 Service and the confirmation of the will to use it on the terms provided for herein, i.e. in connection with the initiation of the payment of a sales commission or a fee to Allegro.pl.

6a.3. Payment, as defined in this Section, shall mean a payment of a sales commission or a fee made by the Sales Commission Payer to Allegro.pl via PayPro to satisfy the User's payment obligation due to the use of Allegro, which is a single payment transaction as defined in the Act.

6a.4. As part of Przelewy24 Service, PayPro shall not maintain any payment account or settlement tool for the Sales Commission Payer.

6a.5. The Sales Commission Payer, as a payee, must have a payment instrument for which the payment service provider is different from PayPro. In particular, the Sales Commission Payer's provider may be a bank.

6a.6. As the Sales Commission Payee's payout order concerning a payment transaction is transmitted by a payment instrument covered by the Framework Agreement with the Sales Commission Payer's provider referred to in paragraph 6a.5., PayPro shall not be obliged to provide or make available information which the Sales Commission Payer has received or should receive under the Framework Agreement concerning the payment instrument used.

6a.7. To make payments to Allegro.pl using Przelewy24 Service, the Sales Commission Payer should provide the following data: their first name, last name, street address, postal code, city/town, email address, contact number. In justified cases, PayPro shall be authorized to request other data from the Sales Commission Payer necessary for the payment risk assessment, relevant to the purpose for which they are requested, except for the data referred to in Article 9(1) of the GDPR.

6a.8. PayPro shall provide Przelewy24 Service pursuant to the payout order received from the Sales Commission Payer, which may be placed upon accepting the Allegro Terms & Conditions, these Terms & Conditions of Przelewy24 Service, and upon providing data specified in paragraph 6a.7 above. Such a payout order can be submitted by clicking the action box made available on Allegro indicating the intention to submit and authorize such an order. Notwithstanding the foregoing, the Sales Commission Payer shall authorize the payment with their provider referred to in paragraph 6a.5. in accordance with the terms of use of the payment instrument used to make the payment.



6a.9. A payout order shall be deemed received by PayPro on the day of crediting PayPro's bank account with the amount of the payment. If PayPro receives a payout order on the day which is not a working day, the payout order shall be deemed received on the first working day following that date.

6a.10. PayPro must credit the payment account of PayPro being the recipient's (Allegro.pl's) provider, and then book the transaction in the settlement tool, with the amount of a payment transaction initiated by the Sales Commission Payer not later than until the end of the next working day following the date of the receipt of the respective payment order.

6a.11. The Sales Commission Payer shall be informed about the payment made by an electronic notice sent to the email address provided by the Sales Commission Payer, which will make it possible to record the data contained therein. Upon accepting these Terms & Conditions, the Sales Commission Payer agrees to the method of providing information on individual payment transactions as described above.

6a.12. As part of a single payment transaction, the Sales Commission Payer shall not pay to PayPro any fees for the use of Przelewy24 Service on Allegro

## SECTION 7. PRIVACY AND CONFIDENTIALITY

### **Rules of personal data protection for Users using Przelewy24 Service**

7.1. Allegro.pl shall disclose to PayPro personal data of Users, such as the User's first name, last name, residence address, email address, contact number, login, and for Sellers also the tax identification number (NIP) and the National Court Register number (KRS) (if applicable) and other data referred to in paragraph 5.3. and paragraph 6.7., to make it possible for PayPro to provide Przelewy24 Service and to fulfill its obligations provided for in applicable law, including, but not limited to, regulations on counteracting money laundering and terrorist financing.

7.2. Personal data disclosed to PayPro shall be the data necessary to provide Przelewy24 Service and fulfill obligations related to the provision thereof (including, but not limited to, such data as first name, last name, street address, postal code, town/city, email address, contact number).

7.3. In the case of Users' personal data disclosed by Allegro.pl to PayPro, apart from Allegro.pl., also PayPro is the controller of such personal data within the meaning of the GDPR.

7.4. Users' personal data disclosed by Allegro.pl to PayPro shall be processed pursuant to law, including, but not limited to, the GDPR, the Act on Providing Services by Electronic Means of 18 July 2002, and the Act.

7.5. PayPro shall exercise due diligence when selecting and using appropriate technical and organizational measures ensuring the protection of processed data, including IT security measures (e.g. data encryption systems). PayPro shall protect data against their disclosure to unauthorized persons as well as against other cases of their disclosure, loss, destruction, unauthorized modification, and illegal

processing. PayPro shall exercise permanent control over data processing and shall restrict access to data to the maximum possible extent, granting appropriate authorizations only when it is necessary to provide services in a proper manner.

7.6. PayPro shall ensure that the Users whose personal data have been disclosed to it by Allegro.pl will be able to exercise their rights under the GDPR, including the right to request the controller to grant the User access to their data, the right to rectify them, the right to erase them or restrict their processing, the right to object to their processing, the right to data portability, the right not to be subject to automated decision-making, including profiling, and, in the case of data processed based on consent, the right to withdraw consent under the terms provided for in the aforementioned Regulation.

7.7. Personal data of the Users whose personal data have been disclosed by Allegro.pl to PayPro may be made available:

- a. to entities authorized to receive such data under applicable law, including competent judicial authorities, in particular, as part of fulfilling PayPro's obligations provided for in applicable laws and related to the provision of Przelewy24 Service by PayPro;
- b. depending on the payment method selected by the User, such personal data may be made available to banks, payment institutions, lending institutions, payment card associations, payment schemes) in order to provide Przelewy24 Service;
- c. to the extent and for the time necessary to provide or process Przelewy24 Service and in relation to the service — to third parties, including entities that, upon PayPro's order, perform acts related to the provision of Przelewy24 Service or which participate in (and benefit from) Przelewy24 Service;
- d. to payment recipients (Sellers in the case of the service to the extent described in paragraph 1.2 or Allegro.pl in the case of the service to the extent described in sub-paragraph 1.2a.) to inform them about the status of the payment in Przelewy24 Service;
- e. to Allegro.pl to counter fraud on Allegro related to payment services.

7.8. Due to the cooperation between PayPro and Allegro.pl in connection with the availability and provision of Przelewy24 Service on Allegro for Users, Allegro.pl shall have access to information about Przelewy24 Service, in particular, the information made available in the Account. On the other hand, as Allegro.pl entrusts the performance of certain User service activities, also in connection with the Przelewy24 Service, to third-party entities, also such entities to be used by Allegro.pl, when they are first approved by PayPro, shall have access to information about the Przelewy24 Service. Therefore, by accepting these Terms & Conditions, the User expresses their electronic consent to the disclosure of such information by PayPro to Allegro.pl (and also to the entities to be used by Allegro.pl for the aforementioned purpose), thus releasing PayPro from the obligation to observe professional secrecy referred to in the Act related to the provision of payment services in relation to Allegro.pl and the entities to be used by Allegro.pl. Due to the terms of the provision of Przelewy24 Service on Allegro, the



withdrawal of the aforementioned consent shall be tantamount to the termination of the Framework Agreement with immediate effect.

7.9. Specific information on the processing of Users' personal data by PayPro, including the obligations and rights related to their acquisition and further processing, is available in the notice published at <https://przelewy24.pl/eng/data-protection-regulation-gdpr-allegro>.

## SECTION 8. COMPLAINTS PROCEDURE

### Terms of accepting and handling complaints

8.1. The User may lodge a complaint if the services specified herein have not been performed or their performance is inconsistent with the provisions hereof.

8.2. A complaint may be lodged:

a. in writing by letter sent to PayPro's mailing address referred to in paragraph 1.1. or directly in this unit;

b. verbally by calling +48616429344 (calls billed at the rates of the User's provider), or in-person against a report during the User's visit to PayPro's registered office and in PayPro business units providing customer service in the unit referred to in item (a) above;

c. electronically by email to [serwis@przelewy24.pl](mailto:serwis@przelewy24.pl) or by filling in the electronic form available at <http://przelewy24.pl/kontakt/reklamacja>.

8.3. A complaint lodged with PayPro should contain at least the following information: payment number, payment amount, payment title, payment date, email address as well as other data that can facilitate the complaint handling process, in particular, the first and last name of the holder of the payment instrument used for the payment, bank name, bank account number, name and number of the payment card as well as the reason for the complaint, identification of entities participating in the Transaction and a detailed description of the event subject to the complaint.

8.4. In the case data or information specified in a complaint must be supplemented, before handling the complaint, PayPro shall request the person lodging the complaint to supplement it to the indicated extent.

8.5. PayPro shall handle a complaint without undue delay, however, within a maximum of 15 working days from the date of its receipt. The deadline will be deemed complied with if a response is sent before its expiry date. In particularly complicated cases in which a complaint cannot be handled and a response to it cannot be given within the aforementioned time-limit, especially when, to handle the complaint, PayPro must cooperate with a bank or other intermediary institution which cooperated with it in the payment processing process, this time-limit may be extended, however, it may not exceed 35 working

days after receiving the complaint. PayPro shall inform the User about the extension of the complaint handling period, indicating the reason for the delay, the circumstances to be clarified, and the expected time of handling and responding to a complaint, which, however, may not exceed 35 working days after receiving the complaint.

8.6. A response to a complaint shall be given by PayPro in a paper form or using a different durable medium. A response to a complaint may be sent by email, provided that the User has made a request to deliver the response in an electronic form. By providing their email address in the complaint, the User requests PayPro to respond to the complaint in an electronic form to that email address and agrees to be given a response this way. However, at the explicit request of the complaining party, on condition that they provide the necessary personal and contact details, the payment operator shall give its response to the complaint in writing or by means of a different durable medium, in which case, to meet the deadline for complaint handling, it is sufficient to send the letter by registered mail.

8.7. The User shall cooperate with PayPro to clarify any issues connected with complaints handled by payment card issuers, in particular, to provide all the necessary information about the Transaction under which the disputed payment has been made, and, upon each request of PayPro, within 7 days from receiving such request, provide PayPro with copies of documents relating to the Transaction under which the User received a card payment, including a copy of the confirmation of shipping the Goods ordered by the Buyer or the confirmation of the performance of the ordered service. The User shall retain such documents for the period of at least 24 months from the payment date.

8.8. The User may lodge a complaint with the authority supervising PayPro concerning PayPro's illegal actions.

8.9. PayPro shall not be the addressee of and shall not handle:

- a. complaints related to the improper performance by the Seller of an obligation towards the Buyer related to the Transaction concluded between them;
- b. complaints related to the improper performance by Allegro.pl of obligations towards Sellers or Buyers related to the use of Allegro, unless they are related also to Przelewy24 Service.

8.10. When the complaints procedure has been exhausted, a dispute between the User and PayPro may be ended in out-of-court proceedings concerning the resolution of disputes between a customer and a financial market entity carried out upon the complaining party's request:

- a. by the Financial Ombudsman, in accordance with Article 4 of the Act of 5 August 2015 on Handling Complaints by Financial Market Entities and on the Financial Ombudsman, or
- b. by an arbitration court at the Polish Financial Supervision Authority.

8.11. The proceeding referred to in paragraph 8.10 above may also be initiated through the ODR platform referred to in Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR), if the Financial Ombudsman and/or the arbitration court at the Polish Financial Supervision Authority is/are registered in this platform as ADR entities. The ODR platform is available at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>

8.12. The complaining party may also file a lawsuit with a common court competent to examine the case, which is, in general, the common court having jurisdiction over the respondent's registered office, thus, in the case of an action brought against the payment operator, the court is the District Court in Poznań – Grunwald and Jeżyce, in Poznań. In this case, the respondent should be the payment operator whose data have been specified in detail in paragraph 1.1. of the Terms & Conditions.

## SECTION 9. RULES ON AMENDING TERMS & CONDITIONS OF PRZELEWY24 SERVICE

### Rules on amending Terms & Conditions of Przelewy24 Service

9.1. PayPro reserves the right to amend these Terms & Conditions if any of the following important reasons occur:

- a. Issuing, by a common court or a governmental body, a judgment or decision imposing an obligation to amend the Terms & Conditions or justifying the need to make such amendments;
- b. Amendments to legal regulations related to PayPro's activities, resulting in the need to amend the Terms & Conditions in order to adapt them to the applicable law;
- c. Raising the level of Users' security or the level of the protection of Users' personal data by PayPro;
- d. Improving the functionalities offered by PayPro referred to in paragraph 5.1., adding a new functionality or removing certain functionalities when providing services;
- e. Expanding the scope of Przelewy24 Service with new features thereof;
- f. Adding new payment methods offered to Users as part of Przelewy24 Service if, due to the introduction of a new payment method, these Terms & Conditions must be amended accordingly;
- g. Amendments to the agreement concluded between PayPro and Allegro.pl under which PayPro provides Przelewy24 Service to Users;
- h. Amendments to Allegro Terms & Conditions resulting in the necessity of amending these Terms & Conditions to comply with the principles applicable to Users on Allegro.

9.2. PayPro shall notify the User of any amendments to these Terms & Conditions and thus shall inform the Seller about amendments to the Framework Agreement concluded on their basis, not later than 2 months prior to their proposed effective date. Such information shall be provided to Users on the Allegro website in a manner that enables its recording and unchanged reproduction of the data stored. The information may be provided to Sellers also in a paper form or on another durable medium and, upon the User's request submitted in the manner referred to in paragraph 1.24., by email. If the Seller does not object to amendments to the Framework Agreement prior to their effective date by notifying PayPro of the same, it shall be deemed that the Seller has agreed to such amendments. If the Seller objects to amendments by writing to PayPro's address but fails to terminate the Framework Agreement in the manner provided for in paragraph 9.3., the Framework Agreement shall expire on the day preceding directly the effective date of proposed amendments.

9.3. Prior to the proposed effective date of amendments, the Seller may terminate the Framework Agreement by sending a written declaration of the termination of the Framework Agreement to PayPro's address. In such a case, the agreement shall be terminated with immediate effect, however, the provision of already initiated Przelewy24 Services for Users shall be ended under the terms provided for herein.

## SECTION 10. MISCELLANEOUS PROVISIONS

### Opting out of Przelewy24 Service

10.1. Within 14 days from the conclusion of the Framework Agreement under these Terms & Conditions, the Seller may withdraw from it without stating any reasons, by sending a relevant statement in an electronic form to the email address indicated in paragraph 1.1 or by letter to PayPro's mailing address indicated in paragraph 1.1. However, if Przelewy24 Service is used and completed before the end of this time limit, such payment shall not be refundable. The User acknowledges that Przelewy24 Service shall be performed at their request immediately upon concluding the agreement on the provision of this Service. Draft withdrawal statements shall be filled accordingly to the form of Appendix No. 8 to Allegro Terms & Conditions.

10.2. The Seller may terminate the Framework Agreement at any time by sending a relevant statement in an electronic form to PayPro's email address indicated in paragraph 1.1 or by letter to the following address: PayPro S.A., ul. Kanclerska 15, 60-327 Poznań.

10.3. PayPro may terminate the Framework Agreement at any time with immediate effect in the case of any violation of these Terms & Conditions, by sending a relevant statement in an electronic form to the User's email address or by letter to the address provided by the User.

### Reference to Allegro Terms & Conditions

10.4. In matters not governed herein and as regards defining any capitalized terms used herein, Allegro Terms & Conditions shall apply, unless specified otherwise herein.

## Governing law

10.5. The agreement between a User and Allegro.pl and the agreement between a User and PayPro concerning services provided by PayPro as part of Przelewy24 Service on terms set forth herein shall be governed by Polish law.

## Transitional Provisions

10.6. Due to the changes referred to in paragraph 10.7. which introduce, among others, provisions on a permanent or occasional relation, it is hereby agreed that the relations existing to date under Framework Agreements made before the publication date of the changes referred to in paragraph 10.7., i.e., before January 4, 2022, shall be upon the entry into force of the changes pursuant to paragraph 10.7(b) treated as:

a) occasional – only where the Seller, despite having concluded one or more Framework Agreements, has not completed the Identification and Verification procedure with regard to any of such Agreements until the date of entry into force of the changes (i.e., March 4, 2022) and no payment transaction has been made for the Seller with regard to any of such Agreements;

b) permanent – in all other cases.

10.7. The provisions of paragraphs 1.6, 1.6a-1.6j, 1.10, 3.1, 3.5, 3.5a-3.5e, 5.3, 5.4a, 5.14b(c) and 7.1 in the new wording presented above in these Terms & Conditions shall apply:

a) as of their publication date, i.e., as of January 4, 2022 – to new Framework Agreements concluded after the publication of the changes;

b) as of March 4, 2022, i.e., after the lapse of the period referred to in paragraph 9.2 above – to previous Framework Agreements concluded before the publication of the changes; Until this time the changed provisions shall remain in the wording presented in paragraph 10.8. below.

10.8. The previous wording of the changed paragraphs referred to in paragraph 10.7.:

a) paragraph 1.6: The Framework Agreement between PayPro and the Seller shall be concluded upon approval of the Terms & Conditions of Przelewy24 Service, where such approval is given by accepting the Allegro Terms & Conditions in connection with the conclusion by the Seller with Allegro.pl of the agreement on the provision of services on Allegro on the terms provided for in the Allegro Terms & Conditions.

b) paragraph 1.10: The access to all features of Przelewy24 Service by the Seller who has concluded the Framework Agreement, in particular, the possibility of using the settlement tool, shall depend on the positive outcome of the User Identification and Verification procedure referred to in Section 3 prior to the performance of the first payment transaction, including the making of a verification bank transfer for the purposes of the Identification and Verification process. Until the conditions of using all features of Przelewy24 Service are satisfied, PayPro under the Framework Agreement concluded with the Seller

shall grant access only to the feature of conditional acceptance by the Seller of payments from Buyers in the Offers for which Allegro.pl will make available the "Raty Od.Nowa revolving credit " service, the "Allegro Pay Later" (Allegro Zapłać Później) deferred payments service and Allegro Pay service. The funds paid in this manner shall be made available and payouts to the Seller only after the aforementioned conditions of access to all features of Przelewy24 Service are satisfied. In the case when these conditions are not met by the Seller within the time limit specified in the terms and conditions of the "Raty Od.Nowa revolving credit " service and in the terms and conditions of the "Allegro Pay Later" (Allegro Zapłać Później) service or Allegro Pay, these funds shall be refunded to the Buyer, for which the Seller grants their consent by concluding the Framework Agreement with PayPro.

c) paragraph 3.1: The User acknowledges that due to the conclusion of the Framework Agreement concerning Przelewy24 Service and during its provision, PayPro shall carry out the qualification of financial credibility pursuant to Article 10 of the Act, the assessment of the risk of money laundering and terrorist financing, as well as PayPro shall implement security measures required by law, and consequently may vary the principles of payment processing due to, or make certain terms of service provision dependent on, the risk group to which the Seller has been assigned. PayPro shall analyze the risk of processing payments on the basis of data available when providing Przelewy24 Service. In justified cases, PayPro shall reserve the right to deny processing a certain payment, particularly if PayPro reasonably suspects that the transaction paid for or the payment itself may be illegal.

d) paragraph 3.5: The Seller shall undergo the identification and verification process referred to in the Act on Counteracting Money Laundering and Terrorist Financing, hereinafter referred to as "User Identification and Verification". For this purpose, Allegro.pl shall provide PayPro with basic data referred to in paragraph 7.1. and the Seller should transfer to the payment account indicated by PayPro the amount of PLN 1.01 from the Seller's payment account referred to in paragraph 5.3. This amount shall be reimbursed in full by PayPro to the Seller's payment account from which it was transferred. PayPro may also carry out an extended User Identification and Verification process applying a procedure provided for in law, which enables PayPro to request the Seller, for this purpose, to provide other required identification and verification data. This paragraph shall apply accordingly to a change of the payment account referred to in paragraph 5.3. by the Seller.

e) paragraph 5.3: In order to make the payout referred to in Section 5, the Seller should fill in the configuration form available on Allegro pages. When filling in the configuration form, the Seller shall provide the following data: Ask the Seller, address (company name for Business Account), email address, contact number, the IBAN bank account number (for numbers commencing with a prefix other than PL — including the correct SWIFT code) or the account identifier for accounts maintained on behalf of the Seller in another payment institution, to which funds booked in the settlement tool maintained by PayPro are to be transferred. As part of the extended Identification and Verification process for the User referred to in paragraph 3.5., PayPro may also request other data concerning the Seller. The above Seller's data should comply with the data of the holder of the payment account or, respectively, the holder of the account maintained with a different payment institution, from which a payment related to the Seller Identification and Verification will be made. In the case of Junior Account, it is possible to provide in the aforementioned form the data of a legal guardian of the Account User.

f) paragraph 5.14b. (c).: if, within:

- up to 7 days – for Transactions covered by withdrawal; or
- up to 14 days – for Transactions covered by a refund request related to a complaint,

if within 2 days — subject to the possibility of extending the time limit in accordance with the second sentence of this paragraph — from the date when PayPro is provided with information that the Seller has received the return package from the Buyer, the Seller does not submit the instruction referred to in sub-paragraph a) above, or the instruction referred to in sub-paragraph b) above, PayPro shall be entitled – after the expiration of those deadlines – to make an automatic return of the amount corresponding to the entire value of the Transaction to which the Payout Withholding is related.

g) paragraph 7.1: Allegro.pl shall disclose to PayPro personal data of Users, such as the User's first name, last name, residence address, email address, contact number, login, and other data referred to in paragraph 5.3. and paragraph 6.7., to make it possible for PayPro to provide Przelewy24 Service and to fulfill its obligations provided for in applicable law, including, but not limited to, regulations on counteracting money laundering and terrorist financing.



## Appendix No. 7C

### Allegro Finance Terms & Conditions

#### SECTION 1. GENERAL CONDITIONS FOR PROVIDING SERVICES

These Terms & Conditions stipulate the terms of the provision of payment services within the meaning of the Act on Payment Services of 19 August 2011 (hereinafter: "the Act") by Allegro Finance sp. z o.o. to Users of the Allegro website who are Sellers with their registered offices in Poland and operate within the framework of a Business Account. In particular, these Terms & Conditions stipulate the rules for the payout of funds originating from payments made by Carriers in connection with the provision of the Services referred to in Appendix No. 16 to the Allegro Terms & Conditions.

Capitalized terms not defined in these Terms & Conditions have the meaning assigned to them in the Allegro Terms & Conditions and the Appendices thereto, in particular, Appendix No. 16.

#### Information on the Allegro Finance Service provider

1.1. The entity providing the payment service (hereinafter: "Allegro Finance Service") to Users shall be Allegro Finance sp. z o.o. with its registered office in Poznań at ul. Grunwaldzka 182, 60-166 Poznań, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Poznań-Nowe Miasto and Wilda, 8<sup>th</sup> Commercial Division of the National Court Register under KRS No 0000814511, with a share capital of PLN 600,000.00, paid in full, Tax Identification Number (NIP): 7792511167, (hereinafter: "Allegro Finance"). During the Allegro Finance Service provision, Allegro Finance shall act as the provider of payment services within the meaning of the Act. The Polish Financial Supervision Authority supervises Allegro Finance. Allegro Finance has been entered in the register of national payment service providers maintained by the Polish Financial Supervision Authority as a small payment institution under No MIP70/2020. The principal place of its business is the aforementioned registered office of Allegro Finance sp. z o.o., mailing address: ul. Grunwaldzka 182, 60-166 Poznań, email address: [kontakt@allegrofinance.pl](mailto:kontakt@allegrofinance.pl).

#### Overview of major features of the Allegro Finance Service

1.2. The Allegro Finance Service is a payment service (money transfer service) within the meaning of the Act, which consists in accepting funds from the Carrier collected by them from the Recipient in connection with the performance of the Service and transferring them to the addressee, i.e., the Seller. The transfer of funds shall take place in the form of an aggregated payment to the Seller's bank account.

1.3. The condition for the performance of the payment service referred to in paragraph 1.2 above for a specific payment transaction shall be the existence of a monetary obligation on the part of the Supplier vis-à-vis the Seller, arising from the collection of funds from the Recipient in connection with the Service performed on the basis of the Delivery Service ordered by the Seller.





1.4. The Allegro Finance Service for Sellers that includes the payment service referred to in paragraph 1.2 shall be provided under a framework agreement within the meaning of the Act (hereinafter "the Framework Agreement"), the provisions of which have been presented herein.

1.5. A framework agreement between Allegro Finance and the Seller shall be entered into at the end of the two-stage contracting procedure. First, the Allegro Finance Terms & Conditions must be accepted, and this shall occur upon accepting the Allegro Terms & Conditions in connection with the conclusion by the Seller in question with Allegro.pl of the agreement on the provision of services using the Allegro website on the terms stipulated in the Allegro Terms & Conditions.

1.6. The Allegro Finance Terms & Conditions shall be accepted by expressing consent in one of the forms available to Users on the Allegro website.

1.7. The text of these Terms & Conditions, including the Framework Agreement, has been made available at <https://allegro.pl/regulamin/zalacznik/7c> in a manner that enables its recording and unchanged reproduction of the data stored.

1.8. By accepting these Terms & Conditions, the User agrees that the information contained herein may be posted on the aforementioned website before the conclusion of the Framework Agreement, thus constituting a draft Framework Agreement made available to each User. The text of the Framework Agreement will be available on the website throughout its entire term, and this is how it will be made available to Users.

1.9. The second stage required for the conclusion of the Framework Agreement shall be the successful completion of the User Identification and Verification procedure referred to in Section 3.

1.10. The Framework Agreement on the provision of the Allegro Finance Service to Sellers shall be concluded for an indefinite term, which, however, shall not be longer than the term of the agreement referred to in paragraph 2.5 of the Allegro Terms & Conditions. The termination of the agreement with Allegro.pl referred to in paragraph 2.5 of the Allegro Terms & Conditions shall also result in the termination of the Framework Agreement concluded with Allegro Finance.

1.11. Users shall not be required to open a bank account to be able to use the Allegro Finance Service. Any transactions performed as part of the Allegro Finance Service shall not be considered bank operations within the meaning of the Banking Law. Funds within the framework of the Allegro Finance Service shall not bear interest.

1.12. Within the Allegro Finance Service framework, the transfer (payout) of the funds transferred by the Carrier to the Seller shall only be effected by way of a transfer to the bank account defined by the Seller as referred to in paragraph 4.4.

1.13. In order to provide the Allegro Finance Service, Allegro Finance shall use the services offered by specialized financial institutions, which institutions shall be selected with due diligence.

1.14. The Allegro Finance Service can be provided to Users who have a device enabling them to access the Internet, including an Internet browser and a bank account maintained with a bank with its registered office in Poland.



1.15. In the case of any references herein to a time limit expressed in working days, "working day" shall mean any day from Monday to Friday, except for public holidays.

1.16. Any financial transactions relating to the Allegro Finance service shall be performed in the Polish currency.

1.17. Each payment transaction performed as part of the Allegro Finance Service shall be assigned a unique payment number (hereinafter: "Payment Identifier").

### **Allegro Finance Service progress statuses**

1.18. Information about the provision of the Allegro Finance Service and the necessary information to identify the payment transactions made for the benefit of the Seller shall be made available in the User's Account on the Allegro website in the Ship with Allegro tab after switching to the "Zamówione przesyłki" ["Ordered parcels"] view. The aforementioned information shall be made available in a manner that enables the User to store and reproduce it in an unchanged form. Upon accepting these Terms & Conditions, the User agrees to the method of providing information on payment transactions as described above.

### **Unauthorized payment transactions**

1.19. In order to prevent any unauthorized payment transactions, the Seller must not disclose their Account credentials (login, password) to any third parties, since such data make it possible to use the Account's functionalities, including the placing of orders for POD shipments as part of the Services referred to in Appendix No. 16 of the Allegro Terms & Conditions.

1.20. The Seller shall promptly report to Allegro Finance any loss or unauthorized use of their identification details, enabling the placement of payment orders. Such reports should be made in the manner referred to in paragraphs 1.21 and 1.22 within 13 months from the performance date of unauthorized or improperly performed payment transactions or from the date on which a transaction was to be performed. If the Seller fails to make the report within the aforementioned time limit, the Seller's claims against Allegro Finance concerning unauthorized, not performed, or improperly performed payment services shall expire.

### **Contacting Allegro Finance**

1.21. Allegro Finance shall communicate with the Users in the Polish language. This language shall be used to draft all the documents that establish relationships between the Users and Allegro Finance.

1.22. Any User's correspondence addressed to Allegro Finance must be sent in writing to Allegro Finance's address or by electronic means using the form available at <https://allegro.pl/Contact2/Contact2.php>, except for complaints and notices of termination of the agreement, for which the appropriate means of communication and forms have been described separately herein. Any correspondence should contain at least the User's name on the Allegro website and a description of the issue. Electronic correspondence, as a rule, shall be via the email address assigned to a given User's Account.

1.23. Upon the User's request submitted in the manner referred to in paragraph 1.22, these Terms & Conditions shall be provided by Allegro Finance and Allegro.pl in written form or on another durable medium and, upon the User's request and with their consent, by email.

### **Costs of using the Allegro Finance Service**

1.24. The User shall not pay Allegro Finance any fees for the use of the Allegro Finance Service. The remuneration due to Allegro Finance for the provision of the Allegro Finance Service on the Allegro website shall be settled pursuant to a separate agreement concluded between Allegro.pl and Allegro Finance. The User shall bear the fees related to the provision of the Allegro Finance Service pursuant to agreements concluded by the User with payment service providers (a bank) and shall also bear the costs of the online transmission of data related to the use of the Allegro Finance Service.

1.25. Within their Allegro Account, the Seller shall have constant access to the electronic history of operations relating to the Allegro Finance Service concerning the Seller in question for the last 24 months. The Seller may obtain data from before this period in electronic form only upon a written request submitted to Allegro Finance.

