

# Allegro User Agreement

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### I. GENERAL PROVISIONS

#### Article 1. DEFINITIONS

The following terms used in this document shall read as follows:

**ALLEGRO.PL**

Allegro.pl sp. z o.o. with its registered office in Poznań at ul. Grunwaldzka 182, 60-166 Poznań, entered into 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 number 0000635012, share capital: PLN 33.016.950, taxpayer's identification number (NIP): 525-26-74-798, company statistical number (REGON): 365331553

## **USER AGREEMENT**

this document

## **ALLEGRO**

an online e-commerce platform of an open character available in the allegro.pl domain and operated by Allegro.pl pursuant to the User Agreement

## **REGISTRATION**

procedure of setting up an Account

## **ACCOUNT**

a collection of resources managed by Allegro.pl for the User under a unique name (login), where the User's data and information concerning the User's activity on Allegro are collected

## **USER**

an entity who received access to services provided on Allegro by Allegro.pl pursuant to the User Agreement

## **SELLER**

a User who takes actions to sell or who sells Items as part of a Listing

## **BUYER**

a User who takes actions to purchase or who purchases Items on Allegro

## **BIDDER**

a Buyer who has placed a bid for an Item as part of the Bidding process

## **ITEM**

goods, services or rights which are the subject of a Listing

## **LISTING**

a proposal to conclude a contract of sale for an Item under the terms provided for by the Seller, including in particular the price and description of the offered Item, using the functionalities available on Allegro

## **BIDDING**

a type of a Listing initiated by the Seller as part of which the Bidder declares the price for which they are ready to purchase the Item

## **TRANSACTIONS**

procedures for entering into and performing contracts of sale for Items between Users on Allegro

## **DISCUSSION**

a dispute between the Seller and the Buyer regarding the correct implementation of a Transaction, taking place using after-purchase support tools provided by Allegro

## **Article 2. TERMS AND CONDITIONS OF PARTICIPATION IN ALLEGRO**

### **2.1.**

The allowed Users may be natural persons of at least 18 years of age having full capacity to perform acts in law, legal persons and organisational units not having legal personality but being able to acquire rights and assume obligations on their own behalf. The allowed Users may be persons of at least 13 years of age who are still not 18 years old in the scope in which they can acquire rights and assume obligations pursuant to the generally applicable provisions of law and subject to the principles applicable to them (Junior Account) being Appendix No. 6 hereto.

### **2.2.**

Natural persons who do not pursue any business activity on Allegro shall select one of the following Registration methods, completing an appropriate form for each of them, where:

a. Full Registration, subject to Article 2.6. below, enables the purchase and sale of Items (Standard Account);

b. Simplified Registration enables only the purchase of Items

### **2.3.**

Natural persons who pursue any business activity, legal persons or organisational units referred to in Article 2.1 shall make the Registration using the appropriate registration form by providing the data specified therein. Subsequently, such entities shall send to Allegro.pl a

copy of the documents confirming the said data concerning their business activity. The obligation to send copies of such documents shall not apply to Users with the registered office in Poland who activated their accounts in full after the Registration by making a quick online payment, a wire transfer or any other e-transfer from an account of the entity completing the Registration. On behalf of the entities listed in the first sentence of this article, the aforementioned acts may be performed by a person with an appropriate authorisation.

Allegro.pl reserves right to demand: additional statements and documents confirming conducting business activity by merchants who have their head office, registered business activity or actual place of conducting business activity outside of Poland. In the case when the documents referred to in the preceding sentence are drawn up in a foreign language other than Polish — also translations into English. Information about the range of additional documents, which merchants described in the previous sentence will be obligated to send, will be included in an e-mail message send by Allegro after the User fills out the registration form.

#### 2.4.

An Account registered in the manner referred to in Article 2.3 above, following the positive verification of the data provided by the User, shall be highlighted using an icon visible to all Allegro visitors (Business Account). The sales of Items via the Business Account should be connected only with the business activity conducted by the User on Allegro. At the same time, sales not related to the User's business activity referred to in the previous sentence should be made via the Standard Account.

#### 2.5.

After completing the registration form, a message shall be sent to the e-mail address provided therein, indicating a manner in which the Registration should be confirmed and other information as required by law. Upon the confirmation of the Registration, the registered entity and Allegro.pl enter into an agreement concerning the provision of services by Allegro.pl on Allegro on conditions set forth in the User Agreement.

#### 2.6.

In order to access all the services provided on Allegro, the User must: besides obligation to send copies of documents, statements or translations - referred in article. 2.3 above (if it applies), activate the Account by selecting one of the methods made available by Allegro and available for specific User:

a. Quick online payment — when the User has an account in one of the banks offering the so-called "quick payments" on Allegro and pays the predetermined amount of PLN 1.01. The full amount of the payment shall be returned to the User to the bank account from which the payment was made;

b. Payment for the purchased item made using the payment service specified in Appendix No. 7A and Appendix No. 7B to the User Agreement — when the payment for the purchased Item will be made in the form of an electronic transfer from an account maintained in one of the banks offering the so-called “quick payments” on Allegro;

c. Making a standard transfer or another electronic transfer — when the User has an account in a bank which does not cooperate with the provider of the payment service specified in Appendix No. 7A and Appendix No. 7B to the User Agreement or does not offer the so-called “quick payments”, and pays PLN 1.01 to a bank account specified by Allegro.pl. The full amount of the payment shall be returned to the User to the bank account from which the payment was made.

## 2.7.

The entities referred to in Article 2.1 may buy Items without completing any Registration and opening any Account. In such a case, the selection of Items (placing them in the cart) needs to be followed by the provision of relevant data required in the form necessary to enter into the agreement concluded with the Seller in this manner. Upon the purchase of an Item, the entity referred to in preceding sentences enters into an agreement concerning the provision of services by Allegro.pl on Allegro on conditions set forth in the User Agreement.

## 2.8.

During both registration and later use of Allegro, the User is obliged to give needed and actual data and information and also submit - if requested - a truthful statement.

The User may upload a photo with their image using a dedicated Allegro mobile application. When the User logs in to Allegro via other websites, including social media, the User's personal data and the photo presenting the User's image (if it was made available to that website's host) will be disclosed to Allegro.pl and used in accordance with Allegro's User Agreement.

When the photo is uploaded using a dedicated Allegro mobile application, it will be assigned to the Standard Account indicated by the User and registered to the User's name. When the User logs in to Allegro via other websites, the photo disclosed to Allegro.pl by that website's host will be assigned to the User's Standard Account registered to the email address provided to that website's host. The User's photo will be visible to other Allegro Users and it will be displayed next to the User's selected activities in Allegro.

In the aforementioned cases, the photo will be assigned to the User's Account, provided that it meets the following technical requirements: minimum size: 64 x 64 px, file format: .jpg, .png, contents: no illegal or offensive, in particular vulgar, obscene, erotic or pornographic content or content inciting hatred or racist or xenophobic behaviour is permitted.

The User should update data in the settings after logging in to the Account. It is forbidden for User to delete data included in the User Account settings after making the registration,

with the proviso that the User may delete the photo assigned to their Account at any time. To delete the phone number, the User needs to contact Allegro.pl using the available channels of communication referred to in the User Agreement.

#### 2.9.

The User shall gain access to the Account on Allegro after entering their username or e-mail address and password (Logging in). Logging in to Allegro via an automated solutions service and other websites cooperating with Allegro.pl, including social media sites, shall have the same effects as logging in directly on Allegro website. The User shall gain access to the Account on Allegro after entering their username or address. The use of automated solutions, in particular automatic login software, shall be at the risk of the User using such software.

#### 2.10.

The User may register more than one Account provided that a different e-mail address is assigned to each of them. The User may not use Accounts to perform acts which violate the User Agreement. It is prohibited in particular:

- a. to participate in a Bidding using more than one Account;
- b. to bid or enter into Item sale agreement in the case of one's own Listings or Listings of close relatives or persons living with the User in the same household or other entities with which the Buyer is in relations resulting in well-grounded doubts that the parties act in agreement with the aim to affect the result of a given Transaction in violation of law or good practice;
- c. to complete another Registration in order to avoid the payment of amounts due to Allegro.pl for the services provided on Allegro.

#### 2.11.

The User may not use other Users' Accounts or make their own Account available to other persons, except for the following cases:

- a. making the Business Account available to persons duly authorised by the User to act on their behalf;
- b. making the Standard Account available to the User's spouse by providing the spouse's data in an appropriate form. Spouses using the Account shall be jointly and severally liable for the acts performed in this Account.

#### 2.12.

The Accounts shall be non-transferable save that, with the consent of Allegro.pl: a. a Business Account may be transferred in the case of the transfer by the User to another

entrepreneur of the rights and obligations related to the running of an enterprise or its part, in the form prescribed by law; b. a Standard Account may be transferred by the User to their spouse.

#### 2.13.

If the User's Account or activities on Allegro require additional verification of the data referred to in Articles 2.1. or 2.3., or if Allegro.pl has reasonable concerns about the security of the Account or of a given Transaction, concerning in particular unauthorised taking over and using of the Account by a different person, Allegro.pl may:

a. make using Allegro conditional upon the User's confirmation of their credibility, including identity, on the basis of appropriate documents;

b. restrict the access to particular services on Allegro for a certain period;

c. block the User's Account for a definite or indefinite period.

When the aforementioned circumstances have ceased, Allegro.pl shall lift the said restrictions imposed on the User.

#### 2.14.

Within 14 days from entering into the agreement referred to in Article 2.5., the User may withdraw from it without naming any reason. The terms and conditions applicable to agreement withdrawal, including the template withdrawal form available to the User, are set forth in the Notes of Guidance attached hereto as Appendix No. 8. The User may not withdraw from the agreement if they have listed an Item, have participated in a Bidding, have used the Buy it Now option or have had any amounts due to Allegro.pl for services provided on Allegro.

#### 2.15.

The User acknowledges that, when assigned to their Account in the cases referred to in Article 2.8 above, the photo presenting the User's image may be automatically adjusted to the size meeting the technical requirements specified by Allegro.pl.

