

## **Terms and Conditions for the Sale and Display of Advertisements on the Allegro.pl Website**

18th January 2021

Definitions used in these Terms and Conditions:

**Terms and Conditions** – these Terms and Conditions defining the rules for providing services described therein by the Service Provider,

**Service Provider or Allegro** – 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 maintained by the District Court for Poznań - Nowe Miasto and Wilda in Poznań, 8th Commercial Department of the National Court Register, under KRS number 0000635012, share capital: PLN 33.016.950, taxpayer's identification number (NIP): 525-26-74-798, company statistical number (REGON): 365331553.

**Ordering Party** – any natural person conducting business activity, legal person or other organisational unit not having legal personality, upon which special provisions of the law confer legal personality, who orders or books the Display of Advertisements on the Website,

**Parties** – collective term used in these Terms and Conditions to refer to the Ordering Party and the Service Provider,

**Allegro or the Website** – an open online transaction platform available at [www.allegro.pl](http://www.allegro.pl), on which the Service Provider has made space available to the Ordering Parties for paid Display of Advertisements,

**Advertisement** – a message placed on the Website by the Service Provider as ordered by the Ordering Party, intended to encourage users to purchase goods or services, support specific causes or views, or contribute to any other outcome desired by the Ordering Party, compliant with the provisions of these Terms and Conditions,

**Insertion Order** – an agreement concluded by and between the Service Provider and the Ordering Party, that consists in the Ordering Party accepting the Service Provider's offer, the subject matter of which is the Display of Advertisements on the terms and conditions set out in these Terms and Conditions or other advertising activities carried out by the Service Provider for the Ordering Party,

**Display** – a one-time insertion of an Advertisement on the Website, on the basis of an Insertion Order and under the conditions set out therein,

**Advertising Materials** - the Ordering Party's materials sent to the Service Provider in the jpg, jpeg, svg, gif, png, zip, MPEG, AVI, MOV, QT, MP4 (e.g. compressed materials prepared using HTML5 technology), or psd format or as an Advertisement ready to use by the Service Provider,

including in particular: information, data, fragments of works, images of individuals or third parties, trademarks or other elements that are protected by copyrights and related rights, industrial property rights, rights to trademarks or any other necessary rights or permissions required for the Display of Advertisements and other advertising activities specified in the Insertion Order,

**Order Modification** – amendment to the Insertion Order, permissible by the Terms and Conditions, made on the request of the Ordering Party and approved by both Parties, after the acceptance of the Insertion Order by the Service Provider or after the start of Display,

**Cost Unit** - the rate for the Display of the Ordering Party's Advertisement specified in the Insertion Order, which may be based on the following pricing models:

- 1) CPM - a cost unit based on the number of impressions of the advertisement ordered to be displayed. 1 CPM is the cost of 1000 impressions,
- 2) CPC - a cost unit based on the number of times users click on the advertisement ordered to be displayed. 1 CPC is the cost of one click,
- 3) FF or flat fee – is the rate for the Display of an Advertisement based on a fixed, specific period of time, irrespective of the number of clicks or impressions,
- 4) other, adopted on the basis of separate agreements,

**Advertising Product** – an Advertising Format or a set of Advertising Formats offered by Allegro under predetermined terms and conditions for Display and at rates indicated in the Price List constituting Appendix no.1 to the Terms and Conditions,

**Advertising Format** – an advertising carrier which enables the Display of an Advertisement on the Website and on the webpages of third parties cooperating with Allegro with respect to the sales of Advertisements. Types of Advertising Formats are listed in the Price List constituting Appendix no. 1 to the Terms and Conditions,

**Premium Formats** – Advertising Formats such as: Homepage Showcase, Category Showcase, Top Header, Top Header Expand, Branded Shop on the HomePage, Category Branded Shop, Day's Offer, Video Top Header Expand, Video Branded Shop, Video Wideboard, specified in the Price List constituting Appendix no. 1 to the Terms and Conditions,

**Special Projects** – non-standard advertising activities carried out by the Service Provider on the Website under separate Orders,

**Display Platform** – a parameter indicating the place for the Display of the Advertisement depending on the device or environment. Types of Display Platforms are listed in the Price List constituting Appendix no. 1 to the Terms and Conditions,

**Business Day** – any day from Monday to Friday, except for public holidays

**Tracking codes (pixels, click tags)** – third party codes which enable campaign results to be

tracked by the Ordering Party. Click Tag – code used to measure ad clicks; pixel – code used to track the number of impressions of a particular advertisement.

