

## Appendix No. 13. Allegro Lokalnie

### [Information about transitional period.](#)

This appendix sets out the rules for using Allegro Lokalnie. Any matters not regulated by this Appendix shall be governed by the User Agreement.

#### Article 1. Definitions

**Allegro Lokalnie** – a separate section of Allegro dedicated for the conduct of sales by Users of Standard Accounts other than Business Accounts, including the associated functionalities, in particular: posting of Announcements and entering into Transactions as part of Announcements, which also enables Users to view Announcements and supports local communities by allowing them to use the functionality of creating and supporting Fundraisers and supporting Causes.

**Cause** – an initiative or cause that has been set up and is active on the Allegro Charytatywni platform (charytatywni.allegro.pl), in accordance with the principles set out for the said platform, in particular subject to the User Agreement of charytatywni.allegro.pl

**Announcement** – a simplified form of a Listing, created and functioning on Allegro Lokalnie as per Article 3 of this Appendix

**Announcement with “Buy It Now” option** – an Announcement with an option to make a Transaction on Allegro Lokalnie or Allegro, created and functioning as per Article 4 of this Appendix

**Announcement with Bidding** – an Announcement with an option to enter into a Transaction on Allegro Lokalnie or Allegro through the bidding procedure, created and functioning as per Article 4 of this Appendix

**Fundraisers** – functionality that allows users to organise campaigns at Allegro Lokalnie to raise funds for a specific cause, as per Article 10 of this Appendix

If terms defined in the User Agreement, 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.

#### Article 2. Using Allegro Lokalnie

2.1. The functionalities of Allegro Lokalnie related to sales, including the Announcement creation functionality, shall be available to Users who have completed Full Registration (i.e. Users who use a Standard Account). The above functionalities shall not be available to Users of Business Accounts.

2.2. Users of Business Accounts and Users who have only completed simplified registration with Allegro may only do the following at Allegro Lokalnie:

- a. view Announcements,
- b. acquire items offered through Announcements with “Buy It Now” option and Announcements with Bidding, 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 Item from the Announcement, however for Transactions from Announcements with “Buy It Now” option or Announcements with Bidding, the Buyer will also be able to open a Discussion.

2.3. Users not registered with Allegro who use Allegro Lokalnie can only view Announcements, buy items offered through Announcements with “Buy It Now” option and view the Seller’s telephone number, if one has been made available. However, unregistered Users may not use the chat feature and related functionalities and may not start a Discussion, benefit from protection under the Buyer Protection Programme, and have no access to the Transaction history.

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.

### **Article 3. Announcements**

3.1. At Allegro Lokalnie, Users of Standard Accounts can only create Listings in the form of Announcements. The User cannot create Announcements through Business Accounts.

3.2. The Seller prepares the Announcement and submits it for publication on Allegro.pl through the functionalities available in Allegro Lokalnie by selecting the appropriate option and filling out the appropriate form. The Seller submits an Announcement for posting by completing the mandatory fields in the relevant form and approving the Announcement. The non-mandatory fields in the form that have not been completed during the creation of an Announcement may be completed after the Announcement is posted.

3.3. The User may edit a posted Announcement.

3.4. Announcements shall be published and visible only on Allegro Lokalnie. An Announcement may be viewed in Allegro on the terms set out by Allegro.pl.

3.5. Announcements have the nature of classified ads (are of purely informative nature), similarly to Allegro Listings, as referred to in Article 3.3. of the User Agreement. In order to conclude a contract regarding the Item from the Announcement, Users make the necessary arrangements using the Allegro Lokalnie functionality or based on their own arrangements.

3.6. The User may have simultaneously up to 50 Announcements within its Standard Account. The Announcement will last – will remain active – for a period of 30 days from the time (hour) when they are posted. After the lapse of the publication end date, the Announcement will expire and will not be visible to Users. Announcements shall not be renewed automatically after the 30-day period unless the User marks the appropriate option in the listing form. In such a case, the Announcement shall be automatically renewed for subsequent 30-day periods upon the lapse of the last day of each 30-day period over which the Announcement is listed.