## II. TRANSACTIONS

### Article 3. LISTINGS

#### 3.1.

On Allegro, the Seller, when setting the terms of the Listing, may make available to Buyers the following procedures for entering into the sale agreement:

a. Only with Buy It Now option, where the Seller offers to sell the Item at a pre-determined price. This Listing may include one or more pieces of the Item;

b. Bidding, where the Seller, by putting up the Item for sale, invites Bidders to place bids in order to conclude an agreement. Bidding may involve only one piece of the Item. In the case of Bidding, the Seller may set additionally the Buy It Now option; however, if the Seller sets a reserve price on the terms set out in Article 3.2., the Buyer may use the Buy It Now option only until the Bidder places a bid equal to that price. If no reserve price is set by the Seller, the Buyer may use the Buy It Now option until the Bidder places the first bid.

### 3.2.

In Bidding, the Seller may set a reserve price, i.e. the lowest price at which the Seller is willing to sell the Item. Bids lower than the reserve price shall not result in the conclusion of the sale agreement. The amount of the reserve price shall not be disclosed to Users until a Bidder offers the price equal to or higher than the reserve price.

### 3.3.

The aim of the Listings displayed in the "Ads and services" section and in the "Tickets" category is not to conclude an agreement. These Listings are only classified ads. The Listings referred to in the previous sentence may not include more than one piece of the Item.

The Listings referred to in this Article may be presented by entities cooperating with Allegro.pl under separate agreements, in particular on websites or in online applications (including mobile applications) operated by them.

### 3.4.

Charity organizations, which Allegro is cooperating with based on separate agreements, may list a charity Listing within Allegro, and income from those listings will be allocated for their statutory objectives. Charity organisations may also allow Users to list charity Listings in their favor, in that case the price of the Items, which are listing merchandise will be sent directly to the charity organisation account number. In the cases mentioned in the previous sentence the User will receive only Item delivery charge paid by Buyer. Within the charity Listings Item payment is possible only via those payment services listed in Appendix no. 7A.

### 3.5.

As part of the charity Listing referred to in Article 3.4. above, the Seller may restrict access to the Listing by offering participation in it only to invited Users or Users verified as to the meeting of the criteria defined by the Seller or stipulated in applicable laws. Due to the special nature of this Listing, the rights and obligations of Sellers or Buyers set forth in its description may be stipulated otherwise than herein.

### 3.6.



Charity Listings listed by charity organisations other than those referred in art. 3.4 above, and Listings listed in favor of such organisations may only be listed on the Charytatywni.Allegro.pl platform.

## Article 4. FORBIDDEN ITEMS

### 4.1.

Sellers may not list, as part of any Transaction, Items trading of which violates applicable provisions of law or rights of third parties (in particular copyrights and other intellectual property rights) as well as listing of which may be considered as violating good practice.

### 4.2.

Notwithstanding the provisions set forth in Article 4.1., it is prohibited to list items indicated as forbidden in Appendix No. 1 hereto.

### 4.3.

The items referred to in Articles 4.1. and 4.2. may not be offered together with other Items as free gifts.

### 4.4.

Some types of Items may be listed only if additional conditions set forth in Appendix No. 1 hereto have been met.

## Article 5. COMMENCING A TRANSACTION

### 5.1.

The Seller shall prepare a Listing by filling in the sale form available on Allegro, thus laying down all terms of the Transaction. The information contained in the description of the Listing may only refer to its object. Upon adding information or data to the description of a Listing, Allegro.pl shall acquire the right to use them, in particular to use them in any way, at any time and at its own discretion. By adding information or data in the description of a Listing, the Seller declares that they have the right to add them to the description of a Listing, and their use on Allegro and by Allegro.pl, particularly in the manner specified in the preceding sentence, does not violate the rights of third parties. The Seller shall be liable for the truthfulness of the declaration referred to in the preceding sentence.

### 5.2.

A Listing description should be accurate and complete and must not mislead other Users, in particular as regards properties of the Item such as its condition, quality, origin, brand or manufacturer. A Listing description should comply with applicable provisions of law, in particular contain information required by applicable consumer protection regulations. The

User shall be fully liable for the content of their Listing, also for any mistakes or inaccuracies therein.

5.3.

Irrespective of the provisions of Article 4.1, the Seller represents that they are authorised to and capable of concluding and performing the agreement with the Buyer.

5.4.

When performing the acts referred to in Article 5.1, the Seller shall order Allegro.pl to post the Listing on the date indicated by the Seller. If the date is not specified, the posting shall be immediate. The number of a single User's Listings posted simultaneously may not exceed, without Allegro.pl's consent, 100,000, and also Allegro.pl may not be ordered to post such a number of Listings concerning the same Item which may violate the principles of fair competition on Allegro.

5.5.

Upon posting a Listing, the Seller is bound by its description. The Seller may introduce changes in the Listing until the first bid has been placed by a Bidder. In the case of a Listing with Buy It Now option, the Seller may not effectively modify its description for the Buyers with whom they concluded a sale agreement as part of the Listing. The Seller may not introduce any changes in the Listing description that would change the Item on offer or its properties. Upon posting within the Listing (upon its publication on Allegro) any content being the subject of copyright law, in particular such as signs, logos, images, descriptions or photos ("Content"), the User allows Allegro.pl to use this Content free of charge, nonexclusively and without time and territory constraints, within the scope of:

- a. its storing and multiplying by using any techniques, including its recording and duplication into paper, electronic, magnetic and optic medium copies;
- b. its reproduction via telecommunications networks (including the Internet and GSM networks) by any means and techniques, in particular such as: its reproduction in such a way that anybody can access the Content at any chosen time and place; its exploitation in other communications networks, regardless of any possible use of access restrictions; its public viewing and reproduction also done by websites content autorun mechanisms;
- c. its public performance, display, viewing, reproduction, transmission and rebroadcasting;
- d. its lending and its introducing to public trading.

The User consent covers preparation of the Content analyses by Allegro.pl, their use in the scope in which Allegro.pl is authorised to use the Content, and giving further consents in to the extent of the agreement with Allegro.pl.

The User gives his consent to exercise his personal copyrights to the Content by Allegro.pl and declares that he will not exercise these personal copyrights against Allegro.pl or against entities given by Allegro.pl further consent to use the Content.

The User warrants that he is authorised to make the aforementioned declaration, to give consents included in the User Agreement and to incorporate the Content. He also warrants that the Content and its use by Allegro.pl in accordance to the User Agreement do not infringe any third party rights. The User shall release Allegro.pl and entities given by Allegro.pl further consent to use the Content from any liability arising from the use of the Content in accordance with the User Agreement

5.6.

Detailed principles of creating a Listing, including its description, uploading photos and using additional options concerning its presentation and promoting are set forth in Appendix No. 2 hereto.

5.7.

Seller is obligated to accept Buyer's payments for transactions completed via any payment service available on Allegro, including Allegro gift cards. Depending on the Buyer's choice of payment method, service of the payment execution shall be processed under conditions set forth in Appendix No. 7A, Appendix No. 7B, User Agreement or the [Allegro gift card User Agreement](#).

5.8.

Besides enabling Buyer to perform payment for Item via services mentioned in art. 5.7., Sellers may allow Buyers to complete payments for Items also by using the "cash on delivery" option, or by paying directly at the place of the Items collection.

5.9.

A Listing should be posted in the category relevant for the type of the Item in question.

## Article 6. COURSE OF TRANSACTION

6.1.

Accepting the terms presented by the Seller in the Listing, the User, in order to purchase the Item, shall participate in Bidding or select the Buy It Now option, subject to Article 3.3 hereof. In performance of the aforementioned acts, the User shall fill in an appropriate form available on the Listing webpage and confirm their choice.

6.2.

Upon placing a bid in the Bidding process, the personal data regarding the name of the Bidder's Account (username) shall be disclosed to the Seller.

### 6.3.

As long as a Listing remains open, Users may ask the Seller questions on Allegro regarding this Listing using an appropriate form. Such questions shall be sent automatically to the Seller's e-mail address encrypted by Allegro.pl, thus disclosing to the Seller the e-mail address encrypted by Allegro.pl of the User asking the question.

### 6.4.

When joining the Bidding process, the Bidder shall indicate the maximum price for the Item that they undertake to pay if they win. The Bidder may change the maximum price in the course of Bidding, but may not offer an amount lower than or equal to the current price in the Bidding. The subsequent Bidder may outbid the previous Bidder, depending on the current price of the Item, by an appropriate increment amount as per the table below:

<b>The highest price offered at a time</b>	<b>Increment amount</b>
1,00 - 24,99 zł	0,50 zł
25,00 - 99,99 zł	1,00 zł
100,00 - 249,99 zł	2,50 zł
250,00 - 499,99 zł	5,00 zł
500,00 - 999,99 zł	10,00 zł
1.000,00 -	25,00 zł

**The  
highest  
price  
offered  
at a  
time**

**Increment amount**

2.499,99  
zł

2.500,00

-

4.999,99  
zł

50,00 zł

above  
5.000,00  
zł

100,00 zł

6.5.

Bids made by Bidders shall bind such Bidders, unless the Seller rejects them. A Bidder's bid may be rejected only before the Bidding ends:

- a. on a Bidder's request or
- b. when the Seller has reasonable doubts as to the Bidder's credibility;
- c. in the case of theft or destruction of the Item during the Bidding;
- d. due to the Bidding closure in the cases referred to in Article 6.8. b.

Except that for Listings in the following categories:

- Clothes, Footwear, Accessories > Women's Wear > Blouses
- Clothes, Footwear, Accessories > Women's Wear > Sweaters
- Clothes, Footwear, Accessories > Men's Wear > Shirts

a Bidder's bid may be rejected only at the Bidder's request.

6.6.

A proposal to enter into an agreement with the Seller made by the Bidder whose Account will be blocked before the end of the Bidding shall cease to be binding. Information on the Bidder's Account block shall be posted on the Bidding webpage.

