

Appendix no. 15. Allegro Community

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

Article 1. Definitions

All terms used in this Community User Agreement in capital letters shall have the same meaning as given to them in the User Agreement, unless expressly stated otherwise in this document.

Community – a separate part of Allegro, designed for submitting ideas, conducting talks and discussions related to the Allegro platform and brand, available at www.spolecznosc.allegro.pl, and operated by Allegro.pl.

Community Account – a site within the Community which is made available to a given User after prior registration and logging in, through which the User can submit and present Community Posts visible to other Users and persons who are not logged in. Through the Community Account, Users submit and manage Posts as well as other features related to their participation in the Community.

Materials – texts, photographs, graphics, audiovisual content, multimedia content and other content made available or published in the Community, including those constituting works within the meaning of the Copyright and Related Rights Act.

Username – a unique sequence of alphanumeric characters identifying the User, established by the User during the registration process.

Partner – an entity cooperating with Allegro.pl on the basis of an appropriate contract or agreement.

Post – a message, a thread, information or Materials placed by the User in the Allegro Community.

Community User Agreement – this document.

User – a User of Allegro, who has registered in the Community and accepted this Community User Agreement.

Article 2. Registration

- 2.1 Only Users with an Allegro account may register in the Community. If a given User has more than one Allegro account, they can create a separate Community Account for each of them.
- 2.2 The user registers in the Community using their Allegro login data (login and password). Registration of a Community Account is only possible if the User accepts the Community User Agreement and selects a Username to be used within the Community.
- 2.3 The Username is visible within the Community for all Users, and may also be available to persons using the Internet and may be indexed by Internet search engines.
- 2.4 The Username may not constitute or contain vulgarisms, offensive or illegal content or content that is in any way contrary to generally accepted custom or social norms.
- 2.5 A User also has the option to mark their Community Account with one of the graphic symbols (avatars) which have been made available for this purpose within the Community.
- 2.6 Registration in the Community is tantamount to a User's consent to Allegro.pl using electronic means of communication to provide services within the Community.

Article 3. General rules governing the use of the Community service

- 3.1 The aim of the Community is to facilitate knowledge exchange, mutual assistance between its members and discussions related to the Allegro platform.
- 3.2 The use of the Community by User is free of charge.
- 3.3 In order to take full advantage of the Community's features, Users are required to log in. After logging in to the Community, a User is entitled in particular to:
 - a) review Posts placed by Allegro.pl, Partners or other Users,
 - b) create new threads and place Posts in existing threads,
 - c) collect awards related to the User's activity in the Community,
 - d) participate in marketing activities, competitions and promotions conducted by Allegro.pl or its Partners.
- 3.4 An unregistered user or a User who is currently not logged in to the service, may use the Community only to the extent indicated in Section 3.3(a).
- 3.5 Posts placed by the User are non-confidential information, which by their placement become public. In particular, they may be accessible to persons using the Internet and may be indexed by Internet search engines.
- 3.6 A registered User has the right to stop using the Community at any time by closing their Community Account. The User requests removal of their Community Account at

spolecznosc@allegro.pl. The Community Account shall be deleted within three business days of receiving the User's message. The User acknowledges and agrees that deleting a Community Account results in irretrievable loss of all data collected within this Community Account, subject to data retention requirements referred to in Section 8.8 of the Community User Agreement. Posts placed by a User within the Community remain public even after the deletion of the Community Account, but without their Username being indicated.

- 3.7 Suspension or temporary restriction of the functionality of a User's Allegro Account shall not affect their capacity to use the Community service. In the event of termination of the agreement concluded between the User and Allegro.pl, referred to in Article 15 of the User Agreement, the User shall lose the ability to log into their Community Account at the moment when, in accordance with the User Agreement, the agreement with Allegro.pl is terminated.

Article 4. Users Obligations

- 4.1 It is forbidden for Users to publish Posts that are contrary to applicable law, moral and social norms and the provisions of the User Agreement or the Community User Agreement. In particular, it is forbidden to publish Posts and Materials that:
- a) are untrue, misleading or potentially misleading to other Users;
 - b) may infringe copyrights or other intellectual property rights;
 - c) infringe the rights of third parties;
 - d) infringe any personal rights;
 - e) contain personal data of the User or another person;
 - f) discriminate (on account of sex, race, nationality, language, religion, etc.), incite violence or contain pornographic content;
 - g) are offensive, vulgar (also in foreign languages) or contain threats directed at third parties;
 - h) contain addresses of websites or names of competing sites;
 - i) contain any form of promotion of activities conducted by the User or third parties outside of Allegro;
 - j) constitute an announcement about own products or services offered outside of Allegro except for information about own products or complementary services compatible with the Allegro API software, if such a product or service does not violate the User Agreement or the Community User Agreement;
 - k) contain advice or guidelines concerning any behaviour or omissions of Users, which could result in violation of the User Agreement or Community User Agreement, or which could potentially help circumvent safeguards used within Allegro and the Community.

4.2 It is also prohibited to:

- a) repeatedly send the same message (spam) or send multiple messages at very short intervals (flooding);
- b) repeat (duplicate) threads;
- c) make proposals to buy or sell Items outside Allegro;
- d) place Materials of third parties under one's Username or impersonate other entities;
- e) disseminate or solicit others to download computer viruses or malicious/harmful software;
- f) conduct political, religious or other agitation.

Article 5. Roles and Rights of Allegro.pl

5.1 The main role of Allegro.pl is to supervise and moderate contents posted by Community Users.

5.2 In order to effectively manage the Community, Allegro.pl will appoint its employees or other persons to act as moderators, managers or administrators of the Community. These persons will be identified with an "Allegro Moderator" badge (or similar). Allegro.pl shall not be held liable for Posts or other contents published by persons who have not been designated to perform the abovementioned functions.