3.7. Announcements cannot be created and listed by using APIs (neither REST APIs nor WebAPIs).

3.8. The User who has created an Announcement can terminate (delete) it at any time.

3.9. Announcements cannot be created or posted as charity Listings. Any and all forms of social and charity activities within Allegro Lokalnie may only be pursued as per Article 10 below.

3.10. Allegro Lokalnie cannot be used to create and list Announcements under the following categories: “Real Estate” and “Automotive” – all Users can publish Listings under these categories in Allegro on the terms set out in the User Agreement. In the case of the “Holidays”, “Services” and “Live animals” categories, announcements listed through Business Accounts are published on the terms specified for Allegro, while those listed through Standard Accounts on those specified for Allegro

Lokalnie. The creation of Announcements is also excluded for the Items the sales of which require the creation of a Business Account pursuant to Appendix 1 to the User Agreement.

3.11. Announcements are divided into categories.

3.12. Announcements are evaluated for their attractiveness to potential Buyers by an algorithm through the "Announcement Attractiveness" functionality. The above functionality and the results of the evaluation can only be viewed by the Seller within the Announcement. Attractiveness merely constitutes suggested tips for improvement and may contribute to improving the reception of the Announcement, but does not guarantee better selling opportunities. Suggested tips are an expression of subjective assessment and are not binding at the time when the Announcement is created and posted.

3.13. In the case of Announcements, the option of collection in person is made mandatorily available.

3.14. Announcements shall not feature the 'warranty', 'returns', 'about seller' and 'complaint' tabs. The Seller may include this information in the Announcement description. In the Announcement:

- a. Items do not have to be presented against a white, uniform background;
- b. The Seller's contact details may be displayed;
- c. The Announcements shall not be governed by the provisions of the User Agreement on multi-variant Listings.

3.15. Matters related to Announcements not regulated by this Appendix shall be governed by the provisions on Listings of the User Agreement.

3.16. Announcements can only be used to sell Items. Announcements which offer exchange or donation of Items or conclusion of other types of contracts are excluded.

3.17. Multiple pieces of the same Item can be sold through a single Announcement.

#### **Article 4. Announcements with "Buy It Now" option and Announcements with Bidding**

4.1. Through its Standard Account, the User can create Announcements with "Buy It Now" option.

4.2. Announcements with "Buy It Now" option can be created by selecting the appropriate option, especially at the time when the Announcement being created or edited.

4.3. An Announcement with "Buy It Now" option shall function as an Announcement, except as provided in this Article 4.

4.4. An Announcement with "Buy It Now" option will be marked with the "Buy It Now" button and will also be visible in Allegro under the appropriate category.

4.5. The User may use the chat feature to request the Seller who has posted a given Announcement to change the price of the Item. The change shall become effective at the time when the Seller selects the corresponding option.

4.6. The User may use its Standard Account to create Announcements with Bidding by selecting the appropriate option, in particular when creating or editing the Announcement.

4.7. An Announcement with Bidding functions as an Announcement, subject to the provisions of this Article 4.

4.8. The following rules shall apply to Announcements with Bidding:

a. the price set in the Announcement with Bidding 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 an Announcement with Bidding must be at least equal to the starting price;

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 within the Announcement with Bidding is made between the Seller and the User who placed the highest bid at the time when the auction was closed;

f. Announcements with Bidding remain listed for 10 days, subject to (d) above.

4.9. The transaction under an Announcement with Bidding is concluded upon the lapse of the bidding time, subject to the possibility of it being extended as per this Article 4, with the User who has placed the highest bid during the auction.

4.10. Announcements with Bidding shall also be visible in Allegro, under the appropriate category.

4.11. Announcements with Bidding can only be used to list one piece of an Item or one set of Items.

4.12. "Buy It Now" and bidding cannot be combined under a single Announcement.

4.13. Announcements with "Buy It Now" option and Announcements with Bidding shall be counted towards the Announcement limit referred to in Article 3.5 above.