6.7.

A Listing shall be closed after the period specified in its terms by the Seller or when all pieces of the Item offered in Listings with Buy It Now option are sold. A Listing may be closed earlier:

- a. upon the Seller's decision referred to in Article 6.8.;
- b. upon Allegro.pl's decision in the cases referred to in Article 8.2(b).

6.8.

The Seller may close their Listing at any time. In the case of:

- a. a Listing with Buy It Now option — sale agreements concluded so far as part of such a Listing shall be binding;
- b. Bidding — winners shall be determined according to the status as of the time of its closing pursuant to Article 7.2.

6.9.

An Item price should be determined in accordance with generally applicable provisions of law. Apart from the Item price, the Seller may charge the Buyer only with the shipping costs as specified in the Listing and only in the actual amount.

6.10.

Appendix No. 3 hereto sets forth an action plan for scheduled technical breaks and technical failures, in particular their impact on posted Listings.

## **Article 7. CONTRACT CONCLUDED AS PART OF THE LISTING**

7.1.

Allegro is not a party to any Item sale agreements made between Users and does not ensure that the Sellers and the Buyers are authorized to enter into and perform such agreements.

7.2.

An agreement shall be concluded with the winner of Bidding. The winner of Bidding shall be the User who, upon its closure, offered the highest price for the Item and their bid was at least equal to the reserve price, if such a price was specified by the Seller (accepting the winning bid). If several Bidders placed bids indicating the same highest price, the Bidder who bid as the first offering the highest price shall become the winner.

7.3.

The Buyer shall enter into an agreement with the Seller, confirming the purchase using “Buy and Pay” button, subject to Article 3.3.

#### 7.4.

The confirmation of entering into an agreement between the Buyer and the Seller shall be sent automatically by e-mail (or alternatively by other means of electronic communication) and shall be for information purposes only. In the e-mail referred to in the previous sentence, the parties to the agreement shall receive the data currently appearing in their Account settings, i.e. name and surname, e-mail address (encrypted by Allegro.pl), telephone number, address. If the Buyer selects an Item shipping method as part of which the shipped item is assigned a tracking number and if this number is made available in the “Purchased” tab displayed after logging in to the Account, the Buyer shall be sent an additional e-mail message with the carrier’s name, shipment tracking number and a link to track the shipment.

#### 7.5.

In connection with the concluded agreement, the Buyer should pay for the Item within 7 days, unless the parties agreed otherwise.

## Article 8. ROLE OF ALLEGRO

#### 8.1.

Allegro.pl shall not be held liable for Users’ conduct on Allegro and for undue performance or failure to perform Transaction-related agreements, and also for the consequences of actions performed by Users or third parties which violate the provisions hereof. In particular, Allegro.pl shall not be held liable for the quality, safety and legality of Items sold in Listings, Sellers’ capacity to sell, Buyers’ solvency and the veracity and accuracy of data and other contents provided/submitted by Users within Allegro. Allegro.pl, on the terms set forth in Appendix No. 9, shall grant compensations to the Buyers who have suffered damage as a result of the Seller’s dishonest conduct. At the same time, Allegro.pl shall be liable for the performance of agreements concluded on Allegro, in connection with its own sale of Items, in accordance with generally applicable laws and regulations and the terms of Allegro.pl’s Listings.

#### 8.2.

If a Listing is in breach of the User Agreement or any applicable laws and regulations, Allegro.pl may:

- a. change Allegro category indicated by the Seller, in which the Listing is posted;
- b. close before its deadline or delete a Listing with Buy It Now option; however, agreements concluded between Users as part of such a Listing until such closure shall remain valid;

c. delete Bidding, causing it to be no longer available on Allegro, and all hitherto activities of Bidders performed as part of it shall have no effect.

8.3.

Allegro.pl may verify Users' compliance with the User Agreement. Such a verification may be carried out, in particular, by checking if Users observe relevant provisions of the User Agreement. The verification shall be carried out, in particular, by establishing contact with a given User and recording/documenting such contact.

8.4.

If any User's actions are in breach of the User Agreement, Allegro.pl may:

- a. caution the User by e-mail,
- b. warn the User by e-mail;

Warnings and cautions do not result in the suspension of a User's Account or limitation of access to particular services provided within Allegro. Warnings and cautions serve only as information for the User, reminding them that with subsequent violations of the User Agreement Allegro may suspend their Account or restrict access to particular services.

In the event of repeated or serious infringements of the User Agreement, such as:

1. failure to pay an amount due to Allegro within the set time limit;
2. providing incomplete or untrue contact details (such as first and last name, company, address) in the Account settings;
3. transferring the Account without the consent of Allegro;
4. making the Account available to other persons in violation of the rules specified in Article 2.11 of the User Agreement;
5. listing items referred to as forbidden in Appendix No. 1 hereto or listing restricted items if the conditions for listing are not met;
6. non-compliance with the rules concerning the placement of Listings specified in Appendix No. 2 hereto;
7. registering and using multiple Accounts in violation of the rules set out in Article 2.10 of the User Agreement;
8. sending spam messages to other Allegro Users;
9. recurring purchase of Items without payment.

Allegro.pl may:

- c. temporarily restrict the User's access to respective services provided on Allegro, in particular restrict the User Account's functionality for a definite or indefinite period;
- e. block one, a few or all the User's Accounts for a definite or indefinite period.



Allegro shall notify the User of the suspension of the Account or limitation of access to specific services via e-mail, indicating the reasons for the suspension or limitation of access. The User may appeal against the decision of Allegro within an internal complaint handling system.

If no answer is given and no comprehensive explanation is provided regarding the correctness of performing of the agreement concluded between the Buyer and the Seller as part of the Discussion within the time limit specified in Article 10.2 of the User Agreement, Allegro.pl may make the use of Allegro conditional on the User's confirmation of the fulfilment of the agreement concluded as a result of the Transaction.

8.5.

Regardless of whether Allegro.pl applies the provisions of Articles 8.2, 8.3 or 8.4 hereof, the User shall be fully liable for their acts and omissions related to the use of Allegro, in particular the User may be held liable for damages towards Allegro.pl or other Users.

Where the User uploads a photo presenting their image to Allegro.pl, as referred to in Article 2.8 of the User Agreement, the User shall represent that they are authorised to use the said photo for the purposes specified in the User Agreement, and that the use of the same on Allegro and by Allegro.pl does not violate any third-party rights. The User shall be liable for the truthfulness of the representation referred to in the foregoing, and hold Allegro.pl harmless against any liability arising in connection with the use of the photo on Allegro which is unlawful or violates third-party rights.

8.6.

In case of blocking the Account, the User may only access the Account and use those functions which make it possible to pay amounts due to Allegro.pl and finalise agreements concluded before the Account block; however, the User may not use any other services provided on Allegro by Allegro.pl. Any Listings posted in a blocked Account shall be deleted. The outcomes of Biddings with the participation of the Bidder whose Account has been blocked shall be decided in accordance with Article 6.8.

8.7.

The User whose Account has been blocked or its functionality restricted as referred to in Articles 2.13 and 8.4 may neither register a new Account nor use another Account without Allegro.pl's prior consent.

8.8.

In the cases referred to in Article 8.9. below, payment service providers specified in Appendices Nos. 7A and 7B, acting upon the order of and on the basis of the information provided by Allegro.pl, are entitled to temporarily withhold the disbursement of the Sellers' funds in cases and on conditions provided for in detail in Appendices Nos. 7A and 7B to the Allegro User Agreement ("Disbursement Withholding").

8.9.

Allegro.pl may qualify a Seller's Account for Disbursement Withholding in the following cases: a. in Transactions in which there is a higher probability that Buyers would request the payment of compensations under the Buyer Protection Programme referred to in Appendix No. 9 to the Allegro User Agreement or b. in the case of the Sellers who conduct activity as part of a Business Account as an entity whose registered office, registered business or actual place of business are outside the European Economic Area.

8.10.

Allegro.pl shall order payment service providers specified in Appendices Nos. 7A and 7B to apply Disbursement Withholding in the cases of the Accounts referred to in Article 8.9.a above, for which the turnover from Listings in the "Telephones and accessories" category exceeded PLN 600,000 (six hundred thousand zloty) in the last 6 months counted from the last day of the month preceding the date of the qualification of the Seller's Account for Disbursement Withholding, and which have met at least one of the following conditions:

- a. at least 25% of the value of Transactions made within 60 calendar days preceding the date of the qualification of the Seller's Account come from Listings for which the Item delivery time declared by the Seller as at the date of concluding the agreement with the Buyer exceeds 7 business days;
- b. the number of Discussions ended as unresolved for the Seller, who, in the last 60 days, concluded more than 1000 agreements, has exceeded 0.2% of the number of all agreements concluded at that time. If, in the last 60 days, the Seller concluded less than 1000 agreements, the number of Discussions ended as unresolved in this period has exceeded two.
- c. the number of Discussions opened by Buyers within 60 calendar days preceding the date of the qualification for Disbursement Withholding exceeds 10 and, at the same time, for more than 10% of them the Seller has not given their response and has not presented exhaustive explanations within 24 hours from being accused of any misconduct by the Buyer, with Saturdays, Sundays and other public holidays being excluded from such response time;
- d. in the period of 60 days immediately preceding Disbursement Withholding, pursuant to Articles 2.13 and 8.4 of the Allegro User Agreement, the Seller's access to particular services provided on Allegro was restricted temporarily or one, several or all their Accounts were suspended for a definite or indefinite time;
- e. the Seller's average rating on the date of the qualification for Disbursement Withholding is below 4.900 (four and nine tenths).

## Article 9. FEES AND COMMISSIONS

9.1.

Services provided on Allegro by Allegro.pl shall be paid services. The Seller shall be charged with all fees and commissions. Such amounts payable shall be charged on an ongoing basis and presented for payment for consecutive settlement periods. The settlement period shall be a calendar month.

9.2.

