

"Weekly Smart! deals" Terms & Conditions

SECTION 1. DEFINITIONS

1. **Company** — Allegro sp. z o.o. with its registered office in Poznań, address: ul. Wierzbicice 1B, 61-569 Poznań, entered in the Register of Entrepreneurs kept by the District Court for Poznań — Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS (National Court Register Number): 0000635012, share capital: PLN 40,000,000.00, NIP (Tax Identification Number): 525-26-74-798, REGON (National Business Registry Number): 365331553.
2. **Weekly Smart! deals or Program** — a program organized by the Company where the Company promotes the Partner's Offers at lower prices.
3. **Terms & Conditions** — these Terms and Conditions which form an integral part of the Agreement between the Company and the Partner, specifying the rules of the Partners' participation in the Program.
4. **Partner** — an entity concluding an Agreement with the Company regarding participation in the Program that is a Seller on Allegro, has a Business Account, and meets the eligibility criteria for the Program on this Account.

Capitalized terms not defined above have the meanings as in the Allegro Terms & Conditions.

SECTION 2. GENERAL TERMS OF PARTICIPATION

1. The Program will launch on August 28, 2025, and will run for an indefinite period. Subject to these Terms & Conditions, the Company may terminate the Program at any time. The Company will notify of termination of the Program at least 30 days in advance by publishing information in locations designated for Sellers on Allegro's websites (e.g., Allegro Help Center, Allegro Academy, site for Sellers).

2. The Program is addressed to the Sellers on Allegro who meet all of the following conditions:
 - a) Have an active Business Account on Allegro;
 - b) The Partner has no arrears towards the Company for the use of services available on Allegro;
 - c) Have achieved a Sales Quality rating of at least the "Neutral" level;
 - d) Have read and accepted these Terms & Conditions.
3. **The Company charges no additional fees for Offers qualified for the Program, with the exception of fees charged in accordance with Appendix No. 4 to the Allegro Terms & Conditions.**
4. By submitting their Offers to participate in the Campaign, the Partner agrees that these Offers will be covered by special conditions of visibility and availability. As part of these conditions, Offers qualifying for the Program will be marked by the Company with a special campaign badge and will be available for purchase **exclusively for Buyers with an active Allegro Smart! service**, to which the Partner consents. Allegro reserves the right to change the graphic form, including the color and content of this badge, at any time during the Campaign, without giving a reason. All information regarding the final appearance and form of the campaign badge will be communicated to the Partners via Allegro's internal communication channels. The Partner undertakes to regularly monitor these communications.

SECTION 3. SUBMITTING AND SELECTING OFFERS

1. Offers are selected for the Program based on the Company's decision. This decision is based, in particular, on the verification of the attractiveness of the price of the listed Goods with respect to market and Allegro prices, prevailing sales trends in Allegro categories, including seasonality, the uniqueness of the Goods, the Goods' selling potential on Allegro, the recognizability of the Goods, and how often they are searched for by Buyers, the quality of the Goods (including the quality of the material from which they are made),

whether the Goods have relevant certificates, shipping terms, the warranty period, the quantity of Goods in the Offer, the quality of the description, images, the Offer template, and the value of products added to the Offer as freebies, as specified in the User's Transactions. The Company may qualify Offers already participating in the Allegro Prices Program to the Program.

2. Partners who meet the criteria specified in Section 2(2) above may submit to the Program only Offers meeting the requirements specified on the List of Goods published at:

<https://help.allegro.com/en/sell/a/what-the-weekly-smart-deals-program-is-and-how-to-join-it-d2oPdRzn3Hl>, in accordance with the following

requirements (submission content):

- a) Listing an ongoing or a new Offer;
 - b) Specifying the required parameters for Goods;
 - c) Determining the required parameters for the Offer, i.e., Condition > New, Offer Type > Buy Now;
 - d) An active SMART! badge. — Offers must meet the Allegro Smart! delivery conditions for the entire duration of promotion within the Program. The Company reserves the right to verify, at any time, whether an Offer qualified for participation in the Program still has an active SMART! badge. The Company reserves the right to remove an Offer from the Program if it loses such status.
 - e) The Partner giving at least a 5% discount on the lowest price of the Goods in the Offer from the last 30 days before submission (this price will be visible in the Offer as a crossed-out price).
3. Offers can be submitted to the Program via: the "Advertising and Promotion" tab, and then "Campaigns & Programs," or by using the REST API tool.
 4. Submitting an offer to the Program as described in paragraphs 2–3 above means accepting the Terms & Conditions, and a positive verification of the submission content by the Company entails conclusion of the Agreement with the Company in the Program.
 5. When submitting an Offer to the Program, the Partner may impose a purchase limit on Goods in a given Offer.