4.14. The "Buy It Now" and Bidding option cannot be removed from an Announcement with "Buy It Now" option and from Announcement with Bidding respectively.

4.15. As part of Allegro Lokalnie, Sellers will be able to offer the payment methods referred to in the second sentence of Article 5.7 of the User Agreement, provided that the Seller has consented and authorised Allegro.pl to provide the Payment Operator with the payment instruction under the Sellers settlement tool with reference to the amounts due to Allegro.pl for the fees and commissions for the use of Allegro referred to in Appendix 4 to the User Agreement and in these Rules and Regulations, pursuant to the provisions of Article 5.17 of Appendices 7A and 7B to Allegro's User Agreement. Offering the methods of payment referred to in the foregoing is a prerequisite for publishing Announcements with the "Buy It Now" or with Bidding options, and for making use of the listing priority feature (referred to in Article 9.5 hereof). Where the said consent has not been granted, the listing of the Announcement with the "Buy It Now" option or of the Announcement with Bidding, and the use of the promoted listing feature, shall be unavailable, and where the consent in question has been withdrawn – the given Seller's Announcements with the "Buy It Now" and the Announcements

with Bidding shall end at the consent withdrawal date, and the promoted listing feature shall be removed. In such case, the fee for the unused promoted listing period shall not be refundable.

#### **Article 5. Transactions made as part of Announcements**

5.1. Transactions concluded by the parties by them contacting each other in connection with an Announcement 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.

5.2. Transactions under Announcements with “Buy It Now” option shall be concluded at the following times:

a. if the price is paid using the payment methods specified in the second sentence of Article 5.7 of the User Agreement: upon the payment of the purchase price by the Buyer; if the price is not paid for 5 days of the transaction date – irrespective of the reason – no sales contract is concluded under the respective Allegro Lokalnie Listing; the Announcement with “Buy It Now” option will be re-listed for the time remaining until the expiry of the Announcement upon the use of the “Buy It Now” option;

b. if 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 Announcements with Bidding shall be concluded at the following times:

a. if the price is paid using the methods specified in the second sentence of Article 5.7 of the User Agreement: upon the payment of the purchase price by the Buyer; if the price is not paid for 5 days of the transaction date – irrespective of the reason – no sales contract is concluded under the respective Allegro Lokalnie Listing; the Announcement with Bidding shall be re-published for 10 days (if it was promoted); in other cases it shall be relisted for 10 days, once the Seller has selected a relevant option;

b. if 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.

#### **Article 6. Communication between Users in Allegro Lokalnie**

Within Allegro Lokalnie, Buyers and Sellers can use the chat feature to communicate about an Announcement or an Announcement with “Buy It Now” option or Announcement with Bidding.

#### **Article 7. Allegro Lokalnie fees**

7.1. Payments for services provided as part of Allegro Lokalnie shall be calculated in the amounts and on terms specified in Appendix 4 “Fees and Commissions” to the User Agreement.

#### **Article 8. Reservations**

8.1. A User who has completed his/her Registration may ask the Seller who has listed an Announcement with “Buy It Now” option to reserve the Item. Reservation means that other Users cannot purchase the Item in the Announcement with “Buy It Now” option, i.e. the “Buy It Now” option will not be visible to other Users. Reservation of only some of the offered Items is possible, in which

case the Announcement with “Buy It Now” option will be changed so that the “Buy It Now” option will be visible to other Users only for the unreserved Items.

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 reservation, the User for whom the reservation has been made should use the “Buy It Now” option and complete and confirm the delivery form within 12 hours of the time when the reservation request is accepted. If the “Buy It Now” option is not selected and the delivery form is not completed within the above timeframe, the reservation shall expire, and the Announcement with “Buy It Now” option shall become available to other Users again and shall be extended by the reservation time.

8.3. A User can make reservations under a maximum of 3 Announcements with “Buy It 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.