Fees and commissions for services provided on Allegro by Allegro.pl shall be paid by the User to the bank account indicated in their Account settings.

9.3.

Any User's actions aiming at or resulting in avoiding the payment of fees or commissions billed by Allegro.pl are prohibited.

9.4.

Allegro.pl shall issue invoices for services provided on Allegro in accordance with data provided in Account settings; however, Users of Standard Accounts shall be issued invoices upon their request.

9.5.

Amounts of fees and commissions for respective services, terms of collecting and billing them, and terms of awarding transaction discounts on amounts payable for services provided by Allegro.pl in a given month, and also the method of their calculation as well as the terms of issuing and sending invoices are provided for in Appendix No. 4 hereto.

## Article 10. OTHER OBLIGATIONS OF USERS

10.1.

All actions of Users on Allegro should comply with good practice and applicable provisions of law, including consumer protection laws. A User may not take any actions which adversely affect the security of Allegro operations or are detrimental to other Users. 10.2.

A User must explain the correctness of the performance of the agreement concluded between the Buyer and the Seller. The Seller must give their response and present exhaustive explanations in the Discussion within 24 hours from being alleged of any misconduct by the Buyer, with Saturdays, Sundays and other public holidays being excluded from such response time.

10.3.

The number of Discussions ended as unresolved for the Seller, who, in the last 60 days concluded more than 1000 agreements, should not exceed 0.2% of the number of all agreements concluded at that time. If, in the last 60 days, the Seller concluded less than 1000 agreements, the number of Discussions ended as unresolved in this period may not exceed two.

#### 10.4.

The Seller must respond to the Buyer's message within 24 hours of its receipt, provided that this deadline does not fall on a Saturday, Sunday or a public holiday.

#### 10.5.

Where, for the ordered Items, the Buyer selects a shipment method which is registered by the carrier and has been given a tracking number, the Seller shall immediately enter in the order tab (my sales -> orders) the correct tracking number (as assigned by the carrier on dispatch) and the Items' delivery shall take place within the time frames (counted with an accuracy of one hour starting from the moment when the payment for the Item is made – if the payment methods available at Allegro are used – or from the moment of entering into the Transaction – in the case of the "cash on delivery" payment, with Saturdays, Sundays and other public holidays being excluded from such period) specified by the Seller in the "Shipment dates" section of the sales form.

#### 10.6.

In Allegro, the Sellers have been given access to the "Quality of my sales" tab where, based on the individual ratings in the following areas:

- a. Buyers' ratings (containing e.g. Buyers' Recommendations, Buyers' Experience/Satisfaction);
- b. Order processing (containing e.g. the Orders processed, Package numbers entered within the time frames specified in the User Agreement);
- c. Client Services (containing e.g. Active Discussions, Timely responses to questions asked in the discussions);
- d. Attractiveness of the Listing (containing e.g. Active payment methods, Percentage of Listings with Allegro Smart!);
- e. Compliance with the User Agreement (e.g. Deleting Listings, Policy Warnings);

the Seller's quality is determined at one of the following levels:

- a. Super+
- b. Super

- c. Good
- d. Neutral
- e. Improvement required
- f. Unacceptable

The data included in the "Quality of my sales" tab are calculated on a daily basis and they cover the previous 30 days. The calculation may be delayed by no more than 24 hours for technical reasons.

#### 10.7.

The Seller shall maintain the quality of the sales at least at the general "Neutral" level. The quality level may affect the User's participation in the bonus programs and benefits available in Allegro (e.g. special conditions of participation in the Special Offer Zone). The detailed rules on how the quality described in the "Quality of my sales" tab affects the individual programs are provided in the programs' terms and conditions. Where the User's general quality (in the "Quality of my sales" tab) drops to the "Improvement required" or to the "Unacceptable" level, Allegro.pl shall have the right to take the measures referred to in Article 8.4 of the User Agreement.

#### 10.8.

Users should archive by themselves the information on agreements concluded on Allegro.

#### 10.9.

Any materials, including graphical elements, layout and composition thereof, trademarks and other information available on Allegro webpages are subject to the rights of Allegro.pl or Users. These elements are subject to author's property rights, industrial property rights, including rights from the registration of trademarks and rights to databases and, as such, are subject to statutory legal protection.

#### 10.10.

Downloading or using materials available on Allegro in any way shall each time require consent of Allegro.pl and shall not violate any provisions hereof and generally applicable provisions of law, and shall not violate any interests of Allegro.pl and Users. The following shall be prohibited:

- a. third-party use of indications to which Allegro.pl holds rights, including characteristic graphical elements, in particular such as logos, photos, descriptions or other types of indications;

- b. aggregating and processing data and any other information available on Allegro for the purpose of sharing them further on other websites or outside the Internet,
- c. using the Allegro designation or similar designations in the Account login if this can mislead other Users about the entity using the given Account or its affiliation with Allegro.pl

## Article 11. FEEDBACK SYSTEM

### 11.1.

On Allegro, Users may use a descriptive and graphical (i.e. graphical sale assessment) feedback system to exchange subjective opinions on the course of Transactions and performance of agreements. If Users have concluded an agreement, the Buyer, within 90 days from the date of concluding the agreement, that is from the day and hour of the concluding, may leave feedback for the Seller, whereas this time limit is calculated to the hour. The Seller who receives "not recommended" feedback may respond to it once. It is not possible to leave feedback when the Buyer has made a purchase under the rules specified in Article 2.7. and when they have not fully activated their Account or their Account is blocked.

### 11.2.

In descriptive feedback, a User may recommend or not recommend purchase. In graphical feedback for the sale, the Buyer may give 1 to 5 points to assess the agreement performance by the Seller in terms of the following parameters:

- consistency with Item description
- shipping cost
- buyer service

### 11.3.

Feedback shall always be assigned to a particular Account and a specific Transaction. A User shall be liable for the content of their feedback and replies.

### 11.4.

The content of feedback and replies shall be public information available to all visitors to Allegro.

### 11.5.

Feedback and replies should be consistent with the actual course of Transactions and may not contain:

a. vulgarisms, content that is obscene or pornographic, or inciting to hatred, racism, xenophobia;

b. Users' contact details or usernames;

c. website addresses or content of advertising nature.

11.6.

A User may not participate in any Transaction solely for the purpose of leaving feedback (e.g. to artificially increase or decrease the Seller's credibility).

11.7.

Allegro.pl shall not interfere with the content of any feedback or replies; however, it reserves the right to delete or block the possibility of their posting in justified cases when:

a. they are in breach of the provisions of the User Agreement, in particular of Articles 11.5 or 11.6;

b. they have been posted for a wrong User or Transaction by mistake, if their content explicitly indicates that a mistake has been made;

c. the content of feedback explicitly indicates that a mistake has been made as to its type;

d. the content of feedback contains characters which make that feedback illegible.

11.8.

Parties to a concluded agreement shall have the possibility to agree on the deletion of feedback and replies to it using for this purpose an appropriate form available on Allegro. Feedback shall be deleted upon the satisfaction of all the following conditions jointly:

a. the deletion request must be submitted by the Seller within 21 days from the date of receiving feedback;

b. the Buyer must agree to comply with such a request not later than within 14 days following its receipt.

11.9.

Following the deletion of feedback according to the procedure provided for in Article 11.7., the Buyer may re-assess the course of the Transaction within 90 days from the date of concluding the agreement related to a particular Listing.

11.10.

Users may post on Allegro their reviews concerning Items, including their disadvantages and advantages. They are presented in Listings in the "Product review" tab.

11.11.

Reviews posted in the "Product review" tab are Users' subjective opinions. Users shall be liable for the content of their opinions expressed in such reviews.

11.12.

A User's review may not violate applicable provisions of law, including third-party rights; in particular, it may not be defamatory, violate personal rights or constitute an act of unfair competition. At the same time, regarding the rules of posting reviews by Users, the provisions of Articles 11.5 and 11.6 shall apply accordingly.

11.13.

Allegro.pl reserves the right to edit or delete reviews in justified cases, when a review:

- a. is a subsequent review referring to the same Item;
- b. refers to a different Item than the reviewed one;
- c. violate the rules set forth in Article 11.12.;
- d. violates applicable provisions of law, good practice or offends religious feelings;
- e. infringes patent rights, copyrights, business secrets or other intellectual property rights, or personal data protection rights;
- f. is only a summary of a film, book or record etc.;
- g. is fully or partially copied from other Users, the producer of the reviewed Item or from other available sources;
- h. it contains characters which make the review illegible.

11.14.

By posting a review, the User consents to its use free of charge by Allegro.pl or other entities cooperating with Allegro.pl under separate agreements, and to its modification within the aforementioned scope.

### III. FINAL PROVISIONS

#### Article 12. OTHER SERVICES

12.1.



Allegro.pl may provide Users with other services supporting the main activity of Allegro.pl or facilitating the use of the services of Allegro.pl by Users, including the financing, securing or advertising of Transactions, on the terms set forth in the terms and conditions of such services, as well as services involving the intermediation by Allegro.pl in the conclusion of agreements on the provision of third-party services.

12.2.

Allegro.pl may provide Users with information about services and service offers of third-party suppliers (e.g. who offer financial services, including insurance services), facilitating the use of the services of Allegro.pl by Users, including the financing, securing or advertising of Transactions.

## Article 13. PRIVACY AND CONFIDENTIALITY

13.1.

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.

13.2.

Users' personal data may be disclosed to other Users only in the cases set forth herein for purposes related to the Transactions and in other cases with prior consent of the data subject.

13.3.

A User shall not disclose to third parties any information related to other Users received from Allegro.pl in connection with the use of Allegro, unless the User has obtained prior consent of the User who is the data subject. In particular, the use of such information for commercial purposes, in particular to promote in any form the activities of any User carried out outside Allegro shall be prohibited.

13.4.

The use of the information referred to in Article 13.3 for commercial purposes to promote in any form the activities of any User carried out outside Allegro shall be prohibited. In particular the following shall be prohibited:

a) making proposals to buy or sell the Item outside Allegro (not applicable to Listings referred to in Article 3.3);

b) adding to the shipped Item or providing in any other form any content with information about commercial activities carried out outside Allegro (e.g. leaflets advertising an online store);

c) opening accounts for Users in online stores.

