Appendix No. 19

Appendix No. 19: Data processing Agreement

1.1

The terms used in this document shall be construed to mean as follows:

Personal Data – any information concerning an identified or identifiable natural person, in particular regarding Buyers, including information about Transactions, e.g. orders placed, the manner of their execution, the status of their execution, the content of the correspondence related to Transactions, information on the use of functionalities available in connection with the Service;

GDPR – 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);

Agreement – this agreement on data processing;

Service – the automatic correspondence handling service provided by Allegro.pl to Sellers in their registered Business Accounts using the machine learning technology.

1.2

Other capitalised terms shall have the meaning assigned to them in the User Agreement.

Article 2. The scope of processing

2.1.

The Seller shall order Allegro.pl to process Personal Data, and Allegro.pl shall process Personal Data in accordance with the Agreement and the personal data protection regulations, in particular the GDPR.

2.2.

Allegro.pl shall process Personal Data at the Seller's request in order to provide the Service. In particular, Allegro.pl shall collect, record, store, modify, organise, analyse, combine, anonymise, and delete Personal Data, also in an automated manner, to the extent necessary to provide the Service.

2.3.

The Seller hereby declares that they are entitled to entrust Allegro.pl with the processing of Personal Data for the purposes and to the extent provided for in the Agreement.

2.4.

Allegro.pl shall process Personal Data also for its own purposes within the scope that follows from the Privacy Protection Policy, which constitutes Appendix No. 5 to the User Agreement. The fact

that Allegro.pl processes Personal Data at the Seller's request shall not limit the right of Allegro.pl to process Personal Data in other cases described in the User Agreement.

2.5.

The Seller shall accept the processing of Personal Data by Allegro.pl to the extent that Allegro.pl has an independent legal basis for the processing of Personal Data, including for the purpose of improving the quality of the Service provided, developing algorithms for the provision of the Service, offering own services to Buyers, exercising or defending claims, and for analytical purposes.

Article 3. The rules for the processing of Personal Data by Allegro.pl on the Seller's behalf

3.1.

Allegro.pl shall process Personal Data pursuant to personal data protection regulations, in particular the GDPR.

3.2.

Allegro.pl shall:

a. process Personal Data only based on the Seller's documented instruction (taking into account Article 28(3)(a) of the GDPR), with such instruction to be understood by Allegro.pl and the Seller to mean the entrusting of the processing of personal data by the Seller under the User Agreement;

b. ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

c. take (implement) any appropriate technical and organisational measures (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk for the rights and freedoms of natural persons, of varying likelihood and severity) to ensure a level of security appropriate to the risk, including inter alia as appropriate:

i. the pseudonymisation and encryption of Personal Data;

ii. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

iii. the ability to restore the availability of and access to Personal Data in a timely manner in the event of a physical or technical incident;

iv. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

v. the compliance with the conditions for engaging another processor under Article 28(2) and Article 28(4) of the GDPR.

3.3

As part of the right to audit (including the right to inspect), the Seller may request Allegro.pl to provide information regarding the processing of Personal Data by Allegro.pl, by sending the respective request to the address: iod@allegro.pl. Upon receiving the request, Allegro.pl shall reply

to the request sent (and shall provide the information covered by the request) within 30 (thirty) days of receiving the request.

3.4.

Allegro.pl may further entrust the processing of Personal Data to sub-processors. If the Seller objects to the use of sub-processors by Allegro.pl, the Seller should terminate the agreement as described in Article 15 of the User Agreement. The Seller's objection to the use of further processors by Allegro.pl shall mean that the Seller will not be able to use the Service to the extent that its performance involves the processing of Personal Data by any sub-processor.

3.5.

Allegro.pl shall only use sub-processors that provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subjects. Allegro.pl shall ensure that sub-processors are subject to personal data protection obligations corresponding to those imposed on Allegro.pl under the Agreement.

3.6.

Allegro.pl shall delete Personal Data within the time limits specified in the Privacy Protection Policy, which constitutes Appendix No. 5 to the User Agreement, subject to Articles 2.4. and 2.5. of the Agreement.

3.7.

The Agreement shall be effective for the entire period of the Seller's use of the Service. If the Agreement is not concluded, the Seller will not be able to use the Service.