## **I. GENERAL PROVISIONS**

1. These Terms and Conditions set out the terms and conditions for the execution of Insertion Orders as well as the rights and obligations of Allegro and the Ordering Parties.
2. These Terms and Conditions apply to entities who are not consumers within the meaning of the Civil Code. Individuals having the status of consumers, who would like to conclude an individual advertising services agreement should contact Allegro at: Al. Jana Pawła 1122, 00-133 Warsaw.
3. In the case of any discrepancies between the Insertion Order and the provisions of these Terms and Conditions, the provisions of the Insertion Order shall apply.
4. Should the representations made by the Ordering Party in the Insertion Order prove to be contradictory, false or misleading, the Service Provider has the right to withdraw from the Insertion Order upon becoming aware of such circumstances. The right to withdraw, as set out above, may be exercised immediately upon becoming aware of the circumstances giving rise to such right.

## **II. ORDERING THE DISPLAY OF AN ADVERTISEMENT**

1. The Ordering Party represents that it is authorised to place an Insertion Order and that the Advertisement ordered will not be against the law, the principles of social coexistence or good practice, and, in particular, will not contain content that is obscene or pornographic, or inciting to hatred, racism, xenophobia, or conflicts between nations.
2. The Display of Advertisements shall be ordered through an Insertion Order, a template of which constitutes Appendix no.2 to these Terms and Conditions.
3. To order the Display of Advertisements, the Ordering Party must send an Insertion Order signed by an authorised person to the Service Provider by:
  - by postal mail to the address: Al. Jana Pawła 11 22, 00-133 Warsaw
  - by email to: [reklama@allegro.pl](mailto:reklama@allegro.pl) – using the Docu Sign system, which enables the Order to be signed digitally and sent back to the address specified by the Service Provider.

The order should be signed not later than:

- a) 7 days before the scheduled Display date, subject to points b and c below;
  - b) 14 days before the scheduled Display date for Premium formats;
  - c) 30 days before the scheduled Display date for Special projects;
4. Allegro informs the Ordering Party of its decision to accept or refuse the Insertion Order within

1 Business Day of the performance of the actions described in paragraphs 2 and 3 above by the Ordering Party.

5. Before proceeding to execute the Insertion Order, Allegro has the right to request that the Ordering Party present a document confirming the authority of the person who signed the written Insertion Order to represent the Ordering Party or its client or supplement the Insertion Order as instructed by Allegro.

6. By sending an Insertion Order, the Ordering Party acknowledges that the undersigned person(s):

- a) are authorised to make declarations of will on behalf of the Ordering Party, and, if their powers do not result from registration documents (such as a copy of the National Court Register), are duly authorised to place and sign the Insertion Order on the basis of a valid power of attorney,
- b) are authorised to handle Advertising Materials,
- c) authorise the Service Provider to issue an invoice without the signature of the Ordering Party,
- d) have read the Terms and Conditions applicable on the date of sending the Insertion Order to the Service Provider.

7. The Ordering Party has the right to modify the Insertion Order before and during the Display of the Advertisement. In such a case, depending on the extent of amendments made, Allegro reserves the right to change the gross amount of the fee specified in the Insertion Order. Allegro shall make every effort to ensure that Order Modification is made on a business day, not later than 24 (in words: twenty four) hours from the receipt by Allegro of new, correctly executed Advertising Materials delivered by the Ordering Party.