13.5.

Allegro.pl reserves the right to filter and block messages sent by Users using the tools made available on Allegro, in particular if they are spam, include content that violates this User Agreement or otherwise pose a risk to the safety of Users.

13.6.

Ended Listings may be published in [archiwum.allegro.pl](https://archiwum.allegro.pl) subdomain. Published information is for reference only and Allegro.pl may not ensure or guarantee that ended Listings will be made public in a full and comprehensive manner.

## Article 14. AMENDMENTS TO THE USER AGREEMENT

14.1.

Allegro.pl may amend the User Agreement and such amendment shall become effective within the period indicated by Allegro.pl. The aforementioned period may not be shorter than 15 days after publishing the amended User Agreement on Allegro.

14.2.

Upon the first logging in to Allegro after an amendment has entered into force, the User shall be notified about such amendment and the possibility to accept it. An amendment shall be considered accepted also upon automatic renewal of a Listing requested by the User, even without logging in to Allegro and upon the first operation carried out by the User on Allegro after the amendment has entered into force, if the User remained logged in at that time. The User who does not accept amendments should immediately notify Allegro.pl to terminate the agreement, using the form referred to in Article 15.2. The provisions of Article 15 shall apply accordingly.

## Article 15. TERMINATION OF THE AGREEMENT WITH ALLEGRO.PL

15.1.

The provision of services on Allegro shall be unlimited in time, subject to the provisions of this Article below.

15.2.

A User may, at any time, terminate the agreement concluded with Allegro.pl related to the Account indicated by them, by filling in and approving the contract termination form. In this case, all Buyer listings published so far will be removed within 7 days from date of contract termination form approval. Furthermore, during the contract termination period it will not

be possible to: list new Item, buy Item, participate in a Bidding or change the amount offered by Bidder during bidding.

#### 15.3.

The termination by a User of the agreement with Allegro.pl for the Account indicated by them shall be effective not earlier than 60 days since the date of contract termination (interpreted as date of filling in and approval of contract termination form). After the 60 days deadline, it will not be possible to login to Allegro account and to use services available within the scope of account.

#### 15.4.

In the event when a User is persistently in breach of the User Agreement, the agreement may be terminated by Allegro.pl against a seven weeks' notice.

#### 15.5.

If the agreement has been terminated by the decision of Allegro.pl, a User may not register any Account on Allegro again without prior consent of Allegro.pl.

## Article 16. CONTACT DETAILS AND COMPLAINTS PROCEDURE

#### 16.1.

A User may contact Allegro.pl in relation to the services provided electronically hereunder:

- a. in writing to: Allegro.pl sp. z o.o., ul. Grunwaldzka 182, 60-166 Poznań;
- b. in an electronic form (by, e.g., using the contact form on webpages of specific articles in the "Help" section, which may be accessed from the main page of the Allegro website).

#### 16.2.

Allegro may contact the User:

- a. in writing to the correspondence address provided by the User;
- b. in an electronic form to the e-mail address provided by the User;
- c. by phone calling the telephone number provided by the User.

#### 16.3.

If, in a User's opinion, services to be provided under the User Agreement are not rendered by Allegro.pl or are not rendered in accordance with the User Agreement, the User may present their reservations in the manner specified below ("Complaint"). In addition, in the

case of own sale of Items by Allegro.pl, a User may make a Complaint in the manner described in Allegro.pl's Listing.

16.4.

A Complaint may be lodged in an electronic form using the contact form or in a written form. A Complaint shall contain at least the name under which the User acts on Allegro (username), the description of their reservations and the proposed method of handling the Complaint.

16.5.

Allegro.pl shall handle a Complaint within 14 days from the date of its receipt. When a Complaint does not contain the information necessary to handle it, Allegro.pl shall ask the User making the Complaint to supplement the required information, and then the period of 14 days shall run from the date of submitting the supplemented Complaint.

16.6.

A reply to a Complaint shall be sent only to the e-mail address assigned to a given User's Account. In particularly justified cases, Allegro.pl may send a reply to a different e-mail address provided by the User making a Complaint, which is not assigned to the User's Account, or in writing to the address provided in the Complaint.

16.7.

A User may appeal against the decision taken by Allegro.pl concerning a Complaint ("Appeal"). The provisions of Articles 16.3, 16.4 and 16.5 shall apply accordingly.

## Article 17. GOVERNING LAW AND DISPUTES

An agreement between User and Allegro.pl, relating to services provided on Allegro by Allegro.pl on terms and conditions set forth herein, shall be governed by Polish law. Any disputes connected with the services provided on Allegro by Allegro.pl shall be resolved by common Polish courts of general jurisdiction. A User being a consumer may initiate out-of-court proceedings to solve a Complaint and enforce claims before the Permanent Arbitration Consumer Court at the Provincial Inspector of Trade Inspection in Poznań. Information on how to initiate such proceedings and on the procedures applicable to dispute settlement can be found at <http://www.uokik.gov.pl> in the "Consumer dispute settlement" tab (Polish: "Rozstrzygnięcie sporów konsumenckich"). The consumer User may also use the EU ODR platform available at: <http://ec.europa.eu/consumers/odr/>. Detailed information on how to file a complaint can be found [here](#).

## Article 18. APPENDICES

18.1.

The User Agreement contains the following appendices which constitute its integral part:

Appendix No. 1: Forbidden and restricted items;

Appendix No. 2: Rules on creating Transaction description;

Appendix No. 3: Policy on technical breaks and compensation for technical failures;

Appendix No. 4: Fees and commissions;

Appendix No. 5: Privacy protection policy;

Appendix No. 6: Junior account principles;

Appendix No. 7A: Terms and conditions of PayU service;

Appendix No. 7B: Terms and conditions of Przelewy 24 service;

Appendix No. 8: Notes of guidance on agreement renouncement and draft renouncement statement;

Appendix No. 9: Buyer Protection Programme.

Appendix No. 10: Adding Products

Appendix No. 11: Use of databases of Allegro.pl and available in Allegro

Appendix No. 12: Terms and conditions of the "Allegro Smart!" service for the Sellers

Appendix No. 13: Allegro Lokalnie

Appendix No. 14: General Terms and Conditions of the Cooperation Related to the Mail Order Sales of Medicinal Products

Appendix no. 15. Allegro Community

18.2.

Links posted in the electronic version hereof, including the appendices, only facilitate browsing through Allegro pages. Documents other than the appendices listed above shall not constitute the integral part hereof.

## Article 19. VALIDITY

If any provision hereof is held invalid by a final and absolute court judgement, the remaining ones shall stay in full force and effect.

## Article 20. LANGUAGE VERSIONS OF THE ALLEGRO USER AGREEMENT

This Allegro User Agreement is available in the Polish and English versions. Polish version is available on the following website: <https://allegro.pl/regulamin/pl>.

[Allegro User Agreement - pdf](#)

# Appendix No. 1.

## **Appendix No. 1. Forbidden and restricted items**

### Article 1. Forbidden items

The following Items may not be offered in Listings:

1. Items containing shocking pornographic content;
2. Items propagating fascism or other totalitarian political system or inciting hatred on the basis of differences related to nationality, ethnic origin, race or religious beliefs, or due to the lack of any religious beliefs, except for items of artistic, educational, collector's or scientific value;
3. Items violating personal rights of third parties;
4. Music, videos, software and other Items which infringe intellectual property;
5. Non-original products (the so-called "knock-offs");
6. Explosives and hazardous chemical substances;
7. Drugs, psychotropic substances, intoxicants, cannabis seeds;
8. Medicinal products prescribed by doctors and other medicines, subject to Appendix No 14 to the User Agreement;
9. Alcoholic beverages, subject to Article 2.7 below;
10. Tobacco products, subject to Article 2.2 below, electronic cigarettes, bases, liquids (including those without nicotine), refills and their parts;
11. Human or animal organs;
12. Live or dead animals (as well as their parts or derivative products) of species listed in currently applicable annexes A - D to Council Regulation (EC) No. 338/97 of 9 December 1996 on the protection of species of wild fauna and flora by regulating trade therein;
13. Dogs and cats marketed outside their place of breeding and farming, and animals without pedigree or birth certificate;
14. Shares in companies, stocks, bonds and other securities, receivables, shares in investment funds, insurance policies and products and all other financial instruments offered as a form of cash investment, except for securities in the material form of collector's value only;

15. Cryptocurrencies (e.g. bitcoin, litecoin, dogecoin, etc.) and services and products related thereto;
16. Software that infringes a manufacturer's licence, trial software, freeware, shareware and abandonware;
17. Software adapted to perform actions violating law or good practice;
18. Website and FTP server addresses (except for Internet domains);
19. Information and instructions not intended as service, in particular: tips on how to circumvent terms and conditions, use Internet systems that offer financial profits (e.g. payment for online banner display or for receiving e-mails, information such as "how to make...", "how to find...", "how to earn...");
20. Access to torrent websites, accounts in free websites and services related thereto (e.g. "likes", reviews, comments);
21. Access to erotic/pornographic websites and virtual currencies used on such sites;
22. Accounts in partnership and loyalty programmes and services related thereto;
23. Databases (including personal data or lists of e-mail addresses);
24. Mail order and direct sales catalogues used to order goods, excluding outdated catalogues of collector's value only;
25. Cards of Cyfra+, Cyfrowy Polsat, NC+ and devices owned by Orange Polska;
26. Master's, bachelor's and other graduation theses, secondary school final exam papers, essays and other similar papers and services related to creating such papers;
27. Stock exchange investment systems, and lottery and betting systems as well as services related to providing support in entering such lotteries and placing bets, except for official books with an ISBN number assigned;
28. Fishing tools and equipment the possession of which is restricted by law;
29. Weapons and ammunitions within the meaning of the Act on Weapons and Ammunitions, subject to Articles 2.8–2.12 below;
30. Vehicle registration certificates and vehicle history cards offered without vehicles which they have been issued for and vehicles without documents, polish registration plates (also those of historic value);
31. Discount coupons in the form of a commitment entitling their holders to receive a discount or another benefit concerning a future purchase of Items outside Allegro;