## **SECTION 2. ALLEGRO FINANCE LIABILITY**

### **Liability for non-performance or improper performance of a payment transaction**

2.1. If the payment account of Allegro Finance as the Seller's provider has been credited pursuant to Article 54 of the Act, Allegro Finance shall be liable to the Seller for non-performance or improper performance of a payment transaction. In such a case, Allegro Finance shall promptly make the amount of the payment transaction available to the Seller.

### **Liability for the correct transfer of a payment order**

2.2. In the case of a non-performed or improperly performed payment transaction for which Allegro Finance is not liable under paragraph 2.1 above, the liability to the payer shall be borne by their payment service provider. In such a case, the provisions of Article 144(2) of the Act shall apply.

### **Actions taken by Allegro Finance**

2.3. Upon the Seller's request, Allegro Finance shall take immediate action to track the payment transaction and notify the Seller of its result, with such action being free of charge for the payee.

2.4. Allegro Finance's liability under Article 144 and Article 145 of the Act shall also cover fees and interest charged to the User as a result of non-performance or improper, including delayed, performance of a payment transaction by Allegro Finance.

2.5. Allegro Finance shall not be held liable for any delays in transferring due funds to the payment account indicated by the Seller on the terms stipulated in Section 4 due to the Seller's failure to provide data or due to the Seller having provided inaccurate or incomplete data, which prevents a bank transfer from being effected.

2.6. Allegro Finance is not a party to the agreement between the Buyer and the Sellers and shall not be held liable for improper performance, or non-performance of any agreements entered into by the Users, except for the actions covered by the Allegro Finance Service. In particular, the Sellers' ability to conclude and perform agreements concerning the sale of goods or services on the Allegro website or the Buyers' solvency shall not be the responsibility of Allegro Finance.

2.7. Allegro Finance shall not be held liable for any failure to make, or delay in the making, a payment to the Seller's payment account referred to in paragraph 4.4 due to reasons arising after Allegro Finance has submitted a transfer order to a bank.

### **SECTION 3. IDENTIFICATION AND VERIFICATION PROCEDURE**

3.1. The Seller acknowledges that in connection with the conclusion of the Framework Agreement relating to the Allegro Finance Service and in the course of its performance, Allegro Finance will conduct the verification of financial credibility pursuant to Article 10 of the Act as well as the assessment of the risk of money laundering and terrorist financing. Allegro Finance implements security measures required by applicable laws and consequently may vary the rules of payment processing due to, or make certain terms of service provision dependent on, the risk group to which the Seller has been assigned. Allegro Finance shall conduct the above analysis of the risk of processing payments on the basis of the data available when providing the Allegro Finance Service. In justified cases, Allegro Finance reserves the right to deny processing a certain payment, particularly if Allegro Finance reasonably suspects that the transaction paid for or the payment itself may be illegal.

3.2. If the Seller's Account on the Allegro website has been suspended or the actions referred to in paragraphs 2.13 or 8.2 of the Allegro Terms & Conditions have been taken, the provision of the Allegro Finance Service shall be suspended. In addition, Allegro Finance may withhold the transfer of funds to the Seller in the following cases:

- a. the Seller's use of the Allegro Finance to violate or circumvent applicable laws, the principles of fair dealing, and the provisions of these Terms & Conditions;
- b. unauthorized use of the Allegro Finance Service by the Seller or a third party acting in concert or with the Seller's express or implied consent;
- c. invalid or incorrect data necessary to process a payment order;
- d. as a result of a notice or decision of a competent authority;
- e. suspicion of money laundering;
- f. the Seller offering, within the framework of Transactions subject to the Allegro Finance Service, prohibited or restricted Items without meeting the required conditions referred to in Appendix No. 1 of the Allegro Terms & Conditions.

3.3. The Seller shall undergo the Allegro registration and account activation procedure described in paragraph 2.6 of the Allegro Terms & Conditions. Moreover, the Seller shall undergo the identification and verification process referred to in the Act on Counteracting Money Laundering and Terrorist



Financing, (hereinafter: "User Identification and Verification"). Allegro.pl shall provide Allegro Finance with the basic details referred to in paragraph 5.1. Allegro Finance may also carry out extended User Identification and Verification applying a procedure provided for in applicable laws, which enables Allegro Finance to request that the Seller provide other required identification and verification data for this purpose. This paragraph shall apply *mutatis mutandis* to a change of the bank account referred to in paragraph 4.4 by the Seller.

3.4. The User shall comply with applicable laws, this Framework Agreement, and the Allegro Terms & Conditions.

## **SECTION 4. SPECIFIC RULES FOR THE PROVISION OF THE ALLEGRO FINANCE SERVICE UNDER THE FRAMEWORK AGREEMENT**

4.1. While providing the Allegro Finance Service to the Seller pursuant to the Framework Agreement, Allegro Finance receives in its payment accounts payments from the Carrier collected from the Recipient of the parcel in connection with the performance of the Service and the Carrier's Service with the POD option selected. These funds shall be paid out to the Seller to the bank account indicated by the Seller as referred to in paragraph 4.4 no later than by the end of the next working day following the day on which the payment order is received from the Carrier.

4.2. The Allegro Finance Service referred to in Section 4 also allows Sellers to access information about the history of payments made by Buyers, including information about transaction amounts and payout dates.

### **Order receipt by Allegro Finance**

4.3. Allegro Finance shall pay out the funds transferred by the Carrier by way of an aggregated transfer no later than by the end of the next working day after receiving a settlement file from the Carrier.

### **Scope of information necessary to effect a payout**

4.4. In order to effect the payout referred to in paragraph 4.1, the Seller should complete the registration form available on the Allegro website. When completing the registration form, the Seller shall provide the following details: first name and last names (company name for a Business Account), address, email address, contact number, and the number in the IBAN format of the bank account to which funds are to be transferred. As part of the extended User Identification and Verification process referred to in paragraph 3.3, Allegro Finance may also request other details concerning the Seller. The Seller's details indicated above should match the details of the holder of the bank account from which the payment related to Seller Identification and Verification will be made.

4.5. The payout referred to in Section 4 shall produce legal effects if correct credentials (login and password) have been entered when configuring the bank account in the Seller's Account.

## **SECTION 5. PRIVACY AND CONFIDENTIALITY**

## **Rules of personal data protection for Users using the Allegro Finance Service**

5.1. Allegro.pl shall disclose to Allegro Finance the Users' personal data such as the User's first and last name, address, email address, contact number, User login, and other data referred to in paragraph 4.4 in order to enable Allegro Finance to provide the Allegro Finance Service and to fulfill its obligations provided for in applicable laws, including, but not limited to, regulations on counteracting money laundering and terrorist financing.

5.2. The personal data disclosed to Allegro Finance shall be the data necessary to provide the Allegro Finance Service and fulfill the obligations related to the provision thereof.

5.3. In addition to Allegro.pl, Allegro Finance shall be another controller, within the meaning of the GDPR, of the Users' personal data disclosed by Allegro.pl to Allegro Finance.

5.4. The personal data disclosed by Allegro.pl to Allegro Finance shall be processed pursuant to applicable laws, including without limitation the GDPR, the Act of 18 July 2002 on the Provision of Services by Electronic Means and the Act.

5.5. Allegro Finance shall exercise due diligence when selecting and using appropriate technical and organizational measures ensuring the protection of processed data, including IT security measures (e.g., data encryption systems). Allegro Finance shall protect data against their disclosure to unauthorized persons as well as against other cases of their disclosure, loss, destruction, unauthorized modification, and illegal processing. Allegro Finance shall exercise permanent control over data processing. It shall restrict access to data to the maximum possible extent, granting appropriate authorizations only when necessary to provide services in a proper manner.

5.6. Allegro Finance shall ensure that the Users whose personal data have been disclosed to it by Allegro.pl are able to exercise their rights under the GDPR, including the right to request the controller to grant the User access to their data, the right to rectify them, the right to erase them or restrict their processing, the right to object to their processing, the right to data portability, the right not to be subject to automated decision-making, including profiling, and, in the case of data processed based on consent, the right to withdraw consent under the terms provided for in the GDPR.

5.7. Personal data of the Users whose personal data have been disclosed by Allegro.pl to Allegro Finance may be made available to the following entities:

a. the entities authorized to receive such data under applicable laws, including competent judicial authorities, in particular as part of the fulfillment of Allegro Finance's obligations provided for in applicable laws and related to the provision of the Allegro Finance Service by Allegro Finance;

b. to the extent and for the time necessary to provide or perform the Allegro Finance Service and in relation to this Service – to third parties, including entities that Allegro Finance commissions to perform actions related to the provision of the Allegro Finance Service or which participate in (and benefit from) the Allegro Finance Service;

c. Allegro.pl to counter fraud on the Allegro website in connection with the payment services provided.



5.8. In connection with the cooperation between Allegro Finance and Allegro.pl in connection with the availability and provision of the Allegro Finance Service on the Allegro website to Users, Allegro.pl shall have access to information about the Allegro Finance Service, including without limitation the information available in the Account (including financial data). On the other hand, since Allegro.pl entrusts to third parties the performance of certain activities related to User service, also in connection with the Allegro Finance Service, such third parties used by Allegro.pl shall also have access to information about the Allegro Finance Service following their prior acceptance by Allegro Finance. Therefore, by accepting these Terms & Conditions, the User expresses their electronic consent to the disclosure of such information by Allegro Finance to Allegro.pl (and also to the entities used by Allegro.pl for the aforementioned purpose), thus releasing Allegro Finance from the obligation to observe professional secrecy related to the provision of payment services, as referred to in the Act, vis-à-vis Allegro.pl and the entities used by Allegro.pl. Due to the terms of the provision of the Allegro Finance Service on the Allegro website, the withdrawal of the aforementioned consent shall be tantamount to the termination of the Framework Agreement with immediate effect.

5.9. Detailed information on the processing of the Users' personal data by Allegro Finance, including the obligations and rights related to their collection and further processing, is available in the Allegro Finance Privacy Protection Policy enclosed herewith.

## **SECTION 6. COMPLAINTS PROCEDURE**

### **Terms of accepting and handling complaints**

6.1. The User may lodge a complaint if the services specified herein have not been performed or their performance is inconsistent with the provisions hereof.

6.2. A complaint may be lodged:

- a. in writing by letter sent to Allegro Finance's mailing address referred to in paragraph 1.1;
- b. in the electronic form to the email address: reklamacje@allegrofinance.pl;
- c. personally for the record during the client's visit to the Allegro Finance registered office.

6.3. A complaint lodged with Allegro Finance should contain at least the following information: payment number, payment amount, payment title, payment date, email address, as well as other data that can facilitate the complaint handling process as well as the reason for the complaint, the identification of entities participating in the Transaction and a detailed description of the event which the complaint concerns.

6.4. Where the data or information specified in a complaint must be supplemented, before handling the complaint, Allegro Finance shall request the person lodging the complaint to supplement it within the scope indicated.

6.5. Allegro Finance shall handle complaints without undue delay but no later than within 14 days from the date of their receipt. The deadline shall be deemed complied with if a response is sent before its expiry. In particularly complicated cases in which a complaint cannot be handled, and a response to it

cannot be given within the aforementioned time limit, especially where, in order to handle the complaint, Allegro Finance must cooperate with a bank or another intermediary institution which participated in payment processing, the aforementioned time limit may be extended; however, it may not exceed 35 working days after receiving the complaint. Allegro Finance shall inform the User about the extension of the complaint handling period, indicating the reason for the delay, the circumstances that need to be clarified, and the expected time of handling and replying to a complaint, which, however, may not exceed 35 working days after receiving the complaint.

6.6. A response to a complaint shall be given by Allegro Finance in written form or on another durable medium. A response to a complaint may be sent by email, provided that the User has requested that the reply is delivered in electronic form. By providing their email address in the complaint, the User requests Allegro Finance to respond to the complaint in the electronic form to that email address and agrees to receive a response in this manner. However, at the explicit request of the party lodging the complaint, on condition that they provide the necessary personal and contact details, Allegro Finance shall reply to the complaint in writing or on another durable medium, in which case, in order to meet the time limit for complaint handling, it is sufficient to send the letter by registered mail.

6.7. The User shall cooperate with Allegro Finance to clarify all issues related to complaints submitted by payment card issuers; without limitation, the User shall be obliged to provide all the necessary information on the Transaction in connection with which the payment which the complaint concerns was made and, whenever requested by Allegro Finance, within 7 days of receiving such a request, to provide Allegro Finance with copies of documents related to the conclusion of the Transaction within the framework of which the User received a card payment, including a copy of the Proof of Dispatch of the parcel ordered by the Buyer or proof of completing the service ordered. The User shall retain such documents for at least 24 months from the payment date.

6.8. The User may lodge a complaint with the authority supervising Allegro Finance concerning Allegro Finance's unlawful actions.

6.9. Allegro Finance shall not be the Addressee of, and shall not handle, the following complaints:

a. complaints related to the improper performance by the Seller of an obligation towards the Buyer related to the Transaction concluded between them;

b. complaints related to the improper performance by Allegro.pl of obligations towards Sellers or Buyers related to the use of the Allegro website, unless they are also related to the Allegro Finance Service.

6.10. Where the complaints procedure has been exhausted, a dispute between the User and Allegro Finance may be resolved by way of out-of-court proceedings concerning the resolution of disputes between a customer and a financial market operator initiated upon the request of the party lodging the complaint:

a. by the Financial Ombudsman in accordance with Chapter 4 of the Act of 5 August 2015 on Handling Complaints by Financial Market Operators and on the Financial Ombudsman; or

b. by an arbitration court at the Polish Financial Supervision Authority.



6.11. The proceedings referred to in paragraph 6.10 above may also be initiated through the ODR platform referred to in Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR), if the Financial Ombudsman and/or the arbitration court at the Polish Financial Supervision Authority is/are registered on this platform as ADR entities. The ODR platform is available at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show> HYPERLINK  
"<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>"& HYPERLINK  
"<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>"lng=PL

6.12. The party lodging the complaint may also file a lawsuit with a common court competent to examine the case, which is in principle the common court having jurisdiction over the defendant's registered office; thus, in the case of an action brought against Allegro Finance, the competent court is the District Court for Poznań-Grunwald and Jeżyce in Poznań. In this case, the defendant should be Allegro Finance, whose details are stated in paragraph 1.1 of the Terms & Conditions.

## **SECTION 7. RULES FOR AMENDING THE ALLEGRO FINANCE TERMS & CONDITIONS**

7.1. Allegro Finance reserves the right to amend these Terms & Conditions if any of the following important reasons occur, with the proviso that amendments to these Terms & Conditions shall not affect the rights acquired by the Users prior to the entry into force of such amendments:

- a. a judgment or decision being issued by a common court or governmental body, which imposes an obligation to amend the Terms & Conditions or justifies the need to make such amendments;
- b. amendments to the laws applicable to Allegro Finance's activities, resulting in the need to amend the Terms & Conditions in order to align them with applicable laws;
- c. enhancing the level of the Users' security or the level of protection of the Users' personal data by Allegro Finance;
- d. improving the functionalities offered by Allegro Finance, adding a new function or removing certain functionalities within the framework of service provision;
- e. expanding the scope of the Allegro Finance Service to include new features;
- f. adding new payment methods offered to the Users as part of the Allegro Finance Service if these Terms & Conditions must be amended in connection with the introduction of a new payment method;
- g. amendments to the agreement concluded between Allegro Finance and Allegro.pl under which the Allegro Finance Service is provided to Users;
- h. amendments to the Allegro Terms & Conditions necessitating the amendment of these Terms & Conditions to comply with the rules applicable to Users on Allegro.

7.2. Allegro Finance shall notify the User of any amendments to these Terms & Conditions. Thus, it shall inform the Seller about any amendments to the Framework Agreement concluded on their basis not



later than 2 months prior to their proposed effective date. Such information shall be provided to the User via the Allegro.pl website to the email address provided by the User in the Account in a manner that enables its recording and unchanged reproduction of the data stored. The information may be provided to the Sellers also in writing or on another durable medium and, upon the User's request, submitted in the manner referred to in paragraph 1.22, by email.

7.3. If the Seller does not object to amendments to the Framework Agreement prior to their effective date by notifying Allegro Finance of the same, it shall be deemed that the Seller has agreed to such amendments. If the Seller objects to the amendments by writing to Allegro Finance's address but fails to terminate the Framework Agreement in the manner provided for in paragraph 7.4, the Framework Agreement shall expire on the day preceding the effective date of the proposed amendments.

7.4. Prior to the proposed effective date of the amendments, the Seller may terminate the Framework Agreement by sending a written notice of termination of the Framework Agreement to Allegro Finance's address. In such a case, the agreement shall be terminated with immediate effect; however, the provision of already initiated Allegro Finance Services for Users shall be completed on the terms provided herein.

## **SECTION 8. MISCELLANEOUS PROVISIONS**

### **Opting out of the Allegro Finance Service**

8.1. The Seller may terminate the Framework Agreement at any time by sending a notice of termination in the electronic form to Allegro Finance's email address indicated in paragraph 1.1 or by letter to the following address: Allegro Finance sp. z o.o., ul. Grunwaldzka 182, 60-166 Poznań.

8.2. Allegro Finance may terminate the Framework Agreement at any time with immediate effect in the case of any violation of these Terms & Conditions, by sending a relevant notice in the electronic form to the User's email address or by letter to the address provided by the User.

### **Reference to Allegro Terms & Conditions**

8.3. Unless specified otherwise herein, the Allegro Terms & Conditions shall apply to matters not governed herein.

### **Governing law**

8.4. The agreement between the User and Allegro.pl and the agreement between the User and Allegro Finance concerning the services provided by Allegro Finance as part of the Allegro Finance Service on the terms set forth herein shall be governed by Polish law.

## **SECTION 9. APPENDIX TO THE TERMS & CONDITIONS**

Appendix: Allegro Finance sp. z o.o. Privacy Protection Policy located at <https://allegro.pl/terms/allegro-finance-sp-z-o-o-privacy-protection-policy-v8K0KXGzVcy>

## Appendix No. 8

### Appendix No. 8 Notes of guidance on agreement withdrawal and draft withdrawal statement

Within 14 days from the conclusion of the agreement on the provision of electronic services with Allegro.pl (Account Registration), you may withdraw from it without stating reasons.

To do this, please inform us about your decision by submitting the application available at <https://allegro.pl/rozwiazywanie-umowy/wniosek/odstapienie>. You may also use the draft withdrawal form below.

#### NOTE!

The User may not withdraw from the agreement if they have listed the 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. DRAFT

#### WITHDRAWAL FORM

(to be filled in and sent back only if you intend to withdraw from the agreement)

Allegro.pl Sp. z o.o. ul. Grunwaldzka 182 60-166 Poznań

I, ....., hereby inform that I wish to withdraw from my agreement on the provision of services on Allegro.

Date of the conclusion of the agreement: .....,

First and last name: .....

Allegro login: .....

## Appendix No. 9

### Appendix No. 9: Buyer Protection Program—Terms & Conditions

#### Section 1. General principles

1. As part of the Buyer Protection Program, Allegro.pl allows Buyers to request compensation in the case when:

- a) they have paid for Goods but did not receive them;
- b) they have received Goods not compliant with the concluded agreement, with the value significantly lower than the value of the Goods described in the Offer;
- c) they have received an incomplete order;
- d) they have received damaged Goods;
- f) they have exercised the possibility to return the Goods or to cancel the Transaction. However, they have not received a refund of the due amount.

2. In the cases specified in sub-paragraphs 1(a) and 1(b) above, the compensation shall cover the value of the damage suffered by the Buyer, but not higher than the actual value of the purchased Goods, up to the price specified in the Transaction parameters.

3. In the event of the circumstances referred to in sub-paragraphs 1(a) and 1(b) above, where payments for Goods have been made using payment service options available on Allegro, under the Buyer Protection Program, the Buyer may also receive the compensation for shipping costs and for the costs of returning Goods, including the amount of damage suffered by the Buyer.

4. Each time, the total amount of the compensation referred to in paragraphs 2 and 3 of Part I of this Appendix shall not be higher than PLN 10,000.

5. Allegro enables the Buyer to receive compensation for Transactions made within Charity Offers described in Appendix No. 17 of the Allegro Terms & Conditions, pursuant to the terms specified in paragraph 1 above.

6. Where the compensation amount is higher than the value specified in paragraph 4 above, Allegro will refer the Buyer's request to the relevant Charity, which will then pay out the compensation for the Transactions made within Charity Offers.

#### Section 2. Exclusions from the Buyer Protection Program

The Buyer Protection Program shall not apply in the following situations:



1. The agreement has been concluded and performed under terms other than provided for in Allegro Terms & Conditions.
2. The Buyer has violated Allegro's terms or has failed to pay all amounts due to Allegro.pl.
3. The Buyer has acted with the intent to purchase Goods that are defective or incompatible with its description.
4. The Buyer has failed to provide accurate contact details.
5. The Buyer has received other funds compensating for the loss resulting from the purchase of the Goods subject to the compensation claim.
6. A listing has not complied with Allegro Terms & Conditions, particularly the Goods have not been admitted to be sold/purchased on Allegro due to the list of forbidden and restricted items included in Allegro Terms & Conditions.
7. Goods have been handed over in-person or via a person who is not a postal operator and the payment for the Goods has been made at the point of its collection.
8. Goods were damaged or lost during transport due to the carrier's fault unless those Goods were sent using the Allegro Smart! service as set forth in Appendix No. 12 to the Terms & Conditions.

### Section 3. Compensation claim in the Buyer Protection Program

1. In order to receive compensation under the Buyer Protection Program, the Buyer should fill in and submit to Allegro.pl, in an electronic form, the form available on the Allegro website along with the attachments referred to in paragraph 1 of Section 4 below, providing the required data and describing the Transaction and the performance of the agreements (hereinafter 'the Form').
2. In special cases, where the decision on granting a compensation to the Buyer raises doubts, at Allegro.pl request The Buyer must submit to Allegro the confirmation of submitting, to law enforcement bodies, the notification of committing an offense to their detriment by the Seller (hereinafter 'the Confirmation of Submitting Notification'). At the same time, if it proves necessary in order to make a decision about granting the compensation, Allegro.pl may request that the decision on the initiation of the investigation/inquiry be attached to the Form and that the Buyer provide the file number of the initiation of proceedings (respective RSD or DS number).
3. The Form should be sent to Allegro.pl not earlier than after 14 days (in the case referred to in paragraph 1(a) of Section 1, after 7 days), but not later than 180 days from the conclusion of the Goods purchase agreement. In justified cases, the aforementioned deadline may be shortened or extended. The Buyer shall be informed by Allegro.pl about the shortening or the extension of the deadline via email.

## Section 4. Compensation claim handling

1. Allegro.pl shall decide if it should accept a claim within 30 business days from the receipt of a correctly completed Form with the following attachments:

a) The original or a copy of the proof of payment of the amount for the Goods to the Seller's account. The proof of payment of the amount for the Goods to the Seller's account shall not be required in the case when the Buyer has made the payment for the Goods using payment services made available on Allegro.

b) A scan of each side of the official ID with the Ask the Seller and the expiry date (in the case of the Junior Account; a photocopy of both sides of the school identity card containing the following data: Ask the Seller and the expiry date); however, Allegro.pl may waive this requirement if the decision to grant compensation to the Buyer does not raise any doubts (in particular, when the Buyer has been verified pursuant to paragraph 2.6.a and paragraph 2.6.c of the Allegro Terms & Conditions);

c) A photocopy of the Confirmation of Submitting Notification to law enforcement bodies unless Allegro.pl decides not to apply this requirement in the cases when the decision on granting the compensation to the Buyer does not raise any doubts.

2. Data provided in the Form should be correct and correspond to the actual state at the time of submitting the Form. In order to verify the information and the data, when handling the Form, Allegro.pl may contact the Buyer or the Seller and request additional documents substantiating the course of events. In the event of doubts as to the legitimacy of the Buyer's claim or inaccuracies in the description of the Transaction or inaccuracies related to the performance of the Transaction, Allegro.pl may refuse to grant or pay compensation. In justified cases, if the prerequisites specified in sub-paragraph 1(b) of Part I of this Appendix arise, Allegro.pl may make the payment of the compensation dependent on sending the Goods to the registered office of Allegro.pl.

3. The Buyer must inform Allegro.pl immediately if, in the period after sending the Form, any events occur that cause their claim against the Seller change. In particular, if they receive any compensation or damages or if the Seller remedies a part of or the entire damage suffered by the Buyer, or removes its effects.

4. The Buyer hereby declares that upon the payment by Allegro.pl of the compensation claimed, they will assign to Allegro.pl all amounts due to them from the Seller due to the Seller's failure to fulfill the obligations resulting from the agreement concluded under the Transaction to which the claim pertains.

5. If during the process of examining the Form, the situation is clarified in favor of the Buyer due to the receipt of the Goods or of a refund by them, the compensation shall not be paid.

6. If the Buyer has received undue payment or the Seller has repaired the damage, the Buyer must immediately, not later than within 7 days, reimburse the compensation received from Allegro.pl to the account number 63 1140 1124 0000 5165 0800 1010.

7. If Allegro.pl makes a decision to pay the compensation under the Buyer Protection Program, the Seller's account may be blocked until the issue is clarified or the compensation paid is reimbursed.

8. Where a Transaction was paid by means of the option of payment services made available on Allegro, Allegro.pl may at the Buyer's request reimburse the Buyer, as part of the Buyer Protection Program, for the funds obtained from the Transaction upon meeting all the following conditions:

a) The Buyer informed Allegro.pl via the Buyer Protection Program that the Goods had not been delivered, and

b) The Seller has not documented the fact of the fulfillment of the agreement concluded as part of the Transaction, although they received the request to do so from Allegro.pl and have not given a response within 24 hours from the request, with Saturdays, Sundays, and other public holidays being excluded from such response time (the fact of the fulfillment of the agreement concluded with the Buyer may be documented by the Seller, in particular, by sending to Allegro.pl the tracking number or a copy of the proof of the Goods shipment), and

c) The Seller is subject to a temporary restriction or suspension of access to particular services provided on Allegro pursuant to paragraphs 2.12 and 8.4 of the Allegro Terms & Conditions (of which they are informed by Allegro.pl by separate correspondence).

9. The compensation shall be paid to the Buyer through the payment Operator to the payment instrument which was used to pay for the Goods. Where that is impossible, the payout will be transferred to the settlement tool maintained for the Buyer by the payment Operator or to a bank account indicated by the Buyer. The User may issue a payout instruction on their own in the Payout Settings section at [https://allegro.pl/myaccount/newpayments\\_payout.php](https://allegro.pl/myaccount/newpayments_payout.php).

If the Goods have been paid for using Allegro Pay Later or Allegro Pay, an equivalent of the compensation shall be transferred to the financing provider to repay the loan taken out by the Buyer.

10. If the Seller fails to resolve the Buyer's objections regarding the Transaction, leading to compensation being paid to the Buyer in accordance with Appendix No. 9 Section 1 paragraph 1, Allegro.pl will charge the Seller an amount equal to the compensation paid to the Buyer as part of the settlements referred to in Appendix No. 4, Section 8.

## Section 5. Final provisions

In the case of each decision by Allegro.pl about granting the compensation, a request to reexamine it may be submitted to the Senior Customer Experience Manager.

## Appendix No. 10

### Appendix No. 10: Adding Products

1. Allegro.pl enables Users who made full Registration to add products on terms and conditions set out herein. In this Appendix, a product shall be understood as a specification of a given good (which may be the Goods and the subject matter of the Offer), including the data and elements defined by Allegro.pl, and, in particular, the image, description, and parameters of that item.

2. Products may be created only in categories selected by Allegro.pl.

3. Products may be created only if there are no such products in the databases of Allegro.pl.

4. A product is identified based on parameters identifying that product which shall in each case be defined by Allegro.pl in respect of a given product or product category.

5. Products are created using functionalities made available by Allegro.pl for that purpose.

6. In order to create a product, the User shall provide all the data and add elements defined by Allegro.pl, and, in particular, the User shall:

- a. specify the product name and category,
- b. complete all the mandatory parameters, including the parameters identifying the product,
- c. add an image of the product, and
- d. add a product description.

All the data must be provided and all elements indicated by Allegro.pl must be added in order for the product to be created.

The product description referred to in item d) above may refer only to the features, properties, and functionalities of the product. The said description must not contain any other content, including content relating to any transaction concerning the product.

7. Once the product is created, it may be verified by Allegro.pl. Allegro.pl may check the product in terms of any obvious mistakes, errors or other prohibited content.

8. The product becomes active and may be used by all Users once the product is entered by the User.

9. Upon entering the data and content in relation to the product, the User creating the product shall give Allegro.pl the rights and consents specified in paragraphs 5.1 and 5.5 of the Allegro Terms & Conditions





(which shall apply accordingly) in regard to all the content and elements. Upon entering the product, the User shall lose the ability to edit the data and content added to the product specifications card. The User may, however, report to Allegro.pl any errors and mistakes that took place while entering the product, using the relevant functionalities on Allegro.

10. The User undertakes to enter products in good faith and with due diligence and, by entering the product, the User represents that according to their best knowledge the data and elements they enter are truthful and describe the item in the proper manner. Abusing the functionalities for product entering or using them in violation of their purpose or the Allegro Terms & Conditions is a violation of the Allegro Terms & Conditions.

11. Allegro.pl is not required to use the product and may cease making it available to Users or remove it from its databases, or replace it with another product in whole or in part. A User who entered the product shall not obtain any rights in relation to the product, and in particular, the User may not object to Allegro.pl exercising the rights that Allegro.pl has obtained in accordance with the Allegro Terms & Conditions.

# Appendix No. 11

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

1. As part of Allegro, Allegro.pl provides Users with third-party databases to an extent that enables them to complete some or all of the elements of the Offer content, including the parameters, images, and descriptions of the Goods, both through the listing form and through API.

2. The User can use the databases made available to Users of Allegro.pl only by completing — using Allegro functionalities — some or all of the elements of the Offer content, including the parameters, images, and descriptions of Goods, and by displaying Offers containing elements derived from such databases on Allegro.