6. Partners meeting the criteria specified in Section 2(2) may submit Offers to the Program in a continuous manner. Offers are verified and selected to the Program based on the Company's decision in accordance with the criteria specified in these Terms & Conditions. In the event of a positive verification of an Offer to the Program, the promotion for that Offer will start within 7 days from its submission. The Partner may see the information about an Offer being qualified to the Program and the promotion start date in "Campaigns & Programs" -> "Manage participation." The promotion period for each qualified Offer is 7 days from midnight on its start date, unless the Offer is ended early or the Goods in the Offer have sold out.
7. By participating in the Program, the Partner declares that they accept and agree that the Company may change the price of the Goods as per their request and the data provided in the submission form.
8. If any Offers present Goods that constitute devices within the meaning of Article 1(2)(1) of the Act of April 7, 2022, on medical devices (Journal of Laws 2022.974) (i.e., medical devices, medical device equipment, and products listed in Annex XVI to Regulation (EU) No 2017/745 of the European Parliament and of the Council of April 5, 2017, on medical devices, amending Directive 2001/83/EC, Regulation (EC) No 178/2002 and Regulation (EC) No 1223/2009 and repealing Council Directives 90/385/EEC and 93/42/EEC, and in vitro diagnostic medical devices and in vitro diagnostic medical device equipment referred to in Regulation (EU) No 2017/746 of the European Parliament and of the Council of April 5, 2017, on in vitro diagnostic medical devices and repealing Directive 98/79/EC and Commission Decision 2010/227/EU), they may participate in the Program only after the Partner has previously (before the launch of the promotion in the Program) submitted a written statement in accordance with the Allegro Terms & Conditions (Section 10). This statement must be delivered by the start date of the promotion in the Program to the Company address, i.e., Fabryka Norblina, budynek Galwan, ul. Żelazna 51/53, 00-841 Warszawa (marked WYROBY MEDYCZNE)."

SECTION 4. BENEFITS FOR PARTNERS

1. For Offers qualified for participation in the Program, for the duration of the promotion of these Offers in the Program, the Partner will receive a 50% sales commission refund on the Goods (calculated in accordance with Section 8 of Appendix No. 4 to the Allegro Terms & Conditions). The refund will be made immediately to the Partner's account within their Allegro Account.
2. The Company will, at its sole discretion, promote all Offers included in the Program:
 - a) in promotional areas at Allegro made available for the Program,
 - b) In email communication sent to Buyers;
 - c) In the Allegro mobile app.

SECTION 5. PERSONAL DATA

The Company is the controller of Partners' personal data in connection with the provision of the Program, within the meaning of Article 4 paragraph 7 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation) ("GDPR"). Personal data processing principles are provided in Appendix No. 5 of the Allegro Terms & Conditions titled "Privacy protection policy."

SECTION 6. FINAL PROVISIONS

1. Regardless of the Partner meeting the terms specified in Section 2 above, in justified cases, in particular, when the Partner:

- a) Fails to comply with the Terms & Conditions or the Allegro Terms & Conditions, in particular, if such failure results in their Account being suspended, or in an excessive number of removed Offers, or transactional problems in relation to the sales volume;
- b) Acts in a way that results in the loss of trust in the Partner, also in the case of the failure to meet the obligations related to the participation in the Program,

The Company reserves the right to refuse to qualify the Partner for the Program or remove the Partner from participation in the Program. In the situation referred to in the previous sentence, the Company shall justify its decision at the request of the Partner.

- 2. At any time, the Company may exclude a Partner from the Program depending on the scale of the violation if:
 - a) The activities of the Partner on Allegro are harmful to other Allegro Users or to the Company;
 - b) The Partner has outstanding payments for services provided by the Company for at least 2 settlement periods;
 - c) The Partner violates the provisions of these Terms & Conditions or the Allegro Terms & Conditions;
 - d) If sanctions have been imposed on the Partner due to a violation of rules regarding sales of illegal products under paragraph 8.4 of the Allegro Terms & Conditions.
- 3. The Company reserves the right to conduct a subsequent verification of Offers qualified for the Program in terms of their attractiveness, on the basis of the criteria specified in Section 3(1) above, and remove Offers from the Program if they have no selling potential or are no longer attractive in terms of price compared to market prices and prices on Allegro.
- 4. Goods assigned to categories whose promotion or advertising violates applicable laws or the Company's image policy are excluded from participation in the Program. The full and current list of those categories is available at:

<https://help.allegro.com/en/sell/a/what-the-weekly-smart-deals-program-is-and-how-to-join-it-d2oPdRzn3Hl#allegro-pl-and-business-allegro-pl>. The fact

that the Goods are included on the List of Goods dedicated to the Program does not guarantee their qualification. As a result, the Organizer reserves the right to verify submissions and to immediately remove from the Program any Offers (or to refuse to accept them) that, due to their actual properties, intended use, or characteristics, should fall under an excluded category, which does not constitute grounds for any claims for damages by the User.

5. The Company stipulates that Offer submitted to the Program may be excluded from the Program when the Goods covered by the Program are removed from the Allegro Product Catalog or are replaced by another product from the Catalog.
6. The Company reserves the right to a temporary break in the qualification of Offers to the Program, of which it will inform Users as part of internal information and training areas on Allegro (e.g., Help Center, Allegro Academy, For Sellers, etc.).
7. Any complaints related to the Program must be lodged in an electronic form within 14 days of the occurrence of the incident being the basis for the complaint using the contact form available at <https://allegro.pl/pomoc/kontakt?kategoria=0b6a5987-d763-4373-9f9e-145bafafc022&subjectId=43c959cd-f86b-44dd-b7f4-34f9f4a1d372>
8. The Company reserves the right to amend and supplement these Terms & Conditions at any time. Such amendments will be announced and published on the [website](#) and will become effective on the date indicated by the Company. At the same time, until the proposed amendments become effective, the Partner may submit a notice of termination of the Agreement to the Company via the [contact form](#) if the Partner does not accept those amendments. If the termination notice referred to in the preceding sentence is not delivered to the Company, the Partner will be deemed to have accepted the amendments to the Terms & Conditions.
9. Any matters not provided for in the Terms & Conditions shall be governed by the Allegro Terms & Conditions.

10. The Terms & Conditions are available at:

<https://salescenter.allegro.com/terms/regulamin-programu-tygodniowe-smart-okazje-7GklI6bkEI9> in a format allowing for their easy reading and printing.

11. These Terms & Conditions have been drawn up in two languages: Polish and English. In the event of any discrepancies, the Polish version will prevail.