32. Electronic publications (e.g. books, poems, guides, the so-called “e-books”) listed outside the “E-books” category;
33. Gold in the form of gold bars and their copies, coins (subject to Articles 2.15-2.16 below) or scrap gold, and silver in the form of bars and their copies and scrap;
34. Prepaid payment cards (the so-called “pre-paid cards”);
35. Registered prepaid phone cards;
36. Fake banknotes and coins remaining in circulation (counterfeit/imitations of Polish and foreign banknotes and coins);
37. Used items that should not be re-used for health or hygiene reasons; Applicable to items listed in the following categories:

Vision correction>Contact lenses

Beauty>Care>Intimate hygiene>Sanitary towels

Beauty>Care>Intimate hygiene>Pantyliners

Beauty>Care>Intimate hygiene>Tampons

Beauty>Care>Intimate hygiene>Feminine intimate hygiene wipes

Health>Intimate health>Condoms

Health, medicine>Oral hygiene>Replacement toothbrush heads

Health, medicine>Oral hygiene>Dental floss

Health, medicine>Oral hygiene>Toothbrushes>Manual

Equipment for hospitals and surgeries>Shoe covers, gloves

Health>Equipment for hospitals and surgeries>Disposable products

Health>Hygienic and wound dressing materials>Hygienic products

Erotica>Erotic accessories and gadgets>Anal plugs and probes

Erotica>Erotic accessories and gadgets>Sexual stimulation balls and eggs

Erotica>Erotic accessories and gadgets>Sex dolls

Erotica>Erotic accessories and gadgets>Penises and dildos

Erotica>Erotic accessories and gadgets>Rings and caps>Caps

Erotica>Erotic accessories and gadgets>Rings and caps>Rings and clamps

Erotica>Erotic accessories and gadgets>Rings and caps>Extensions

Erotica>Erotic accessories and gadgets>Vaginas and masturbators

Erotica>Erotic accessories and gadgets>Vibrators>Classic

Erotica>Erotic accessories and gadgets>Vibrators>Natural

Erotica>Erotic accessories and gadgets>Vibrators>Stimulating G-spot

Erotica>Erotic accessories and gadgets>Vibrators>Multi-purpose

Erotica>Erotic accessories and gadgets>Vibrators>Sets

Erotica>Erotic accessories and gadgets>Vibrators>Other

Erotica>BDSM>Enemas

Erotica>BDSM>Specula

Erotica>Condoms

38. All types of codes, passwords, tokens, keys or accounts (hereinafter referred to collectively as "Codes") that allow access to and use of services which make it possible to watch and listen to multimedia content on the Internet in the form of the so-called "video on demand", e.g. Netflix, Showmax, HBO Go, Cda Premium, VOD.pl, Player.pl, except for Codes offered by entities carrying out official authorised activities related to their resale, operating under individual agreements concluded with Allegro.pl
39. Codes and coupons of any type and in any form, in particular vouchers (collectively, "Vouchers") which are redeemable for cinema tickets or other services or products offered at cinemas or which may be otherwise used at cinemas, except Vouchers provided by entities engaged in official and authorised Voucher resale business and operating under individual agreements with Allegro.pl.

## Article 2. Restricted items

It is permitted to offer the following types of Items in a Transaction, provided that they satisfy the terms and conditions referred to below and that the Item description on the Transaction page contains the content indicated below ("Restricted Items"):

1. Animals other than listed in Articles 1.12 and 1.13 above **Condition:** the Seller must guarantee safe and humanitarian transport conditions (preferably personal pick-up). **Required description elements:** statement on guaranteeing safe and humanitarian transport conditions.

2. Tobacco articles. **Condition:** they must be only of collectible nature. **Required description elements:** declaration on only collectible nature of the Item.
3. Cyfra+, NC+ and Cyfrowy Polsat decoders. **Condition:** they may not be the property of Cyfra+, NC+ or Cyfrowy Polsat. **Required description elements:** providing the decoder serial number.
4. Audiobooks and videobooks which are not official publications. **Condition:** the Seller must be the sole author of the publication or its publisher. **Required description elements:** providing ISBN assigned to the publication listed in the National Library online database available at (e.g. <http://e-isbn.pl>).
5. Tickets for art, entertainment or sports events. **Condition:** they can be offered only in the "Tickets" category by entities cooperating with Allegro.pl under separate agreements with the proviso that it does not apply to announcements within Allegro Lokalnie.
6. Warranty cards. **Condition:** they may not be a separate for sale item (must be attached to Items subject to warranty).
7. Alcohol. **Condition:** they may be offered exclusively by licensed sellers of alcohol with Business Account status, upon attaching the license to sell alcoholic beverages with alcohol content from 4.5% to 18%, except for beer, issued by a competent authority. **Required description elements:** providing identification data of the Seller: company details, name and address of the point of sale, and posting a link to the license held, in PDF format, under the "About the seller" tab. The following declaration: "I hereby declare that I sell alcoholic beverages with alcohol content from 4.5% to 18%, except for beer, under a valid licence. The place of concluding the agreement with the Buyer is the address of the point of sale of alcohol. An Item will be issued to the Buyer upon positive verification by the supplier of the Buyer's legal drinking age and sobriety."
8. Pepper gases. **Condition:** they may be offered exclusively in the "Pepper gases" category by retailers holding a license to sell goods intended for military and police use. **Required description elements:** providing the information on: gas name, concentration and composition.
9. Conducted electrical weapon (devices causing incapacitation by electroshock). **Condition:** they may be offered exclusively in the "Conducted electrical weapon" category by retailers holding a license to sell goods intended for military and police use. The average current value in the circuit may not exceed 10mA and the energy may not exceed 300mJ. **Required description elements:** providing the information on: name, amperage and manufacturer. Declaration on the average current value in the circuit not exceeding 10mA and energy not exceeding 300mJ. The following declaration: "The sale of devices causing incapacitation by electroshock is governed by the Act of 22 June 2001 on conducting business activity related to the manufacture and sale of explosives, arms, ammunition, and goods and technology intended for military or police use (Journal of Laws of 2001, No. 67, item 679). Pursuant to

this Act, sales of such products must be recorded and the Seller is obliged to keep records of Transactions concluded. Devices causing incapacitation by electroshock may be sold exclusively to people of legal age, upon checking their identity."

10. Firearms and their essential parts. **Condition:** separately loaded firearms (not using cartridges) manufactured before 1885 or their replicas. **Required description elements:** declaration that a separately loaded firearm or its essential parts were manufactured before 1885 or that it is a replica.
11. Ammunition (e.g. bullets, mines, grenades) or its essential parts. **Condition:** ammunition must be deactivated. **Condition:** ammunition must be deactivated. **Required description elements:** declaration that ammunition is deactivated.
12. Airguns. **Condition:** bullet energy may not exceed 17J. **Required description elements:** declaration that the bullet energy does not exceed 17J.
13. Mushrooms **Condition:** a certificate issued by a classifier or expert mycologist (except for cultivated mushrooms and mushrooms commercialised in other EU countries). **Required description elements:** a declaration that the mushrooms offered come with relevant certificate and attaching to the Listing (its description) an electronic file containing the certificate or a clear photo of the label containing the information required by law
14. Pyrotechnic materials. **Condition:** they may be offered exclusively in the "Fireworks" category by retailers holding a license **Required description elements:** providing the information on the manufacturer's or importer's name, product approval marking or certificate.
15. Collectible gold coins. **Condition:** they may be offered only in the "Collectible gold coins" category by entities operating under separate agreements concluded with Allegro.pl as part of the "Investor Zone" programme.
16. Items from the "Investment products" and the "Collectible gold coins categories. **Condition:** they may be offered only by entities operating under separate agreements concluded with Allegro.pl.
17. Items from the category: "GSM accessories" – "Antennas and amplifiers". **Required description elements:** providing information that: "Self-assembly and use of GSM/UMTS/LTE amplifiers, also called repeaters, by unauthorised persons is prohibited by law. Only mobile network operators are authorised to install such devices. The failure to comply with this condition may be considered as an act subject to a fine and, in the event of persistent violation of the same, to restriction of liberty or imprisonment for up to 2 years."

[Appendix No 1. Forbidden and restricted items - pdf](#)

# Appendix No. 2

## Appendix No. 2: Rules on creating Transaction description

### Article 1. DESCRIPTION OF THE LISTING

1. In order to create a Transaction description, the Seller shall fill in the sale form available on a relevant Allegro page, providing, in particular, the Transaction title, the description of the Item, specifying its category and type, and how the Transaction is to be carried out (including: specifying the Transaction duration and, at the Seller's discretion: specifying the starting price, optionally the reserve price, and indicating whether Buy It Now option should be enabled), and terms of payment. The Transaction description should be supplemented with at least one photo presenting the Item on offer. In the sale form, the Seller may also determine a particular manner of presenting and promoting the Transaction on Allegro by selecting additional options.
2. A Transaction description must not include content that infringes law and Allegro User Agreement, and words, phrases or expressions that violate moral norms (except for the "Erotica" category due to its specific nature) and drastic content.
3. Essential content related to a Transaction should be presented as a text in the Polish language. A User may present in their Listing content saved on third-party servers (not belonging to Allegro.pl), however this shall not apply to essential content.
4. The "Description" field in a Listing, its title and parameters may contain only information regarding the offered Item, except that additional information on the producer of the Item and information about other Items available in the Seller's Listings is permitted in the "Description" field. Information mentioned in the preceding sentence is considered additional and may not represent the majority of the Listing's description. Other information should be posted under appropriate tabs (shipping details under the "Shipping and payment" tab, warranty terms under the "Warranty" tab, the description of the complaint procedure under the "Complaint" tab, the information about termination of agreement without giving a reason under the "Returns" tab, contact details and any other information about the seller under the "About the seller" tab).
5. Photos included in a Listing must relate only to the offered Item. An Item may be presented in the context of its use or arrangement. A photo may present certificates, technologies, graphic elements (e.g. arrows). Captions are forbidden, except for brand/manufacturer logos, colours and patterns, and the number and unit.
6. Banners on the list of Listings may not contain advertisements, promotional and classified ad content regarding activities conducted outside Allegro, and contact details. Brand/manufacturer logos are allowed.