3. Any use of the databases provided by Allegro.pl on Allegro in a manner exceeding the authority granted under paragraph 2 hereof shall be prohibited.

4. With regard to the specific databases, the following restrictions shall apply:

4.1. “TecDoc” database, the rights to which are held by TecAlliance GmbH with its registered office in Ismaning:

“The data and information indicated as part of self-filling of Offers, in particular, the databases from which such data or information is derived, may not be copied or reproduced in any manner whatsoever. Copying, reproducing, or using such information or data in any manner whatsoever, including their provision to third parties without the consent of TecAlliance GmbH with its registered office in Ismaning, Germany, shall not be allowed. Any violation of the above restriction shall constitute a violation of the rights of TecAlliance GmbH with its registered office in Ismaning, Germany, and shall form the basis for pursuing claims against the entity committing such unlawful copying or reproduction”.

5. The content gathered on Allegro, in particular, as part of the Offers, constitutes databases subject to legal protection, i.a. with regard to their use by third parties. Any use of such databases by downloading or re-using the data shall require the prior consent of the authorized entity. The content of the databases shall be subject to independent control under the provisions of law. In the event of unauthorized use of legally protected databases or their content, Allegro.pl or other authorized entities will be entitled to pursue claims against the infringing entities on account of their rights to the databases or their content, in particular, claims for damages or cease and desist claims. Any use of legally protected databases without authorization may be subject to penal liability.

6. Allegro.pl, despite exercising due diligence in the process of collecting and sharing data and collecting data from entities engaged professionally in the sharing of databases, is not able to ensure that all data made available to Users are correct. Users, if they take the decision to use the data made available to



them by Allegro.pl, should verify such data on their own and ensure their accuracy, and, if errors are detected, immediately notify Allegro.pl of such errors.

## Appendix No. 12

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

#### I. Definitions

**“Smart Cash on Delivery”** — a paid delivery method, available as part of the Service, with an option to pay the Seller for the Goods by paying the Carrier directly. When opting for the Smart Cash on Delivery, the Buyer must pay the fee payable to the Seller for delivering the Goods, in the amount corresponding to the current price list available at <https://allegro.pl/pomoc/dla-kupujacych/dostawa-z-allegro-smart/metody-dostawy-i-zwrotu-przesylek-w-ramach-allegro-smart-a1WrzwbOXf6>, directly to the Carrier.

**“Carriers”** — entities which provide services as part of methods of delivery of Goods, as specified in Section 2 paragraph 2 of these Terms & Conditions, which are purchased by the Buyers.

**“Allegro Smart! Terms & Conditions for the Buyers”** — Service Terms & Conditions for the Buyers, available at <https://na.allegro.pl/regulamin-allegro-smart> or <https://allegro.pl/regulaminy/regulamin-uslugi-allegro-smart-student-Rd9A252RLlw>.

**“Allegro Smart! Service” or “Service”** — a service offered to the Users, which comprises the following:

a. with regard to the Buyers, a paid service allowing the Buyers to use methods of delivery and returning the Goods purchased on Allegro, as specified in the Allegro Smart! Terms & Conditions for the Buyers, without paying the fee indicated by the Seller, except for the fees payable by Buyers in connection with opting for Smart Cash on Delivery.

b. with regard to the Sellers, a service which supports all of the following:

1. identifying the Sellers’ Offers with a special Allegro Smart! icon that allows the Buyers to use specific methods of delivery and returning the Goods purchased on Allegro, as specified in the Allegro Smart! Terms & Conditions for the Buyers, without paying the fee indicated by the Seller; and
2. shipping the Goods purchased by the Buyers on Allegro as part of the methods of delivery of Goods on terms specified in and in accordance with these Terms & Conditions <https://na.allegro.pl/allegro-smart-zasady-rozliczen>.

**“Additional Services”** — paid services strictly related to the delivery of Goods as part of the Service, provided to the Seller, and, depending on the type, paid for by the Seller directly to the Carriers or Allegro.pl. The list of the services and the related fees and the method of fee settlement are described at <https://allegro.pl/help/article/allegro-smart-inpost-additional-services-and-fees-WE7VAO7o9Iq> and, for Additional Services for which payment is made directly to Allegro.pl, in Appendix No. 4 of the Allegro Terms & Conditions.



**“Payment Service”** — a service provided by payment service operators, as specified in Appendices Nos. 7A and 7B of the Allegro Terms & Conditions.

**“Terms & Conditions”** — these Terms & Conditions, constituting Appendix No. 12 of the Allegro Terms & Conditions.

Capitalized terms not defined in Section I shall have the meaning assigned to them in the Allegro Terms & Conditions.

## II. General terms and conditions of Service provision

1. Allegro.pl provides the Sellers with Allegro Smart! Service, which allows the Sellers to deliver the Goods purchased on Allegro as part of the fees paid by the Sellers in connection with the use of the Goods delivery methods specified in the Allegro Terms & Conditions and with their use of the Additional Services.

2. Allegro Smart! Service is provided for the methods of delivery described at <https://na.allegro.pl/allegro-smart-zasady-rozliczen>, provided that the value of a Transaction or the sum of Transactions completed for the Seller's Offer is not lower than the value specified at <https://na.allegro.pl/allegro-smart-dobre-praktyki>, and payment for the Transaction(s) is made via the Payment Service or as part of the delivery methods with the cash on delivery option specified in the table <https://na.allegro.pl/allegro-smart-zasady-rozliczen>.

3. Allegro.pl may extend the list of delivery methods eligible for the Service, for a term of its choice.

4. The Goods' deliveries made under the Allegro Smart! Service may take place solely in the territory of Poland (i.e. from Poland's territory to Poland's territory), except for the delivery options specified at <https://na.allegro.pl/allegro-smart-zasady-rozliczen>, with deliveries being made from the territory of the Czech Republic, France, the Netherlands or Germany to the territory of Poland.

5. As part of the Allegro Smart! Service, Sellers' Offers will be marked with a special icon assigned to the Service. This shall not apply to Allegro Offers from generally available Pharmacies and Offers in Categories referred to in paragraph 3.3. of the Allegro Terms & Conditions.

## III. Terms & Conditions of the Service

1. Allegro.pl shall automatically mark the Offers of Sellers with a special Allegro Smart! Service icon, regardless of the status of the Sellers' Account (Standard/Business), and shall support the delivery of the Goods purchased on such Offers, provided that all of the conditions of the Seller's eligibility to use the Service are met:

a. general conditions referred to in paragraph 2 below, referring to a professional attitude of a Seller on Allegro, and;

b. detailed conditions referred to in paragraph 3 below, referring directly to the contents of an Offer.

2. General terms and conditions for the Seller's eligibility to use the Services:

a. the Seller must have at least five unique ratings: "Recommended" on the Seller's account over the past 12 months, a recommendation ratio of at least 98% or the Super Seller status, in accordance with the terms and conditions available at <https://allegro.pl/help/article/super-seller-program-terms-and-conditions-2GZdGoMvAS9>

b. the Seller must provide impeccable Buyer service consisting mainly in the timely shipping and delivery of parcels and providing the Buyers with necessary assistance and support after Goods are purchased (e.g. during contact with the Buyer as part of the Discussion);

c. the Seller must make timely payments for the services provided by Allegro.pl on Allegro,

d. the Seller must list Offers in accordance with the terms and conditions of the Allegro Terms & Conditions,

e. the Seller must not be subject to sanctions imposed by Allegro.pl under paragraph 8.4 of the Allegro Terms & Conditions, in particular, sanctions related to offers made by the Seller to finalize the purchase outside Allegro or related to advertising of products and services which are not offered on Allegro.

3. Detailed terms and conditions which qualify the Seller to use the Services:

a. - FOR REGULAR ACCOUNTS — for the Offer, throughout its duration, provided as part of the Service the Seller must provide at least two various delivery methods from two different groups of Goods delivery provided by the Deliverers, the list of which is available at <https://na.allegro.pl/allegro-smart-zasady-rozliczen> and where the delivery costs of a single parcel do not exceed the amount specified in the table available via that link or provide the parcel tracking number (in "My Allegro" or as part of "Allegro API") for at least 50% of all Transactions completed as part of the Service. The parcel tracking number should be provided to the Buyer within the shipping time declared by the Seller for the specific Offer;

- FOR BUSINESS ACCOUNTS — the Seller must provide, for the Offer throughout its duration, provided as part of the Service, at least ONE DELIVERY METHOD from groups of Goods delivery provided by the Deliverers, AS PART OF COURIER SERVICES: Allegro Kurier DPD OR Allegro Kurier UPS (up to 10 kg) Allegro Pocztex Kurier 48 or COURIER SERVICES operated from the Czech Republic, , the Netherlands, France, or Germany to Poland, the list of which is available at <https://na.allegro.pl/allegro-smart-zasady-rozliczen>, where the delivery costs of a single parcel do not exceed the amount specified in the table available via that link.;

1) Where the Seller sells Goods that for objective reasons cannot be delivered to the Buyers with the delivery options found on: <https://na.allegro.pl/smart-metody-dostawy> (e.g., jewelry, works of arts, antiques, numismatic coins, fast-moving goods, living plants, oils, paints), Allegro.pl may admit the Seller



to use the Service at its request, on condition that the Seller presents an individually negotiated agreement with a Carrier that covers the possibility of delivering such Goods purchased from said Seller.

b. the Transaction must be completed in the manner specified in the Offer, in particular, by delivering the Goods in the number of parcels declared in the Offer, in accordance with the delivery method declared by the Seller;

c. for multi-item Offers, the Seller must offer to place as many Goods in a single parcel as possible and ship Goods sold in the Offers in the manner described above, unless, given the nature of the Goods or the type of agreement made with the Buyer, it is not possible or is excessively burdensome;

d. within the Offer the Seller must provide a delivery method for the Goods that corresponds to the type and properties of the Goods being sold;

e. the Seller must guarantee the appropriate quality of parcel packaging that is suitable for the contents of the parcel, in accordance with requirements of Terms & Conditions of the Carriers and in accordance with Section IV subparagraph 6.b of these Terms & Conditions;

f. the Seller must specify the Goods price for the Offer marked with the Allegro Smart! service icon so that it is not higher than the price of the same Goods offered by the same Seller on the Offer without the Allegro Smart! service icon;

g. the Seller must define and implement the returns policy for Goods by filling out the form available on Allegro at <https://na.allegro.pl/warunki-zwrotow> and assign it to the Seller's Offers; in such a case, Allegro.pl will provide the Buyer with the Goods return form as part of Allegro Smart! service. The Goods returns policy mentioned above should comply with the governing provisions of the law. The Buyer should be refunded through the Payment Operator.

h. the Seller must state the value of an available one-off delivery whose value must not exceed those set out in the table at <https://na.allegro.pl/allegro-smart-zasady-rozliczen> assuming that if the Buyer buys multiple Goods as part of the same or several Transactions with the same Seller, the delivery value, regardless of the delivery option, will not exceed 100 PLN or, if the Seller specifies 0 PLN as the value of the delivery option for payments in advance, assuming that the Goods from the Offer are delivered to a parcel locker (paczkomat) or a collection point, where the Seller does not guarantee a free Goods return on such Offers.

i. when ordering Goods shipments, the Seller must provide Carriers (automatically or manually) with an email address in the allegromail.pl domain assigned to the Transaction, in the unchanged two-part form (e.g. xxx+yyy@allegromail.pl) for all Transactions concluded by the Seller as part of Allegro Smart!.

j. in the case that the Buyer chooses Goods delivery options involving delivery from Poland, Germany, or the Czech Republic, France, the Netherlands guaranteeing the free return of the Goods, which shall

be returned at the sole expense of the Seller, who is obligated to provide, free of charge, a return label to the Buyer.

4. In particularly justified situations, Allegro.pl reserves the option to qualify the Seller for the Service conditionally, despite the Seller not meeting the conditions referred to in subsection 2 above, where the Seller uses an Account with a Business status, participates in the Allegro Brands Zone, VIP or Commercial Partner program under separate agreements, or offers Goods of recognized brands on Allegro which have been unavailable or difficult to obtain on Allegro before.

#### IV. Rights and obligations of Seller using the Service

1. Delivery methods available for Goods under the Service are offered under agreements concluded between Allegro.pl and the Carriers, where Allegro.pl is the sender within the meaning of Article 3 (10) of the Act of 23 November 2012 on the Postal Law.

2. The Carriers provide Goods delivery and related Additional Services. The Carriers are responsible, in particular, for the quality and punctuality of the Goods' delivery, and the number of parcel collection points made available by them. The list of current parcel collection points indicated by the Carriers and the Rules of service provision by the Carriers are available here: <https://allegro.pl/help/article/parcel-delivery-and-return-methods-in-allegro-smart-service-yVxeR8dWKCV>.

3. Considering the wording of paragraphs 1 and 2 above, Allegro.pl, to allow the Sellers to lodge complaints related to non-performance or improper performance of services provided by the Carriers, grants the power of attorney to the Sellers to take actual and legal actions related to representing Allegro.pl in complaints process related to services provided by Carriers as part of the Service. The power of attorney mentioned above in the preceding sentence shall be made available for downloading by the User in the Delivery Settings tab in the Seller's Account. Complaints concerning the services provided by the Carriers shall be considered in accordance with provisions of the terms and conditions for such services available at:

Regulamin Świadczenia Usług w Obrocie Krajowym DPD Polska sp. z o.o., Regulamin General Terms and Conditions of Service Provision by DPD Polska sp. z o.o. in Domestic Trade, General Terms and Conditions of Service Provision in International Trade, Detailed Terms and Conditions of Service Provision available at <https://www.dpd.com/pl/pl/moje-dpd/dokumenty-dpd-polska/>

Pocztex Service Terms and Conditions (Terms and Conditions of the provision of the Pocztex service in Poland and Appendix to the Terms and Conditions) available at [www.pocztex.pl](http://www.pocztex.pl)

Terms and Conditions of the Provision and Use of a Non-Universal Postal Service with the trade name: "Przesyłka firmowa eCommerce" ["eCommerce Business Parcel"] available at <https://allegro.pl/regulaminy/zasadywykonywania-i-korzystania-z-uslugi-pocztowej-niepowszechniej-pod-nazwa-handlowaprzesyłka-firmowa-ecommerce-vKYv9Bb1xi4>





General Terms and Conditions of Service Provision and Transport available at the website of UPS Polska Sp. z o.o. at <https://www.ups.com/pl/pl/help-center/legal-terms-conditions/tariff.page?>

General Terms and Conditions of the Provision of the Allegro 24/7 Parcel lockers InPost Service available at <https://inpost.pl/regulaminy>

subject to the subpar 4 below;

4. If Carriers reject complaints (complaint and an appeal against a complaint rejected by the Carrier) lodged by the Sellers with the Carriers as a result of a loss, damage of or shortage in the parcel, the Seller may, within 14 days of receiving the decision on the rejection, apply to Allegro.pl for the case to be re-considered by the Carrier.

5. In the cases referred to in paragraph 4 above, the Seller must provide Allegro.pl with documentation of all the circumstances related to the complaint and prove that the complaint has been rejected by the Carrier.

6. In order to properly use the Service, the Seller shall, after completing a Transaction:

a. immediately print the shipping label in the parcel shipping tool and affix the label to the parcel with the Goods to be delivered,

b. properly pack the Goods, adequately to the type and properties of the Goods being sent, and properly mark the parcel if necessary,

c. meet the Goods shipment dates specified by the Seller in the Offers eligible for the Service,

d. provide Allegro.pl with the parcel tracking number (in "My Allegro" or as part of "Allegro API") for at least 50% of the Transactions (parcel tracking),

e. when ordering Goods shipments, provide Carriers (automatically or manually) with an email address in the allegromail.pl domain assigned to the Transaction, in the unchanged two-part form (e.g. xxx+yyy@allegromail.pl) for at least 98% of all Transactions concluded by the Seller as part of Allegro Smart!.

7. It is forbidden for the Sellers to place Goods forbidden by governing provisions of the law in the parcels, including Goods prohibited by the Act on the Postal Law and governing provisions of the Universal Postal Union, or Goods specified in the Terms & Conditions of the Carriers (for a sample list of forbidden Goods <https://allegro.pl/help/article/allegro-smart-preparing-inpost-parcels-forbidden-items-MM5mAZ7klHB>). The Seller is fully liable to Allegro.pl for any damage caused to the Carriers in connection with parcels shipped in violation of these Terms & Conditions. If the Seller ships a parcel with contents as described above or if the Seller ships a parcel in faulty packaging ("Non-Standard Parcel"),



additional services will be necessary to minimize potential negative consequences related to shipping the parcel.

8. If a Non-Standard Parcel as referred to in paragraph 7 above is shipped, the Seller shall pay to Allegro.pl an additional fee for additional handling of such a parcel, at PLN 121.77 for the first Non-Standard Parcel shipped or PLN 1,228.77 for each additional Non-Standard Parcel shipped, in accordance with the rules laid down in Appendix No. 4 of the Allegro Terms & Conditions.

## V. Payments and settlements

1. The Seller shall make the following settlements in connection with the use of the delivery methods provided by the Suppliers and with the provision of the Additional Services:

a. with Allegro.pl, when using the delivery services provided by the Suppliers listed at <https://na.allegro.pl/allegro-smart-zasady-rozliczen> in accordance with the price list specified by Allegro.pl for such delivery methods, as described in Appendix No. 4 of the Allegro Terms & Conditions

b. with the Carriers, when using Additional Services listed at <https://allegro.pl/help/article/allegro-smart-inpost-additional-services-and-fees-WE7VAO7o9lq> (Table No. 1), in accordance with the Carrier's price list for such services;

c. with Allegro.pl, when using Additional Services listed at <https://allegro.pl/regulamin/en/appendix-4#part-v-deliveryand-additional-services-costs>, in accordance with Allegro.pl's price list for such services, as specified in Appendix No. 4 of the Allegro Terms & Conditions.

2. The fees referred to in sub-paragraph 1.b above shall be settled in the manner specified in separate agreements between the Seller and the Carriers, and, in the case referred to in sub-paragraphs 1.a and c above, in the manner specified in Appendix No. 4 of the Allegro Terms & Conditions.

3. If any additional costs are incurred in connection with the provision of services not described in these Terms & Conditions, the Seller shall pay for such costs to the Carrier, in accordance with the actual price list of the Carrier.

4. The invoices for the provision of Additional Services referred to in sub-paragraph 1.b above shall be issued and sent in the manner specified in separate agreements between the Seller and the Carriers, and, in the case referred to in sub-paragraph 1.c above, in the manner specified in Appendix No. 4 of the Allegro Terms & Conditions. Information on the detailed statement of fees for Additional Services referred to in sub-paragraph 1.c will be provided to the Seller in the Seller's Account settings.

5. Allegro.pl is obliged to make settlements with Sellers for using the delivery services provided by Deliverers as set out at <https://na.allegro.pl/allegro-smart-zasady-rozliczen>, in accordance with the terms of settlements contained on the web page in question assigned to those delivery methods.

## VI. Personal data

1. Allegro.pl is the personal data controller for Users and the Sellers with regard to offering the Allegro Smart! Service on the Website within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

2. In the scope related to the provision of the Service of delivering the Goods provided by the Carriers, the Carriers also are the controllers of the Sellers' personal data. The detailed principles pertaining to the processing of the Sellers' personal data by the Carriers in connection with the Service are described in the service Terms & Conditions of each Carrier.

3. The personal data processed by Allegro.pl include data relevant for the given type of the Account on the Website which include Allegro login, forenames and last names, address of residence or stay, Tax Identification Number, contact number, email address, tracking number, delivery address and return of Goods.

4. Personal data of the Sellers may be transferred to:

a. Carriers in order to ensure Allegro's accountability of fulfillment of obligations arising from contracts made with such Carriers;

b. Carriers — at the Seller's request — to refer questions or complaints regarding the services provided by the Carriers;

c. entities authorized to receive such data under applicable provisions of law, including competent law enforcement agencies.

5. Relevant provisions of Appendix No. 5 of the Allegro Terms & Conditions (Privacy Policy) shall apply to the matters not governed by this article.

## VII. Complaints

1. A User may lodge a complaint if the Service provided for by these Terms & Conditions is not provided by Allegro.pl or is provided improperly, in violation of these Terms & Conditions. The User may also lodge a complaint if the fees for Additional Services paid by the Seller directly to Allegro.pl are incorrectly charged.

2. Any complaints relating to the use of the Service or any Additional Services referred to in paragraph V.1.b. shall be dealt with by Allegro.pl within 14 (fourteen) days of a written complaint lodged by a User.

3. Complaints regarding Services or Additional Services referred to in paragraph V.1.b, may be lodged by post to Allegro.pl's address or in the electronic form via a contact form available at <https://na.allegro.pl/smart-formularz>

4. A User may contact Allegro with regard to the services provided under these Rules:

a. in writing to 60-166 Poznań, ul. Grunwaldzka 182;

b. via a contact form available at <https://na.allegro.pl/smart-formularz>.

5. Complaints regarding the manner of service provision by Carriers, including the manner of providing Additional Services, as referred to in sub-paragraph V.1.a and the fees charged by Carriers in connection with the provision of such services shall be considered by Carriers in accordance with the services Rules and conditions provided by the Carriers.

## VIII. End of service provision

1. The Seller may resign from the Allegro Smart! Service at any time, by sending a resignation to Allegro.pl, provided that the recommended method of terminating the agreement is using the contact form available at <https://na.allegro.pl/smart-formularz>

2. If these Terms & Conditions or the Allegro Terms & Conditions are violated, in particular, if the Seller:

a. takes any actions which adversely impact the security of Allegro operations or are detrimental to other Users or are intended to circumvent safeguards adopted by Allegro.pl or consist in the falsification of data as part of the Allegro Smart! Service,

b. fails to comply with provisions of the Terms & Conditions as referred to in Section III paragraphs 2 and 3 and in Section IV paragraph 6 and 7.

3. Allegro.pl may cease to provide the Service to the Seller and suspend the Seller's Account in the event of gross violations. Provisions of paragraph 8.4. of the Allegro Terms & Conditions shall apply accordingly.

## IX. Final Provisions

1. Allegro.pl reserves the right to modify, from time to time, the principles laid down in these Terms & Conditions in the case of promotional campaigns organized by Allegro or its business partners. Terms and conditions of promotional campaigns shall be identified each time in specific terms and conditions of promotional campaigns.

2. Headings (titles of paragraphs) in these Terms & Conditions are used for convenience only and shall not affect the interpretation of these Terms & Conditions.



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

4. Relevant provisions of the Allegro Terms & Conditions shall apply to the matters not governed by these Terms & Conditions.

# Appendix No. 13

## Appendix No. 13. Allegro Lokalnie

This appendix sets out the rules for using Allegro Lokalnie. Any matters not regulated by this appendix shall be governed by the Terms & Conditions.

### Section 1. Definitions

**Allegro Lokalnie** — a separate section of Allegro dedicated for the conduct of sales by Users of Regular Accounts and Business Accounts, including the associated functionalities, in particular: posting of Classifieds and entering into Transactions as part of Classifieds, which also enables Users to view Classifieds and supports local communities by allowing them to use the functionality of creating and supporting Fundraisers.

**Classified** — a simplified form of an Offer, created and functioning on Allegro Lokalnie as per Section 3 of this Appendix.

**Classifieds with the "Buy now" option** — a Classified ad with an option to make a Transaction on Allegro Lokalnie or Allegro, created and functioning as per Section 4 of this Appendix.

**Classifieds with Auction** — a Classified ad with an option to enter into a Transaction on Allegro Lokalnie or Allegro through the bidding procedure, created and functioning as per Section 4 of this Appendix.

**Fundraisers** — functionality that allows users to organize campaigns at Allegro Lokalnie to raise funds for a specific cause, as per Section 10 of this Appendix.

If terms defined in the Terms & Conditions, such as the Seller, the Buyer, or the Transaction, are used in this Appendix, they should be understood in the manner specific to Allegro Lokalnie, i.e. taking into account the separateness of Allegro Lokalnie and the rules applicable to it.

### Section 2. Using Allegro Lokalnie

2.1. The functionalities of Allegro Lokalnie related to sales, including the Classified creation functionality, shall be available to Users who have completed Full Registration (i.e. Users who use a Regular Account) and who are owners of a Business Account only if the Seller's registered office as set in the Account Settings is located in the European Union.

2.2. Users who have only completed simplified registration with Allegro may only do the following at Allegro Lokalnie:

a) view Classifieds,

b) acquire items offered through Classifieds with the „Buy now” option and Classifieds with Auction, and

c) use the Allegro Lokalnie functionalities that can be used for contacting the Seller within Allegro Lokalnie in order to determine the details of the purchase of the Goods from the Classified, except for Transactions as a part of Classifieds with the „Buy now” option or Classifieds with Auction where the Buyer will also be able to open a Discussion.

2.3. Users not registered with Allegro who use Allegro Lokalnie can only view Classifieds.

2.4. The Allegro Lokalnie functionality can be used within a separate section of Allegro, available under the following domain: [allegrolokalnie.pl](https://allegrolokalnie.pl) and is accessible from the Allegro homepage.

2.5. The Users of Allegro Lokalnie may use the Delivery Service on the terms provided for in Appendix No. 16a to the Allegro Terms & Conditions.

## Section 3. Classifieds

3.1. Both at Allegro and Allegro Lokalnie, Users of Regular Accounts or Business Accounts can create Offers in the form of Classifieds.

3.2. The Seller prepares the Classified and submits it to Allegro.pl for publication through the functionalities available on Allegro Lokalnie by selecting the appropriate option and filling out the appropriate form. The Seller submits a Classified for posting by completing the mandatory fields in the relevant form and approving the Classified. The non-mandatory fields in the form that have not been completed during the creation of a Classified may be completed after the Classified is posted.

3.3. Posted Classifieds can be edited.

3.4. Classifieds shall be published and visible on Allegro Lokalnie and Allegro.

3.5. Classifieds are classified ads (they have an informative nature), similarly to Offers available at Allegro, as referred to in paragraph 3.3. of the Terms & Conditions. In order to conclude a contract regarding the Goods from the Classified, Users make the necessary arrangements using the Allegro Lokalnie functionalities or based on their own arrangements, taking into account paragraph 6 of this Appendix.

3.6. The User may have simultaneously up to 200 Classifieds within its Regular Account or Business Account. The Classified will last, will remain active, until it is closed by the Seller.

3.7. Classifieds cannot be created and listed by using APIs (neither REST APIs nor WebAPIs).

3.8. The User who has created a Classified can terminate (delete) it at any time.

3.9. Classifieds cannot be created or posted as charity Offers. Any and all forms of social and charity activities within Allegro Lokalnie may only be pursued as per Section 10 below.

3.10. Allegro Lokalnie cannot be used to create and list Classifieds related to the following categories: "Services", "Investment Products", "Collectible Gold Coins" and under the subcategories "House Plans", "Prefabricated Homes", "Vacations", "Foreign for Sale", "Foreign for Rent", under the "Real Estate" category – Users can publish Offers on Allegro in these categories on the terms set out in the Terms & Conditions. In the case of the "Tickets" and "Live Animals" categories, Classifieds listed on Allegro through Business Accounts shall be published on the terms specified for Allegro, while those listed on Allegro Lokalnie through Regular Accounts on those specified for Allegro Lokalnie. The creation of Classifieds is also excluded for the Goods the sales of which require the creation of a Business Account pursuant to Appendix 1 to the Terms & Conditions, also via a Business Account.

3.11. Classifieds are divided into categories.

3.12. Classifieds shall not feature the 'warranty', 'returns', 'about seller', and 'complaint' tabs. The Seller may include this information in the Classified description. In the Classified:

- a) Goods do not have to be presented against a white, uniform background;
- b) the Seller's contact details may be displayed;
- c) the Classifieds shall not be governed by the provisions of the Terms & Conditions on multi-variant Offers;
- d) captions may be added to photos displayed in the Offer with the exception of promotional and classified ad content regarding activities conducted outside Allegro Lokalnie and taking into account the provisions of the Terms & Conditions concerning the content that violates the law, third-party rights and generally accepted ethical and moral standards.

3.13. Matters related to Classifieds not regulated by this Appendix shall be governed by the provisions on Offers of the Terms & Conditions.

3.14. Classifieds can only be used to sell Goods. Classifieds which offer exchange or donation of Goods or the conclusion of other types of contracts are excluded.

3.15. Multiple units of the same Goods can be sold through a single Classified.

3.16. In a single Regular Account or Business Account, it is possible to create and list the maximum total number of 10 Classifieds in the "Automotive" category on Allegro Lokalnie. For creating and listing Classifieds in the subcategories: "Cars", "Motorcycles and Quads", "Machinery", "Trailers, Semitrailers" and "Other Vehicles and Boats" in the "Automotive" category on Allegro Lokalnie, there shall be a fee charged according to Appendix 4 to the Terms & Conditions. In the case of Classifieds in these subcategories, the Classified auto-renewal option shall be enabled by default for the period of 90 days from the date of listing the Classified. Classifieds in the subcategories: "Cars", "Motorcycles and Quads", "Machinery", "Trailers, Semitrailers" and "Other Vehicles and Boats" in the "Automotive" category may be created in the following options with the following duration:



- a) "Lite" — the duration is one day (24 hours) from the listing time;
- b) "Turbo" — the duration is 10 days from the listing date;
- c) "Nitro" — the duration is 30 days from the listing date.

3.17. Subject to paragraph 3.10 above, the creation of Classifieds under the "Real Estate" category on Allegro Lokalnie shall be chargeable as per the rules set out in Appendix No. 4 to the Terms & Conditions. In the case of Classifieds in this category, the "auto-renewal of classified" option shall be enabled by default for a period of 90 days from the date when the Classified ad is listed.