8. Each Order Modification requested by the Ordering Party must be approved by Allegro on a case-by-case basis.

9. The Ordering Party has the right to withdraw from the Insertion Order, in whole or in part, without stating any reason. In the case of withdrawal, the Ordering Party must pay an amount corresponding to the cost of any work performed by Allegro under the relevant Insertion Order by the date of withdrawal. The withdrawal referred to in this paragraph shall be done in the form of a written representation made by the Ordering Party, indicating the date, number and value of the Insertion Order, in accordance with the principles set out below:

- a) for the Display of Advertisements in Premium Formats:
  - up to 15 days prior to the scheduled Display date – free of compensation fee,
  - 14 to 4 days prior to the scheduled Display date – subject to a compensation fee of 30% of the amount payable to Allegro indicated in the Insertion Order,
  - 3 to 1 days prior to the scheduled Display date – subject to a compensation fee of 60% of the amount payable to Allegro indicated in the Insertion Order,
  - after the scheduled Display date – subject to a compensation fee of 80% of the amount payable to Allegro indicated in the Insertion Order,

b) for the Display of Advertisements other than those referred to in point a above and point c below:

- up to 6 days prior to the scheduled Display date – subject to a compensation fee of 80% of the amount payable to Allegro indicated in the Insertion Order,

c) for the Display of Advertisements within the framework of Special Projects

- up to 30 days prior to the Display date scheduled for a given Special Project – free of compensation fee,
- 29 or less days prior to the scheduled Display date – subject to a compensation fee of 60% of the amount payable to Allegro indicated in the Insertion Order

### **III. EXECUTION AND TECHNICAL CONDITIONS FOR ADVERTISEMENT DISPLAY**

1. Allegro has the right to refuse to perform the Insertion Order, and in particular to stop the Display of an Advertisement if its content:

- a) violates or there are reasonable grounds to suspect that the Display of such Advertisement shall violate the rights of individuals or third parties,
- b) may negatively affect the image and reputation of the Website,
- c) may be considered bothersome to the Website's users,
- d) may be misleading, in particular when the content of the Advertisement guarantees or suggests full or almost full effectiveness of the advertised product, which has not been proven by research or relevant official certificates (this applies especially to products used to curb the spread, prevent infections and combat the effects of the infectious disease caused by the SARS-CoV-2 virus), unless the Ordering Party submits to the Service Provider, along with the Advertising Materials provided, relevant documents, such as official certificates, research results, etc. to confirm the effectiveness of the advertised products.

2. Allegro.pl is entitled to limit the Display of an Advertisement on the Website homepage and in the form of mass mailing campaigns where its content concerns:

- a) near banks and other non-financial institutions,
- b) arms,
- c) pharmacies or limited service pharmacies,
- d) condoms, erotic materials and other products from the Erotica category, while at the same time:
  - i. The graphic form of the advertisements of the above products on the Website should have the form of a product photograph and/or brand logo;
  - ii. any erotic slogans or advertising catchphrases may only be featured on the Website at night or only in the Erotica category;
  - iii. It is prohibited to advertise the above products on the Website next to any formats which advertise products for children;
  - iv. other Erotica products (in particular, erotic toys) may be promoted on the Website as part of Advertisements addressed to users aged over 18 and only within the Erotica category.

3. The Service Provider reserves the right to limit the Display of the Advertisement as part of regular marketing campaigns run by Allegro.pl on the Website related to Smart Week, Black Week, and Cyber Monday, as well as the pre-Christmas period. In the course of working contacts about the Order, Allegro.pl will each time notify the Ordering Party of the detailed limitations applicable to the specified marketing campaigns referred to in the previous sentence.

4. Advertisements must not imitate or simulate any elements of the Website and should be easily recognisable as advertising content. Allegro reserves the right to label Advertisements as such without requesting additional consent of the Ordering Party, using the words: "Advertisement", "Advertising announcement", "Paid announcement", "Sponsored material" or other equivalent wording.

5. To enable the performance of the Insertion Order by the Service Provider (regardless of any other requirements set out in these Terms and Conditions), the Ordering Party must deliver a creative conforming with the technical requirements referred to in Appendix no. 3 ("Technical Specification").

6. All ready-to-use Advertising Materials necessary to start the Advertisement Display, prepared in accordance with the Technical Specification, must be delivered not later than 3 (three) Business Days before the planned Display date. The time limit referred to in the preceding sentence does not apply to Advertising Materials necessary for the execution of Special Projects, which must be delivered within a time limit specified in individual Insertion Orders.

7. Advertising Materials shall be sent by email to the Service Provider's address indicated in the Insertion Order.

8. The Ordering Party shall certify that all Advertising Materials delivered for Display are free from defects and do not infringe the rights of third parties, and in particular the economic and moral rights or personal interests of third parties, and that the Ordering Party is authorised to use them for the purposes indicated in the Insertion Order.