#### **Article 9. Non-availability of certain services and functionalities within Allegro Lokalnie**

9.1. The following services shall not be available in Allegro Lokalnie, in particular upon the sale and purchase of Items:

- Allegro Smart! services within the meaning of the Allegro Smart! Rules
- the services specified in the Rules of the Allegro Raty ZERO service,
- Promotional Vouchers purchased under Article 2(4) of the Coin Programme Rules,
- the deferred payment service,
- Allegro.pl gift cards and vouchers to be used in Allegro.

9.2. The Buyer Protection Programme only covers Announcements with ‘Buy It Now’ option and Announcements with Bidding, and does not cover Announcements.

9.3. Allegro Lokalnie does not provide shipment tracking functionalities.

9.4. As regards the promotion of Announcements, use can only be made of the listing priority feature, whereby the said feature shall be effective for 10 days. A listing priority feature purchased for an Announcement that has ended ahead of time shall not pass on to a newly issued Announcement. A priority will not be renewed automatically, but can be renewed by the User who has created the respective Announcement. If a given Announcement is promoted for a period longer than the duration of the Announcement, the Announcement will be automatically renewed for another 30 days. In the event that a given Announcement with “Buy It Now” option or Announcement with Bidding has been promoted and the contract has been terminated as per Article 5.4 above, upon the relisting pursuant to Articles 5.2.(a) and 5.3.(a), the Announcement shall be promoted for the time that has remained of the respective 10-day period at the time when the “Buy It Now” or for 10 days in the case of Bidding.

9.5. Feedback system shall be excluded for Allegro Lokalnie. The provisions of Article 11 of the User Agreement do not apply to Allegro Lokalnie.

#### **Article 10. Fundraisers**

10.1. Creating and supporting Fundraisers, as well as supporting Causes under Allegro Lokalnie is possible on the terms set out in this Article 10.

10.2. A Fundraiser can only be organised by the following:

a. a public benefit organisation within the meaning of the Act of 24 April 2003 on public benefit activity and volunteering (Journal of Laws of 2012, No 234, item 1536, consolidated version, as amended), a charity organisation or organisation acting for the benefit of local communities, which jointly fulfils the following conditions: it has registered an account of a public benefit or charity organisation or of an organisation acting for the benefit of a local community on the Allegro Charytatywni platform, following which it has been successfully verified by this platform;

b. a User who acts within one of the public benefit organisations 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 organisation or an organisation acting for the benefit of a local community specified in point (a) above, who has a Standard 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 organisation;

c. A User who acts as the headmaster of a school, who has a Standard 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 active within a school, registered with a Standard 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 User Agreement, the term 'school' includes public primary school, secondary schools, art schools, and kindergartens.

10.3. Fundraisers may only be created by the entities specified in Article 10.2 above. Fundraisers are created by using the appropriate Allegro Lokalnie functionalities. In order to create a Fundraiser, an authorised User must:

a. provide Allegro.pl with the documents required for the respective category of Users, as defined in Article 10.2. of this Appendix, confirming that the User belongs to the category of persons referred to in Article 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, if the latter is successful;

c. state the bank account to which funds from the Fundraiser, if successful, will be transferred, 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;

f. state the amount to be raised.

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 successful when the amount to be raised during the Fundraiser has been collected.

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 popularising the national tradition, cultivating Polishness 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 organisation 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. revitalisation;

whereby, for the avoidance of doubts, it is hereby noted that the pursuit of the above causes cannot involve activities and organisation of Fundraisers that contravene the provisions of law or 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;

10.5. A Fundraiser shall be visible to all Users, but in the first place to those who are in the same location as that where the User who has created the Fundraiser is registered.

