Advertisement Sales and Display Terms & Conditions

of July 27, 2026.

SECTION 1. DEFINITIONS:

Provisions of the Allegro Terms & Conditions apply accordingly. Capitalized terms not defined below have the meanings as in the Allegro Terms & Conditions.

1. **Advertisement** — a message placed on Allegro by the Company as ordered by the Client, intended to encourage users to purchase goods or services, support specific causes or ideas, or contribute to any other outcome desired by the Client, compliant with the Allegro Terms & Conditions, these Advertisement Sales and Display Terms & Conditions, any other locally applicable terms and conditions or agreements between the Client and the Company and the Applicable Laws.
2. **Advertising Format** — a medium allowing for Advertisement Display on a given Marketplace and on websites of third parties working with the Company in the area of selling Advertisement,
3. **Advertising Materials** — materials of the Client sent to the Company in the following formats: jpg, jpeg, svg, gif, png, zip, MPEG, AVI, MOV, QT, MP4 (e.g., compressed materials prepared via HTML5 technology), psd or ready to use by the Company as Advertisements, in particular in the form of information, data, fragments of creative works, images of third parties, trademarks or other elements subject to legal protection under copyright and related rights, industrial property rights, rights in trademarks or other necessary rights or permits, which are required to Advertisement Display and other advertising activities under the Order,
4. **Applicable Laws** — laws (in particular, but not limited to legislation, authority decisions, court judgements and regulators' enforcement guidelines) regulating advertising, trading, and distribution of goods and services to the country of the Marketplace, which are mandatorily applicable to the Marketplace.
5. **Client** — any natural person not being a consumer within the meaning of the Polish Civil Code, legal person, or any other entity conducting business, who orders or books Advertisement Display on Allegro, based on an Order.
6. **Display** — a single display of an Advertisement on Allegro based on and under the terms specified in an Order,
7. **Order** — an agreement between the Company and the Client entered into by way of Client's acceptance of the Company's offer for Advertisement Display or other advertising services, made under these Advertisement Sales and Display Terms & Conditions, based on the template included herein as **Appendix No. 2**
8. **Order Modification** — an amendment to the content of the Order, permissible by the Advertisement Sales and Display Terms & Conditions, made up the Client's request and approved by both Parties after the Order has been accepted by the Company or after the Display has started,
9. **Parties** — Client and the Company collectively,
10. **Price List** — list of prices for different types of Advertising Formats available at a given Marketplace, attached hereto under **Appendix No. 1**,

11. **Premium Formats** — Advertising Formats such as Homepage Brand Zone Banner, Homepage Branded Shop, Homepage Product Carousel, and Category Showcase on the category homepage, as listed in the Price List included herein as **Appendix No. 1**,
12. **Special Projects** — non-standard advertising activities carried out by the Company under separate Orders.
13. **Advertisement Sales and Display Terms & Conditions** — these Terms & Conditions of Advertisement Sales and Display,
14. **Tracking Codes (pixels, click tags)** — third-party codes which enable campaign results to be tracked by the Client. Click Tag – a code used to measure ad clicks; Pixel — a code used to track the number of impressions of a particular ad,
15. **Working Day** — any day of the week, except for Saturdays, Sundays and public holidays in Poland.

SECTION 2. GENERAL PROVISIONS

1. These Advertisement Sales and Display Terms & Conditions specify the rules of completion of Orders and the rights and obligations of the Company and Clients. The services provided by the Company to the Clients under the Advertisement Sales and Display Terms & Conditions and the Orders are limited to the publishing of advertisements. Unless specifically agreed by the Parties in a separate agreement, the Company is not involved in the production or creation of advertising to the Clients.
2. The Client declares that the information contained in the Order is true. Should the declarations made by the Client in an Order prove to be contradictory, false, misleading or could be deemed an unfair commercial practice, the Company has the right to rescind such Order upon becoming aware of such circumstances, with an immediate effect.
3. In case the Applicable Laws require for the dissemination of the advertising that the Client holds the authorization of the competent authority, the Client is obliged to provide the Company with the authorization in the course of placing the Order or the advertisement.
4. In case the advertisement relates to a product subject to prior quality control or conformity assessment or authority market authorization or registration in accordance with the Applicable Laws, the Client is obliged to supply a statement to the Company that the product has been inspected or certified, and found suitable for marketing. If the product is not subject to prior quality control or conformity assessment, the Client shall issue a statement to this effect. In the absence of such a statement, the Client must not Order the advertising.