9. Allegro must verify the correctness of the delivered Advertising Materials within 24 (twenty four) hours of their receipt on a Business Day and inform the Ordering Party of any potential errors found in the Advertising Materials. In the event where Advertising Materials are delivered on a day other than a Business Day, the verification time shall be counted from the following Business Day.

10. By failing to submit correctly prepared Advertising Materials within the specified time limit, the Ordering Party accepts that the Display of the Advertisement will be delayed beyond its scheduled date indicated in the Insertion Order. However, the Service Provider shall make every effort to ensure that the Display of Advertisements starts as scheduled in the Insertion Order.

11. The Ordering Party shall not be entitled to raise any claims against the Service Provider for delayed Display of Advertisements, if such delay is due to late delivery of Advertising Materials or submission of incorrect Advertising Materials.

12. The Ordering Party is not entitled to request of the Service Provider that the Display period be extended due to late delivery of Advertising Materials.

13. The evaluation of proper Insertion Order execution is based on Allegro statistics included in reports which are made available at the explicit request of the Ordering Party.

14. In the case of Premium Formats displayed in the FF model (full daily coverage of the advertising), the Service Provider reserves the right to use 5% of the number of impressions displayed on a particular day for its own purposes, related, in particular, to the development of the Website, e.g. advertising display tests, new functionality tests, etc.). The above does not affect the Publisher's obligation to ensure that other minimum guaranteed campaign parameters are achieved.

15. As part of Allegro.pl's advertising activities on the Website, the Ordering Party must not use 3rd party system codes:

- to measure viewability/Brand Safety, e.g. Moat, Double Verify, IAS, Meetrics
- to measure the Target Audience, e.g. Nielsen DAR.

The only codes supported as part of the campaign are click tags and pixels.

#### **IV. PRICE LIST AND TERMS OF PAYMENT**

1. All prices indicated in the Price List constituting Appendix no. 1 to the Terms and Conditions are net prices. The amount payable to Allegro for services provided under the Insertion Order shall be increased by the relevant VAT rate, in accordance with applicable laws and regulations.

2. Allegro.pl provides Ordering Parties (both individual customers and advertising agencies, media houses and Internet brokers) with individual discounts determined on the basis of specific discount thresholds, which in particular depend on the amount of advertising spending declared by the Ordering Party to be made on the Website in a particular calendar year. The discount thresholds are as follows:

- a) up to 70% off – when the declared advertising spending on the Website in a particular calendar year is up to PLN 100,000,
- a) over 70% off – when the declared advertising spending on the Website in a particular calendar year exceeds PLN 100,000,

3. Where the Ordering Party receives a discount, provided that they have declared a specific spending level as referred to in paragraph 2 above and that they have signed a relevant agreement whereby they are obligated to achieve a selected Advertising spending threshold on the Website over a specific period, but fails to fulfil the above described requirement, Allegro.pl shall have the right to recover the unduly awarded discount by issuing a corrective invoice to the Ordering Party.

4. The minimum value of one Insertion Order is no less than:
  - a) PLN 1,500 for mass mailing advertising campaigns;
  - b) PLN 5,000 for other Advertising Formats priced according to the CPM model as well as Advertising Formats using the CPM and FF models referred to in Appendix no. 1.
5. The Service Provider reserves the right to amend the Price List, provided that the Service Provider shall notify Ordering Parties of any planned changes no later than 7 days before the planned change.
6. A VAT invoice shall be issued to the Ordering Party on the basis of the Insertion Order. In the case of advertising campaigns longer than one month, the Service Provider is entitled to invoice the Ordering Party for individual Cost Units indicated in the Insertion Order.
7. Allegro's fee for the performance of the Insertion Order shall be paid according to the schedule defined in the Insertion Order. The date of payment is the date of crediting the due amount to the bank account of the Service Provider. In the case of late payment, the Service Provider is entitled to charge statutory interests for the period of delay.
8. By accepting the Terms and Conditions, the Ordering Party agrees to accept Allegro invoices in electronic form, as defined in the applicable regulations on goods and services tax.
9. The Service Provider is entitled to refuse further performance of the Insertion Order and any other Insertion Orders placed by the Ordering Party which fails to pay the VAT invoice by the due date. Refusal to perform the Insertion Order and any other Orders placed by the Ordering Party referred to in the preceding sentence shall not constitute grounds for any claims against the Service Provider regarding non-performance of any Insertion Orders or parts thereof.