7. Headers may not contain text, and contact details. Promotional and classified ad content regarding activities conducted outside Allegro is also prohibited. Brand/manufacturer logos and information indicating the official nature of sale conducted on the Account are allowed.
8. Attachments to a Listing must be related to the offered item. They may not contain the same information as included in the "Description" field. The content of an attachment must be related to the type of the selected attachment. Information contained in attachments may not violate other provisions of the Allegro User Agreement.
9. A Listing may not contain advertisements, promotional and classified ad content (e.g. offers to buy/exchange anything) and other elements to help purchase goods and services outside Allegro.
10. As part of a Listing, the Seller may not allow the Buyer to decide on one or more of such essential features of an Item as its size or model, etc. In a Listing including multiple pieces of an Item, the Seller may allow the Buyer to select colour or a graphic pattern on condition that the Seller presents current information on the number of available colours or graphic patterns.

11.1. In the case of multiple-variation Listings, Listings concerning Items with the same intended use, of the same brand or listed in the same category may be combined.

11.2. Those User's Listings which cover variations of specific Item (i.e. advertise the same product but in other colour or size) may be combined into a multi-variant Listing. Allegro.pl reserves the discretion to automatically combine the User's Listings into a multi-variant Listing, subject to the same process as that applicable to the User.

Listings combined into a multi-variant Listing will not be listed separately and will only be displayed as part of the relevant multi-variant Listing. A multi-variant Listing will be shown on the product list using the most accurate component Listing of the multi-variant Listing.

Where multiple User's Listings refer to the same Item (i.e. where they advertise the same product in the same colour or size), only one of such Listings may be included in a multivariant Listing. Where a multi-variant Listing is created by Allegro.pl, one such Listing for the same Item will be selected at random.

The User may vary multi-variant Listings with the dedicated functionalities of the User Account. Allegro.pl may delete or vary those User's multi-variant Listings which violate the rules of creating multi-variant Listings.

The provisions on multi-variant Listings in this Section 11.2 apply only to Listings in the following categories:

- Home and Garden > Tools > Protective and work clothing (except "Accessories" subcategory)
- Child > Shoes

- Child > Clothes (except for "Accessories", "Others" within "Infant clothes" subcategory and "Antirain" within "Trousers" subcategory)
- Company > Industry > Protective clothes and EHS > Clothes (except "Other" subcategory)
- Collectibles and art > Handmade craft > Handmade items > Clothes
- Culture and entertainment > Movies > Gadgets, accessories > Clothes
- Culture and entertainment > Games > Gadgets > T-shirts
- Fashion > Jewellery and watches > Womens Jewellery ("Bracelets", "Choker", "Beads", "Neckles", "Ear cuffs" "Rings, Wedding rings", "Neck chains" subcategory)
- Fashion > Jewellery and watches > Child jewellery ("Bracelets", "Neckles, neck chains" subcategory)
- Fashion > Jewellery and watches > Men jewellery ("Bracelets", "Signet rings, wedding rings", "Neck chains, neckles" subcategory)
- Fashion > Jewellery and watches > Wedding jewellery ("Bracelets", "Neckles", "Wedding rings", "Engagement rings" subcategory)
- Fashion > Jewellery and watches > Devotional articles
- Fashion > Jewellery and watches > Piercing > Jewellery
- Fashion > Clothes, Footwear, Accessories > Women's underwear (except "Bra - accessories" and "Garter" subcategory)
- Fashion > Clothes, Footwear, Accessories > Men's underwear
- Fashion > Clothes, Footwear, Accessories > Pregnancy and Motherhood
- Fashion > Clothes, Footwear, Accessories > Haberdashery and accessories ("Headwear", "Belts", "Gloves" subcategory)
- Fashion > Clothes, Footwear, Accessories > Footwear ("Women's" and "Men's" subcategory)
- Fashion > Clothes, Footwear, Accessories ("Women's clothes" and "Men's clothes" subcategories)
- Fashion > Clothes, Footwear, Accessories > Disguises, costumes, masks ("Women's costumes" and "Men's costumes" subcategories)
- Fashion > Clothes, Footwear, Accessories > Wedding and reception > Women's accessories > Boleros and stoles
- Fashion > Clothes, Footwear, Accessories > Wedding and reception ("Wedding footwear" and "Wedding dress" subcategory)
- Motors > Motorcycle parts and accessories > Wear ("Headwear", "Suits", "Bacalava", "T-shirts and sweatshirts", "Jacket", "Footwear", "Gloves" and "Trousers" subcategories)
- Sport and tourism > Running > Shoes

- Sport and tourism > Running > Clothes (except for "Neck warmers, kerchiefs, bandannas" subcategory)
- Sport and tourism > Military supplies > Shoes
- Sport and tourism > Military supplies > Clothes (except for "Other" subcategory)
- Sport and tourism > Bicycles and accessories ("Shoes" and "Clothes" subcategories)
- Sport and tourism > Gym and fitness > Shoes
- Sport and tourism > Gym and fitness > Clothes (except for "Other" category)
- Sport and tourism > Skating, slackline > Clothes, shoes, accessories
- Sport and tourism > Team sports > For sports fans ("T-shirts" and "Headgears" subcategories)
- Sport and tourism > Team sports > American football > Clothes
- Sport and tourism > Team sports > Hockey and floorball > Clothes ("T-shirts, jackets" and "Trousers")
- Sport and tourism > Team sports > Basketball ("Shoes" and "Clothes" subcategories)
- Sport and tourism > Team sports > Football > Referee gear > T-shirts
- Sport and tourism > Team sports > Football > Shoes
- Sport and tourism > Team sports > Football > Clothes (except for "Hats" and "Other" subcategories)
- Sport and tourism > Team sports > Handball ("Shoes" and "Clothes" subcategories)
- Sport and tourism > Team sports > Rugby > Shoes
- Sport and tourism > Team sports > Rugby > Shoes > Clothes ("T-shirts, jackets" and "Trousers" subcategories)
- Sport and tourism > Team sports > Volleyball > Shoes
- Sport and tourism > Team sports > Volleyball > Clothes (except for "Other" subcategory)
- Sport and tourism > Extreme sports > Aviation > Clothes
- Sport and tourism > Extreme sports > Climbing ("Shoes" and "Clothes" subcategories)
- Sport and tourism > Social sports and leisure > Golf > Clothes
- Sport and tourism > Social sports and leisure > Horse riding > Shoes
- Sport and tourism > Social sports and leisure > Horse riding > Clothes (except for "Vests" subcategory)
- Sport and tourism > Social sports and leisure > Nordic walking > Clothes
- Sport and tourism > Social sports and leisure > Dance ("Shoes" and "Costumes" subcategories)
- Sport and tourism > Martial arts > Boxing ("Shoes", "Clothes" and "Gloves" subcategories)



- Sport and tourism > Martial arts > MMA ("Clothes" and "Gloves" subcategories)
- Sport and tourism > Martial arts > Asian martial arts > Shoes
- Sport and tourism > Martial arts > Wrestling ("Shoes" and "Clothes" subcategories)
- Sport and tourism > Water sports > Swimming ("Shoes and flip-flops" and "Swimsuits" subcategories)
- Sport and tourism > Water sports > Windsurfing ("Shoes" and "Clothes" subcategories)
- Sport and tourism > Water sports > Sailing ("Shoes" and "Clothes" subcategories)
- Sport and tourism > Winter sports > Clothes
- Sport and tourism > Tennis and related sports > Squash > Footwear
- Sport and tourism > Tennis and related sports > Squash > Wear (except "Sweatshirts" and "Trousers" subcategory)
- Sport and tourism > Tennis and related sports > Lawn Tennis > Footwear
- Sport and tourism > Tennis and related sports > Lawn Tennis > Wear (except "Sweatshirt" and "Trauser" subcategory)
- Sport and tourism > Tourism > Footwear
- Sport and tourism > Tourism > Wear (except "Headwear", "Gaiter", and "Other" subcategory)
- Sport and tourism > Fishing > Footwear
- Sport and tourism > Fishing > Wear (except "Other" subcategory)
- Health > Hospital and consulting room equipment > Medical wear and footwear (except "Medical cap" subcategory)

In all other categories and subcategories multi-variant Listings are governed by Section 11.1 above.

12. A Listing description, including its title and parameters, must not contain any key words to manipulate the results of Items search on Allegro.
13. Elements of HTML, JavaScript, Java or other programming languages or any other technologies may not be used to carry out any negative actions affecting the operation of Allegro or misleading other Users.
14. In the description of a Listing, the Seller may post website addresses (in any form, e.g. links) only if:
  - a. no commercial activity is carried out by means of these websites and the sole aim of the linked content is to present additional information on an Item;
  - b. it is the object of the Listing itself, e.g. a domain name, hosting service, Internet service.

15. For Listings published in the “Ads and services” section by entities acting on the basis of separate agreements concluded with Allegro.pl, it is allowed to display the address of the Seller’s website. However, such address may only be displayed on photos and headlines within the Listing or banners included in the list of Listings and it cannot lead to websites providing the same or similar services as Allegro (i.e. websites publishing offers or ads submitted by Internet users).
16. As part of a Listing, the Seller may grant a discount or offer a free gift to be added to an Item provided that the person to receive the discount or free gift is not selected in drawing. Both a discount and a free gift must be specified in an unambiguous manner.
17. The Seller must indicate in their sale form the order shipping time.
18. The price of an Item specified in a Listing by the Seller must be a gross price (it does not apply to categories not subject to sale commissions indicated in Appendix No. 4. Part III: Sale commissions).
19. A Listing description must not contain any information that would in any way differentiate Buyers’ statuses in terms of using the payment service specified in Appendix No. 7 to the User Agreement.
20. In the categories: “Jewellery and watches”, “Delicatessen”, “Erotica”, “Films”, “Photography” and “Consoles and game machines”, the number of Listings posted simultaneously by a Seller with a Business Account may not exceed 30,000.