SECTION 3. SECTION 3. ORDERING ADVERTISEMENT DISPLAY

1. The Client declares that they are authorized to place the Order and that the Advertisement covered by that Order will not be unlawful, including but not limited to the Applicable Laws or the good social practice or principles of morality, and in particular, the Advertisement will be free of obscene or pornographic content or such that incites hatred, racism, xenophobia or conflicts between nations. The Client guarantees that the Advertisement under each Order will not be misleading as to the lowest price of the advertised goods within the last 30 days or the price reduction size when advertising a group of goods.
2. An Advertisement Display requires placement of an Order, the template of which is included herein as **Appendix No. 2.** In case the Applicable Laws provides for any formal requirements as regards the Order, the Client shall provide the Company with an Order in compliance with such requirements.

3. To Display an Advertisement, the Client must provide to the Company the Order signed by an authorized person as follows:
    a. by DocuSign, a system that enables the Order to be signed digitally and sent back to the designated address of the Company, or
    b. by mail to the address: ul. Żelazna 51/53, 00-841 Warszawa, Poland, or
    c. by an email to reklama@allegro.com .
4. The Order should be signed within the following respective time limits:
    a. no later than 7 days before the scheduled Advertisement Display date, subject to sub-paragraphs (b) and (c) below;
    b. no later than 14 days before the scheduled Advertisement Display date for Premium Formats, and no later than 30 days before the scheduled Advertisement Display date in the fourth quarter of the given calendar year for Premium Formats
    c. no later than 30 days before the scheduled Advertisement Display date for Special Projects.
5. The Company informs the Client of the decision to accept or refuse the Order within 1 Working Day of the performance of the actions described in paragraphs 2 and 3 above by the Client.
6. The Company has the right to request that the Client presents, before the Company proceeds to execute the Order, a document confirming the authority of the person who signed the written Order to represent the Client or their client or supplement the Order in question as instructed by the Company.
7. By sending an Order, the Client acknowledges that the undersigned person(s):
    a. are authorized to make declarations of intent on behalf of the Client, and, if their authorization does not result from an excerpt from the competent commercial register(such as a copy of the Polish National Court Register entry), are duly authorized to place and sign the Order based on a valid power of attorney,
    b. are authorized to handle Advertising Materials,
    c. authorize the Company to issue an invoice without the signature of the Client, have read the Allegro Terms & Conditions and the Advertisement Sales and Display Terms & Conditions as applicable at the date of sending the Order to the Company.
8. The Client has the right to Modify the Order before and during the Display of the Advertisement. In such a case, depending on the extent of changes introduced, the Company reserves the right to change the gross amount of the fee specified in the Order. The Company shall make every effort to ensure that Order Modification is made on a Working Day, no later than 24 (in words: twenty-four) hours of the receipt by the Company of new, correctly prepared Advertising Materials delivered by the Client.
9. Each Order Modification requested by the Client must be approved by the Company on a case-by-case basis.
10. The Client has the right to withdraw the Order, in whole or in part, without stating any reason. In each case of withdrawal, the Client is obliged to pay the costs corresponding to the value of the works completed by the Company under the Order in question until the withdrawal date. Withdrawal shall be effective as of the date of delivery of a written declaration made by the Client, indicating the date, number, and value of the Order in accordance with the principles set out below:
    a. for the Advertisement Display in Premium Formats:

i. up to 15 days prior to the scheduled Advertisement Display date – free of compensation fee,
ii. 14 to 4 days prior to the scheduled Advertisement Display date – subject to a compensation fee of 30% of the fee payable to the Company indicated in the Order,
iii. 3 to 1 days prior to the scheduled Advertisement Display date – subject to a compensation fee of 60% of the fee payable to the Company indicated in the Order,
iv. after the scheduled Advertisement Display date – subject to a compensation fee of 80% of the fee payable to the Company indicated in the Order,

b. for the Display of Advertisements other than those referred to in paragraph (10)(a) above and (9)(c) below - less than 6 days prior to the scheduled Advertisement Display date – subject to a compensation fee of 80% of the fee payable to the Company indicated in the Order
c. for the Display of Advertisements as part of Special Projects:
i. up to 30 days prior to the scheduled Advertisement Display date as part of Special Projects – free of compensation fee,
ii. 29 days prior to the scheduled Advertisement Display date through to that date – subject to a compensation fee of 60% of the fee payable to the Company indicated in the Order.