3.18. The User can create a Classified ad within the "Real Estate" category under the following options:

- (a) "Basic" – displayed on Allegro Lokalnie for 30 days from the listing;
- (b) "Optimum" – displayed on Allegro Lokalnie and Allegro for 30 days from the listing.

3.19. Classifieds listed on Allegro Lokalnie shall be sorted by default by the listing date with the most recent ones at the top of the list. Classifieds displayed at Allegro shall be sorted by default randomly.

## Section 4. Classifieds with the „Buy now” option and Classifieds with Auction

4.1. Through its Regular Account or Business Account, the User can create Classifieds with the "Buy now" option.

4.2. Classifieds with the "Buy now" option can be created by selecting the appropriate option, especially at the time when the Classified is created or edited.

4.3. A Classified with the „Buy now” option shall function as a Classified, except as provided in this Section

4. The provisions on Classifieds shall apply accordingly.

4.4. A Classified with the „Buy now” option will be marked with the "Buy now" button.

4.5. The User may use its Regular Account or Business Account to create Classifieds with Auction by selecting the appropriate option, in particular, when creating or editing the Classified.

4.6. A Classified with Auction functions as a Classified, subject to the provisions of this Section 4. The provisions on Classifieds shall apply accordingly.

4.7. The following rules shall apply to Classifieds with Auction:

- a) the price set in the Classified with Auction is the starting price and is disclosed to all Users from the start;

b) the starting price may not be lower than PLN 1; the minimum increment amount shall be PLN 1; the first bid placed under a Classified ad with Auction must be at least equal to the starting price, however, it may not be lower than PLN 2;

c) bidding shall take place in real time, which means that a bid placed by the User in a given Auction becomes immediately visible to all Users and outbids them (their increment amounts) if it is the highest;

d) when a bidder joins the Auction during the last 60 seconds, the bidding is extended by 5 minutes;

e) the Seller may end the bidding before the Auction end time, in which case the transaction — conditional, on condition of making the payment to the Seller in accordance with this Appendix — within the Classified with Auction is made between the Seller and the User who placed the highest bid at the time when the Auction was closed;

f) announcements with Auction remain listed for 7 days, subject to (d) above.

4.8. The transaction — conditional, on condition of making the payment to the Seller in accordance with this Appendix — under a Classified with Auction is concluded upon the lapse of the bidding time, subject to the possibility of it being extended as per this Section 4, with the User who has placed the highest bid during the Auction.

4.9. Classifieds with Auction can only be used to list one unit of the Goods or one set of Goods.

4.10. "Buy now" and Auction cannot be combined under a single Classified.

4.11. Classifieds with the „Buy now” option and Classifieds with Auction shall be counted against the Classified ad limit referred to in paragraph 3.6 above.

4.12. The "Buy now" and Auction option cannot be removed from a Classified ad with a "Buy now" option and Classified ad with Auction respectively.

4.13. Subject to paragraph 3.10 above, only Classified can be published in the "Tickets", "Real Estate" category and in the subcategories: "Cars", "Motorcycles and quads", "Machines", "Trailers, semitrailers" and "Other vehicles and boats" in the "Automotive" on Allegro Lokalnie - Classified with the „Buy now" option and Classified with Auction may not be published in this category on Allegro Lokalnie.

## Section 5. Transactions made as part of Classifieds

5.1. Transactions concluded by the parties by them contacting each other in connection with a Classified are executed at the full discretion of the parties to the Transaction. For the avoidance of doubt, the parties may agree on the terms of the Transaction in any manner they choose, subject to applicable laws. The Seller should provide the delivery period if it is longer than 7 days from the Transaction conclusion date.

5.2. Transactions under Classifieds with the „Buy now” option shall be concluded at the following times:

a) when the price is paid using the payment methods specified in the second sentence of paragraph 5.7 of the Terms & Conditions: upon the payment of the purchase price by the Buyer; if the price is not paid for 5 days of the transaction date (where the time limit is calculated on an hourly basis, i.e., it expires 120 hours after clicking on the "Go to payment" button) — irrespective of the reason — no Transaction is concluded;

b) when the price is paid on the “cash on delivery” basis or upon the delivery, at the time when the delivery form is completed and approved.

5.3. Transactions under Classifieds with Auction shall be concluded at the following times:

a) when the price is paid using the methods specified in the second sentence of paragraph 5.7 of the Terms & Conditions: upon the payment of the purchase price by the Buyer; if the price is not paid for 5 days of the transaction date (where the time limit is calculated on an hourly basis, i.e. it expires 120 hours after clicking on the "Go to payment" button) — irrespective of the reason — no Transaction is concluded;

b) when the price is paid on the “cash on delivery” basis or upon the delivery, at the time when the delivery form is completed and approved.

5.4. Failure by the Buyer to make the payment within the timeframes specified above results in the termination of the sales contract, which until the deadlines indicated in paragraphs 5.2. and 5.3. above is concluded on a conditional basis. In the case referred to in the preceding sentence, a given Announcement will be automatically visible again on Allegro Lokalnie, unless the Seller resigns from such automatic re-listing by selecting the appropriate option in their Account, under My Allegro Lokalnie > My local sales > Orders from buyers, and My Allegro Lokalnie > My local sales > Closed announcements.

## Section 6. Communication between Users on Allegro Lokalnie

6.1. Subject to paragraph 6.2 below, within Allegro Lokalnie, Buyers and Sellers can communicate about a Classified or a Classified with the „Buy now” option or Classified with Auction using the Allegro Lokalnie functionality. The communication cannot be aimed at concluding the transaction regarding a Classified with the „Buy now” option or a Classified with Auction outside of Allegro Lokalnie; in such a case, Users should use other forms of Classifieds. Negotiations regarding the terms of transactions related to a Classified with the „Buy now” option or a Classified with Auction may be conducted only through dedicated Allegro Lokalnie tools in the chat.

6.2. Within the “Real Estate” category on Allegro Lokalnie, Buyers and Sellers can communicate with regard to Classifieds listed under the “Basic” and “Optimum” options via the Allegro Lokalnie functionality and by phone.



## Section 7. Allegro Lokalnie fees

The fees for the services provided on Allegro Lokalnie shall be calculated according to the rates and on terms and conditions set out in Appendix No. 4 "Fees and sales commissions" to the Terms & Conditions.

## Section 8. Reservations

8.1. A User who has completed his/her Registration may ask the Seller who has listed a Classified with the „Buy now” option to reserve the Goods. Upon the reservation, a Classified is no longer visible on the list of Classifieds. Reservation of only some of the offered Goods is possible, in which case the Classified with the „Buy now” option will be changed so that the "Buy now" option will be visible to other Users only for the unreserved Goods.

8.2. If by choosing the appropriate option the Seller accepts the User's request, as referred to in paragraph 1 above, the reservation is made. If the Seller consents to the reservation, the User for whom the reservation has been made should use the "Buy now" option and complete and confirm the delivery form within 12 hours of the time when the reservation request is accepted. If the "Buy now" option is not selected and the delivery form is not completed within the above timeframe, the reservation shall expire, and the Classified with the „Buy now” option shall become available to other Users again.

8.3. A User can make reservations under a maximum of 3 Classifieds with the „Buy now” option.

8.4. A User who has requested a Seller for a reservation may cancel the request and the reservation itself at any time.

## Section 9. Non-availability of certain services and functionalities within Allegro Lokalnie

9.1. The following services shall not be available on Allegro Lokalnie, in particular, upon the sale and purchase of Goods:

- Allegro Smart! service the services described in the Allegro Smart! Terms & Conditions,
- the service specified in the rules of the Allegro Rat service,
- the service specified in the Allegro Pay Terms & Conditions,
- Allegro Promotional Vouchers purchased under § 2(4) of the Coin Program Rules,
- the deferred payment service,
- Allegro.pl gift cards and coupons to be used in Allegro.

9.2. The Buyer Protection Program only covers Classifieds with the „Buy now” option and Classifieds with Auction — in both cases except for Transactions where payment is made on personal pick-up — and does not cover Classifieds other than Classifieds with the „Buy now” option and Classifieds with Auction.

9.3. Allegro Lokalnie does not provide shipment tracking functionalities.

9.4. As regards the promotion of Classifieds, use can only be made of the listing feature, whereby the said feature shall be effective, for 10 days for Classifieds with the “Buy now” option and for 7 days for Classifieds with Auction (feature available until the first bid is submitted in an Auction), except for the:

a) subcategories: “Cars”, “Motorcycles and Quads”, “Machinery”, “Trailers, ~~and~~ semi-trailers” and “Other Vehicles and Boats” in the “Automotive” category, for which the listing feature shall be available in the following options: “Lite” — 24 hours; “Turbo” — 10 days; “Nitro” — 30 days;

(b) the “Real Estate” category, where highlighting is available under the following options: “Basic” – for 30 days on Allegro Lokalnie, “Optimum” – for 30 days on Allegro and Allegro Lokalnie,

however, in the case of using the feature option already when the Announcement is posted, the feature use period shall end at the time (hour/minute) corresponding to the time of enabling the listing feature or at the time of closing the Classified. A listing feature purchased for a Classified that has ended ahead of time shall not pass on to a newly issued Classified. Offer features, except for the “Automotive” and “Real Estate” category A Feature will not be renewed automatically but can be renewed by the User who has created the respective Classified.

9.5. The Rating system shall be excluded from Allegro Lokalnie. The provisions of Section 11 of the Terms & Conditions do not apply to Allegro Lokalnie.

## Section 10. Fundraisers

10.1. Creating and supporting Fundraisers under Allegro Lokalnie is possible on the terms set out in this Section 10.

10.2. A Fundraiser can only be organized by the following:

a) an association within the meaning of the Associations Act of 7 April 1989 (consolidated version: Journal of Laws of 2019, item 713, as amended) or a foundation within the meaning of the Foundations Act of 6 April 1984 (consolidated version: Journal of Laws of 2018, item 1491, as amended), acting as a charity organization or an organization acting for the benefit of a local community, which has met all the following conditions: it registered a Business Account and then obtained the “Charity Organization” status for it, in particular, by successfully passing the verification procedure specified by Allegro.pl, and the said Account remains active;

b) a User who acts within a public benefit organization within the meaning of the Act on public benefit and volunteering activity of 24 April 2003 (consolidated text: Journal of Laws of 2012, No. 234, item 1536,

as amended), a charity organization or an organization acting for the benefit of a local community specified, in particular, in (a) above, who has a Regular Account, and who has also submitted the relevant documents, as indicated upon the creation of the Fundraiser, which confirm that the User acts as part of the organization;

c) a User who acts as the headmaster of a school, who has a Regular Account, and who has also submitted the relevant documents, as indicated upon the creation of the Fundraiser, which confirm his/her function;

d) a User who is a representative of a parent board or is a teacher active within a school, registered with a Regular Account, and who has also submitted the relevant documents, as indicated upon the creation of the Fundraiser, which confirm his/her function.

Within the meaning of the Terms & Conditions, the term 'school' includes public and private primary schools, secondary schools, art schools, and kindergartens.

10.3. Fundraisers may only be created by the entities specified in paragraph 10.2 above. Fundraisers are created by using the appropriate Allegro Lokalnie functionalities. In order to create a Fundraiser, an authorized User must:

a) provide Allegro.pl with the documents required for the respective category of Users, as defined in paragraph 10.2. of this Appendix, confirming that the User belongs to the category of persons referred to in sub-paragraphs 10.2.(b), (c) or (d), as well as obtain confirmation of positive verification of the documents in question from Allegro.pl;

b) name the beneficiary of the Fundraiser, i.e. the entity that will receive funds raised through the Fundraiser completed as per Section 10 of this Appendix;

c) state the bank account to which funds from the Fundraiser completed as per Section 10 of this Appendix and the documents confirming that the bank account in question belongs to the Fundraiser beneficiary;

d) state the purpose of the Fundraiser;

e) state the duration of the Fundraiser, however, not longer than 6 months;

f) state the amount to be raised, however, not higher than PLN 5,000 (say: five thousand zlotys).

The Fundraiser begins, becomes visible to Users, upon the positive verification by Allegro.pl of the documents referred to in (a) above. A Fundraiser is completed when:

a. the amount to be raised during the Fundraiser has been raised;

b. after the end of the Fundraiser period, the entity that organized the Fundraiser declares that the funds raised during the Fundraiser by that time are sufficient to achieve the purpose of the Fundraiser;

c. after the end of the Fundraiser period, the entity that organized the Fundraiser donates the funds raised during the Fundraiser to a different Fundraiser in progress from the same category or from the category which is the closest to that category.

10.4. The cause for which money is raised through a Fundraiser can only relate to:

1) social assistance, including assistance to families and people in difficult life situations, and providing equal opportunities for such families and people;

2) supporting the family and foster care system;

3) charity activities;

4) upholding and popularizing the national tradition, cultivating Polish culture, and raising national, civic, and cultural awareness;

5) activities for national and ethnic minorities and a regional language;

6) health protection and promotion, including medical activities within the meaning of the Medical Activities Act of 15 April 2011 (Journal of Laws of 2018, items 2190 and 2219);

7) activities for the benefit of the disabled;

8) activities promoting the equal rights of women and men;

9) activities for retired persons;

10) activities supporting the development of technology, inventiveness, and innovation, as well as dissemination and implementation of new technical solutions into business practice;

11) activities supporting the development of local communities;

12) science, higher education, education, pedagogy, and upbringing;

13) activities for children and youth, including leisure for children and youth;

14) culture, art, protection of cultural assets and national heritage;

15) supporting and disseminating physical education;

16) ecology, protection of animals, and conservation of natural heritage;

17) tourism and regional and cultural education;

18) public order and security;

19) rescue and civil protection;

20) aid to victims of disasters, natural disasters, armed conflicts, and wars in Poland and abroad;

21) promotion and organization of volunteering;

22) activities for veterans and repressed persons;

23) activities for veterans and victim veterans within the meaning of the Act of 19 August 2011 on foreign operation veterans (Journal of Laws of 2018, items 937 and 2018);

24) activities for the family, motherhood, parenthood, promotion, and protection of children's rights;

25) revitalization;

whereby, for the avoidance of doubts, it is hereby noted that the pursuit of the above causes cannot involve activities and organization of Fundraisers that contravene the provisions of law, good practices, infringe upon the rights of third parties or commonly accepted social norms, and those that propagate fascism or other totalitarian political system or incite hatred on the basis of nationality, ethnic origin, race or religious beliefs or lack thereof. Allegro.pl may also refuse to organize a Fundraiser and terminate a Fundraiser already in progress in the event of the violation by it of third-party rights or the image or good reputation of Allegro.pl or a Fundraiser which may adversely affect this image and a Fundraiser which raises reasonable doubts as to its compliance with law or for which there is a likelihood of fraud.

10.5. A Fundraiser shall be visible to all Users.

10.6. The Fundraisers' beneficiaries may include respectively:

a) For Fundraisers specified in sub-paragraph 10.2.a) hereof — an entity referred to in sub-paragraph 10.2.a) hereof;

b) For Fundraisers specified in sub-paragraph 10.2.b) hereof — an entity within which the User operates;

c) For Fundraisers specified in sub-paragraphs 10.2.c) and 10.2.d) hereof — an entity that is a holder of the account of a parent board;

whereby the Fundraiser's beneficiary, based on the representations with which Allegro.pl has been provided, commits to use the funds collected in accordance with the purpose and a description of the Fundraiser, and also to transfer the funds to a relevant entity (the Fundraiser's ultimate beneficiary).



10.7. A Fundraiser can be set up for a definite period of time, not longer than six months. The maximum amount that can be raised through a Fundraiser is PLN 5,000 (say: five thousand zlotys).

10.8. The money raised through a Fundraiser shall be allocated for the cause specified for the Fundraiser — the amount shall be transferred to the bank account stated by the User who has created the Fundraiser — on condition of raising the full amount specified for the Fundraiser in the period for which the Fundraiser was organized or upon the lapse of the Fundraiser period, provided that the User who/which is the Fundraiser organizer makes a statement that the funds raised by that time as part of the Fundraiser are sufficient to achieve the purpose of the Fundraiser. If the amount is not raised within the time allotted for the Fundraiser and the Fundraiser organizer fails to make the statement referred to in the preceding sentence, the Fundraiser organizer must indicate a different Fundraiser from the same category in the vicinity for which the amount raised already is the closest to the amount to be raised as part of this Fundraiser. If no such Fundraiser is indicated, the funds shall be transferred to a randomly selected Fundraiser from the same category or from the closest category. If the amount raised for the Fundraiser is exceeded, the surplus funds shall be transferred to the same account as indicated by the organizer for payments of the funds out of the Fundraiser.

10.9. Allegro.pl does not charge any fees for providing and supporting the Fundraiser functionalities.

10.10. Allegro.pl shall verify the Fundraiser, and particularly the account to which the funds raised through the Fundraiser are to be transferred, only by verifying the documents referred to in sub-paragraph 10.3(c).

10.11. As regards the payments and collection and transfer of raised funds, Fundraisers are supported by PayU S.A. with its registered office in Poznań, on the terms set out in Appendix 7A to the Terms & Conditions, and, on a supplementary basis, in this Appendix. Fundraisers may be supported only if the payment methods supported by PayU S.A. with its registered office in Poznań are used for the Transaction.

10.12. The Seller may donate the entire or a portion of the Goods Price received from a Classified ad with the „Buy now” option and Classified with Auction to a Fundraiser of his/her choice, except for the following categories: “Health and beauty”: “Erotica”, “Natural medicine”, “Dietary supplements”; “Automotive”: “Cars”, “Motorcycles and Quads”, “Machinery”, “Trailers, semi-trailers”, “Other Vehicles and Boats”; “Sports and Travel”: “Military supplies”: “ASG”, “Air Guns”; “Culture and Entertainment”: “Tickets”, “Coupons, Vouchers”. The Seller shall indicate the Fundraiser when creating the Classified with the „Buy now” option or Classified with Auction, respectively. The amount shall be transferred to the Fundraiser at the time of the payment for the Transaction related to the Classified with the „Buy now” option or the Classified with Auction for which the Seller has decided to donate the entire or a portion of the price to a given Fundraiser, subject to the terms set out below. The Seller may not change the supported Fundraiser through editing the Classified with the „Buy now” option or Classified with Auction. If the Fundraiser chosen by the Seller ends before the conclusion of the Transaction under the respective Classified with the „Buy now” option or Classified with Auction, the entire price paid will be transferred



to the Seller and a fee will be charged on the transaction in accordance with Appendix No. 4, Part IV A. Allegro Lokalnie Fees, clause 1. In the event of a surplus over the amount to be raised, paragraph 10.8 shall apply *mutatis mutandis*.

10.13. Funds donated by the User shall be transferred first to the Fundraiser selected by the User. When the Fundraiser does not end with the raising of the full amount of the Fundraiser within the period for which the Fundraiser has been created, the Fundraiser organizer may declare that the funds raised for the Fundraiser by that time are sufficient to achieve the purpose of the Fundraiser — in this case, funds from the Fundraiser shall be transferred to the account indicated by the Fundraiser organizer; if the organizer fails to submit the said declaration, the Fundraiser shall be extended automatically once by 3 months.

After the end of the Fundraiser period, including the extended period, when the Fundraiser does not end with the raising of the amount specified for the Fundraiser, the entity that organized the Fundraiser shall declare that the funds raised during the Fundraiser by that time are sufficient to achieve the purpose of the Fundraiser — in this case, funds from the Fundraiser shall be transferred to the account indicated by the Fundraiser organizer. In the absence of or refusal to make the declaration referred to in the preceding sentence, the entity organizing the Fundraiser shall transfer, through Allegro Lokalnie, the funds raised for the Fundraiser to a different Fundraiser in progress from the same category or from the category which is the closest to that category.

10.14. If the second Fundraiser also fails and the Fundraiser organizer is not able to achieve the purpose of the Fundraiser with a smaller amount, the funds donated by the User will be transferred to the next Fundraisers from the same category of Fundraisers.

10.15. By donating funds to a Fundraiser selected by the User, the User consents to the transfer of funds from a failed Fundraiser to other Fundraisers, as per paragraphs 10.13-10.14 above.

10.16. The role of Allegro.pl is limited to providing Users with a tool enabling them to create Fundraisers on the terms set out in the Terms & Conditions. Users have full discretion in respect of their decision to support a specific Fundraiser. Before making a decision to support a Fundraiser, the User should always carefully read all the information regarding the Fundraiser. Users make decisions to support Fundraisers at their own risk and responsibility.

10.17. Allegro.pl is not responsible for the actions or omissions of Fundraiser organizers, who act independently of Allegro.pl when creating Fundraisers. Verification by Allegro.pl is limited to making sure that the Fundraiser satisfies the formal requirements set out in the Terms & Conditions. Furthermore, Allegro.pl does not guarantee that a Fundraiser will be successful.

10.18. If the User decides to support a Fundraiser on the terms set out in the Terms & Conditions, this shall be tantamount to entrusting funds intended for the Fundraiser to the entity that runs the

Fundraiser in order for the funds to be donated to the selected Fundraiser based on the instruction from the User who supports the Fundraiser and on the terms set out in the Terms & Conditions.

10.19. From the moment a Fundraiser is created, PayU S.A. will maintain a settlement tool for the entity that runs the Fundraiser, on which funds donated to the Fundraiser will be collected. The entity that has created a Fundraiser and that has been entrusted by Users with funds for the Fundraiser shall allocate the funds exclusively to Fundraisers, as instructed by Users, which shall only be done through the Allegro Lokalnie functionality designed for Fundraisers. The funds collected on the settlement tool will be distributed in accordance with the Users' instructions with no need for the entity that has set up the Fundraiser to take any action. The entity creating the Fundraiser gives the consent referred to in this paragraph 10.19 when creating the Fundraiser.

10.20. Given the adopted technical solutions and the temporary allocation of the funds to the settlement tool of the User organizing the Fundraiser, there is a risk that the funds deposited in that settlement tool may be seized by enforcement authorities as part of enforcement proceedings instituted against the User. When organizing a Fundraiser, the User represents that no enforcement proceedings are pending against them and that there are no impediments or circumstances which could threaten the correct organization and running of the Fundraiser, including the funds raised as part thereof. Where the funds have been lost for reasons attributable to the User, the User shall commit to reimbursing Allegro.pl for them without undue delay.

10.21. Where a Fundraiser features an image, the User represents and warrants that they are authorized to use the image and that they have obtained any required third party consents to use the said image, and that the use thereof as part of the Fundraiser will not infringe any third-party rights. The image must be linked with the purpose of a given Fundraiser and it may not contain any illegal or offensive content or content contrary to the generally applicable customs and standards of social conduct. Allegro.pl reserves the right to remove the images which, in the company's opinion, violate the provisions of this paragraph 10.21.

## Section 11. Privacy policy — Fundraisers

Allegro.pl is the personal data controller for the Users organizing Fundraisers within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

Personal data processed by Allegro.pl in connection with the provision of services as part of Allegro Lokalnie include the following:

1) The personal data of the Users and entities organizing Fundraisers, also the User identification data provided as part of the Allegro account registration which may include the User's first and last name, email address, login, contact number, and mailing address. Additionally, the User's personal data

concerning the User's employment with or activity within the entity organizing the Fundraiser (the function and title).

2) The personal data of the entities' representatives confirming the title or function of the User organizing the Fundraiser within the entity providing the said confirmation, including the representative's first and last name and function or title.

3) The personal data of the Fundraisers' beneficiaries: their first and last name, address, and bank account number.

4) The personal data of the Users viewing the Fundraisers: their address details (only if the User has not objected thereto).

5) The personal data of the Users participating in the Fundraisers: the User identification data provided as part of the Allegro account registration which may include the User's first and last name, email address, login, and mailing address.

6) The personal data of the persons being the ultimate beneficiaries of the Fundraiser: the information provided in the description of the Fundraiser, particularly their first and last name, image, and information about their health condition.

#### Allegro.pl's use of the collected data

1. The personal data of the Users and entities organizing the Fundraisers shall be processed in connection with organizing, running, presenting, summarizing, and supporting the Fundraiser, also for the purpose of handling the Fundraiser, and particularly for the purpose of organizing and managing the Fundraiser, making payments towards the Fundraiser, sending Fundraiser-related notifications, verifying the User's authorization to organize the Fundraiser pursuant to the Terms & Conditions.

2. The personal data of the entities' representatives providing confirmation of a given User's authorization to start the Fundraiser or the User's activity within the entity shall be processed for the purpose of confirming that the User is employed in a given capacity or performs a given function.

3. The personal data of the Fundraisers' beneficiaries shall be processed for the purpose of organizing, running, presenting, and supporting the Fundraisers and disclosing them to the Users and entities organizing the Fundraisers, for the purpose of confirming that the funds paid towards the Fundraiser have been transferred to a given beneficiary and that the User has made a payment towards a given Fundraiser as part of Allegro Lokalnie.

4. Allegro.pl shall process the personal data of the Users interested and participating in the Fundraisers to enable participation in the Fundraiser and its organization. Additionally, provided that



the User has not objected thereto, the address details shall be processed to present the Fundraisers in the User's location (vicinity).

5. The personal data of the persons being the ultimate beneficiaries of the Fundraiser shall be processed for the purpose of organizing, running, and presenting the Fundraiser.

#### Data retention period

The personal data of the entities' representatives confirming the title or function of the User organizing the Fundraiser shall be retained for 6 years counting from the first day of the year following the year in which PayU has terminated its trade relationship with the User.

All matters not stipulated herein shall be governed by the provisions of Appendix No. 5. Privacy Protection Policy.

## Appendix No. 14

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

#### I. GENERAL PROVISIONS

##### Section 1. DEFINITIONS

Terms used in this document shall be construed to mean as follows:

**Pharmaceutical Law Act** — the Polish Act of 6 September 2001 — Pharmaceutical Law, in its present wording.

**Minister of Health's Regulation** — the Regulation of the Polish Minister of Health of 26 March 2015 on the mail order sales of medicinal products.

**Agreement** — an agreement providing for the principles of making Mail Order Sales by the Seller using the Individual Website, entered into by the Seller and Allegro.pl.

**General Terms & Conditions** — these General Terms & Conditions of the Cooperation Related to the Mail Order Sales of Medicinal Products.

**Sales Establishment** — a public pharmacy within the meaning of the Pharmaceutical Law Act operated by the Seller pursuant to a competent authority's authorization, from which the Seller intends to make Mail Order Sales in their Account.

**Authorization** — an authorization to operate the Sales Establishment issued by a competent authority.

**National Register** — the National Register of Authorizations to Operate Public Pharmacies, Dispensaries and the Register of Authorizations Issued to Operate Hospital Pharmacies and Company Pharmacies, available at <https://rejestrmedyczne.ezdrowie.gov.pl/ra/search/public>

**Product** — a medicinal product, a medical device, or other product authorized for sale in public pharmacies in accordance with Article 86.8 in connection with Article 72.5 of the Pharmaceutical Law Act, offered in the Sales Establishment's Offer.

**Sales Establishment's Offer** — a proposal to conclude a contract of sales for a Product under the terms provided for by the Seller, including, in particular, the price and a description of the Product offered, using and via the Individual Website.



**Order Form** — an electronic form available to the User on their Individual Website displayed to the Buyer upon selecting the Sales Establishment's Offer, containing data specified by law, in particular, § 2.2 of the Minister of Health's Regulation.

**Individual Website** — a website for the Sales Establishment in the allegro.pl domain with a unique address assigned to the Account, on which the Sales Establishment's Offers will be posted.

**Mail Order Sales** — mail order sales of medicinal products within the meaning of Article 2.37aa of the Pharmaceutical Law Act and of other Products made by the Sales Establishment on the Individual Website.

## Section 2. THE SUBJECT OF THE COOPERATION

### 2.1.

Allegro.pl shall provide the Seller with IT tools to make Mail Order Sales, including the Individual Website on which Offers will be posted, on the terms provided for in these General Terms & Conditions and, within the scope referred to in paragraph 2.2 below, also in the Terms & Conditions.

### 2.2.

The Agreement and the General Terms & Conditions shall be the basic source of the mutual rights and obligations of Allegro.pl and the Seller. The Terms & Conditions shall apply to the mutual rights and obligations of Allegro.pl and the Seller only to the matters not governed by the Agreement and the General Terms & Conditions. In the event of a conflict between the General Terms & Conditions and the Terms & Conditions, the General Terms & Conditions shall prevail in the relations between Allegro.pl and the Seller. With respect to the relation between Allegro.pl and the Seller, the Parties shall completely exclude the application of the following clauses of and appendices to the Terms & Conditions:

Appendix No. 6

Appendix No. 12

### 2.3.

The Seller shall make Mail Order Sales in the Sales Establishment's Account on the Individual Website according to the principles stipulated in the General Terms & Conditions and in the Agreement.

### 2.4.

The Seller acknowledges that the functionality of the Sales Establishment's Account shall be limited to order placing, order processing, and payment processing features. For the Accounts referred to in the preceding sentence, the following functionalities and services shall be disabled:



a. promoting and advertising the Sales Establishment or the Sales Establishment's Offers;

b. Allegro Smart!

c. the possibility of posting the Sales Establishment's Offers for bidding;

d. the possibility of posting Charity Offers.

2.5.

Allegro.pl shall prevent Transactions as part of the Sales Establishment's Offers concerning medicinal products (OTC medicines) with Users of Junior Accounts.

2.6.

In the Sales Establishment's Account, Allegro.pl shall not provide to the Seller any services other than the services expressly listed in the General Terms & Conditions, the Agreement, and the Terms & Conditions, in particular, it shall not provide financing, security, or advertising services to the Sales Establishment, or any intermediation services related to the execution of third-party service agreements.

### Section 3. REGISTERING A PHARMACY'S ACCOUNT

3.1.

The Seller shall Register an Account for the Sales Establishment using the respective registration form filled in by the Seller in accordance with facts and the legal status and on the basis of copies of documents submitted by them and confirming their business data.