5.3 Allegro.pl has particularly the right to:

- a) edit or delete (in whole or in part), without notice, Posts or threads published in the Community, should they be in conflict with applicable laws and regulations or the provisions of this Community User Agreement;
- b) block Community Users who infringe upon the provisions hereof;
- c) send to the User's e-mail provided during registration technical, system or service related information concerning the operation of the Community which does not constitute commercial information within the meaning of the Act on the provision of services by electronic means (the User can change the notification options at any time);
- d) upload advertising and marketing content concerning own services and products or those offered by Partners.

Article 6. Intellectual property rights

6.1 The rights to the content made available within the Community, in particular copyrights, the name of the Community, its graphic elements, other trade names, software and database rights are subject to legal protection.

- 6.2 The rights to Materials presented by Allegro.pl are vested in Allegro.pl or Partners with the provision that if the said rights are vested in Partners, Allegro.pl presents them in the Community on the basis of relevant agreements concluded with those entities, in particular licence agreements, or on the basis of applicable laws.
- 6.3 By placing Posts and Materials in the Community, the User agrees for that content to be published in the Community for free.
- 6.4 The User hereby represents that the Posts and Materials placed by them remain free from any legal defects or claims of third parties and that they have all rights to such Posts and Materials, in particular property rights or related rights. The User warrants that they have acquired consent to disseminate the image of any and all persons depicted in the Materials posted by them in the Community, and represents that the placement thereof in the Community does not infringe any rights of third parties. Where any of the above representations and warranties proves untrue, the User shall hold Allegro.pl harmless against any liability and claims arising therefrom.

Article 7. Liability

- 7.1 The User or Partner shall bear exclusive liability for Posts and Materials placed by them. Allegro.pl shall not be held liable for the content posted in the Community by Users or Partners.
- 7.2 The User shall be held liable for the actions and omissions of another entity to whom they have given access to their Community Account as if such actions and omissions were their own.
- 7.3 The User shall bear exclusive liability for any possible infringement of the rights of third parties in relation to the selection of their Username.
- 7.4 Within the limits permitted by applicable laws, Allegro.pl shall not bear responsibility for:
 - a) Materials submitted and published by Users or Partners. Posts and Materials placed by Users or Partners do not constitute views or opinions of Allegro.pl;
 - b) The way the Community is used by the Users or any consequences thereof;
 - c) the content, accuracy, timing or reliability of information posted within the Community or any statements, advice or opinions expressed by Users;
 - d) damage arising from the use of the Community or from the inability to use the Community, if caused by third parties or force majeure. The exemption referred to in the previous sentence also applies to liability for damage caused by computer viruses, hacking into the Community Account, and Community Account password takeover by third parties, if these events occurred without the fault of Allegro.pl;
 - e) technical problems or limitations specific for the computer equipment, terminal equipment, ICT systems and telecommunications infrastructure used by the User preventing them from using the Community properly;

- f) advertising and promotional content posted in the Community by third parties together as well as the price and quality of products or services advertised therein.
- 7.5 The User shall hold Allegro.pl harmless against any liability resulting from their noncompliance with the Community User Agreement.

Article 8. Personal data

- 8.1 The provision of personal data by the User is voluntary, however it may be necessary to use the Community.
- 8.2 Allegro.pl is the personal data controller for Users with regard to offering the Community Service under the Website within the meaning of Article 4(7) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").
- 8.3 Allegro.pl shall process Users' personal data exclusively for purposes related to the operation of the Community. Allegro.pl shall also process personal data for statistical and archiving purposes, as well as to be able to handle complaints and to ensure the accountability of the fulfilment of Allegro.pl duties arising from legal regulations.
- 8.4 Personal data shall be processed by Allegro.pl in accordance with applicable legal regulations, in particular with the provisions of GDPR.
- 8.5 Personal data processed by Allegro.pl shall include: data adequate to the type of Community Account, which include: Username (login), first and last name, e-mail address, password, IP number.
- 8.6 Allegro.pl entrusts Khoros LLC based in San Francisco, USA – an entity responsible for the technical maintenance of the Community – with the processing of the following categories of data of registered Users:
 - a) Username, e-mail address and password. Data are transferred at the moment of User registration and are necessary for Community Account registration;
 - b) other voluntarily provided information that are not required to use the Community: first and last name, signature, title, location, private notes.
- 8.7 Every registered User has the right to access their personal data, as well as the right to request rectification and erasure of their data. To exercise these rights, please send an e-mail to the following address: spolecznosc@allegro.pl.
- 8.8 Personal data of Community Users shall be processed for a maximum period of 3 years:
 - a) in the event of termination of the agreement with Allegro.pl, referred to in Article 15 of the User Agreement – counted from the end of the year in which the agreement with Allegro.pl was terminated;

- b) in the event of deletion of the Community Account – counted from the end of the year in which the Community Account was deleted.
- 8.9 The User may contact Allegro.pl, using the e-mail address: iod@allegro.pl, if they have any questions concerning the processing of their personal data by Allegro.pl.
- 8.10 The User may lodge a complaint in relation to the processing of their personal data by Allegro.pl with a supervisory authority, i.e. the President of the Office of Personal Data Protection, ul. Stawki 2, 00-193, Warsaw.
- 8.11 Personal data provided by Users in designated areas shall be processed by Allegro.pl pursuant to the applicable provisions of law and the privacy policy set forth in Appendix No. 5 hereto available at: <https://allegro.pl/regulamin/en/appendix-5>.

Article 9. Final provisions

- 9.1 Any comments, feedback or questions concerning the Community should be sent by e-mail to: spolecznosc@allegro.pl or in writing to the following address: Allegro.pl sp. z o.o. ul. Grunwaldzka 182, 60-166 Poznań.