SECTION 4. IMPLEMENTATION AND TECHNICAL REQUIREMENTS FOR THE DISPLAY OF ADVERTISEMENTS

1. The Company has the right to refuse to perform an Order or to stop the Display of an Advertisement on Allegro if its content:
a) the Advertisement Display violates, or there are reasonable grounds to suspect that it will violate Applicable Laws or infringe third-party rights. For the avoidance of doubt, the receipt of any notice from any authority or court to stop displaying the advertisement will be deemed to be “reasonable grounds”,
b) may have negative impact on the image or reputation of Allegro or the Company,
c) may be deemed bothersome to Allegro users,
d) may be misleading or if it is against Applicable Laws including but not limited to situations where the content of the Advertisement suggests a price reduction groundlessly or where the content of the Advertisement suggests higher price reductions than the ones actually offered by the Client,

the Advertisement violates legal requirements set out in Applicable Laws, including but not limited to any advertising, marketing or distribution requirements alcohol, tobacco and e-cigarettes, games of chance, weapons and ammunition (including airsoft, paintball etc.), food and baby food, human medicinal products (medicines) and medical devices, veterinary medicinal products and plant protection products.

2. The Company has the right to limit the Display of an Advertisement on Allegro homepage and in the form of mass mailing and push campaigns where its content concerns:
a) near-banks and other non-financial institutions,
b) weapons,
c) pharmacies or limited service pharmacies,
d) erotic materials, and other products from the Erotica category,

e) gambling advertisements, while at the same time:
   i. gambling Advertisement must not contain a message which gives the impression that participation in the gambling game can be a source of funds similar to work, i.e., similar to earning income from dependent, self-employed or other similar activities;
   ii. it is prohibited to advertise the above products on Allegro next to any formats which advertise products for children and it is prohibited to depict persons under age of 18 in any such Advertisement;

f) alcohol, while at the same time, the Advertisement shall not:
   i. encourage the immoderate use of alcoholic beverages or evaluate abstinence or abstinence negatively or ironically;
   ii. target persons under the age of 18, in particular such persons or persons who appear to be under the age of 18, depict the consumption of alcoholic beverages or use elements, means or actions that appeal to persons under the age of 18;
   iii. associate alcohol consumption with increased performance or be used in connection with driving a vehicle;
   iv. create the impression that alcohol consumption contributes to social or sexual success;
   v. claim that the alcohol in the drink has medicinal properties or a stimulant or sedative effect or that it is a means of solving personal problems;
   vi. emphasize the alcohol content as a positive feature of the drink

g) 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 Allegro should have the form of a product photograph and/or brand logo;

   ii. any erotic slogans or advertising catchphrases may only be featured on Allegro at night or only in the Erotica category,

   iii. it is prohibited to advertise the above products on Allegro next to any formats which advertise products for children;

   iv. other Erotica products (including but not limited to erotic toys) may be promoted on Allegro as part of Advertisements addressed to users aged over 18 only and only within the Erotica category;

3. The Company reserves the right to limit the Display of the Advertisement as part of regular marketing campaigns run by the Company on Allegro related to Smart Week, Black Week, Cyber Monday, and the pre-Christmas period. The Company shall as part of working contacts relating to the Order, inform the Client about the detailed rules regarding the limits within the marketing campaigns referred to in the preceding sentence.
4. The Advertisements may not imitate or simulate any elements of Allegro and should be easily recognizable as advertisements. The Company reserves the right to label Advertisements as such without requesting additional consent of the Client, using the words: "Advertisement," "Advertising announcement," "Paid announcement," "Sponsored material," or other equivalent wording.
5. The Advertisements prepared by the Company based on the Advertising Materials of the Client prepared based on the received templates and instructions provided by the Company are the object of the Company's copyright, and their use is allowed only as part of the marketing campaign carried out which is arranged by the Company. It is prohibited to use,

copy and make available those creatives by the Client or their subcontractors outside the scope of collaboration with the Company.