The registration form must include at least the following data:

a. the Seller's business name, address, and registered office, and if the Seller is a natural person conducting a business activity, the address of their place of business;

b. the Sales Establishment's address;

c. the Sales Establishment's name, if any;

d. contact number, fax number, and email address.

3.2.

Upon the verification of the completed registration form by Allegro.pl, a message shall be sent to the email address provided in it, which, in the case of the positive outcome of the verification, shall contain the Agreement. Upon the Seller's approval of the content of the Agreement by responding to the



message referred to in the preceding sentence, the Seller shall be sent to their email address the information on the execution of the Agreement with the address of the Individual Website and other information required by law.

### 3.3.

The Sales Establishment shall declare its intention to make Mail Order Sales according to the procedure referred to in Article 68.3c of the Pharmaceutical Law Act indicating the address of the Individual Website as the address of the website on which the Sales Establishment will make the Mail Order Sales of medicinal products. If prior to the establishment of the cooperation with Allegro.pl, the Seller declared their intention to make mail order sales of medicinal products indicating the address of a different website, the Seller shall update their declaration indicating the address of the Individual Website as the address of the website on which the Sales Establishment makes the Mail Order Sales.

### 3.4.

Upon the execution of the Agreement: a. the Seller shall be able to make the Mail Order Sales at Allegro on the principles stipulated in the General Terms & Conditions and the Agreement; b. the Sales Establishment's Offers shall be marked for all visitors at Allegro as "from a Pharmacy" offer.

### 3.5.

During the Registration of the Sales Establishment's Account and later use of Allegro, the Seller shall provide the required and true data and information and also make true statements. The Seller should update on an ongoing basis the data in the settings after logging in to the Sales Establishment's Account. The Seller may not delete the data provided in the settings of the Sales Establishment's Account after its Registration.

### 3.6.

In the case of the Registration of more than one Account by the same Seller to make Mail Order Sales by each subsequent Sales Establishment, a separate Agreement must be concluded.

### 3.7.

The Registration by the same Seller of an Account other than the Sales Establishment's Account shall be possible on general principles provided for in the Terms & Conditions. In this case, however, the sales of Products shall be permitted only in the Sales Establishment's Account and the Seller must ensure that Users are not redirected from Offers in the other Account to the Sales Establishment's Account and the content of such Offers may not otherwise refer to business activities carried out in this Account.

### 3.8.



The Seller may not use the Sales Establishment's Account to carry out activities that violate the Agreement, the General Terms & Conditions, or the Terms & Conditions.

3.9.

The Seller may not make the Sales Establishment's Account available to other persons, except for making it available to persons duly authorized by them to act on their behalf.

## II. INDIVIDUAL WEBSITE

### Section 4. Using the Individual Website

4.1.

Upon the execution of the Agreement referred to in paragraph 3.2. above, Allegro.pl shall inform the Seller about the address of the Individual Website to make the Mail Order Sales on the terms provided for in the General Terms & Conditions and the Agreement.

4.2.

The Seller shall have the right to use the Individual Website, in particular, to post the Sales Establishment's Offers on it.

4.3.

Allegro.pl may not interfere in the content, appearance, graphic layout, type of Products listed, except for the cases described in these General Terms & Conditions and the Terms & Conditions.

4.4.

The Sales Establishment's Offers posted on the Individual Website shall contain the following elements required by law for the website on which mail order sales of medicinal products are made, i.e.:

- a. the Seller's name and registered office;
- b. the Sales Establishment's address;
- c. the authority that issued the Authorization with the Authorization number;
- d. contact details of the competent Voivodeship Pharmaceutical Inspector, including at a minimum the name of the office, the office address, email address, phone or fax number;
- e. clearly visible joint "green cross" logo containing a hyperlink to the record referring to a specific pharmacy in the list of pharmacies selling products by mail order <http://ra.rejestrymedyczne.csioz.gov.pl/layouts/15/ra/InternetPharmacies.aspx>,

f. the reference to the information available at <https://www.gif.gov.pl/bip/internetowa-sprzedaz-le/415,Internetowa-sprzedazlekow.html>,

g. the reference to the National Register; h. the link to the Authorization in the PDF format.

4.5.

The Seller shall be responsible for the content of the Individual Website published by them.

4.6.

The rights under the Agreement, including the rights to the Individual Website, may not be transferred, with the provision that with the consent of Allegro.pl, such rights may be transferred in the event of issuing the decision to assign the Authorization pursuant to Article 104a of the Pharmaceutical Law Act to the entity that has acquired the Sales Establishment, if all the following conditions are met:

a. The entity that has acquired the Sales Establishment must present a copy of the final administrative decision referred to in Article 104a.1 of the Pharmaceutical Law Act;

b. The entry in the National Register regarding the designation of the entity making mail order sales of medicinal products in the Sales Establishment is updated by indicating the entity that has acquired the Sales Establishment.

## Section 5. THE SALES ESTABLISHMENT'S OFFERS

5.1.

Only a sales contract with the Buy Now option may be concluded in the Sales Establishment's Offer. The Sales Establishment's Offer may be for one or more units of a Product.

5.2.

The sales of Products in the Sales Establishment's Account should be related only to the business activity consisting of the Mail Order Sales in the Sales Establishment. Goods that are not Products may not be sold in the Sales Establishment's Account.

5.3.

In the Sales Establishment's Account, the Seller may not offer Products the trade in which violates applicable laws, in particular:

a. Products recalled or suspended;

b. Products past their expiry dates;

- c. Products not legally marketed in the Republic of Poland;
- d. non-original Products (the so-called “counterfeit products”), including falsified medicinal products within the meaning of Article 2.38 of the Pharmaceutical Law Act;
- e. Products the trading of which infringes third-party rights (in particular copyrights and other intellectual property rights) and the listing of which may be considered as infringing good practice;
- f. Products included in the list of medicinal products, foodstuffs intended for particular nutritional uses, and medical devices that may become unavailable on the territory of the Republic of Poland referred to in Article 37av.14 of the Pharmaceutical Law Act.

#### 5.4.

Notwithstanding the provisions of paragraph 5.3., the following may not be offered:

- a. narcotic drugs, psychotropic substances, intoxicating substances;
- b. Products prescribed by physicians;
- c. Products that may be issued to patients who reach a certain prescribed age;
- d. Products reimbursable under the Polish Act of 12 May 2011 on the reimbursement of medicines, foodstuffs for particular nutritional uses and medical devices;
- e. Products in opened, tampered with, damaged, or non-original packaging;
- f. Used Products;
- g. medicinal products purchased from an entity other than a pharmaceutical wholesale company;
- h. pharmaceutical raw materials;
- i. medical devices containing software that violates the manufacturer’s license, as a test version, freeware, shareware, abandonware.

#### 5.5.

In the Sales Establishment’s Account, the Seller may not offer medicinal products as additional free products (“freebies”) to Products.

#### 5.6.

A Sales Establishment’s Offer shall be listed by filling in the offer listing form available in their Account on Allegro, thus specifying all terms of the Transaction.

5.7.

The offer listing form referred to in paragraph 5.6. above shall contain at least the following information:

- a. the Seller's name and registered office;
- b. the Sales Establishment's address;
- c. the authority that issued the Authorization and the Authorization number;
- d. the Product price;
- e. the payment method;
- f. shipping costs and the delivery date and method;
- g. costs of the use of means of remote communications if they are calculated otherwise than according to the standard tariff;
- h. the date until which the Sales Establishment's Offer is binding;
- i. non-application of the Polish Consumer Rights Act of 30 May 2014 (item 827 in the Journal of Laws) in accordance with Article 3.1.7 of this Act;
- j. the possibility of returning a medicinal product only in the cases referred to in Article 96.6 of the Pharmaceutical Law Act.

5.8.

In order to create the description of the Sales Establishment's Offer concerning a medicinal product, the Sales Establishment shall fill in the offer listing form available on the relevant Allegro page, providing the following information:

- a. the Offer title containing at least the Product proper name;
- b. the Product description containing at least the full Product proper name, its generic (international) name, dose, packaging size, pharmaceutical form;
- c. the category in which the Product is listed;
- d. the Product price;
- e. the payment method;
- f. shipping costs and the delivery date and method;

g. costs of the use of means of remote communications if they are calculated otherwise than according to the standard tariff;

h. the date until which the Offer is binding;

i. non-application of the Polish Consumer Rights Act of 30 May 2014 (item 827 in the Journal of Laws) in accordance with Article 3.1.7 of this Act;

j. in the case of a medicinal product — the possibility of returning it only in the cases referred to in Article 96.6 of the Pharmaceutical Law Act;

k. the Sales Establishment's name and registered office;

l. the Sales Establishment's address; m. the authority that issued the Authorization and the Authorization number.

5.9.

The Sales Establishment's Offers shall be posted on the Individual Website and in Allegro resources available to Users. The description of the Sales Establishment's Offer should be supplemented with at least one image presenting the Product on offer.

5.10.

The Seller shall accept payments from Buyers for Transactions, made using the payment methods available at Allegro. The Buyer's payment, depending on the payment method selected by them, shall be processed under the conditions set forth in Appendix No. 7A or Appendix No. 7B to the Terms & Conditions.

5.11.

The use of additional options in the Sales Establishment's Account to distinguish the Sales Establishment's Offer from other Offers shall be prohibited.

5.12

The description of the Sales Establishment's Offer may not include content being an advertisement of the medicinal product or of the Sales Establishment.

5.13.

The Sales Establishment's Offer concerning a medicinal product should be posted in the "OTC drugs" category and in the sub-category corresponding to the specific nature of a particular medicinal product.

5.14.

Relevant provisions of Appendix No. 2 of the Allegro Terms & Conditions (Rules on Creating Offer descriptions) shall apply to the matters not governed by this article.

## Section 6. THE COURSE OF THE TRANSACTION

### 6.1.

Upon the acceptance of the Product Offer terms, the Buyer shall fill in the Order Form on the page of this Offer and confirm their choice. Upon the confirmation of the choice, the completed Order Form shall be displayed to the Buyer and sent to the email address assigned to their Account.

### 6.2.

The confirmation of entering into an agreement between the Buyer and the Seller in the form of the Order Form shall be sent automatically by email (or alternatively by other means of electronic communications) and shall be for information purposes only. In the email referred to in the previous sentence, the parties to the agreement shall receive the following data (as currently appearing in their Account settings):

- a. the Sales Establishment's name, address, contact number;
- b. the Authorization number;
- c. the Buyer's data: the first and last name or the business name and address, the email address, the contact number;
- d. the recipient's data: the first and last name or the business name and address, the contact number — if not the same as for the Buyer;
- e. the ordered Product data: its name, dose, packaging size, pharmaceutical form, number of packages; the order number and date, the first and last name of the person accepting the order on behalf of the Sales Establishment.

## Section 7. FEES

### 7.1.

Amounts of fees for posting the Sales Establishment's Offers, the terms of collecting them, the method of their calculation, and the terms of issuing and sending invoices are provided in Appendix No. 4 to the Terms & Conditions (Fees and sales commissions).

### 7.2.



In the case of the Sales Establishment's Offers concerning medicinal products (OTC drugs), no sales commissions shall be charged on the sales of Goods.

## Section 8. OTHER OBLIGATIONS OF USERS

The Seller shall keep their own records of orders processed in the Sales Establishment's Account as per the requirements of Article 68.3g of the Pharmaceutical Law Act.

## III. MISCELLANEOUS

1. Headings (titles of particular articles) herein have been added for convenience only and shall not affect the interpretation of the Terms & Conditions.
2. If any provision hereof is held invalid by a final and absolute judgment of the common court, the remaining provisions shall remain in full force and effect.
3. Relevant provisions of the Allegro Terms & Conditions shall apply to the matters not governed by these Terms & Conditions.



# Appendix No. 15

## Appendix No. 15. Allegro Community

This appendix sets out the rules for using the Allegro Community. Any matters not regulated by this Appendix shall be governed by the Terms & Conditions.

### Section 1. Definitions

All terms used in this Community Terms & Conditions in capital letters shall have the same meaning as given to them in the Terms & Conditions unless expressly stated otherwise in this document.

**Community** — a separate part of Allegro, designed for submitting ideas, conducting talks and discussions related to the Allegro platform and brand, available at [spolecznosc.allegro.pl](https://spolecznosc.allegro.pl), and operated by Allegro.pl.

**Community Account** — a site within the Community that is made available to a given User after prior registration and logging in, through which the User can submit and present Community Posts visible to other Users and persons who are not logged in. Through the Community Account, Users submit and manage Posts as well as other features related to their participation in the Community.

**Materials** — texts, images, graphics, audiovisual content, multimedia content, and other content made available or published in the Community, including those constituting works within the meaning of the Copyright and Related Rights Act.

**Partner** — an entity cooperating with Allegro.pl on the basis of an appropriate contract or agreement.

**Post** — a message, a post placed by the User in the Community.

**Community Terms & Conditions** — this document.

**User** — a User of Allegro, who has registered in the Community and accepted this Community Terms & Conditions.

### Section 2. Registration

2.1 Only Users with an Allegro account may register in the Community. If a given User has more than one Allegro account, they can create a separate Community Account for each of them.

2.2 The user registers in the Community using their Allegro login data (login and password). Registration of a Community Account is only possible if the User accepts the Community Terms & Conditions.

2.3 The User's login is visible within the Community for all Users, and may also be available to persons using the Internet and may be indexed by Internet search engines.

2.4 A User also has the option to mark their Community Account with one of the graphic symbols (profile pictures) which have been made available for this purpose within the Community.

2.5 Registration in the Community is tantamount to a User's consent to Allegro.pl using electronic means of communication to provide services within the Community.

### Section 3. General rules governing the use of the Community service

3.1 The aim of the Community is to facilitate knowledge exchange, mutual assistance between its members, and discussions related to the Allegro platform.

3.2 The use of the Community by the User is free of charge.

3.3 In order to take full advantage of the Community's features, Users are required to log in. After logging in to the Community, a User is entitled, in particular, to:

- a) review Posts placed by Allegro.pl, Partners or other Users,
- b) create new threads and place Posts in existing threads,
- c) collect badges related to the User's activity in the Community,
- d) participate in marketing activities, competitions, and promotions conducted by Allegro.pl or its Partners.

3.4 An unregistered user or a User who is currently not logged in to the service, may use the Community only to the extent indicated in paragraph 3.3(a).

3.5 Posts placed by the User are non-confidential information, which by their placement become public. In particular, they may be accessible to persons using the Internet and may be indexed by Internet search engines.

3.6 A registered User has the right to stop using the Community at any time by deleting their Community Account. The User requests removal of their Community Account at [spolecznosc@allegro.pl](mailto:spolecznosc@allegro.pl). The Community Account shall be deleted within 3 working days of receiving the User's message. The User acknowledges and agrees that deleting a Community Account results in the irretrievable loss of all data collected within this Community Account, subject to data retention requirements referred to in paragraph 8.8 of the Community Terms & Conditions. Posts placed by a User within the Community remain public even after the deletion of the Community Account, but without their User's login being indicated.

3.7 Suspension or temporary restriction of the functionality of a User's Allegro Account shall not affect their capacity to use the Community service. In the event of termination of the agreement concluded between the User and Allegro.pl, referred to in Section 15 of the Terms & Conditions, the User shall lose the ability to log into their Community Account at the moment when, in accordance with the Terms & Conditions, the agreement with Allegro.pl is terminated.

## Section 4. Users Obligations

4.1 It is forbidden for Users to publish Posts that are contrary to applicable law, moral and social norms, and the provisions of the Terms & Conditions or the Community Terms & Conditions. In particular, it is forbidden to publish Posts and Materials that:

- a) are untrue, misleading, or potentially misleading to other Users;
- b) may infringe copyrights or other intellectual property rights;
- c) infringe the rights of third parties;
- d) infringe any personal rights;
- e) contain personal data of the User or another person;
- f) discriminate (on account of sex, race, nationality, language, religion, etc.), incite violence, or contain pornographic content;
- g) are offensive, vulgar (also in foreign languages), or contain threats directed at third parties;
- h) are direct attacks on other Users;
- i) are not related to the subject of conversations and discussions held within the Community;
- j) contain advice that could result in causing damage or committing an offence;
- k) concern the topic of moderating activities (they should be sent by e-mail to the following e-mail address: [spolecznosc@allegro.pl](mailto:spolecznosc@allegro.pl));
- l) contain addresses of websites or names of competing sites;
- m) contain any form of promotion of activities conducted by the User or third parties outside of Allegro;
- n) constitute an announcement about own products or services offered outside of Allegro except for information about own products or complementary services compatible with the Allegro API software, if such a product or service does not violate the Terms & Conditions or the Community Terms & Conditions;



o) contain advice or guidelines concerning any behavior or omissions of Users, which could result in a violation of the Terms & Conditions or Community Terms & Conditions, or which could potentially help circumvent safeguards used within Allegro and the Community.

4.2 It is also prohibited to:

- a) repeatedly send the same message (spam) or send multiple messages at very short intervals (flooding);
- b) repeat (duplicate) threads;
- c) make proposals to buy or sell Goods outside Allegro;
- d) disseminate or solicit others to download computer viruses or malicious/harmful software;
- e) conduct political, religious, or other agitation.

## Section 5. Roles and Rights of Allegro.pl

5.1 The main role of Allegro.pl is to supervise and moderate content posted by Community Users.

5.2 In order to effectively manage the Community, Allegro.pl will appoint its employees or other persons to act as moderators, managers, or administrators of the Community. These persons will be identified with an "Allegro Moderator" badge (or similar). Allegro.pl shall not be held liable for Posts or other contents published by persons who have not been designated to perform the above-mentioned functions.

5.3 Allegro.pl has particularly the right to:

- a) edit or delete (in whole or in part), without notice, Posts published in the Community, should they be in conflict with applicable laws and regulations or the provisions of this Community Terms & Conditions;
- b) block Community Users who infringe upon the provisions hereof;
- c) send to the User's email provided during registration technical, system, or service related information concerning the operation of the Community which does not constitute commercial information within the meaning of the Act on the provision of services by electronic means (the User can change the notification options at any time);
- d) upload advertising and marketing content concerning own services and products or those offered by Partners.

## Section 6. Intellectual property rights

6.1 The rights to the content made available within the Community, in particular, copyrights, the name of the Community, its graphic elements, other trade names, software, and database rights are subject to legal protection.

6.2 The rights to Materials presented by Allegro.pl are vested in Allegro.pl or Partners with the provision that if the said rights are vested in Partners, Allegro.pl presents them in the Community on the basis of relevant agreements concluded with those entities, in particular, license agreements, or on the basis of applicable laws.

6.3 By placing Posts and Materials in the Community, the User agrees for that content to be published in the Community for free.

6.4 The User hereby represents that the Posts and Materials placed by them remain free from any legal defects or claims of third parties and that they have all rights to such Posts and Materials, in particular, property rights or related rights. The User warrants that they have acquired consent to disseminate the image of any and all persons depicted in the Materials posted by them in the Community, and represents that the placement thereof in the Community does not infringe any rights of third parties. Where any of the above representations and warranties prove untrue, the User shall hold Allegro.pl harmless against any liability and claims arising therefrom.

## Section 7. Liability

7.1 The User or Partner shall bear exclusive liability for Posts and Materials placed by them. Allegro.pl shall not be held liable for the content posted in the Community by Users or Partners.

7.2 The User shall be held liable for the actions and omissions of another entity to whom they have given access to their Community Account as if such actions and omissions were their own.

7.3 Within the limits permitted by applicable laws, Allegro.pl shall not bear responsibility for:

- a) Materials submitted and published by Users or Partners. Posts and Materials placed by Users or Partners do not constitute views or opinions of Allegro.pl;
- b) The way the Community is used by the Users or any consequences thereof;
- c) the content, accuracy, timing, or reliability of information posted within the Community or any statements, advice, or opinions expressed by Users;
- d) damage arising from the use of the Community or from the inability to use the Community, if caused by third parties or force majeure. The exemption referred to in the previous sentence also applies to



liability for damage caused by computer viruses, hacking into the Community Account, and Community Account password takeover by third parties, if these events occurred without the fault of Allegro.pl;

e) technical problems or limitations specific for the computer equipment, terminal equipment, ICT systems, and telecommunications infrastructure used by the User preventing them from using the Community properly;

f) advertising and promotional content posted in the Community by third parties together as well as the price and quality of products or services advertised therein.

7.5 The User shall indemnify Allegro.pl from any liability resulting from using the Community in a way that violates the Allegro Terms & Conditions.

## Section 8. Personal data

8.1 The provision of personal data by the User is voluntary; however, it may be necessary to use the Community.

8.2 Allegro.pl is the personal data controller for Users with regard to offering the Community Service under the Website within the meaning of Article 4(7) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

8.3 Allegro.pl shall process Users' personal data exclusively for purposes related to the operation of the Community. Allegro.pl shall also process personal data for statistical and archiving purposes, as well as to be able to handle complaints and to ensure the accountability of the fulfillment of Allegro.pl duties arising from legal regulations.

8.4 Personal data shall be processed by Allegro.pl in accordance with applicable legal regulations, in particular, with the provisions of the GDPR.

8.5 Personal data processed by Allegro.pl shall include login, first and last name, email address, password, IP number.

8.6 Allegro.pl entrusts Khoros LLC based in San Francisco, USA — an entity responsible for the technical maintenance of the Community — with the processing of the following categories of data of registered Users:

a) login, email address. Data are transferred at the moment of User registration and are necessary for Community Account registration;

b) other voluntarily provided information that is not required to use the Community: first and last name, signature, title, location, private notes.



8.7 Every registered User has the right to access their personal data, as well as the right to request rectification and erasure of their data. To exercise these rights, please send an email to the following address: [spolecznosc@allegro.pl](mailto:spolecznosc@allegro.pl).

8.8 Personal data of Community Users shall be processed for a maximum period of 3 years:

a) in the event of termination of the agreement with Allegro.pl, referred to in Section 15 of the Terms & Conditions — counted from the end of the year in which the agreement with Allegro.pl was terminated;

b) in the event of deletion of the Community Account — counted from the end of the year in which the Community Account was deleted.

8.9 The User may contact Allegro.pl, using the email address: [iod@allegro.pl](mailto:iod@allegro.pl), if they have any questions concerning the processing of their personal data by Allegro.pl.

8.10 The User may lodge a complaint in relation to the processing of their personal data by Allegro.pl with a supervisory authority, i.e. the President of the Office of Personal Data Protection, ul. Stawki 2, 00-193, Warsaw.

8.11 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 available at <https://allegro.pl/regulamin/en/appendix-5>.

## Section 9. Final provisions

9.1 Any comments, reviews, or questions concerning the Community should be sent by email to [spolecznosc@allegro.pl](mailto:spolecznosc@allegro.pl) or in writing to the following address: Allegro.pl sp. z o.o. ul. Grunwaldzka 182, 60-166 Poznań.

# Appendix No. 16

## Appendix No. 16 General Terms & Conditions of Delivery Service

### Section 1. Definitions

1. These General Terms & Conditions of Delivery Service (hereinafter referred to as the "General Terms & Conditions") lay down the principles and conditions on which Allegro.pl provides an intermediation service concerning the movement of Goods.

2. Capitalized terms used herein, whether in plural or singular, shall have the following meaning:

**Allegro Finance** — Allegro Finance sp. z o.o. with its registered office in Poznań, 60-166 Poznań, ul. Grunwaldzka 182, entered into the register of entrepreneurs maintained by the District Court Poznań — Nowe Miasto and Wilda in Poznań, 8th Economic Division of the National Court Register, under KRS no. 0000814511, with the share capital of PLN 600,000 paid up in full, with NIP no. 7792511167. Supervision over Allegro Finance is performed by the Polish Financial Supervision Authority (contact details of PFSA Office: ul. Piękna 20; 00-549 Warszawa, skr. poczt. 419, Hotline: (48) 22 262-58-00), [knf@knf.gov.pl](mailto:knf@knf.gov.pl)). Allegro Finance has been entered into the register of small payment institutions maintained by the Polish Financial Supervision Authority under no. MIP70/2020

**Recipient** — the Buyer the Seller, or other indicated the recipient of the Goods;

**Carrier** — a third party providing to Allegro.pl or to the Seller any services, in particular, the services of picking up, moving, sorting, or delivering any Parcel between the Seller and the Recipient, including providing of Services or Additional Services.

Carriers are:

a) DPD Polska sp. z o.o., a limited liability company with its registered office in Warsaw, at ul. Mineralna 15, 02-274 Warsaw, entered into the register of entrepreneurs of the District Court for the Capital City of Warsaw in Warsaw, the 13th Commercial Division of the National Court Register under the number KRS 0000028368, Tax Identification Number: NIP 526-020-41-10, share capital: PLN 228,604,000, an entity providing Services within the following delivery methods: Allegro DPD Courier Service and Allegro DPD Courier Service cash on delivery, Allegro DPD Pickup Payment on Delivery, Allegro DPD Pickup, Allegro DPD Austria Courier Service, Allegro DPD Belgium Courier Service, Allegro DPD Bulgaria Courier Service, Allegro DPD Croatia Courier Service, Allegro DPD Czech Republic Courier Service, Allegro DPD Denmark Courier Service, Allegro DPD Estonia Courier Service, Allegro DPD Finland Courier Service, Allegro DPD France Courier Service, Allegro DPD Greece Courier Service, Allegro DPD Spain Courier Service, Allegro DPD Netherlands Courier Service, Allegro DPD Ireland Courier Service, Allegro DPD Lithuania Courier Service, Allegro DPD Latvia Courier Service, Allegro DPD Luxembourg Courier Service, Allegro DPD Germany Courier Service, Allegro DPD Portugal Courier Service, Allegro DPD Romania





Courier Service, Allegro DPD Slovakia Courier Service, Allegro DPD Slovenia Courier Service, Allegro DPD Sweden Courier Service, Allegro DPD Hungary Courier Service, Allegro DPD Italy Courier Service

b) Poczta Polska S.A. with its registered office in Warsaw, at ul. Rodziny Hiszpańskich 8, 00- 940 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Warsaw, 13th Commercial Division of the National Court Register under KRS number: 0000334972; Tax Identification Number. [NIP]: 525-000-73-13; Company ID No. [REGON]: 010684960; with the share capital of PLN 774,140,000; the entity providing the Services using the following delivery methods: Allegro Pocztex 48 courier; Allegro Pocztex Courier Service 48 Cash on Delivery; Allegro Punkty Poczta, Żabka, Orlen, Ruch Pickup Locations/Parcel Lockers; Allegro Punkty Poczta Payment on Delivery; Allegro registered mail;

c) UPS Polska sp. z o.o. with its registered office in Warsaw, at ul. Prądzyńskiego 1/3, 01-222 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Warsaw, the 13th Commercial Division of the National Court Register under the number KRS: 0000036680, Tax Identification Number [NIP]: 522-100-42-00, Company ID No. [REGON]: 010771280; the entity providing the Services using the following delivery methods: Allegro UPS Courier Service, Allegro UPS Courier Service €cash on Delivery, Allegro Pick-up Point UPS;

d) InPost Sp. z o.o. with its registered office in Krakow at ul. Wielicka 28, 30-552 Krakow, entered into the Register of Entrepreneurs maintained by the District Court for Kraków – Śródmieście in Krakow, 11th Commercial Division of the National Court Register under KRS number 0000543759, taxpayer's identification number (NIP): 679-310-80-59, company statistical number (REGON): 360781085; the entity providing the Services using the following delivery methods: Allegro Paczkomaty InPost (this delivery method as part of the aforementioned Service provided on the basis of the Delivery Service is available only as part of the Allegro Smart! Service),

e) the entities whose services the Seller uses under agreements concluded directly between the Carrier and the Seller;

The Carrier providing Returns Services is:

d) InPost Sp. z o.o. with its registered office in Krakow at ul. Wielicka 28, 30-552 Krakow, entered into the Register of Entrepreneurs maintained by the District Court for Kraków – Śródmieście in Krakow, 11th Commercial Division of the National Court Register under KRS number 0000543759, taxpayer's identification number (NIP): 679-310-80-59, company statistical number (REGON): 360781085; the entity providing the Services using the following delivery methods: Allegro Parcel lockers InPost.

**Label** — a tag on the Parcel provided to the Seller by the Carrier so that it is affixed to the Parcel in a visible manner, in accordance with the Carrier's Terms & Conditions, generally applicable provisions of law or agreements concluded directly between the Carrier and the Seller;



**Return Form** - a form available under "My Purchases", dedicated to Buyers who exercise their right to withdraw from the agreement under the Consumer Rights Act or their right to complain. The form is available for the period indicated by the Seller within the Offer description under: Returns;

**'WzA' Functionality** — the Service Platform functionality called "Wysyłam z Allegro" ("Ship with Allegro") ('WzA'), by means of which Allegro.pl enables the Seller to manage the process of sending Goods to the Recipient after the Goods have been sold on the Platform, including posting the Parcel and ordering its movement or delivery to the Recipient;

**Return Code** - a code made available via the Return Form, provided to the Buyer by the Carrier as part of the Returns Service, intended to be visibly placed on the Parcel, in accordance with the Carrier's Terms & Conditions and generally applicable provisions of law;

**Buyer** — a User who has purchased Goods from the Seller within an Offer;

**Dashboard** — a service dashboard available to the Seller at the Service Platform subpage dedicated to the 'WzA' Functionality;

**Platform or the Service Platform** — an online e-commerce platform of an open character available in the <https://allegro.pl/> domain and operated by Allegro.pl,

**Postal Law** — Postal Law Act of 23 November 2012 (Journal of Laws of 2020, item 1041, as amended) together with the relevant secondary legislation;

**Transport Law** — Transport Law Act of 15 November 1984 (Journal of Laws of 2020, item 8, as amended) together with the relevant secondary legislation;

**Parcel** — a mail parcel within the meaning of the Postal Law Act or a goods shipment within the meaning of the Transport Law Act containing the Goods and being the subject matter of the Delivery Service;

**Onerous Parcel** — a Parcel that has not been prepared in line with the General Terms & Conditions, with the Carrier's Terms & Conditions or with an agreement concluded directly between the Carrier and the Seller, in particular, one that contains items that are not permitted under the General Terms & Conditions, the Carrier's Terms & Conditions, an agreement concluded directly between the Carrier and the Seller or the applicable regulations issued by the Universal Postal Union (depending on whether a given Service is a mail (courier) service or a transport service according to the applicable law); as well as a Parcel that has not been packaged correctly, in accordance with the above general terms and conditions, agreements and legal acts; as a result of which Allegro.pl was charged with additional costs, charges or fines by the Carrier due to the Carrier's performance of a Service or Additional Services in respect of such a Parcel, including but not limited to the pick up, movement, sorting, delivery or return of such a Parcel;



**General Terms & Conditions** — these General Terms & Conditions defining the terms and conditions on which Allegro.pl provides Delivery Services;

**Allegro Terms & Conditions** — the user agreement providing for the rules of the Platform use, published at <https://allegro.pl/regulamin/pl>;

**Service Provider's Terms and Conditions** — valid documents governing the terms and conditions on which the Service Provider provides the Services, i.e.