10.6. The Fundraisers' beneficiaries may include respectively:

a. For Fundraisers specified in Article 10.2.a) hereof – an entity referred to in Article 10.2.a) hereof;

b. For Fundraisers specified in Article 10.2.b) hereof – an entity within which the User operates;

c. For Fundraisers specified in Articles 10.2.c) and 10.2.d) hereof – an entity that is a holder of the accounts of a parent board or school;

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 description of the Fundraiser, and also to transfer the funds to a relevant entity (the Fundraiser's final 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 10,000 (say: ten 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 – upon the collection of the full amount specified for the Fundraiser and provided that the full amount has been raised, before the deadline until which the Fundraiser has been organised. If the amount is not raised within the time allotted for the Fundraiser, the funds raised through it shall be transferred to another Fundraiser through which the highest amount of funds has been raised in the respective area so far, subject to Articles 10.14-10.17 below. If the budget of the latter Fundraiser is exceeded, the surplus funds shall be transferred to the next Fundraiser through which the highest amount of funds has been collected until any surpluses are utilised, as per Article 10.14-10.17 below.

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 a Fundraiser are to be transferred, only by verifying the documents referred to in Article 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 Poznan, on the terms set out in Appendix 7A to the User Agreement, 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 Poznan are used.

10.12. The Seller may donate a portion of the Item Price received from an Announcement with “Buy It Now” option and Announcement with Bidding to a Fundraiser or Cause of his/her choice. The Seller shall indicate the Fundraiser or Cause when creating the Announcement with “Buy It Now” option or Announcement with Bidding, respectively. The amount shall be transferred to this Fundraiser or Cause at the time the payment has been made for the Transaction under the Announcement with “Buy It Now” option or the Announcement with Bidding for which the Seller has decided to donate the portion of the price to a given Fundraiser or Cause, subject to the terms set out below. The Seller may not change the supported Fundraiser through editing the Announcement with “Buy It Now” option or Announcement with Bidding. If the Fundraiser chosen by the Seller ends before the conclusion of the Transaction under the respective Announcement with “Buy It Now” option or Announcement with Bidding, the entire price paid will be transferred to the Seller.

10.13. When making a purchase under an Announcement with “Buy It Now” option or an Announcement with Bidding, the Buyer may decide to allocate an amount of money of his/her choice to a chosen Fundraiser or Cause. The amount will be transferred to the Fundraiser or Cause upon the payment for the Transaction within which the Buyer has decided to transfer the portion of the amount of his/her choice to a given Fundraiser or Cause, on the terms set out below.

10.14. Funds donated by the User shall be transferred in the first place 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 funds donated by the User will be transferred to another Fundraiser that is closest to raising the full targeted amount (the highest ratio of already raised funds to the targeted sum) and belongs to the Fundraiser category chosen by the User and is located in a location adjacent to the User’s location or closest to the User’s location.

10.15. If also the second Fundraiser fails will not be successful, the funds donated by the User will be transferred to the next Fundraiser that is closest to raising all the cash and belongs to the Fundraiser category selected by the User.

10.16. The procedure described in Articles 10.14 and 10.15 shall be repeated for a period of 6 months from the date of unsuccessful ending of the Fundraiser that has been indicated by the User as the first one. If during the period indicated in the previous sentence none of the Fundraisers selected automatically as per Articles 10.15 and 10.16 are successful, the funds donated by the User shall be returned to the User to the User’s bank account from which the funds donated to the Fundraiser were transferred.

10.17. By donating funds to a Fundraiser, the User consents to the transfer of funds from an unsuccessful Fundraiser to another Fundraiser, as per Articles 10.14 - 10.16 above. The User may select the Fundraiser category in which future Fundraisers shall be selected pursuant to Articles 10.14–10.16 above, in case the originally selected Fundraiser has failed. The Fundraiser category shall be selected at the time specific funds are transferred to a Fundraiser.

10.18. 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 User Agreement. Allegro.pl does not advertise or encourage Users to support specific Fundraisers, which means that Users have full discretion in this respect. 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.

10.19. Allegro.pl is not responsible for the actions or omissions of Fundraiser organisers, 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 User Agreement. Furthermore, Allegro.pl does not guarantee that a Fundraiser will be successful.

10.20. If the User decides to support a Fundraiser on the terms set out in the User Agreement, this shall amount 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 User Agreement.