6. To enable the performance of an Order by the Company, Client's Advertising Materials must comply with the Company's current technical specification for Advertisements.
7. All ready-to-use Advertising Materials necessary to start the Advertisement Display prepared properly and in accordance with the Technical Specifications must be delivered no later than 3 (three) Working Days before the scheduled Display date. The time limit referred to in the preceding sentence starts to run from the moment when the Company verifies the Advertising Materials as per paragraph 11 below and does not apply to Advertising Materials necessary for the performance of Special Projects for which the relevant time limits are specified on a case-by-case basis in the content of separate Orders.
8. Advertising Materials shall be emailed to the Company's address specified in the Order.
9. The Client declares that:
    a. It is fully entitled to use and dispose of Advertising Materials to the extent that they enable the Company to properly and effectively grant licenses and permits to use and dispose of them under the Order;
    b. The use of Advertising Materials by the Company will not violate the rights of third parties, including in particular author's intellectual property rights, including economic and moral rights, related rights, image rights, and personality rights, and there are no grounds for third parties to submit claims or allegations related to the violation of any rights in the Advertising Materials;
    c. Additionally to the above sub-paragraph (b), the Advertising Materials do not have any other legal defects , including no obligations related to them that might prevent the Company from using them in the manner specified in the Order.
10. At the moment of handing over the Advertising Materials to the Company, the Client grants the Company a non-exclusive license unlimited in terms of territory and time, free of charge, with the right to grant sub-licenses to the Company's subcontractors, to use these Advertising Materials in all fields of exploitation known at the time of handing over the Advertising Materials to the Company, in particular in the following fields of exploitation:
    a. Fixing or reproduction of those Advertising Materials in whole or in part by any means, in any way, and in any form, including the production by any technique of counterparts and copies of those creative works (in particular by printing, reprographic, magnetic recording, and digital techniques);
    b. Distribution of these Advertising Materials and their counterparts or copies, in whole or in part, by any means, in any way, and in any form, including placing on the market;
    c. Exhibition, display, playback, and broadcast of each of those Advertising Materials as well as their counterparts and copies, and making them publicly available in such a way that everyone can have access to them at a place and time of their choice (including via the Internet);
    d. Introduction of the Advertising Materials as well as their counterparts and copies into computer memory and computer networks or ICT networks (including the Internet)
    e. exercising and granting permission to exercise derivative rights to the Advertising Materials (creating derivative works), in particular by modifying, adapting, shortening, combining them with other works and processing them, including with the use of artificial intelligence (AI) tools, and also using such created derivative works in all

fields of exploitation mentioned above. The above right is granted solely for the purpose of the performance of the services covered by the Order, including in particular for the purpose of conducting by the Company the tests, analyses and development activities described in paragraph 25 below.