The General Terms and Conditions of Service Provision by DPD Polska sp. z o.o. in Domestic Trade, General Terms and Conditions of Service Provision in International Trade, Detailed Terms and Conditions of Service Provision which are available at

<https://www.dpd.com/pl/pl/moje-dpd/dokumenty-dpd-polska/>

Pocztex Service Terms and Conditions (Terms and Conditions of the provision of the Pocztex service in Poland and Appendix to the Terms and Conditions) available at [www.pocztex.pl](http://www.pocztex.pl)

Terms and Conditions of the Provision and Use of a Non-Universal Postal Service with the trade name: "Przesyłka firmowa eCommerce" ["eCommerce Business Parcel"] available at <https://allegro.pl/regulaminy/zasady-wykonywania-i-korzystania-z-uslugi-pocztowejniepowszechniej-pod-nazwa-handlowa-przesylka-firmowa-ecommerce-vKYv9Bb1xi4>

The Terms & Conditions of Carriage available on the website of UPS Polska Sp z o.o. at <https://www.ups.com/pl/pl/help-center/legal-terms-conditions/tariff.page?>

General Terms and Conditions of the Provision of the Allegro 24/7 Parcel lockers InPost Service [available at https://inpost.pl/regulaminy](https://inpost.pl/regulaminy)

**Seller** — the User who has registered a Business Account, who sells Goods as part of an Offer, and who uses the Services;

**Service** — a service provided by the Carrier for Allegro.pl, whereby Goods are moved between the Seller and the Recipient, in accordance with the General Terms & Conditions, the Carrier's Terms & Conditions, and the provisions of the Postal Law or Transport Law (depending on whether a given Service is a mail (courier) service or a transport service in accordance with the applicable law). The Services are presented by Allegro.pl as part of the Service Platform under the following names: Allegro DPD Courier Service; Allegro DPD Courier Service Cash on Delivery; Allegro DPD Pickup Payment on Delivery, Allegro DPD Pickup, Allegro Pocztex 48 courier; Allegro Pocztex 48 courier Cash on Delivery; Allegro Punkty Poczta, Żabka, Orlen, Ruch Pickup Locations/Parcel Lockers; Allegro Punkty Poczta Payment on Delivery; Allegro registered mail, Allegro UPS Courier Service, Allegro UPS Courier Service cash on delivery, Allegro Pick-up Point UPS, Allegro Paczkomaty InPost, Allegro DPD Austria Courier Service, Allegro DPD Belgium Courier Service, Allegro DPD Bulgaria Courier Service, Allegro DPD Croatia Courier Service, Allegro DPD



Czech Republic Courier Service, Allegro DPD Denmark Courier Service, Allegro DPD Estonia Courier Service, Allegro DPD Finland Courier Service, Allegro DPD France Courier Service, Allegro DPD Greece Courier Service, Allegro DPD Spain Courier Service, Allegro DPD Netherlands Courier Service, Allegro DPD Ireland Courier Service, Allegro DPD Lithuania Courier Service, Allegro DPD Latvia Courier Service, Allegro DPD Luxembourg Courier Service, Allegro DPD Germany Courier Service, Allegro DPD Portugal Courier Service, Allegro DPD Romania Courier Service, Allegro DPD Slovakia Courier Service, Allegro DPD Slovenia Courier Service, Allegro DPD Sweden Courier Service, Allegro DPD Hungary Courier Service, Allegro DPD Italy Courier Service;

**Delivery Service** — an intermediation service concerning the movement of Goods, provided by Allegro.pl to the Sellers or Buyers, against a fee, subject to the General Terms & Conditions, whereby Goods may be moved between the Seller and the Recipient, and in the case of Returns Services - between the Buyer and the Seller without the need to incur any additional payments on that account, as provided for in the Carrier's Terms & Conditions; the service includes, in particular:

- placement of an order with the Carrier for the provision of a Service, Returns Services or Additional Services on terms and conditions agreed in the General Terms & Conditions and in accordance with the Carrier's Terms & Conditions, the provisions of the Postal law or Transport law, as per the instruction of the Seller;
- provision of the 'WzA' Functionality to Sellers;
- provision of a functionality, whereby the Carrier is able to classify a given parcel as a Parcel based on the Label;
- actions taken as part of the complaint procedure in the event of non-performance or improper performance of the Service or the Returns Service by the Carrier;
- intermediation between the Recipient and the Seller in case of the Parcel's return, depending on the Users' choice — via the Carrier (if the Transaction is covered by the Allegro Smart! Service);
- notification of the Recipient that the Parcel was delivered to the Carrier; and
- Parcel tracking service

The Delivery Service provided to the Sellers using the 'WzA' Functionality who have agreements concluded directly between the Carrier and the Seller, may include only certain services described above, in particular, it may include ensuring to the Sellers the possibility of posting the Parcel to be moved or delivered by the Carrier with whom the Seller has entered into a separate agreement;

**Additional Services** — services provided by the Carrier for Allegro.pl against a fee, that are supplementary to the Service and that are directly related to the Service. The scope and the prices of Additional Services are set out in Appendix No. 4 of the Allegro Terms & Conditions;



**Parcel Tracking Service** — a service that allows for tracking the process of Goods movement by the Carrier in relation to the Service or Returns Service performance, from the moment they are posted until delivery; the service is provided directly in the Platform.

**Returns Service** – a paid service provided by the Carrier for Allegro.pl, whereby Merchandise is moved between the Buyer and the Seller, in accordance with the Allegro Terms & Conditions, subject to the Carrier's Terms & Conditions, as applicable, and the provisions of the Postal Law or Transport Law (depending on whether a given Service is a mail (courier) service or a transport service in accordance with the applicable law). Allegro.pl presents the Returns Service as part of the Service Platform under: Allegro Paczkomaty InPost [Allegro Parcel lockers InPost]. The Returns Service is dedicated to Buyers who are natural persons and have registered a Standard Account on the Platform. The prices and the manner of settlement of Returns Services are set out in Appendix No. 4 of the Allegro Terms & Conditions.

3. In the event of any conflict between the definitions used in the Allegro Terms & Conditions and the definitions used in the General Terms & Conditions, the definitions given in the General Terms & Conditions shall prevail.

## Section 2. Terms and Conditions of Delivery Service

1. As part of the Service Platform, Allegro.pl provides the Delivery Service, whereby it commissions the Carrier to provide Services, Returns Services, and Additional Services in its own name and for the benefit of the Seller or the Buyer. The Services, Returns Services, and Additional Services are ordered once the Seller or the Buyer has selected the Carrier and specified the Goods that are to be put in the Parcel. The Seller using the 'WzA' Functionality may select a Carrier cooperating with Allegro.pl or a Carrier with whom the Seller has entered into a separate agreement and whom the Seller selected in the process of setting up the service Dashboard.

2. The fees for the Delivery Service shall be calculated according to the rates and on terms and conditions set out in appendix No. 4 to Allegro Terms & Conditions. All fees and other payments related to the services provided by the Carrier to the Seller under agreements concluded directly between the Carrier and the Seller (or related to the provision of such services) shall be paid by the Seller to the Carrier directly.

3. In order to use the Delivery Service, the Seller who does not use the 'WzA' Functionality is required to fulfill all of the following conditions:

- a. provide the correct name of the Service and Additional Services in the Offer,
- b. have access to a dedicated sender program of a particular Carrier ('Elektroniczny Nadawca' in the case of the Carrier: Poczta Polska S.A., DPD Online in the case of the Carrier: DPD Polska sp. z o.o.),

c. confirm with the Carrier, while posting a Parcel, that the Seller uses the Service by providing the Carrier (automatically or manually) with an email address in the allegromail.pl domain assigned to the Transaction, in the unchanged two-part form (e.g. xxx+yyy@allegromail.pl) while ordering Parcels.

Completion of the actions referred to in letters a and c shall mean that the Delivery Service has been commissioned to Allegro.pl without using the 'WzA' Functionality.

4. In order to use the 'WzA' Functionality (including the Delivery Service using the 'WzA' Functionality), the Seller is obliged to enter the 'WzA' Functionality page on the Service Platform and then correctly set up the service Dashboard and to maintain its correct set-up for the period of using the 'WzA' Functionality.

5. The use by the Seller of the Services provided by the Carrier: UPS Polska sp. z o.o. shall be possible only as part of the Delivery Service provided using the 'WzA' Functionality.

6. The use by the Seller of the Services provided using the following delivery methods: Allegro Pocztex 48 courier Cash on Delivery, and Allegro Punkty Poczta Payment on Delivery, shall not be possible for the Delivery Service provided using the 'WzA' Functionality.

7. The Services, Returns Services and Additional Services are provided pursuant to the agreement between Allegro.pl and a given Carrier, where under Allegro.pl — depending on the type of Parcel — is the consignor (the sender) within the meaning of the Postal Law or the principal within the meaning of Article 734 of the Civil Code (Journal of Laws of 2019, item 1145, as amended), once the Carrier has received a confirmation from Allegro.pl that a given Service is provided as part of the Delivery Service, in keeping with the provisions of the General Terms & Conditions, Allegro Terms & Conditions, and the Carrier's Terms & Conditions.

8. The Services provided as part of the delivery options: Allegro UPS Courier service Cash on Delivery and Allegro DPD Courier Service Cash on Delivery and Allegro DPD Pickup Payment on Delivery, shall be provided in accordance with, inter alia, the Terms & Conditions and the Carrier's Terms and Conditions, taking into account the characteristics and agreed scope of those Services and delivery options, which means that the use of the Services provided using these delivery options may be limited, inter alia, to the options of collecting funds from the Recipient selected by the Carrier or made available by the Carrier.

9. Parcels shall be picked up, moved, sorted, and delivered in accordance with the General Terms & Conditions, on terms and conditions set out in the Carrier's Terms & Conditions or in agreements concluded directly between the Carrier and the Seller.

10. Collections of funds from Recipients for the Services provided as part of the delivery options: Allegro UPS Courier service Cash on Delivery and Allegro DPD Courier Service Cash on Delivery and Allegro DPD Pickup Payment on Delivery, shall be made by the Carrier providing a particular Service and shall be made as per the Carrier's Terms and Conditions.

11. Transfers of funds collected from the Recipient:





a. for the Services provided based on the Delivery Service without the use of the 'WzA' Functionality as part of the delivery options: Allegro DPD Courier Cash on Delivery, Allegro Pocztex 48 Courier Cash on Delivery and Allegro Punkty Poczta Cash on Delivery, shall be made by the Carrier to the Seller's bank account indicated by the Seller to the Carrier and shall be made in accordance with the Carrier's Terms & Conditions;

b. for the Services provided based on the Delivery Service with the use of the 'WzA' Functionality as part of the delivery options: Allegro UPS Courier Cash on Delivery and Allegro DPD Courier Cash on Delivery and Allegro DPD Pickup Payment on Delivery, shall be made via Allegro Finance as the payment operator, to the Seller's bank account indicated by the Seller on the Account, within 2 business days from the delivery of the Parcel, and shall be made in accordance with the Carrier's Terms & Conditions

12. Transfers of funds collected from the Recipient for the Services provided based on the Delivery Service with the use of the 'WzA' Functionality as part of the delivery options: Allegro UPS Courier Cash on Delivery, Allegro DPD Courier Cash on Delivery, and Allegro DPD Pickup Point Cash on Delivery, shall be made exclusively in the Polish currency, to the Seller's bank account maintained in Polish currency by a bank with its registered office in the territory of the Republic of Poland.

13. Allegro.pl is not a carrier within the meaning of the Transport Law (Journal of Laws of 2020, item 8, as amended) and the Civil Code Act (Journal of Laws of 2019, item 1145, as amended).

14. Where the use of the Delivery Service proves impossible or difficult for reasons on the part of Allegro.pl or of the Carrier, the Seller or the Buyer using the Returns Service shall receive a notice from Allegro.pl on the refund of the fees incurred, as referred to in Appendix No. 4 to Allegro Terms & Conditions.

### Section 3. Terms & Conditions of Delivery Service for Sellers and Buyers

1. The Seller and the Buyer are required to pay the fees related to the provision of the Delivery Service in accordance with the price list set out in Appendix No. 4 to Allegro Terms & Conditions within deadlines provided therein.

2. The Seller and the Buyer are required to:

a. comply with the General Terms & Conditions, the Allegro Terms & Conditions, the Carrier's Terms & Conditions, and the provisions of the Postal Law or Transport Law (depending on whether a given Service is a mail (courier) service or a transport service in accordance with the applicable law);

b. put Goods in the Parcels that are compliant with the General Terms & Conditions, the Carrier's Terms & Conditions, agreements concluded directly between the Carrier and the Seller and the provisions of the Transport Law or Postal Law or the applicable regulations issued by the Universal Postal Union (depending on whether a given Service is a mail (courier) service or a transport service in accordance with the applicable law);

- c. release the Parcels at a place communicated to the Carrier by the Seller;
  - d. print the Label or the Return Code and put it on the Parcel in the correct manner, that is in line with the Carrier's Terms & Conditions, generally applicable provisions of law or agreements concluded directly between the Carrier and the Seller;
  - e. pack the Parcel in the correct manner, that is in line with the Carrier's Terms & Conditions or agreements concluded directly between the Carrier and the Seller, so that it may be properly picked up, moved, sorted, and delivered by the Carrier;
  - f. use the 'WzA' Functionality as per its intended purpose, within the available features, and not to use the 'WzA' Functionality to post, move, sort, or deliver parcels containing goods, services, or rights sold outside the Platform;
  - g. provide correct data for the purpose of using or in connection with the use of the Delivery Service, the Services, the Returns Services, the Additional Services or the 'WzA' Functionality (including the correct bank account number of the Seller);
  - h. indicate the Seller's bank account maintained in Polish currency by a bank with its registered office in the territory of the Republic of Poland, for the purpose of transfers of funds collected from the Recipient for the Services provided based on the Delivery Service with the use of the "WzA" Functionality as part of the delivery options: Allegro UPS Courier Cash on Delivery, Allegro DPD Courier Cash on Delivery and Allegro DPD Pickup Point Cash on Delivery;
  - i. comply with other rules of the provision of the Delivery Service, Services and Returns Services as envisaged in the General Terms & Conditions and in the Carrier's Terms & Conditions.
3. The Seller is fully liable to Allegro.pl for any damage caused to Allegro.pl or the Carrier in connection with the posting, pick-up, moving, sorting, or delivery of an Onerous Parcel. In particular, the Seller is required to reimburse Allegro.pl for all costs, fees, or fines imposed on Allegro.pl by the Carrier due to the performance by the Carrier of actions related to an Onerous Parcel.
4. The Seller acknowledges that the Carrier has the right to decline to provide the Service if the Carrier finds that a Parcel posted as part of the Delivery Service is an Onerous Parcel.
5. The Seller acknowledges that in the case when it becomes evident that a Parcel is an Onerous Parcel only after its pick-up from the Seller, the Carrier may suspend the provision of a Service or Additional Services and alert Allegro.pl. In such a case, Allegro.pl shall call on the Seller to eliminate promptly the condition that prevents the shipment of the Parcel or provision of the Service or Additional Service, particularly by packing the Onerous Parcel in the proper manner or securing it at its own cost. In cases referred to in the preceding sentence, the Seller may be required to pick up the Onerous Parcel from the Carrier at its own cost and to remedy the damage, if any, caused to the Carrier by that Parcel or in relation to it, or to cover the cost of the Parcel's pick up and to remedy the damage, if any, caused to Allegro.pl by that Parcel or in relation to it.



6. Where it is impossible for the Delivery Service, the Service, or Additional Services to be performed through the fault of the Seller, Allegro.pl shall have the right to return the Parcel to the Seller at the Seller's cost and to seek compensation corresponding to the value of the Delivery Service, the Service or Additional Services specified in Appendix No. 4 to Allegro Terms & Conditions.

7. Upon entering the 'WzA' Functionality page on the Service Platform by the Seller, all Seller's orders regarding the Goods sold shall be retrieved on an ongoing basis via REST API from their Account on the Service Platform and displayed on this page.

## Section 4. The processing of personal data in connection with the provision of the Delivery Service.

1. Allegro.pl is the personal data controller for the Sellers and Buyers with regard to the offering of the Delivery Service on the Service Platform within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

2. Personal data shall be processed by Allegro.pl in accordance with applicable legal regulations, in particular, with the provisions of the GDPR. The legal basis for the processing of personal data by Allegro.pl is Article 6(1)(b) of the GDPR, i.e. the processing is necessary to perform the contract between the Seller and Allegro.pl or the Buyer and Allegro.pl concerning services provided by Allegro.pl on the Platform, including the Delivery Service.

3. Full and detailed information on the purposes and legal grounds for processing the Sellers' and Buyers' personal data can be found in the Privacy Protection Policy, which constitutes Appendix no. 5 to the Allegro.pl Terms & Conditions.

4. The Seller and the Buyer contact Allegro.pl using the email address: [iod@allegro.pl](mailto:iod@allegro.pl), in the case of any questions concerning the processing of their personal data by Allegro.pl or if they wish to exercise their rights on the protection of their personal data.

5. The personal data shall be processed by Allegro.pl for the purposes of providing the Delivery Service, handling complaints, keeping accounts, developing statistics and performing analyses, establishing, exercising, or defending legal claims, and ensuring accountability for the personal data processed.

6. The personal data processed by Allegro.pl shall include the data relevant for a given type of the Account on the Service Platform such as the login, userID, SellerID, BuyerID, last names and names, the address of residence or stay, Tax Identification Number, contact number, email address, the address for the delivery and return of Goods, parcel pickup address or addresses, the delivery status, the parcel collection code and the bank account number as well as the number of a consignment note (tracking number) if the Carrier provides such number.



7. The Carrier is also a personal data controller in respect of the personal data of the Sellers, within the scope related to the provision of the Services, including the Delivery Services and the Returns Services, or Additional Services by the Carrier. The detailed principles pertaining to the processing of the personal data by the Carrier are described in the Carrier's Terms & Conditions.

8. Personal data may be transferred to:

a. the Carrier in order to ensure Allegro.pl's accountability of the fulfillment of obligations arising from the contract made with that Carrier;

b. the Carrier — at the Sellers' and Buyers' request — to refer questions or complaints regarding the services provided by the Carrier;

c. the Carrier in order to collect funds from the Recipient and transfer the collected funds for the Service provided based on the Delivery Service using the 'WzA' Functionality

d. the entities authorized to receive such data under applicable provisions of law, including appropriate judicial authorities

e. Payment Operators (PayU/P24) to create a payment.

9. The Seller who does not use the 'WzA' Functionality shall share the personal data of the Recipients to Allegro.pl in order to provide the Delivery Service. Allegro.pl shall process the aforementioned data in accordance with applicable law, in particular, with the GDPR.

10. The Seller using the 'WzA' Functionality, in order to provide the Delivery Service, shall entrust Allegro.pl with the processing of personal data of the Recipients in accordance with paragraph 5 of the General Terms & Conditions.

11. Relevant provisions of Appendix 5 of the Allegro Terms & Conditions (Privacy Protection Policy) shall apply to the matters not governed by this article.

## Section 5. The processing of Recipients' personal data in connection with the use of the 'WzA' Functionality

1. The Seller hereby represents that is the controller of the Recipients' personal data.

2. At the moment of entering the 'WzA' Functionality page on the Service Platform, the Seller shall entrust Allegro.pl, under the General Terms & Conditions, with the processing of the following personal data of Recipients in order to provide the Delivery Service to the Seller using the 'WzA' Functionality:

a. first name;

b. last name;



c. Parcel delivery address;

d. contact number;

e. email address.

3. Allegro.pl may perform on the Recipients' personal data any operations necessary to achieve the purpose described above, including may share these personal data to Carriers as part of the Delivery Service (in particular, in connection with the provision of the Service or any Additional Services and for its provision).

4. The Seller hereby agrees that Allegro.pl may entrust the processing of Recipients' personal data to another (subsequent) processor ('sub-processing'). Allegro.pl, by way of a written agreement, shall impose on the sub-processor the obligations regarding the processing of Recipients' personal data not lesser than those incumbent upon Allegro.pl.

5. Allegro.pl shall inform the Seller about any intended changes related to the addition or replacement of other processors of Recipients' personal data. If the Seller has grounds to object to the engagement of other processors, they may present to Allegro.pl the reasons for the objection. If the Seller objects to the engagement of other processors of Recipients' personal data, it should opt out of the 'WzA' Functionality (should resign from using the 'WzA' Functionality).

6. Allegro.pl shall process Recipients' personal data in accordance with applicable law, in particular, with the GDPR.

7. Allegro.pl shall:

a. process Recipients' personal data only on documented instructions from the Seller (in line with Article 28(3)(a) of the GDPR), and such instructions shall be understood by Allegro.pl and the Seller as the entrusting of the processing of personal data by the Seller pursuant to the General Terms & Conditions;

b. ensure that persons authorized to process the Recipients' personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

c. take (implement) all appropriate technical and organizational measures (with due regard to the state of the art, the costs of implementation and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons) to ensure a level of security appropriate to the risk, including inter alia as appropriate:

i. applying the pseudonymization and encryption of Recipients' personal data;

ii. ensuring the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;

iii. ensuring the ability to restore the availability and access to Recipients' personal data in a timely manner in the event of a physical or technical incident;

iv. testing, assessing, and evaluating on a regular basis the effectiveness of technical and organizational measures for ensuring the security of the processing;

v. respecting the conditions for engaging another processor resulting from Articles 28(2) and 28(4) of the GDPR.

8. Allegro.pl, insofar as this is possible (taking into account the nature of personal data processing), shall assist the Seller by appropriate technical and organizational measures in the fulfillment of its obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR.

9. Allegro.pl hereby represents that, taking into account the nature of processing and the information available to Allegro.pl, it shall assist the Seller in the fulfillment of its obligations to ensure the security of personal data referred to in Articles 32–36 of the GDPR.

10. In the event of any breach of Recipients' personal data within the meaning of Article 4(12) of the GDPR, Allegro.pl, without any undue delay, shall send a notice to the controller containing at least the elements referred to in Article 33(3) of the GDPR.

11. Exercising the right to perform an audit (including inspection), the Seller may request Allegro.pl to provide information regarding the processing of Recipients' personal data by Allegro.pl, sending the request to the email address: [iod@allegro.pl](mailto:iod@allegro.pl). Upon the receipt of the request, Allegro.pl shall respond to it (including provide the requested information) within 30 (thirty) days of the request receipt.

12. Allegro.pl shall provide the Seller with any information necessary to demonstrate compliance with the obligations referred to in Article 28 of the GDPR.

13. The processing of Recipients' personal data shall be entrusted for the period of using the 'WzA' Functionality by the Seller. Upon opting out of the 'WzA' Functionality (resignation from using the 'WzA' Functionality) by the Seller, Allegro.pl shall delete Recipients' personal data as soon as possible, unless Allegro.pl is required under applicable laws to further storage of these data.

## Section 6. Complaints concerning the Delivery Service, as well as Services, Returns Services and Additional Services

1. The Seller may lodge a complaint concerning the Delivery Service envisaged herein if the Delivery Service is not provided by Allegro.pl at all, or is provided improperly, in violation of these Terms & Conditions. The Seller may also lodge a complaint regarding the collection of funds from the Recipient



or the transfer of the collected funds made by the Carrier for the Service provided based on the Delivery Service using the 'WzA' Functionality, as well as a complaint if the 'WzA' Functionality functions improperly or the fees for the Service and Additional Services paid by the Seller to Allegro.pl are incorrectly charged.

2. Any complaints relating to the use of the Delivery Service, the collection of funds from the Recipient or the transfer of the collected funds made by the Carrier for the Service provided based on the Delivery Service using the 'WzA' Functionality, as well as the improper functioning of the 'WzA' Functionality, and incorrect charge of fees for the Services and Additional Services shall be dealt with by Allegro within 30 (thirty) days of filing a complaint by the Seller.

3. Complaints regarding the use of the Delivery Service, the collection of funds from the Recipient or the transfer of the collected funds made by the Carrier for the Service provided based on the Delivery Service using the 'WzA' Functionality, as well as the improper functioning of the 'WzA' Functionality, or charge of fees for the Services and Additional Services may be lodged by letter sent to Allegro.pl address or in an electronic form using the contact form available at <https://allegro.pl/pomoc/kontakt?kategoria=44362df6-b15a-4eac-a24c-c534495b1bda>

4. The Seller may contact Allegro.pl with regard to the Delivery Service as follows:

- a. in writing to 60-166 Poznań, ul. Grunwaldzka 182;
- b. via a contact form available at <https://na.allegro.pl/smart-formularz>.

5. The Seller's complaints concerning the manner of the provision by the Carrier of the Service, Additional Services or other service provided under agreements concluded directly between the Carrier and the Seller shall be addressed directly to the Carrier.

6. Complaints concerning the manner of the provision by the Carrier of the Services, Additional Services or other services provided under agreements concluded directly between the Carrier and the Seller shall be reviewed by the Carrier according to the rules set out in the Carrier's Terms & Conditions or in agreements concluded directly between the Carrier and the Seller, respectively.

7. Considering the wording of paragraphs (5) and (6) above, Allegro.pl, to allow the Sellers to lodge complaints related to non-performance or improper performance of Services and Additional Services provided by the Carrier, grants the power of attorney to the Sellers to take actual and legal actions related to representing Allegro.pl in complaints related to the Services or Additional Services provided by the Carrier as part of the Delivery Service. The power of attorney referred to in the preceding sentence shall be made available for downloading by the User in the Delivery Settings tab in the Seller's Account.

8. Complaints regarding the use of the Returns Services, is lodged by the Buyer directly to Allegro.pl using the contact form available at <https://allegro.pl/pomoc/kontakt?kategoria=2c798b65-a629-4d86-8fde-ab93de1c4166>

## Section 7. End of Delivery Service provision. Opting out of the 'WzA' Functionality.

1. In the case of a violation of these General Terms & Conditions or the Allegro Terms & Conditions, including, in particular, in case the Seller takes any actions which adversely impact the security of Allegro operations or are detrimental to other Users or are intended to circumvent safeguards adopted by Allegro.pl or consist of the falsification of data as part of the Allegro Smart! Service, Allegro.pl shall have the right to discontinue the provision of Delivery Service for the Seller.
2. If the Seller commits a flagrant violation, as referred to in item 1 above, Allegro.pl may suspend the Seller's Account. Provisions of paragraph 8.4. of the Allegro Terms & Conditions shall apply accordingly.
3. The Seller may at any time opt out of the 'WzA' Functionality (resign from using the 'WzA' Functionality) by making appropriate changes in the Account set-up.

## Section 8. Withdrawal from Agreement

1. A Buyer who is a consumer has a statutory right to withdraw from the agreement concerning the purchase of the Returns Service, without giving reasons, within 14 days of the conclusion thereof. The terms of withdrawal from the agreement, including the withdrawal form that the Buyer may use, are laid down in the instructions constituting Appendix no. 1 to the Terms & Conditions.
2. Upon effective withdrawal from the agreement, Allegro.pl shall, without undue delay (no later than within 14 days of the receipt of the withdrawal form), return the amount due to the Buyer, having regard for the payment option selected by the Buyer for the Returns Service, except in cases where: the Parcel has been transferred to the Carrier, or the service has been otherwise commenced, or the Carrier has fully performed the Returns Service.

## Section 9. Final provisions

1. Allegro.pl reserves the right to temporarily modify the principles laid down in these Terms & Conditions in the case of promotional campaigns organized by Allegro.pl or its business partners. Terms and conditions of promotional campaigns shall be identified each time in specific terms and conditions of promotional campaigns.
2. Headings (titles of paragraphs) in these Terms & Conditions are used for convenience only and shall not affect the interpretation of these Terms & Conditions.
3. If any provision hereof is held invalid by a final and absolute judgment of the common court, the remaining ones shall stay in full force and effect.
4. Relevant provisions of the Allegro Terms & Conditions shall apply to the matters not governed by these Terms & Conditions.



## Appendix No. 1 Instruction on withdrawal from the first agreement and template withdrawal form

You may withdraw from the agreement with Allegro.pl for the provision of the Returns Service within 14 days from its conclusion without giving reasons.

To do this, please inform us about your decision using the contact form available at <https://allegro.pl/pomoc/kontakt?kategoria=2c798b65-a629-4d86-8fde-ab93de1c4166>

You may use the template withdrawal form presented below.

TEMPLATE WITHDRAWAL FORM (to be filled in and sent back only if you intend to withdraw from the agreement) to be sent back to the address: Allegro.pl sp. z o.o., ul. Grunwaldzka 182, 60-166 Poznań, or using the contact form available at \_\_\_\_\_.