## **V. LIABILITY**

1. Allegro shall not be held liable for the contents of any Advertisements posted.
2. The Ordering Party shall indemnify Allegro and/or any third parties on behalf of which the Ordering Party purchases advertising space offered by Allegro on the Website from any justified claims raised by third parties or claims arising as a result of their rights being violated through the Display of the Advertisement and/or from compensation for damages, including legal costs, legal representation costs and any other justified expenses incurred by Allegro for the settlement of claims of third parties.
3. Allegro shall only be held liable for losses resulting from the non-performance or undue performance of the Insertion Order due to wilful misconduct or gross negligence of the Service Provider, and the total liability for any loss shall not exceed the gross amount of the fee specified in the Insertion Order.



4. Parties exclude the liability of the Service Provider for any loss of profit suffered by the Ordering Party.

5. Allegro represents that whenever the Insertion Order involves dissemination of commercial information on behalf of the Ordering Party, the databases used by the Service Provider for the performance of the Insertion Order were created and are maintained in compliance with applicable personal data protection regulations, and represents that the messages sent do not constitute unsolicited commercial information and that it uses its best efforts to ensure that the dissemination of commercial information is performed in accordance with any applicable standards.

## **VI. FORCE MAJEURE**

1. The Service Provider shall not be liable for non-performance or undue performance of its obligations resulting from the Insertion Order if such non-performance or undue performance is the result of any unforeseeable events beyond its control, including (but not limited to): war outbreak, military threats, terrorist attacks, floods, fires, explosions, Internet network failure, blackouts, digital monitoring and distribution systems failure or any other case of force majeure.

2. In the event of any of the above occurrences, the Service Provider shall immediately notify the Ordering Party and, if possible, propose another suitable date for the Display.

## **VII. COMPLAINTS**

1. Lodging a complaint does not release the Ordering Party from the obligation to pay the fee indicated in the Insertion Order to Allegro.

2. The Ordering Party has the right to lodge a complaint in the case of non-performance or undue performance of the services indicated in the Insertion Order. The complaint must be lodged no later than 14 days after the actual or scheduled end of the Advertisement Display period.

3. Complaints should be sent by email to reklama@allegro.pl or by postal mail to the Allegro Advertising Office, to the address indicated in the Insertion Order.

4. The Complaint must include the details of the Ordering Party and provide a brief description of the issue with a brief explanation.

5. Complaints shall be processed promptly and no later than within 14 business days from the day of receipt of the full set of information necessary for the resolution of a complaint.

6. Should the data provided in a complaint need any supplementation, Allegro shall request the Ordering Party to supplement it within a specified time frame.

7. If the processing of a complaint is not possible within the deadline referred to above, Allegro shall notify the Ordering Party and indicate the expected time of handling the complaint.

8. The Ordering Party shall receive a notification of the result of the complaint via email to the address provided in the complaint letter or by postal mail to the address indicated in the Insertion Order.

## **VIII. FINAL PROVISIONS**

1. These Terms and Conditions shall enter into force on the day of their publication.

2. For all matters not covered in the Terms and Conditions, the provisions of the Polish law shall apply, including in particular the Civil Code and the Act on Providing Services by Electronic Means.

3. Any dispute related to the application or interpretation of the Terms and Conditions, the Insertion Order or any representations of the Parties shall be settled by the court competent for the seat of Allegro.

4. Allegro reserves the right to amend these Terms and Conditions at any time. Any and all amendments to these Terms and Conditions shall take effect after 15 days from being published by Allegro.

5. In the case of non-acceptance of the amended Terms and Conditions, the Ordering Party has the right to terminate the agreement within 15 days from the date of publication of the amended Terms and Conditions. If the Ordering Party does not exercise the right referred to in the preceding sentence, such amendments shall be deemed accepted by the Ordering Party.