11. Along with the granting of the license, the Client grants the Company permission, with the right to grant further permissions to the Company's subcontractors, to exercise derivative rights in Advertising Materials (in particular to make modifications, changes, transformations, including the creation of compilations) and to use and dispose of the materials created in this way, on the terms specified in paragraph 10 above, in particular in the fields of exploitation indicated therein.
12. Along with the granting of the license, the Client grants the Company permission to use and dispose of trademarks, logos, and other markings of the Client placed in the Advertising Materials and the provided creative works, including advertising slogans, on the terms specified in paragraph 10 above, in particular in the fields of exploitation indicated therein, as well as to the extent indicated in paragraph 27 below.
13. The Client warrants that persons entitled under author's moral rights to the Advertising Materials will not exercise these rights against the Company and its successors for an indefinite period of time and authorizes the Company to exercise moral rights on their behalf. At the Company's first request, the Client will provide the Company with undertakings from persons entitled to the Advertising Materials by virtue of moral rights not to exercise such rights under the terms described in the preceding sentence.
14. If there are images of natural persons in the Advertising Materials, the Client warrants that it has obtained all consents and rights regarding the use of images and personal data of persons whose image or personal data were included in the Advertising Materials, to the extent necessary for the Company to use them to fulfill the Order. The Client grants to the Company the consents, permits, and rights regarding the image and personal data of the above persons to the extent to which the Client has obtained them for itself. The Client will release and indemnify the Company from any liability related to the violation of any third party rights or claims in the event of violation of the declaration provided.
15. Regardless of the Client's liability under general rules, if a third party pursues claims against the Company for a violation of any rights arising from the use of the Advertising Materials by the Company, including in connection with the Company's use of trademarks, logos or other legally protected marks, the Client will be obliged to compensate the damage incurred by the Company in full, which includes in particular reimbursement of costs of legal representation and legal services, court costs, and payment of the awarded damages or compensation, as well as other receivables or costs of amicable settlement, and any other charges or costs of conciliation in the event of an amicable settlement.
16. In the event of claims against the Company specified in the Advertisement Sales and Display Terms & Conditions, in particular but not limited to paragraph 15 above, the Client will be obliged to immediately release and indemnify the Company - if this is permissible under the Applicable Laws - and actively participate in ongoing negotiations, settlement talks, as well as mediation, conciliation and court proceedings.
17. The Client will be jointly and severally liable with the Company in the event that the Company has debts or matured non-monetary claims as a result of the infringements referred to in the Advertisement Sales and Display Terms & Conditions, in particular but not limited to

paragraph 15 above, and the Client undertakes to satisfy such claims and not to pursue any recourse claims against the Company that may arise therefrom.

18. The Company is obliged to verify the correctness of the received Advertising Materials from a technical point of view, within no more than 48 (forty-eight) hours of their receipt on a Working Day and inform the Client of any potential errors found in the Advertising Materials. In the event that Advertising Materials from the Client are received on a day other than a Working Day, the verification time shall be counted from the following Working Day. The Company is not obliged to review and verify the compliance of the Advertising Material with the Applicable laws. The right to refuse to perform or stop displaying Advertisement Material for any of the reasons set out in these Advertisement Sales and Display Terms & Conditions shall not imply the Company's involvement in the production or the creation of the Advertising Material or the Company's liability for the content of the Advertising Material. The Company has the right to provide the Client with suggestions regarding the content of the Advertising Material. The right to provide suggestions as regards the content of the Advertising Material shall not imply the Company's involvement in the production or the creation of the Advertising Material or the Company's liability for the content of the Advertising Material.
19. By failing to submit correctly prepared Advertising Materials within the specified time limit, the Client accepts that the Display of the Advertisement will be delayed beyond its scheduled date specified in the Order. However, the Company shall make every effort to ensure that the Display of the Advertisements starts as scheduled in the Order.
20. The Company may refuse to fulfill the Order or may stop the Advertisement Display on Allegro if sanctions have been imposed on a Client who is a User as defined by the Allegro Terms & Conditions, for violating the rules regarding the sale of illegal products under Section 8(8.4) of the Allegro Terms & Conditions; the Advertisement Display will be automatically resumed after such sanctions have been removed.
21. Where offers available on Allegro are presented in an Advertisement, the Company may exclude certain offers from the Advertisement if sanctions have been imposed on the Seller listing the relevant offers for violating the rules regarding the sale of illegal products under Section 8(8.4) of the Allegro Terms & Conditions.
22. The Client is not entitled to raise any claims against the Company for delayed Advertisement Display, if such delay is due to late delivery of Advertising Materials or submission of incorrect Advertising Materials.
23. The Client is not entitled to request that the Company extend the Display period due to late delivery of Advertising Materials.
24. The evaluation of the correct performance of an Order is based on the Company's statistical data included in reports, which are provided at the Client's express request. In reasonable cases, the evaluation of the correct performance of an Order may be carried out based on the statistics provided by the Client.
25. The Company reserves the right to conduct, without prior notice to the Client, tests of new services, processes, or functionalities, as well as tests concerning changes in current services, within the scope of the Orders being performed. The tests are carried out solely for the purpose of developing the services provided by the Company, their optimization, and adaptation to market or legal changes. As part of the tests referred to in the preceding sentence, the Company is entitled in particular to conduct tests involving the replacement of the ordered campaign (Version A) with its modified version (Version B), directed to a part of