Declaration: I, \_\_\_\_\_, hereby give notice that I withdraw from my agreement for the provision of the Returns Service. Date of the agreement: \_\_\_\_\_, Name and surname..... Allegro username: .....



# Appendix No. 16A

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

### Section 1. Definitions

**Addressee** — the Buyer or the recipient of the Goods indicated by the Buyer;

**Allegro Lokalnie** — a separate section of the Allegro Platform, dedicated to the conduct of sales by Users of Regular and Business Accounts, including the associated functions, in particular: listing of Classifieds and entering into Transactions as part of Classifieds. Allegro Lokalnie also enables Users to browse Classifieds and support local communities by creating and supporting Fundraisers;

**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: 33,016,950 PLN, Tax Identification Number (NIP): 525-26-74-798, company statistical number (REGON): 365331553;

**Carrier** — a third party providing Services for Allegro.pl.

The Carrier is InPost Sp. z o.o. with its registered office in Krakow at ul. Wielicka 28, 30-552 Kraków, entered into the register of entrepreneurs kept by the District Court for Kraków-Śródmieście, 11th Commercial Department of National Court Register under National Court Register number 0000543759, share capital: PLN 116,278,450.00, Tax Identification Number (NIP): 6793108059, company statistical number (REGON): 360781085,

**Shipping label** — a sticker on the Parcel provided to the Seller by the Carrier so that it can be affixed to the Parcel;

**Buyer** — a User who has purchased Goods from the Seller as part of a Classified ad;

**Classified ad** — a proposal to conclude a Sale of Goods agreement under the terms provided for by the Seller, including, in particular, the price and a description of the Goods offered, using the functionalities available on Allegro Lokalnie, i.e. "Buy It Now" and "Auction" options;

**InPost Parcel Locker** — an electronic deposit cabinet (a device), operated by the Carrier, which enables an authorized person to send or collect Parcels as part of self-service;

**Platform** or **Service Platform** — an open e-commerce platform available at the <https://allegro.pl/> and <https://allegrolokalnie.pl> domains operated by Allegro.pl;





**Postal Law** — Postal Law Act of 23 November 2012 (Journal of Laws of 2020, item 1041, as amended) with the relevant secondary legislation;

**Parcel** — a mail parcel within the meaning of the Postal Law Act containing the Goods and delivered as part of the Delivery Service;

**Non-Standard Parcel** — a parcel prepared contrary to the guidelines provided for in Section 3, paragraph 2, sub-paragraphs b–d of the Delivery Terms & Conditions;

**Delivery Terms & Conditions** — these general Terms & Conditions defining the terms and conditions on which Allegro.pl provides the Delivery Service;

**Allegro Terms & Conditions** — the user agreement providing for the rules of the Platform use published at <https://allegro.pl/terms>;

**Carrier's Terms & Conditions** — Terms & Conditions of the “Allegro Paczkomaty InPost” Service Provided by InPost Paczkomaty Sp. z o. o. and valid documents governing the terms and conditions on which the Carrier provides the Services, as available at <https://inpost.pl/regulaminy>;

**Seller** — the User who sells as part of Classifieds and who uses Services;

**Goods** — the items to which an Offer pertains;

**User** — an entity that gained access to the services provided by Allegro.pl through the Service Platform on principles laid down in the Allegro Terms & Conditions;

**Service** — a service provided by the Carrier for Allegro.pl whereby Goods are moved between the Seller and the Buyer in accordance with the Delivery Terms & Conditions, the Carrier's Terms & Conditions, and the Postal Law. The services are presented by Allegro.pl on the Service Platform as Allegro Paczkomaty InPost (Allegro InPost Parcel Lockers).

**Delivery Service** — an intermediation service concerning the movement of Goods and provided by Allegro.pl to the Sellers against a fee under the Delivery Terms & Conditions, whereby Goods may be moved between the Seller and the Addressee without the need to pay any additional related fees as provided for in the Carrier's Terms & Conditions. The Delivery Service shall include, in particular, the provision of a functionality whereby the Carrier is able to classify a given parcel as a Parcel based on the Shipping Label and to notify the Addressee of the delivery of the Parcel to the Carrier.

In the event of a conflict between the definitions contained in the Allegro Terms & Conditions and the definitions used in these Delivery Terms & Conditions, the definitions contained in these Delivery Terms & Conditions shall prevail.

## Section 2. Terms & conditions of the Delivery Service

1. Allegro.pl provides the Delivery Service on the Platform and under the Delivery Terms & Conditions



to the Users who do not carry out any business and list Classifieds on their Regular Account. Allegro shall not provide any Delivery Services to the Users who list Classifieds on Business Accounts.

2. To order the Delivery Service, the Seller should:

- a. select the "Allegro Paczkomaty Inpost" delivery method in the Classifieds form and indicate the price that the Buyer is to pay for the delivery if this method is used, however, not higher than PLN 8.99;
- b. use the shipping form available under My Allegro Lokalnie > My Local Sales > Orders from Buyers;
- c. generate the Shipping Label, print it, and affix it to the Parcel; the Shipping Label is available in the shipping form under My Allegro Lokalnie > My Sales > Orders from Buyers;
- d. place the Parcel in the InPost Parcel Locker.

The Delivery Service shall be deemed ordered only when all the activities referred to in sub-paragraphs a-d above have been performed.

3. The fee for the Delivery Service shall be charged in the amount and on the terms provided for in Section 5, paragraph 5 of Appendix No. 4 of the Allegro Terms & Conditions as applicable at the time of ordering the Delivery Service.

4. The Services covered by the Delivery Service shall be provided pursuant to the agreement between Allegro.pl and the Carrier whereunder Allegro.pl is the consignor (the sender) within the meaning of the Postal Law, once the Carrier has received confirmation from Allegro.pl that a given Service may be provided as part of the Delivery Service, in keeping with the Delivery Terms & Conditions, the Allegro Terms & Conditions, and the Carrier's Terms & Conditions.

5. Parcels shall be picked up, transported, sorted, and delivered under the Delivery Terms & Conditions, on terms and conditions set out in the Carrier's Terms & Conditions.

6. Allegro.pl is not a carrier within the meaning of the Transport Law Act (Journal of Laws of 2020 item 8, as amended) and the Civil Code (Journal of Laws of 2019 item 1145, as amended).

7. Where the use of the Delivery Service proves impossible or difficult for reasons attributable to Allegro.pl or to the Carrier, Allegro.pl shall reimburse the Seller for any fees paid by them charged as per the rules provided for in Section 5 paragraph 5 of Appendix No. 4 of the Allegro Terms & Conditions.

## Section 3. The rights and obligations of Sellers using the Delivery Service



1. The Seller shall pay the fees related to the provision of the Delivery Service in accordance with the price list set out in Section 5 paragraph 5 of Appendix No. 4 of the Allegro Terms & Conditions as applicable at the time of ordering the Delivery Service and within deadlines provided therein.

2. The Seller shall:

a. comply with the Delivery Terms & Conditions, the Allegro Terms & Conditions, the Carrier's Terms & Conditions, and the Postal Law;

b. put Goods in Parcels that are compliant with the Carrier's Terms & Conditions, the applicable provisions of the Postal Law, and the applicable regulations issued by the Universal Postal Union;

c. print the Shipping Label and affix it to the Parcel correctly, i.e. in accordance with the Carrier's Terms & Conditions, the applicable provisions of the Postal Law, and the applicable regulations issued by the Universal Postal Union;

d. wrap the Parcel correctly, i.e. in line with the Carrier's Terms & Conditions, so that it may be properly picked up, transported, sorted, and delivered by the Carrier.

3. The Seller shall be fully liable to Allegro.pl for any damage caused to Allegro.pl or to the Carrier due to the shipping, pick-up, transport, sorting, or delivery of any Non-Standard Parcels. In particular, the Seller shall reimburse Allegro.pl for all costs, fees, or fines charged to or imposed on Allegro.pl by the Carrier due to the performance of any activities in respect of any Non-Standard Parcels in the maximum amount defined in Section 5 paragraph 5 of Appendix No. 4 of the Allegro Terms & Conditions.

4. The Seller acknowledges that the Carrier has the right to refuse to provide the Service if the Carrier finds that the Parcel to be shipped as part of the Delivery Service is a Non-Standard Parcel.

5. The Seller acknowledges that where it becomes evident that a Parcel is a Non-Standard Parcel only after its pick-up from the Seller, the Carrier may suspend the provision of the Service and alert Allegro.pl. In such a case, Allegro.pl shall request the Seller to eliminate promptly the condition that prevents the shipment of the Parcel or the provision of the Service, particularly by packing the Non-Standard Parcel in the proper manner or securing it at their own cost. In cases referred to in the preceding sentence, the Seller may be required to pick up the Non-Standard Parcel from the Carrier at their own cost and to remedy the damage, if any, caused to the Carrier by that Parcel or in relation to it, or to cover the cost of the Parcel pick-up and to remedy the damage, if any, caused to Allegro.pl by that Parcel or in relation to it.

6. If the Delivery Service or the Service cannot be performed due to the Seller's fault, Allegro.pl shall have the right to return the Parcel to the Seller at the Seller's cost and to seek compensation corresponding



to the price of the Delivery Service as specified in Section 5 paragraph 5 of Appendix No. 4 of the Allegro Terms & Conditions.

## Section 4. The processing of personal details in connection with the provision of the Delivery Service.

1. Allegro.pl is the personal details controller for Sellers with regard to the offer of the Delivery Service on the Service Platform within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal details and on the free movement of such details, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

2. Personal details shall be processed by Allegro.pl in accordance with applicable legal regulations, in particular, with the provisions of the GDPR. The legal basis for the processing of Sellers' personal details by Allegro.pl shall be Article 6(1)(b) of the GDPR, i.e. the processing is necessary for the performance of the agreement between the Seller and Allegro.pl concerning services provided by Allegro.pl on the Platform, including the Delivery Service.

3. The Seller may contact Allegro.pl using the email address: [iod@allegro.pl](mailto:iod@allegro.pl) if they have any questions concerning the processing of their personal details by Allegro.pl.

4. The Sellers' personal details shall be processed by Allegro.pl for the following purposes: providing the Delivery Service; handling complaints; bookkeeping; creating statistics and analyses; establishing, exercising, or defending claims; and ensuring accountability with respect to the personal details processed.

5. The Seller's personal details processed by Allegro.pl shall include the following information: the login, the full name, the address of residence or stay, contact number, email address, the address for the delivery and return of Goods, the parcel status, the parcel collection code and the number of a consignment note (tracking number) as long as the Carrier provides such a number.

6. The Carrier is also a personal details controller in respect of the personal details of the Sellers within the scope related to the provision of the Services by the Carrier. The detailed principles pertaining to the processing of the Sellers' personal details by the Carrier in connection with the Service provision are described in the Carrier's Terms & Conditions.

7. Personal details of the Sellers may be transferred to:



- a. The Carrier in order to ensure Allegro.pl's accountability of the fulfillment of obligations arising from the agreement made with that Carrier;
  - b. The Carrier, at the Sellers' request, to refer questions or complaints regarding the services provided by the Carrier;
  - c. the entities authorized to receive such details under applicable provisions of law, including appropriate judicial authorities.
8. For the Delivery Service to be provided, the Seller shall provide Allegro.pl with the personal details of Addressees. The aforementioned personal details shall be processed by Allegro.pl in accordance with applicable legal regulations, in particular, with the provisions of the GDPR.
9. Relevant provisions of Appendix No. 5 of the Allegro Terms & Conditions (Privacy Policy) shall apply *mutatis mutandis* to the matters not governed by this Section.

## Section 5. Complaints concerning the Delivery Service

1. The Seller may file a complaint concerning the Delivery Service envisaged herein if the Delivery Service is not provided by Allegro.pl at all or is provided improperly, in violation of these Delivery Terms & Conditions. The Seller may also file a complaint if the fees for the Service or for the handling of a Non-Standard Parcel paid by the Seller to Allegro.pl have been charged incorrectly.
2. Any complaints relating to the use of the Delivery Service and any incorrect charging of the fees for the Services or for the handling of a Non-Standard Parcel shall be handled by Allegro.pl within 30 (thirty) days of lodging a complaint by the Seller.
3. Complaints regarding the use of the Delivery Service or the charging of the fees for the Services or for the handling of a Non-Standard Parcel may be filed by letter sent to Allegro.pl address or in an electronic form using the contact form available at <https://allegro.pl/pomoc/kontakt?kategoria=44362df6-b15a-4eac-a24c-c534495b1bda>.
4. The Seller may contact Allegro.pl with regard to the Delivery Service as follows:
- a. by letter sent to 60-166 Poznań, ul. Grunwaldzka 182, Poland;
  - b. using the contact form available at <https://na.allegro.pl/smart-formularz>
5. The Seller shall file complaints concerning the manner of the Service provided by the Carrier directly to the Carrier.

6. Considering the wording of paragraph 5 above, Allegro.pl, to allow the Sellers to file complaints related to the failure to provide or improper provision of the Services by the Carrier, shall grant the power of attorney to the Sellers to take actual and legal actions related to representing Allegro.pl in complaints pertaining to the Services provided by the Carrier as part of the Delivery Service. The power of attorney referred to in the preceding sentence shall be made available to the User at their request after using the contact form available at <https://allegro.pl/pomoc/kontakt?kategoria=44362df6-b15a-4eac-a24c-c534495b1bda&subjectId=2d542135-a6d7-474c-a4a1-f96451c8bbc5>.

## Section 6. Cancellation of the Delivery Service

1. In the case of a violation of these Delivery Terms & Conditions or the Allegro Terms & Conditions, in particular, when the Seller takes any action which adversely affects the security of the Service Platform operations or is detrimental to other Users or is intended to circumvent safeguards adopted by Allegro.pl or consist in the falsification of details as part of the Delivery Service, Allegro.pl shall have the right to discontinue the provision of the Delivery Service to the Seller.

2. In the case of any gross or recurring violations referred to in paragraph 1 above, Allegro.pl may suspend the Seller's Accounts. The provisions of Section 8, paragraph 4 of the Allegro Terms & Conditions shall apply accordingly.

## Section 7. Final provisions

1. The Seller may not withdraw from the Delivery Service that Allegro.pl has provided completely.

2. Headings (titles of particular articles) in these Delivery Terms & Conditions are used for convenience only and shall not affect the interpretation of these Delivery Terms & Conditions.

3. If any provision hereof is held invalid by a final and absolute judgment of the common court, the remaining provisions shall remain in full force and effect.

4. Relevant provisions of the Allegro Terms & Conditions shall apply to the matters not governed by these Delivery Terms & Conditions.

# Appendix No. 17

## Appendix No. 17. Charity Offers

This appendix sets out the rules for posting and participating in Charity Offers. Any matters not regulated by these Terms & Conditions shall be governed by the Allegro Terms & Conditions

### 1. Definitions

**Allegro.pl** — Allegro.pl sp. z o.o. with its registered office in Poznań, 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 33,016,950.00, paid in full; Tax Identification Number (NIP): 525-26-74-798, statistical identification number (REGON): 365331553.

**Fundraiser Goal** — a cause indicated by a Charity consistent with its statutory objective, for which funds raised through Charity Offers, i.e. funds from the sales of Goods and Donations, will be allocated.

**Donation** — a functionality available in each Charity Offer that allows Users (Buyers) at the time of making the Transaction in a Charity Offer to donate any amounts to the Charity for the benefit of which the Offer has been posted.

**Charity Offers** — Offers on the Website posted by Charities or by Users for the benefit of such Charities, where the revenue from such Offers will be allocated for the Fundraiser Goal.

**Charity** — an association within the meaning of the Associations Act of 7 April 1989 (consolidated version: Journal of Laws of 2019, item 713, as amended), a foundation within the meaning of the Foundations Act of 6 April 1984 (consolidated version: Journal of Laws of 2018, item 1491, as amended) or other organizations the statutory objectives of which include charitable activities, which met the conditions set out in Section 3 of the Terms & Conditions.

**Payment Operator** — PayU SA with its registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, a national payment institution supervised by the Polish Financial Supervision Authority, entered into the Register of Payment Services under No. IP1/2012, entered in the Register of Entrepreneurs maintained by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000274399, with the share capital of PLN 4,944,000 paid in full, Tax Identification Number (NIP): 779-23-08-495, statistical identification number (REGON): 300523444. The User may contact the company by sending an email to [pomoc@payu.pl](mailto:pomoc@payu.pl).

**Allegro Terms & Conditions** — the Website terms and conditions available at <https://allegro.pl/regulamin/pl>.





**Terms & Conditions** — the document in the form of Appendix No. 17 of the Allegro Terms & Conditions.

**Website** — an online e-commerce platform operated by Allegro.pl and available in the allegro.pl domain.

**Agreement** — an agreement defining the rules for posting Charity Offers and activating a Fundraiser Goal made between a Charity and Allegro.pl.

Capitalized terms not defined in this Section 1 shall have the meaning assigned to them in the Allegro Terms & Conditions.

## 2. General Provisions

2.1. Allegro.pl shall support Charity Offers by providing tools necessary for their functioning, to be used, for example, to indicate and activate by a Charity a Fundraiser Goal for which Charity Offers will be posted and Donations will be made.

2.2. The Fundraiser Goal shall be indicated by the Charity through online tools made available to the Charity in the settings of its Account and activated on the date indicated by it; however, the duration of the Fundraiser Goal may not exceed the period of 1 year from the date of its activation.

2.3. The Fundraiser Goal may not be changed through the duration of Charity Offers posted for a given cause from the time when buying offers appear in the respective Charity Offer.

2.4. It is forbidden to indicate a Fundraiser Goal that would contravene the provisions of law or good practices, infringe upon the rights of third parties or commonly accepted social norms, propagate fascism or other totalitarian political system or incite hatred on the basis of nationality, ethnic origin, race or religious beliefs or lack thereof.

2.5. In the cases referred to in paragraph 2.4 above, Allegro.pl shall make it impossible to indicate a Fundraiser Goal and post any Charity Offers related to it.

2.6. Allegro.pl is not responsible for actions or omissions of Charities that act independently of Allegro.pl. Verification by Allegro.pl shall be limited to making sure that a Fundraiser Goal satisfies the formal requirements set out in the Terms & Conditions.

2.7. The provisions of Appendix No. 7B of the Allegro Terms & Conditions and the exclusions concerning the non-binding nature of the Offers described in paragraph 3.3 of the Allegro Terms & Conditions shall not apply to Charity Offers. Transactions referred to in paragraph 3.3 of the Allegro Terms & Conditions made as part of Charity Offers shall be binding, except for Transactions concerning real estate sales or lease.



2.8. With reference to Appendix No. 1 and Appendix No. 2 of the Allegro Terms & Conditions, Allegro.pl may decide not to apply the restrictions described therein upon the User's prior contact with Allegro.pl by sending an email to the following address: kontakt@charytatywni.allegro.pl. This waiver may only be applicable to the Users for whom Allegro has agreed to post a given Charity Offer.

2.9. In the case of Charity Offers, it is forbidden to sell Goods the description of which implies that such listings or such Goods will be used as an advertising tool.

### 3. Registration of Accounts by Charities

3.1. A Charity organization shall Register a Business Account using an appropriate registration form, which it must complete in compliance with actual facts and legal status.

3.2. Upon the Registration, the Charity must obtain the status of a 'Charity Account'. For this purpose, the Charity organization must complete the application available in the Account settings under the tab: My Account > Allegro Charytatywni, providing the following details and documents:

- a. the Charity name;
- b. the information whether the Charity organization has the status of a public benefit organization within the meaning of the Act of 24 April 2003 on public benefit activity and volunteering (consolidated version: Journal of Laws of 2012, No. 234, item 1536, as amended);
- c. the statutory objectives of the Charity (the so-called 'areas of assistance');
- d. the financial report of the previous financial year;
- e. the Article of Incorporation of the Charity.

3.3. Upon the verification of the completed registration form and of the application and the documents referred to in paragraph 3.2 above by Allegro.pl, a message shall be sent to the email address provided by the Charity, which, in the case of the positive outcome of the verification, shall contain the Agreement.

3.4. Upon the acceptance of the Agreement by the Charity by clicking the Accept button available in the Charity Account under the "Allegro Charytatywni" tab, the Agreement shall be made and become effective.

### 4. Charity Offers

4.1. Users purchasing Goods in Charity Offers shall be identified in accordance with the provisions of Appendix No. 7A of the Allegro Terms & Conditions.

4.2. In order to post a Charity Offer on the Website, the User shall use a special form titled: "List an item for charity" available at <https://allegro.pl/charityOffer/>, and then must indicate the Fundraiser Goal.

4.3 When a Charity Offer is posted by a User, the price of the Goods to be sold in such a listing shall be transferred directly to the account number of the Charity the Fundraiser Goal of which was indicated by the User prior to its posting on the Website.

4.4. In the case of Charity Offers, payments for Goods may be made only using the payment service specified in Appendix No. 7A of the Allegro Terms & Conditions.

4.5. When Charity Offers concern Goods referred to in Annex No. 15 to the VAT Act of 11 March 2004 (consolidated version: Journal of Laws of 2020, item 106, as amended), the sales of which will be evidenced with an invoice for the total amount of receivables exceeding the amount referred to in Article 19(2) of the Entrepreneurs' Law of 6 March 2018 (Journal of Laws of 2019, item 1292, as amended), i.e. a gross amount of PLN 15,000, and the payment for the aforementioned Goods has been made using the split payment mechanism, the User (Seller) shall immediately transfer to the Charity the entire amount corresponding to the price of these Goods.

4.6. Under of Charity Offers, the following products/services are not available:

a) the 'Installments' product at Allegro referred to in the terms and conditions available at <http://allegro.pl/raty/regulamin>

b) the 'Allegro Pay Later' (Allegro Zapłać Później) service referred to on the webpage: <https://allegro.pl/regulaminy/regulaminuslugi-allegro-zaplac-pozniej-z8XAXR6ZYFL>

c) the Allegro Pay service provided in accordance with its Terms & Conditions.

4.7. Allegro.pl shall not charge basic fees for the posting of Charity Offers and sales commissions on the sales of Goods in such listings.

4.8. The price of the Goods to be sold in Charity Offers posted by Users shall be transferred directly to the account number of the Charity. In this case, the User who has posted the Charity Offer shall receive only the costs paid by the Buyer of the delivery of the Goods purchased in this offer.

4.9. Payments by the Users who are Buyers for Goods purchased in Charity Offers shall be made through the Payment Operator on the terms provided for in Appendix No. 7A of the Allegro Terms & Conditions.

4.10. Should the User who is the Buyer exercise the right to withdraw from the agreement concluded as part of a Charity Offer as per Article 27 of the Consumer Rights Act of 30 May 2014, the Charity, at Seller's request made directly through the Message Center functionality, shall refund the amount corresponding to the price of the Goods purchased to the Buyer's account number.

4.11. Charity Offers may not be posted in the following categories:

- Health > Erotica

- Health > OTC drugs
- Sports and Travel > Military supplies > Air Guns
- Sports and Travel > Military supplies > Knives, Machetes
- Business and services > Services
- Business and services > Live Animals
- Automotive > Cars
- Automotive > Motorcycles and Quads
- Automotive > Machinery
- Automotive > Trailers, Semitrailers
- Automotive > Other Vehicles and Boats
- Real Estate
- Culture and Entertainment > Tickets

4.12. The duration of Charity Offers may not exceed the duration of the Fundraiser Goal, i.e., a maximum of 90 days, except that the duration of a Charity Offer may not be shorter than 24 hours.

## 5. Security and credibility of Transactions made as part of Charity Offers

5.1. Allegro.pl reserves the right to verify Users purchasing Goods in Charity Offers in the cases when the value of the Transaction made as part of a Charity Offer or the amount offered during the Auction is greater than or equal to PLN 1,000.00. For this purpose, sub-paragraph 2.12.a of the Allegro Terms & Conditions shall apply *mutatis mutandis*.

5.2. In the event of losing credibility by the User as determined during the verification referred to in paragraph 5.1 above, and in the cases of the violation by them of the Terms & Conditions, the Allegro Terms & Conditions, and the provisions of the applicable law, paragraph 8.4. of the Allegro Terms & Conditions shall apply.

## 6. Complaints Procedure

6.1. A User may lodge complaints regarding the failure to perform or undue performance of services related to the handling of Charity Offers by Allegro.pl.



6.2. A complaint can be lodged by email to the following address: kontakt@charytatywni.allegro.pl, or by a registered letter sent to Allegro.pl sp. z o.o., ul. Grunwaldzka 182, 60-166 Poznań, with a note: "Reklamacja Zbiórki Charytatywnej - Właściwy Cel Zbiórki" (A complaint regarding a Charitable Fundraiser — the respective Fundraiser Goal").

6.3. A complaint must contain at least the User's first and last name and email address assigned to their Account, the description of their reservations, and the proposed method of solving the complaint.

6.4. In the case when the data or information specified in a complaint must be supplemented, before handling the complaint, Allegro.pl shall request the User to supplement them to the indicated extent.

6.5. Allegro.pl shall handle a complaint within 14 days from the date of the receipt of a duly lodged complaint. The User shall receive the information about the method of handling the complaint by email to the email address assigned to their Account.

## 7. Privacy

7.1. Allegro.pl is the personal data controller for the Users participating in Charity Offers and establishing Fundraiser Goals within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

7.2. Allegro.pl shall process personal data of Users in accordance with applicable provisions of law, including the GDPR. Specific information regarding data processing is available in Appendix No. 5 of the Allegro Terms & Conditions — Privacy Protection Policy at <https://allegro.pl/regulamin/pl/zalacznik-5>

## 8. Final Provisions

8.1. Headings (titles of paragraphs) in these Terms & Conditions are used for convenience only and shall not affect the interpretation of these Terms & Conditions.

8.2. If any provision hereof is held invalid by a final and absolute judgment of the common court of law, the remaining provisions shall remain in full force and effect.

# Appendix No. 18

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

### I. GENERAL PROVISIONS

#### Section 1. Definitions

Terms used in this document shall have the following meaning:

**Code of Medical Ethics** — the Code of Medical Ethics of 2 January 2004;

**Medical Activities Act** — the Medical Activities Act of 15 April 2011 (consolidated text: Journal of Laws of 2020 item 295 as amended);

**Healthcare Service Provider** — an entity involved in, inter alia, the distribution of prepaid products (Vouchers) of the Service Providers cooperating with it, and the Service Provider in the case of the direct distribution of the aforementioned products under an individual agreement entered into with Allegro.pl;

**Service Provider** — an entity performing healthcare activities, providing healthcare, medical or paramedical services (in particular a doctor), which is an entity performing medical activities within the meaning of the provisions of law, including the Medical Activities Act, and entered in the register of entities performing medical activities and, in the case of doctors, also licensed to provide their services as a doctor on the territory of the Republic of Poland, bound by the Medical Code of Ethics;

**Agreement** — an agreement providing for the rules for the sales of Vouchers for Medical Services on Allegro entered into by Allegro.pl and a Healthcare Service Provider;

**Voucher** — a paid instrument (POSA Cards, PIN Codes), which is associated with the obligation to accept it as remuneration or part of the remuneration for the provision of specific Medical Services by a specific Service Provider, which is not an electronic payment instrument or an electronic money instrument or a payment card, distributed under the relevant Agreement;

**Medical Service** — a medical service provided after the purchase of a Voucher distributed on Allegro by a Healthcare Service Provider consisting of performing the healthcare Service remotely, without the simultaneous presence of the Service Provider and the Buyer, using a chat or teleconsultation;

**Customer** — the buyer of the Voucher for a Medical Service to be provided by the Service Provider;

**General Terms & Conditions** — General Terms & Conditions of the Cooperation Related to the Sales of Vouchers Exchangeable for Medical Services, constituting this document.

**Buyer** — a natural person to whom a Medical Service is to be provided by the Service Provider, including the Customer.

## Section 2. Subject of cooperation

### 2.1.

Allegro.pl shall provide the Healthcare Service Provider with IT tools to be used to sell Vouchers for Medical Services, including the special "Telehealth" category related to this type of service, in which Offers related to Vouchers for Medical Services shall be posted, on the terms provided for in these General Terms & Conditions and, within the scope referred to in the paragraph below, also in the Allegro Terms & Conditions.

### 2.2.

Allegro.pl shall make it possible for the Customer to purchase a Voucher for a Medical Service for a specified price, which shall be provided by the Service Provider.

### 2.3.

By purchasing a Voucher for a Medical Service, the Customer shall enter into a contractual relationship with the Healthcare Service Provider concerning the sales of the Voucher. By using the Voucher to pay for the Medical Service of a particular Service Provider, the Buyer shall enter into a contractual relationship with it concerning the provision of the Medical Service purchased. Allegro is not a party to the Voucher sales agreement or the Medical Service provision agreement.

### 2.4.

The Voucher sales agreement entered into with the Healthcare Service Provider shall be performed in accordance with the Allegro Terms & Conditions, including the General Terms & Conditions, and the content of the Offer concerning the Voucher. The agreement with the Service Provider shall be performed under the terms described in the Offer.

### 2.5.

The Agreement and the General Terms & Conditions shall be the basic source of mutual rights and obligations of Allegro.pl and the Healthcare Service Provider. The Allegro Terms & Conditions shall apply to the mutual rights and obligations of Allegro.pl and the Healthcare Service Provider only to the matters not governed by the Agreement and the General Terms & Conditions. In the event of a conflict between the General Terms & Conditions and the Allegro Terms & Conditions, the General Terms & Conditions shall prevail in the relations between Allegro.pl and the Healthcare Service Provider. With respect to the relation between Allegro.pl and the Healthcare Service Provider, the Parties shall completely exclude the application of the following clauses of and appendices of the Allegro Terms & Conditions:

Appendix No. 6

Appendix No. 12

### 2.6.



Pertaining to Vouchers, the General Terms & Conditions and the content of the Offers concerning Vouchers shall be the basic source of mutual rights and obligations of the Healthcare Service Provider and the Customer. The Allegro Terms & Conditions shall apply to the mutual rights and obligations of the Healthcare Service Provider and the Customer only in matters not governed by the General Terms & Conditions and the Offer concerning the Voucher. In the event of a conflict between the General Terms & Conditions and the Offer concerning the Voucher, the General Terms & Conditions shall prevail in the relations between the Healthcare Service Provider and the Customer.