10.21. 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 allocated in accordance with the Users' instructions automatically 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 10.21 when creating the Fundraiser.

10.22. If the User decides to support a Cause as a Buyer or Seller, the funds will be transferred to the Cause directly, with no involvement of a technical account or entrusting the donated funds. Where a Cause is supported, the transfer of funds shall also not require the collection of a specific amount – the funds shall be transferred upon conclusion of a Transaction as part of which the User has decided to donate the funds to a particular Cause. Where a given Cause is no longer available at the time of the Transaction and the transfer of funds, the User shall be reimbursed for the funds donated to such Cause.

10.23. Given the adopted technical solutions and the temporary allocation of the funds to the settlement tool of the User organising the Fundraiser, there is a risk that thus allocated funds may be frozen as part of the enforcement proceedings instituted against the User. When organising the Fundraiser, the User represents that no enforcement proceedings have been instituted against them and that there are no impediments or circumstances which could threaten the correct organisation and running of the Fundraiser, including the funds collected as part thereof. Where the funds have been lost for reasons attributable to the User, the User shall commit to reimburse Allegro.pl for them without undue delay.

10.24. Where the Fundraiser features a photograph, the User represents and warrants that they are authorised to use the photograph and that they have obtained any required third-party consents to use the said photograph, and that the use thereof as part of the Fundraiser shall not infringe any third-party rights. The photograph must be linked with the purpose of a given Fundraiser and it may not contain any illegal or offensive contents, or contents contrary to the generally applicable customs and standards of social conduct. Allegro.pl reserves the right to remove the photographs which in the company's opinion breach the provisions of this Article 10.24.

## **Article 11. Account status change**

11.1. If the User changes the Account status from a Standard Account to a Business Account or vice versa, the provisions of this Article 11 shall apply.

11.2. If a Standard Account is changed to a Business Account:

- a. all active Announcements on the Standard Account must be closed;
- b. after all active Announcements are closed, the User must complete the Account transformation form, available in the "My Account" tab in the Account settings.

11.3. When a Business Account is changed to a Standard Account:

- a. all active Listings on the Business Account must be closed;
- b. after all active Listings are closed, the User must complete the Account Transformation Form;
- c. the store subscription (abonament sklepowy) services and other services reserved for Business Accounts are discontinued.

11.4. Failure to meet the terms specified for changing Account status renders such a change impossible.

## **Article 12. Privacy policy – Fundraisers**

Allegro.pl is the personal data controller for the Users organising 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 and on 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 Lokalne include the following:

- 1) The personal data of the Users and entities organising Fundraisers, also the User identification data provided as part of the Allegro account registration which may include: the User's full name, e-mail address, login and mailing address. Additionally, the User's personal data concerning the User's employment with or activity within the entity organising the Fundraiser.
- 2) The personal data of the entities' representatives confirming the title or function of the User organising the Fundraiser within the entity providing the said confirmation, including the representative's full name and function or title.
- 3) The personal data of the Fundraisers' beneficiaries: their full 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 full name, e-mail address, login and mailing address.

6) The personal data of the persons being the ultimate beneficiary owners of the Fundraiser or Cause: the information provided in the description of the Fundraiser, particularly their full 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 organising the Fundraisers shall be processed in connection with organising, running, presenting, summarising and supporting the Fundraiser, also for the purpose of handling the Fundraiser, and particularly for the purpose of organising and managing the Fundraiser, making payments towards the Fundraiser, sending Fundraiser-related notifications, verifying the User's authorisation to organise the Fundraiser pursuant to the User Agreement.

2. The personal data of the entities' representatives providing confirmation of a given User's authorisation 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 organising, running, presenting and supporting the Fundraisers and disclosing them to the Users and entities organising 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 organisation. 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 beneficiary owners of the Fundraiser or Cause shall be processed for the purpose of organising, running and presenting the Fundraiser.

#### Data retention period

The personal data of the entities representatives confirming the title or function of the User organising the Fundraiser shall be retained for 5 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 5. Privacy Protection Policy.