the recipients covered by the Order. The test group to which Version B will be directed will constitute from 5% to 10% of the total user base in mailing campaigns or the total volume of impressions purchased by the Client within a given campaign. The execution of the test (emission of Version B) does not affect the Company's obligation to ensure other guaranteed minimum campaign parameters, and the total number of recipients or impressions (being the sum of Version A and Version B) will remain consistent with the Order. At the same time:

a. for the purpose of creating Version B, the Company is entitled to use the license referred to in paragraph 10(e), including creating derivative works (dependent works) of the Advertising Materials, also with the use of artificial intelligence (AI) tools;
b. the Company ensures that modifications introduced in Version B will not include permanent elements of the Client's visual identification, in particular its logos. The Company undertakes to conduct tests with due diligence, taking care that the modified Advertising Materials do not infringe the Client's reputation or other personal rights;
c. the conduct of the tests described in this point (including the emission of Version B) is for the Company's analytical and developmental purposes, does not require additional acceptance from the Client, and does not involve additional fees on their part.

26. As part of the Company’s advertising activities on Allegro, the Client must not use third-party system codes:
    a. a. to measure viewability/Brand Safety, e.g., Moat, Double Verify, IAS, Meetrics
    b. to measure the Target Audience, e.g., Nielsen DAR.
    The only codes supported as part of the campaigns are click tags and pixels to track the number of impressions of an Advertisement.
27. The Client consents to the publication by the Company of the name/logo of the advertised goods/services, the address of the Client's online platforms, references to advertising campaigns together with the use by the Company of the Advertisement creatives as part of the completed advertising campaigns of the Client, for the purposes of the commercial offering of the Company, including in advertisements, offers, websites, online platforms and other promotional materials and reference letters used by the Company. If the Client orders an Advertisement from the Company for the benefit of a third party, the above right also applies accordingly to such third party, and the Client represents that they have appropriate authorization within the above-mentioned scope from such third party for the benefit of which the advertising campaign is carried out.
28. When applying a price discount to Offers, Clients are obligated to use the tools provided by the Company. When advertising a discount in an Advertisement(either verbally or graphically), the Client must accurately disclose the terms of the promotion in accordance with Applicable Laws, in particular but not limited to providing the correct "Lowest Offer Price from 30 days prior to the discount," offering the product at the exact advertised price, and accurately using advertising slogans such as "discounts up to -40%."

SECTION 5. PRICE LIST AND TERMS OF PAYMENT

1. All prices listed in the Price List constituting Appendix No. 1 to the Advertisement Sales and Display Terms & Conditions are net prices. The value of the Company's fee for the services provided under Orders will be increased by the VAT due according to the Applicable Laws.

2. Fee for Display of Advertisement is to be specified in an Order, based on the following selling models:
    a. CPM – a settlement unit of the Display based on the number of impressions of the ordered Advertising Format. 1 CPM is the cost of 1,000 impressions,
    b. CPC – a settlement unit of the Display based on the number of users' clicks in the ordered Advertising Format. 1 CPC is the cost of one click,
    c. FF or flat fee – a fee for a fixed time of the Advertisement Display, based on a fixed time of displaying the Advertisement regardless of the number of clicks or impressions,
    d. GRP or Gross Rating Point - a fee for a sum of ratings of all ad impressions in TV or Radio. GRP shows how many times the average representative of the target audience was exposed to the ad,
    e. Other, as per separate arrangements.
3. The Company provides Clients (both individual customers and advertising agencies, media houses, and internet brokers) with individual discounts determined based on specific discount thresholds, which in particular depend on the amount of advertising spending declared by the Client to be made on Allegro or via Allegro in a particular calendar year. The discount thresholds are as follows, the declared annual advertising spend at Allegro or via Allegro in a particular calendar year
    a) up to 70% off – when the declared annual advertising spend at Allegro or via Allegro in a particular calendar year is up to the amount specified in the table below,
    b) above 70% off – when the declared annual advertising spend on all Allegro platforms or via Allegro in a particular calendar year exceeds the amount specified in the table below,
    c) above 70% off – at the Client's request, when the Client's actual advertising spending in total for all Allegro Marketplaces or via Allegro in the calendar year preceding the date of placing the Order exceeds the amount specified in the table below.