2.7.

Pertaining to Vouchers, the General Terms & Conditions shall be the basic source of mutual rights and obligations of Allegro and the Customer. The Allegro Terms & Conditions shall apply to the mutual rights and obligations of Allegro and the Customer only in matters not governed by the General Terms & Conditions. In the event of a conflict between the General Terms & Conditions and the Allegro Terms & Conditions, the General Terms & Conditions shall prevail in the relations between Allegro and the Customer.

2.8.

The Healthcare Service Provider shall sell Vouchers on the Account dedicated to selling Goods from such a category, according to the principles stipulated in the General Terms & Conditions and the Agreement.

2.9.

The Healthcare Service Provider acknowledges that the functionality of its Account used to sell Vouchers for Medical Services should be limited to order placing, order processing, and payment processing features. With respect to the relation between Allegro.pl and the Seller, the Parties shall completely exclude the application of the following paragraphs of and appendices of the Allegro Terms & Conditions:

- a. promoting and advertising the Healthcare Service Provider or Service Providers;
- b. Allegro Smart! and Allegro Smart! Student;
- c. the possibility of listing the Healthcare Service Provider's Offers as an Auction;
- d. the possibility of listing Charity Offers.

2.10.

Allegro.pl shall prevent Users of Junior Accounts from concluding Transactions concerning Vouchers for Medical Services listed as the Healthcare Service Provider's Offers.

2.11.

On the Account used to sell Vouchers for Medical Services by the Healthcare Service Provider, Allegro.pl shall not provide any services other than the services expressly listed in the General Terms & Conditions,



the Agreement, and the Allegro Terms & Conditions, in particular, it shall not provide financing, security or advertising services to the Healthcare Service Provider or the Service Providers, or any intermediation services related to the conclusion of third-party service agreements.

### **Section 3. Account registration**

3.1.

The Healthcare Service Provider shall Register an Account to be used to sell Vouchers using the respective registration form for Business Accounts. The form shall be completed by the Healthcare Service Provider in accordance with facts, the legal status, and on the basis of submitted copies of documents confirming their business details.

3.2.

Once Allegro.pl has verified the completed registration form, a message shall be sent to the email address provided, which, in the case of a positive outcome of the verification, shall contain the Agreement. Upon the Healthcare Service Provider's acceptance of the Agreement's content (acceptance is given by replying to the message referred to in the preceding sentence), the information on the conclusion of the Agreement and other information as required by law shall be sent to the Healthcare Service Provider's email address.

3.3.

Upon the conclusion of the Agreement, the Healthcare Service Provider shall be able to sell Vouchers on Allegro on the principles stipulated in the General Terms & Conditions and the Agreement.

3.4.

During the Registration of the Account to be used to sell Vouchers and during the later use of Allegro, the Healthcare Service Provider shall provide the required and true data and information and also make true statements. The Healthcare Service Provider should update on an ongoing basis the data in the settings after logging in to the Account used to sell Vouchers. The Healthcare Service Provider may not delete the data provided in the settings of the Account used to sell Vouchers after its Registration.

3.5.

In the case of registering multiple Accounts to sell Vouchers by the same Healthcare Service Provider, an individual Agreement must be concluded.

3.6.

The Registration by the same Healthcare Service Provider of an Account other than the Account to be used to sell Vouchers shall be possible on the general principles provided for in the Allegro Terms & Conditions. In this case, however, the sale of Vouchers shall be permitted only on the Account used to sell such Vouchers and the Healthcare Service Provider must ensure that Users are not redirected from





Offers in the other Account to the Account used to sell Vouchers and the content of such Offers may not otherwise refer to business activities carried out on this Account.

3.7.

The Healthcare Service Provider may not use the Account used to sell Vouchers to carry out activities that violate the Agreement, the General Terms & Conditions, or the Allegro Terms & Conditions.

3.8.

The Healthcare Service Provider may not make the Account used to sell Vouchers available to other persons, except for making it available to persons authorized by them to act on their behalf.

## **Section 4. The course of the Transaction**

4.1.

Upon the acceptance of the terms of an Offer concerning a Voucher for a Medical Service, the Buyer shall fill in the Order Form on the page of said Offer and confirm their choice. Upon the confirmation of the choice, the completed Order Form shall be displayed to the Buyer and sent to the email address assigned to their Account.

4.2.

The confirmation of entering into an agreement between the Buyer and the Healthcare Service Provider in the form of the Order Form shall be sent automatically by email (or by other means of electronic communications) and shall be for information purposes only. In the email referred to in the previous sentence, the parties to the agreement shall receive the following details (as they currently appear in their Account settings):

- a. the Healthcare Service Provider's name, address, and contact number;
- b. the Buyer's details: their full name or business name and address, email address, and contact number;
- c. the buyer's details: their full name or business name and address, and the contact number — if not the same as for the Buyer;
- d. the information concerning the Voucher for a Medical Service ordered, i.e. the value of the Voucher and the type of the Medical Service.

## **Section 5. Fees**

5.1.

Amounts of fees for listing Offers concerning Vouchers for Medical Services, the terms of collecting them, the method of their calculation, and the terms of issuing and sending invoices shall be provided for in Appendix No. 4 of the Allegro Terms & Conditions (Fees and sales commissions).

5.2.

The price of the Voucher shall be the entire amount due for the Medical Service and the Customer shall not be obliged to pay any other additional fees in order to use the Medical Service.

## II. FINAL PROVISIONS

1. Headings (titles of particular articles) herein have been added for convenience only and shall not affect the interpretation of the Allegro Terms & Conditions.

2. If any provision hereof is held invalid by a final and absolute judgment of the common court, the remaining provisions shall remain in full force and effect.

3. Relevant provisions of the Allegro Terms & Conditions shall apply to the matters not governed by these Terms & Conditions.

# Appendix No. 19

## Appendix No. 19: Data processing Agreement

### Section 1. Definitions

#### 1.1

The terms used in this document shall be construed to mean as follows:

**Personal Data** — any information concerning an identified or identifiable natural person, in particular, regarding Buyers, including information about Transactions, e.g. orders placed, the manner of their execution, the status of their execution, the content of the correspondence related to Transactions, information on the use of functionalities available in connection with the Service;

**GDPR** — Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

**Agreement** — this agreement on data processing;

**Service** — the automatic correspondence handling service provided by Allegro.pl to Sellers in their registered Business Accounts using the machine learning technology.

#### 1.2

Other capitalized terms shall have the meaning assigned to them in the Allegro Terms & Conditions.

### Section 2. The scope of processing

#### 2.1.

The Seller shall order Allegro.pl to process Personal Data, and Allegro.pl shall process Personal Data in accordance with the Agreement and the personal data protection regulations, in particular, the GDPR.

#### 2.2.

Allegro.pl shall process Personal Data at the Seller's request in order to provide the Service. In particular, Allegro.pl shall collect, record, store, modify, organize, analyze, combine, anonymize, and delete Personal Data, also in an automated manner, to the extent necessary to provide the Service.

#### 2.3.

The Seller hereby declares that they are entitled to entrust Allegro.pl with the processing of Personal Data for the purposes and to the extent provided for in the Agreement.

#### 2.4.

Allegro.pl shall process Personal Data also for its own purposes within the scope that follows from the Privacy Protection Policy, which constitutes Appendix No. 5 to the Allegro Terms & Conditions. The fact that Allegro.pl processes Personal Data at the Seller's request shall not limit the right of Allegro.pl to process Personal Data in other cases described in the Allegro Terms & Conditions.

#### 2.5.

The Seller shall accept the processing of Personal Data by Allegro.pl to the extent that Allegro.pl has an independent legal basis for the processing of Personal Data, including for the purpose of improving the quality of the Service provided, developing algorithms for the provision of the Service, offering own services to Buyers, exercising or defending claims, and for analytical purposes.

### Section 3. The rules for the processing of Personal Data by Allegro.pl on the Seller's behalf

#### 3.1.

Allegro.pl shall process Personal Data pursuant to personal data protection regulations, in particular, the GDPR.

#### 3.2.

Allegro.pl shall:

- a. process Personal Data only based on the Seller's documented instruction (taking into account Article 28(3)(a) of the GDPR), with such instruction to be understood by Allegro.pl and the Seller to mean the entrusting of the processing of personal data by the Seller under the Allegro Terms & Conditions;
- b. ensure that persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c. take (implement) any appropriate technical and organizational measures (taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of processing, as well as the risk for the rights and freedoms of natural persons, of varying likelihood and severity) to ensure a level of security appropriate to the risk, including inter alia as appropriate:
  - i. the pseudonymization and encryption of Personal Data;
  - ii. the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
  - iii. the ability to restore the availability of and access to Personal Data in a timely manner in the event of a physical or technical incident;

iv. a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing;

v. the compliance with the conditions for engaging another processor under Article 28(2) and Article 28(4) of the GDPR.

### 3.3

As part of the right to audit (including the right to inspect), the Seller may request Allegro.pl to provide information regarding the processing of Personal Data by Allegro.pl, by sending the respective request to the address: [iod@allegro.pl](mailto:iod@allegro.pl). Upon receiving the request, Allegro.pl shall reply to the request sent (and shall provide the information covered by the request) within 30 (thirty) days of receiving the request.

### 3.4.

Allegro.pl may further entrust the processing of Personal Data to sub-processors. If the Seller objects to the use of sub-processors by Allegro.pl, the Seller should terminate the agreement as described in Section 15 of the Allegro Terms & Conditions. The Seller's objection to the use of sub-processors by Allegro.pl shall mean that the Seller will not be able to use the Service to the extent that its performance involves the processing of Personal Data by any sub-processor.

### 3.5.

Allegro.pl shall only use sub-processors that provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subjects. Allegro.pl shall ensure that sub-processors are subject to personal data protection obligations corresponding to those imposed on Allegro.pl under the Agreement.

### 3.6.

Allegro.pl shall delete Personal Data within the time limits specified in the Privacy Protection Policy, which constitutes Appendix No. 5 to the Allegro Terms & Conditions, subject to paragraphs 2.4. and 2.5. of the Allegro Terms & Conditions.

### 3.7.

The Agreement shall be effective for the entire period of the Seller's use of the Service. If the Agreement is not concluded, the Seller will not be able to use the Service.

# Appendix No. 20

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

## CHAPTER 1. GENERAL PROVISIONS

### Section 1. Definitions

1.1.

**E-commerce VAT** — VAT collected and paid by Allegro.pl for Transactions made by Sellers as part of the obligations imposed under the e-commerce VAT Package;

1.2.

**E-commerce VAT Package** — a set of amendments to the European Union law governed by Directive 2006/112/EC (as implemented by Council Directive (EU) 2017/2455 and Council Directive (EU) 2019/1995) and Council Implementing Regulation (EU) No 282/2011 (as implemented by Council Implementing Regulation (EU) 2018/1912 and Council Implementing Regulation (EU) 2019/2026) and to the Polish VAT Act imposing obligations on e-commerce platforms in the case of B2C Transactions, in particular regarding (i) the collection and payment of VAT in specific cases and (ii) the archiving and reporting of transactions.

1.3.

**EU VAT Directive** — Directive 2006/112/EC with Council Implementing Regulation (EU) No 282/2011;

1.4.

**VAT Act** — the VAT Act of 11 March 2004 as applicable in Poland;

1.5.

**VAT Goods** — things or parts thereof within the meaning of the VAT Act subject to the provisions of the e-commerce VAT Package;

1.6.

**B2C Transactions** — Transactions made between Sellers, understood as the entities referred to in paragraph 2.3. of the Allegro Terms & Conditions, who have registered Business Accounts and Buyers, understood as entities referred to in paragraph 2.1. of the Allegro Terms & Conditions, who have registered Regular Accounts or Business Accounts and who have declared that the purchase of Goods



is for private purposes, i.e., is not related to conducted business activity. B2C Transactions do not cover transactions for which the Buyer, who has a Regular Account, declares that they want to receive an invoice for their business purposes.

**7. Fixed Establishment** – in accordance with Article 11.2 of the Council Implementing Regulation (EU) No. 282/2011, i.e., a place characterized by a sufficient degree of permanence and a suitable structure in terms of human and technical resources to enable an entity that does not have any registered seat in a specific EU country to carry out business activity in it. In particular, its establishment is not determined by the obligation to be registered for VAT purposes or the fact of being registered for VAT purposes in a particular country.

## Section 2. Introduction

### 2.1.

Appendix No. 20 of the Allegro Terms & Conditions provides the terms and conditions for Sellers regarding the applicability of the e-commerce VAT Package on Allegro, which, under the EU VAT Directive, as part of B2C Transactions, imposes on e-commerce platforms, including Allegro, the obligation to settle VAT or to process, archive, and report transactional data.

### 2.2.

Due to the applicability of the e-commerce VAT Package, Allegro.pl shall be assigned the taxpayer status, i.e., it is obliged to collect and pay VAT for B2C Transactions made on Allegro, when the following conditions are met jointly:

- a. VAT Goods are delivered by Sellers with registered seats outside the European Union (who, at the same time, do not have a Fixed Establishment in the territory of the European Union) and
- b. VAT Goods are delivered in the territory of the European Union.

*(Example 1: Allegro.pl will be required to collect and pay e-commerce VAT on a Transaction made between a Seller with its registered seat in China, who **does not have any Fixed Establishment** in any European Union country, and the Buyer from Poland who is a consumer, if the item on the Offer at the time of purchase is in a warehouse in Germany and, as a result of the Transaction, it will be shipped from Germany to Poland.)*

*(Example 2: Allegro.pl will not be required to collect and pay e-commerce VAT on a Transaction made between a Seller with its registered seat in China, who **has a Fixed Establishment** in the Netherlands (and is registered there for VAT EU purposes), and the Buyer from Poland who is a consumer, if the item on the Offer at the time of purchase is in a warehouse in the Netherlands and, as a result of the Transaction, it will be shipped from the Netherlands to Poland.)*

### 2.3.



Within the scope of paragraph 2.2. and in other cases, under B2C Transactions covered by e-commerce VAT, Allegro.pl shall process, including archiving, transaction data referred to in paragraph 3.1. below and make them available to competent tax authorities upon their request.

2.4.

At the same time, Allegro.pl reserves that, despite the provisions contained in this Appendix of the Allegro Terms & Conditions related to the obligations of Allegro.pl concerning VAT settlements under the e-commerce VAT Package and the archiving of information on specific Transactions, the role of Allegro.pl referred to in Section 8. of the Allegro Terms & Conditions and the Seller's obligations resulting therefrom, including those related to the completion of Transactions, shall not change.

## CHAPTER 2. TRANSACTIONS

### Section 3. Sellers' Liability

3.1.

Allegro.pl shall settle VAT for Transactions subject to e-commerce VAT and process, including keeping records of these Transactions, based on the information provided by the Seller. For this purpose, the Seller shall provide the required and accurate data and information, update them promptly, and make factual statements.

3.2.

The scope of data and information referred to in paragraph 3.1. and provided by the Seller shall refer to the time of the B2C Transaction and include, but not be limited to:

- a. the Goods being sold in the Offer and other parameters and information contained in the Offer description, required to determine the obligation to settle e-commerce VAT, including those regarding the change in the price of the Goods sold, cancellation of payment, reimbursement of the payment to the Buyer, return of the Goods by the Buyer;
- b. the country of the Seller's registered seat;
- c. the fact of having or not having any Fixed Establishment in the territory of the European Union and an EU VAT number assigned to the Seller in the country where they declare to have a Fixed Establishment, in the case of Sellers with their registered seats outside the European Union;
- d. the country where the Goods are stored at the time of their sale understood as the country from which the Goods purchased are to be dispatched (in accordance with the Seller's declaration at the time of their sales).



At the same time, for each Offer, the Seller will be able to optionally specify additional settlement or reporting parameters under the e-commerce VAT Package. In particular, when listing an Offer, the Seller will be able to declare the VAT rate applicable in Poland for the Goods sold and, if justified, the basis for excluding it from VAT or e-commerce VAT, and whether the item(s) sold in the Offer are VAT Goods or services within the meaning of the VAT Act. In the absence of the aforementioned declaration, the Goods sold in the Offer shall be assigned the status of VAT Goods and the basic VAT rate applicable in Poland. In the case of B2C Transactions, which, in accordance with the e-commerce VAT principles, are taxed in a country other than Poland, the Goods sold in the Offer shall be assigned the basic VAT rate applicable in the specific region of the European Union being the country of the delivery of the Goods as specified by the Buyer.

A Seller outside the European Union who has a Fixed Establishment in the territory of the European Union should submit an appropriate declaration and provide a valid VAT EU number assigned to them in the country in which they declare having their Fixed Establishment.

### 3.3.

Allegro.pl reserves that each change of any information or data referred to in paragraph 3.2. above made by the Seller within an Account shall be taken into account from the first B2C Transaction to be carried out after the Seller changes such data. In particular, as a rule, their retrospective application to the already completed B2C Transactions shall not be possible. However, in the case of declaring a Fixed Establishment, the declaration shall be considered made with full force and effect upon the positive verification of the VAT number assigned to the Seller in the country in which they declare having the Fixed Establishment.

### 3.4.

The information or data referred to in paragraph 3.2. above provided by Sellers may be monitored or verified by Allegro.pl using internal controls or by tax authorities, including Polish or foreign customs authorities, as part of appropriate control procedures.

### 3.5.

Allegro.pl reserves that in the event of any doubts as to the true nature or accuracy of the data referred to in paragraph 3.2. above, it may take measures in accordance with paragraph 8.2. of the Terms & Conditions, i.e., refuse to publish the Offer, terminate the Offer early, or remove the Offer with Buy Now option or remove the Auction.

### 3.6.

The price of the VAT Goods specified in the Offer by the Seller must be indicated in its gross amount, i.e., including any VAT. If Allegro collects e-commerce VAT as part of the B2C Transaction being carried out, the amount transferred to the Seller for the sales of the VAT Goods under the Offer shall be reduced by the value of the calculated e-commerce VAT.



*(Example 1: If a Transaction is subject to e-commerce VAT, then if the price of the item in the Offer is PLN 123 and it is subject to 23% VAT, Allegro.pl will collect and pay PLN 23 to the tax authority, and the Seller will effectively receive PLN 100).*

*(Example 2: If in relation to the same Offer referred to in Example 1 above, the Transaction is not subject to e-commerce VAT, i.e., if in the same circumstances, the purchase would be made by a Buyer who is not a consumer (e.g., a limited liability company), then Allegro.pl will not collect VAT and the Seller will effectively receive PLN 123).*

## Section 4. Settlements

### 4.1.

By accepting this Appendix, the Seller hereby authorizes Allegro.pl to order the Payment Operator, referred to in Appendix 7A and Appendix 7B of the Allegro Terms & Conditions, to pay from the funds booked in the Seller's settlement tool any amounts due for Transactions qualified as subject to e-commerce VAT settlement by Allegro.pl within the shortest time frame possible following a relevant tax-triggering event. The authorization shall also provide for the right to process data for this purpose. The collected amount shall each time correspond to the current e-commerce VAT amounts due. The Seller may not claim a refund in that respect within the meaning of Articles 47 and 48 of the Act on Payment Services of 19 August 2011, subject to paragraphs 4.5.–4.8. below. If the Seller withdraws the authorization referred to in the preceding sentence, any re-authorization shall be granted exclusively through the re-acceptance of this Appendix and the Allegro Terms & Conditions.

### 4.2.

As per tax regulations, Allegro.pl shall transfer the amount of VAT collected by Allegro.pl for Transactions classified as subject to e-commerce VAT settlement to competent tax authorities.

### 4.3.

E-commerce VAT settlements shall be included in the Seller's current balance by making an appropriate billing entry by Allegro.pl in a separate tab in the Seller's Account, and then properly documented in the invoice issued by Allegro.pl.

### 4.4.

The Seller shall be charged VAT, and Allegro.pl shall collect its amount for Transactions classified as subject to e-commerce VAT settlement when the tax obligation arises for Allegro.pl, i.e., at the time when the Buyer accepts the payment related to the Seller's particular B2C Transaction, i.e., respectively:

- a) when the Buyer clicks the "Buy and Pay" button next to the Buy Now option,
- and
- b) in the case of an Auction, upon clicking the "Pay" button and providing the delivery address by the Buyer, but no later than within 7 days; however, in the absence of the declaration concerning the delivery

country for the Auction within the time-limit specified above, Poland shall be considered the delivery country for the Goods. If, after 7 days, the delivery country other than Poland is provided, Allegro.pl shall correct e-commerce VAT settlements at the Seller's request.

#### 4.5.

If the Seller makes a full or partial refund of the payment to the Buyer for the Goods purchased in a B2C Transaction for any reason (e.g., due to a complaint or withdrawal from the agreement without providing a reason), the Seller shall refund the gross amount to the Buyer under the B2C Transaction carried out (i.e., including the amount of e-commerce VAT collected).

#### 4.6.

In the event when the refunds referred to in paragraph 4.5. above are made through the tools available on Allegro the refund of the e-commerce VAT collected by Allegro.pl shall be made automatically in an appropriate and proportional amount to the Seller's settlement tool on Allegro. If the said refunds are made by the Seller outside the tools available on Allegro (e.g., directly between the Seller's and the Buyer's bank accounts), the refund of the e-commerce VAT collected by Allegro.pl shall be made only upon the request made by the Seller to Allegro.pl.

#### 4.7.

In the event when the Buyer cancels a B2C Transaction (withdraws from the agreement) until the time when payment is assigned the "Payment complete" status, the e-commerce VAT correction in the Seller's settlement tool shall be made automatically. In the event when the Buyer cancels a B2C Transaction later, the refund of the e-commerce VAT collected by Allegro.pl shall be made only upon the request made by the Seller to Allegro.pl.

#### 4.8.

In the event of circumstances related to the handling of B2C Transactions other than those described in paragraphs 4.5.–4.7. above, in particular, events related to the modification of an order by the Seller or the Buyer affecting the amount of VAT (e.g., order surcharge, combining payments, or editing orders), Allegro.pl reserves the right to reclassify the Transactions as part of e-commerce VAT, as a result of which the related charges for the Seller may be corrected. Provisions of paragraph 4.3. above shall apply accordingly.

#### 4.9.

For e-commerce VAT settlements made by Allegro.pl, each order in a B2C Transaction shall be understood as:

a. a single parcel if, for a particular order, as per the Seller's declaration, the delivery of the Goods is to be made only from the territory of the European Union or only from outside the territory of the European Union;

b. separate parcels if, for a particular order, as per the Seller's declaration, the delivery of the Goods is to be made jointly from the territory of the European Union and from outside the territory of the European Union.

*(Example: If, as part of an order from the same Seller, the Buyer has ordered two items of Goods, and the first item is located in and is to be dispatched from a warehouse in the USA and the second item is located in and is to be dispatched from a warehouse in the Netherlands, Allegro.pl will assume that, as a result of the order, the Buyer will be delivered the items in two parcels – one from the USA and the other from the Netherlands.)*

4.10.

In the case of B2C Transactions subject to e-commerce VAT, the Buyer, upon the conclusion of the purchase agreement, shall receive an e-mail from Allegro.pl about the amount of tax collected by Allegro.pl on the purchase price of the item in the Offer.

4.11.

In the event of confirming any inaccuracies, incorrectness, or failure to update the data referred to in paragraph 3.2. above, as a result of which Allegro.pl must settle e-commerce VAT or must settle it in a higher amount, the Seller shall pay to Allegro.pl compensation in the amount corresponding to the amount of e-commerce VAT charged or charged additionally by Allegro.pl plus interest on outstanding tax payments, if applicable in particular circumstances. The situation described above may occur as a result of (i) an internal audit carried out by Allegro.pl or (ii) a verification or audit carried out by relevant tax authorities, including Polish or foreign customs authorities, related to settlements made by Allegro.pl due to e-commerce VAT.

4.12.

The compensation referred to in paragraph 4.11. above shall be charged by Allegro.pl in the month in which the correction of tax settlements is made as a result of any internal verification or audit carried out by Allegro.pl or in the month in which the decision on the correction due to e-commerce VAT related to settlements made by Allegro.pl is made based on the verification or audit carried out by competent authorities indicated in paragraph 4.11. above.

4.13.

If after the correction of the tax settlements referred to in paragraph 4.12. above, in particular as a result of the completion of the relevant appeal procedure by Allegro.pl, Allegro.pl makes a (full or partial) reverse correction of the aforementioned e-commerce VAT settlements. It shall adjust the amount of the compensation referred to in paragraph 4.11 above accordingly in the month in which the decision on the reverse correction is made.

## Section 5. Processing and archiving transactional data

## 5.1.

Data, including personal data, concerning Transactions subject to e-commerce VAT as regards its settlement, keeping records, or reporting of B2C Transactions, shall be processed, archived, or made available to tax authorities at their request, as per applicable regulations for a period of 10 years counting from the end of the year in which a particular B2C Transaction was made. Detailed personal data processing principles are provided for in Appendix No. 5 of the Allegro Terms & Conditions titled "Privacy protection policy".

## CHAPTER 3. FINAL PROVISIONS

1. The headings (the titles of individual Sections) in the Appendix are used for information purposes and do not affect its interpretation.
2. If any provision hereof is held invalid by a final and absolute judgment of the common court, the remaining provisions shall remain in full force and effect.
3. In matters not governed by this Appendix, particularly in matters related to the running of the billing period, payment deadlines, settlements in the Seller's current balance, Account suspension rules, in the case of actions aimed at avoiding payments by Sellers, the Allegro Terms & Conditions shall apply.

# Appendix No. 21

## Appendix No. 21: Details of Allegro Prices program

This appendix presents the terms and conditions of the Allegro Prices program (hereinafter: "**Program**").

### Section 1. Scope of Program

As part of the Program, the Seller agrees to an automatic decrease of the Goods price, as a result of which the Buyer can acquire it at a reduced price. In return, Allegro.pl provides the Seller with a transaction rebate that lowers the fee due to Allegro.pl for the services performed as part of Allegro, corresponding to the difference between the original and discounted Goods price (hereinafter: "**Rebate**").

### Section 2. Seller's qualification for the Program

2.1.

Each Seller with a Business Account will be included in the Program, as long as the Seller's Sales Quality level is at least Neutral (in accordance with paragraph 10.6 of the Allegro Terms & Conditions);

2.2.

The Seller may exclude one or all of its Business Accounts from the Program; such exclusion will take effect within 24 hours of submitting a relevant request.

2.3.

Allegro.pl reserves the right to remove the Seller from the Program if the Seller violates the Terms & Conditions or acts to the detriment of consumers.

### Section 3. Selection of Goods for the Program

Allegro.pl selects Goods for the Program on the basis of consumers' interest in them.

### Section 4. Offer qualification

4.1.

Only Offers linked to the Product Catalog or which have a GTIN code (e.g., EAN, ISBN) shall be covered by the Program.

4.2.

When selecting Offers for the Program, Allegro.pl is primarily guided by the result it will achieve despite the Goods' reduced price. The result is calculated as the difference between the value of the sales commission on the sale of the Goods covered by the Program (incl. the additional sales commission on

Featured Offers) and the value of the Rebate, minus the costs of the cheapest delivery option available to a User who has purchased the Allegro Smart! Service.

If the result I from two or more Offers of one or several Sellers considered for the Program is identical, Allegro.pl will be guided by the following auxiliary requirements (in order from the most important to the least important)::

- a. the Offer is included in Allegro Smart! delivery;
- b. the Seller declares a shorter delivery time in the Offer;
- c. the Offer is listed by the Seller with a higher Sales Quality;
- d. the Offer achieved a higher sales value during the last 30 days;
- e. The number of views of the Offer was higher during the last 30 days;
- f. The Seller listed the Offer earlier.

If the Goods quantity within the best Offer is too low, the next best Offer will also be included in the Program.

4.3.

Offers are qualified to the Program at least once a day.

4.4.

The Seller may exclude any of its Offers from the Program; such exclusion will take effect within 24 hours of submission of a relevant request.

## Section 5. Discount duration

No Offer can be covered by the Program for more than 60 days. In the case of promotional campaigns, an Offer cannot be covered by the Program for longer than the campaign duration.

## Section 6. Rebate calculation date and maximum value

6.1.

The Rebate shall be calculated in the month in which the Goods were sold as part of the Offer covered by the Program.

6.2.

The total value of Rebates granted in a given month cannot exceed the fee due to Allegro.pl for the services rendered as part of Allegro.

6.3



Allegro.pl may temporarily exclude the Seller from the Program if the total value of Rebates granted in a given month is close to the fee due to Allegro.pl for the services rendered as part of Allegro.

## **Section 7. Commission on sale of Goods from Offers covered by Program**

Allegro.pl charges commissions on the sale of Goods from Offers covered by the Program, taking into account the Seller's original price for the Goods (before the application of the discount). Allegro.pl reserves the right to charge a lower sales commission within the framework of temporary promotional campaigns..

## **Section 8. Maximum price discount**

The Goods price after a discount cannot be lower than 80% of the Seller's original price and in the case of promotional campaigns organized by Allegro.pl (eg., Black Week, Smart! Week) — lower than 70% of the Seller's original price..

## **Section 9. Purchase limits**

Allegro.pl may impose purchase limits for Buyers on any Offer covered by the Program. In this case, within 30 days, the Buyer will be able to purchase the maximum quantity indicated by Allegro.pl. Purchase limits are intended to protect the Seller from wholesale purchases of Goods from Offers covered by the Program.