discount threshold	declared annual advertising spend at Allegro or via Allegro in a particular calendar year			
marketplace	Allegro.pl	Allegro.cz	Allegro.sk	Allegro.hu
up to 70% off	up to PLN 100,000.00	up to CZK 500,000.00	up to EUR 23,000.00	up to HUF 9,000,000.00
above 70% off	exceeds PLN 100,000.00	exceeds PLN 500,000.00	exceeds EUR 23,000.00	exceeds HUF 9,000,000.00

4. Where the Client 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 under which they are obliged to achieve a selected Advertising spending threshold on

Allegro over a specific period, but fails to fulfill the above-described requirement, the Company has the right to recover the unduly awarded discount by issuing a corrective invoice to the Client.

5. The minimum value of a single Order shall correspond to the applicable amount shown in the table below :

	Single Order minimum value			
marketplace	Allegro.pl	Allegro.cz	Allegro.sk	Allegro.hu
for mass mailing Advertising campaigns	no less than PLN 1,500.00	no less than CZK 7,500.00	no less than EUR 300.00	no less than HUF 150,000.00
for other Advertising Formats campaigns	no less than PLN 5,000.00	no less than CZK 15,000.00	no less than EUR 600.00	no less than HUF 250,000.00

6. An invoice shall be issued to the Client on the basis of the Order. In the case of Advertisements displayed longer than one month, the Company shall be entitled to invoice the Client for individual Cost Units indicated in the Order.
7. The Company's fee for the completion of the Order shall be paid according to the schedule defined in the Order. The payment date shall be deemed to be the date when the transfer is credited to the Company's bank account. In case of late payment, the Company is entitled to charge statutory interest for the period of delay.
8. By accepting the T&Cs of Advertisement Sales and Display, the Client agrees to accept the Company's invoices in electronic form, as per the Applicable Laws.
9. The Company is entitled to refuse further performance of the Order and any other Orders placed by the Client which fails to pay the invoice by the due date. Refusal to perform the Order and any other Orders placed by the Client referred to in the preceding sentence shall not constitute grounds for any claims against the Company regarding non-performance of any Orders or parts thereof.

SECTION 6. LIABILITY

1. The Client shall take all the liability for the content of any of the Advertising Material provided to the Company and any Advertisements posted, vis-á-vis the Company, any third-party, or any authority. The Company’s services are limited to the publishing of advertising and providing of hosting services. The Company shall not be liable under any circumstances for the content of any of the Advertising Materials and Advertisements.

2. The Client shall indemnify the Company and/or any third parties on behalf of which the Client purchases advertising space offered by the Company on Allegro 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 the Company for the settlement of claims of third parties and/or from any and all claims, losses, damages, expenses or liabilities arising as a result of the Advertisement violating the Applicable Laws. Additionally, the Client undertakes to repair the damage if such damage would result to the Company as a result of the Client providing false information in the Order
3. The Company shall only be held liable for damage resulting from the non-performance or undue performance of the Order due to willful misconduct or gross negligence, except for the Company's compliance with rulings, decisions or orders of any court, authority, consumer organization or similar relating to allegedly unlawful advertisements and the total liability for any damage shall not exceed the gross amount of the fee specified in the Order. The Company shall not be liable for any loss of profit suffered by the Client.

SECTION 7. FORCE MAJEURE

1. The Company shall not be liable for non-performance or undue performance of its obligations resulting from the Advertisement Display Order if such non-performance or undue performance is the result of any unforeseeable events beyond the Company's control, including (but not limited to): war outbreak, military threats, terrorist attacks, floods, fires, explosions, failure of internet network or its part, 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 Company shall immediately notify the Client thereof and, if possible, propose other suitable dates for the Display.

SECTION 8. FINAL PROVISIONS

1. Provisions of the Allegro Terms & Conditions apply accordingly.
2. Capitalized terms not defined in the Advertisement Sales and Display Terms & Conditions shall have the meanings as in the Allegro Terms & Conditions.
3. Advertisement Sales and Display Terms & Conditions have been executed in five language versions: Polish, English, Czech, Slovak and Hungarian. In case of any discrepancies or doubts regarding their interpretation, the Polish version will prevail.
4. In case of discrepancies between an Order and the provisions of these Advertisement Sales and Display Terms & Conditions, the Advertisement Sales and Display Terms & Conditions shall prevail.
5. The Company reserves the right to amend the Advertisement Sales and Display Terms & Conditions with suitable notice, which shall not be less than 15 days. However, the Price List can be amended with notice, which shall not be less than 7 days.
6. Any complaints regarding the matters covered by the Advertisement Sales and Display Terms & Conditions must be submitted within 14 days of the occurrence of the event giving rise to the complaint in writing to the Company's address or via the contact form.

Appendixes:

1. Price List,
2. Template Order.

Appendix no. 2 – Order Template

Form for Ordering Advertisements on Allegro

Please send the completed forms and advertising material to your assigned contact at the Allegro Advertising Office.

Campaign ID	
Campaign name	
Campaign date	
Ordering company	
Street	
Postal code, city	
NIP (Tax Identification Number)	

First and last name	
E-mail	
Mobile	

Advertised product	Brand	Advertisement parameters	Model	Start of advertising	End of advertising	Unit price	Price after surcharges	Discount	Unit	Quantity	Net value

Service value excluding tax: PLN

VAT (23%): PLN 0.0

Total payment amount: PLN 0.0

VAT invoices shall be issued for the aforementioned amount as follows:

The aforementioned amount due will be paid by the CLIENT within 30 days from the invoice issuance date.

I hereby declare that the company I am representing is a VAT payer, and I authorize Allegro Ads Agency to issue VAT invoices without a recipient signature. I hereby declare that I have read and accept the Terms & Conditions of Ordering Advertisements, the Price List, and the technical specification of Allegro Ads Agency. In the case of a change in the advertisement price list, Allegro Ads Agency shall correct the above or issue an additional order for the amount constituting the difference between the previous and the current price of the ordered advertisement. The change shall be limited to advertising being placed one month after publishing of the new price list. New or corrected orders should be submitted to Allegro no later than four weeks before the advertising to which they relates. If such an order is not submitted, it shall be understood that the campaign should be discontinued without further implementation.

* I hereby declare that the company I represent approves, within the meaning of Article 56(2) of the Polish Act of April 7, 2022 on medical devices, all the advertising materials and advertising activities that are the subject of this order. At the same time, on behalf of the Company I represent, I declare that if the above-mentioned advertising materials and activities that are the subject of this order are questioned, the Client agrees to repair any damage that would result from this to Allegro Sp. z o.o.

*The declaration applies exclusively to advertising campaigns and materials as defined in Article 56(2) of the Polish Act of April 7, 2022, on medical devices *The declaration applies exclusively to advertising campaigns and materials as defined in Article 56(2) of the Polish Act of April 7, 2022, on medical devices *The declaration applies exclusively to advertising campaigns and materials as defined in Article 56(2) of the Polish Act of April 7, 2022, on medical devices

* I hereby declare that the Ordering Company I represent is a marketing authorization holder within the meaning of Article 60(1) of the Pharmaceutical Law Act of September 6, 2001, and I bear full responsibility for the content of all advertising materials that are the subject of this order, and I also declare that the advertising activities (display of advertisements) that are the subject of this order have been ordered from Allegro Sp. z o.o. by the Ordering Company in accordance with Article 60(1) of the above-mentioned Act. At the same time, on behalf of the Ordering Company I represent, I declare that in any event of the above-mentioned advertising materials and activities that are the subject of this order being questioned, the Ordering Company agrees to repair any damage that would result from this to Allegro Sp. z o.o.

_____

CLIENT'S stamp, date and signature

_____

Confirmation of accepting the order.

Parameters of the advertised products ordered for advertising

Every product advertised on Allegro must meet the specific technical requirements included in the Technical Specification. The main guidelines are presented in the table below.

Advertised product	Width	Height	Weight	Available formats	Template link	Additional information