## **Article 2. PHOTOGRAPHS (MINIATURE PHOTOS)**

The Seller shall present their Item on at least one photograph (miniature photo) posted on the server belonging to Allegro.pl. The photo must meet the following requirements:

1. An Item must be presented in the photo in the way which does not cast any doubts as to the actual and real object of sale as part of a given Listing.
2. An Item should be presented against white, uniform background (RGB 255.255.255). The exceptions include: books, films, music and software the covers of which can fill the entire surface of a photo, and photos in the “Fashion – Outlet” category and in Listings in the case of which separate agreements with entities cooperating with Allegro.pl may determine different conditions for the presentation of Items. A miniature photo may not contain any extra elements, especially texts, graphical elements, frames, logos etc.
3. If significant characteristics (colour, taste, smell) cannot be presented in a photo of an Item, they may be defined graphically in the miniature photo.
4. An Item may be presented in the context of its use or arrangement (e.g. by presenting a gazebo with a garden in the background) when one of the following conditions is met:

a. An Item is offered with the parameter other than “new”, “new with a defect” or “new without tags” in an Account other than Business Account;

b. An Item with the parameter other than “new” is presented in the category:

- Motors > Car parts
- Motors > Motorcycle parts and accessories
- Motors > Parts for other vehicles
- Motors > Parts for machines
- Motors > Tyres and rims

c. An Item offered for Bidding is presented in the category: Fashion and Beauty > Clothes, Footwear, Accessories

d. An Item is presented in the category:

- Home and Garden > Garden > Plants
- Home and Garden > Garden > Garden architecture > Gazebos, sheds, roofs
- Products for Animals > Fishkeeping > Aquarium animals
- Products for Animals > Fishkeeping > Plants and care > Plants
- Collectibles and Art > Antiques and Art (except for the “Arts accessories” subcategory)
- Collectibles and Art > Collectibles
- Child > Child’s bedroom > Furniture > Furniture sets
- Home and Garden > Furniture > Kitchen > Kitchen furniture sets
- Home and Garden > Furniture > Teenager’s bedroom > Furniture sets
- Home and Garden > Furniture > Child’s bedroom > Furniture sets
- Home and Garden > Furniture > Bathroom and toilet > Bathroom furniture sets
- Home and Garden > Furniture > Bedroom > Furniture sets
- Home and Garden > Furniture > Bedroom > Beds
- Home and Garden > Furniture > Living room > Sofas
- Home and Garden > Furniture > Living room > Furniture sets
- Home and Garden > Furniture > Living room > Corner sofas
- Home and Garden > Furniture > Living room > Sofa and armchairs sets
- Home and Garden > Furnishings and fittings > Tableware > Crockery sets
- relating to the sale or rental of real estate, as well as in the categories: “Services”, “Holiday”, “Motors” (in the subcategories: “Cars”, “Motorcycles and quads”, “Machines”, “Other vehicles and boats” and “Trailers, semitrailers”) and in the “Live animals” subcategory

5. Items offered by entities acting on the basis of separate agreements with Allegro.pl, in the following categories:

- Motors > Car parts
- Motors > Motorcycle parts and accessories > Motorcycle parts
- Motors > Motorcycle parts and accessories > Quad parts
- Motors > Parts for machines

the photo (miniature photo) may present a technical drawing related to the Item on offer.

### **Article 3. ADDITIONAL OPTIONS**

When creating a Listing, the following additional options shall be made available to the Seller for a fee:

1. Bold – the Listing title in the results of Items search on Allegro is bolded;
2. Highlight – the background at which the Listing information is shown in the results of Items search on Allegro is in a different colour;
3. Featuring – the Listing information is presented on “the list of promoted listings”, i.e. in a clearly marked spot in the results of Items search on Allegro, above the titles of Listings posted by the Sellers who did not choose the additional option in question;
4. Department page – the Listing information is presented on the department’s main page (the page displayed directly upon selecting the department name from the catalogue presented on Allegro homepage), using a mechanism that each time randomly selects five Listings to display. The option does not apply to Listings from the “Erotica” category, “Wine” subcategory in the “Delicatessen” category, and “Live animals” subcategory in the “Home and Garden” category;
5. “Featuring + Bold + Highlight” Package – a Listing is promoted simultaneously on principles specified above in points 1-3. The fee for this package is lower than the aggregate fee for all individual options from the package bought separately.

In the case of Listings posted as part of Allegro Shops service, the fee for this package is the same as the aggregate fee for all individual options.

### **Article 4. ITEM SERIES**

The Seller may publish the photos of the Items and the corresponding graphic elements or brand/manufacturer logos within item series, which are used to present Listings posted on Allegro by a given Seller. It is prohibited to publish within item series any advertisements, promotional ad content, announcements, any content related to the Seller’s activity either on or outside Allegro, as well as any contact data.

[appendix no 2.pdf](#)

# Appendix No. 3

## **Appendix No. 3. Policy on technical breaks and compensation for technical failures**

### **Article 1. TECHNICAL BREAKS**

1. In order to develop Allegro and minimise the risk of failures, Allegro.pl shall make periodical technical breaks to introduce modifications in the IT system. If possible, such breaks shall be made during night hours and Users shall be informed about the time and predicted duration of a break at least with a few hours' notice.
2. The impact of technical breaks on the course of Transactions shall be as follows:
  - a. Listings scheduled to end during the break and the technical break is shorter than 12 hours — shall be extended automatically by 24 hours (i.e. their original deadline shall be postponed by 24 hours);
  - b. Listings posted upon the start of the break and the technical break is longer than 12 hours — shall be extended automatically by 24 hours.

### **Article 2. TECHNICAL FAILURES**

1. A technical failure shall mean an event when all or a vast majority of Users, at a given time due to issues related to Allegro IT system, have lost their ability to use the basic functions on Allegro, including but not limited to their ability to log in, browse Listings and buy Items offered in Listings.
2. In the event of a technical failure:
  - a. Listings scheduled to end during the period of the technical failure and in the period of 15 minutes after its elimination, when the technical failure lasts shorter than 6 hours — shall be extended by 24 hours;
  - b. Listings posted upon the start of the failure and the technical failure lasts longer than 6 hours but shorter than 24 hours — shall be extended by 24 hours;
  - c. Listings posted upon the start of the failure and the technical failure lasts longer than 24 hours — shall be extended by a multiple of the period of 24 hours as appropriate, where this multiple shall be calculated each time from the subsequent commenced period of 24 hours of the failure duration.

Regardless of the duration of a technical failure, if any Listing could not be extended for technical reasons and it ended during the failure, all fees and commissions related to this Listing shall not be charged and those already collected shall be reimbursed within 14 days at the latest from the date of the failure.

### **Article 3. TECHNICAL ERRORS**

A technical error shall mean any technical issue related to the operation of Allegro IT system other than the issue indicated in Article 2 above. Allegro.pl shall take the decision on any compensations and reimbursements each time after eliminating a technical error, taking account of the error type, duration and the scale of its negative consequences.

#### **Article 4. INFORMATION**

Information regarding technical breaks, technical failures or technical errors shall be posted in "Help Centre" section under "News".

[Appendix No. 3. Policy on technical breaks and compensation for technical failures - pdf](#)

# Appendix no. 4

## Appendix no. 4 Fees and commissions

### Part I. General comments

1. Allegro.pl charges the following fees and commissions for Transaction organisation services provided as part of Allegro.pl:
  - a. basic fees for posting a Listing,
  - b. fees for additional options
  - c. commissions on the sale of Merchandise.
2. Fees referred to in subparagraphs a and b of the above paragraph are non-refundable. Exception to this are situations described in Part II, subparagraph 2 of this Appendix.
3. Allegro.pl may charge fees for other services provided in Allegro. The amount of such fees is set individually in the terms and conditions of a given service.
4. All amounts set forth in this Appendix are gross amounts (they include tax on goods and services, i.e. VAT). If the amount of fee or commission is set as a percentage of a given amount (e.g. of the selling price), the gross amount (including VAT) shall be the basis for calculating such fee or commission. Commission amounts are rounded up to full groszys.
5. It is inadmissible for the Seller to charge Transaction costs directly to the Buyer (in particular the fees for posting the Listing, additional options, and fees for making card payments, or sales commissions).

### Part II. Basic fees for Merchandise listing

1. Posting a Listing in Allegro is free in all categories except for those specified in subparagraph 5.
2. If Allegro decides to delete or terminate the Listing before due time on terms described in the User Agreement, the fees listed in subparagraphs 1a and 1b of Part I are refundable less an amount pro rata to the time for which the Listing was posted in Allegro.
3. The basic fee is charged once the Listing is posted, and collected on the general terms described below.
4. If the Listing is posted for more than 10 days, fees for listing a Transaction will be calculated every 10 days, in accordance with the price list presented below, except for the "Ads and Services" category.
5. Amount of basic and per pack fees:



**A. List of Listing Categories in which fees per pack are charged for posting a Listing:**

"Cars", "Machinery", "Trailers, semitrailers", "Other vehicles and boats":

<b>Pack name</b>	<b>Duration</b>	<b>Pack content</b>	<b>Listing fee</b>
Basic	10 days	-	PLN 25
		highlight for 10	
Power	50 days	days + bold for 10 days	PLN 39
		priority for 10 days	
Max	90 days		PLN 59

"Motorcycles and quads":

<b>Pack name</b>	<b>Duration</b>	<b>Pack content</b>	<b>Listing fee</b>
Basic	10 days	-	PLN 9
		highlight for 10	
Power	50 days	days + bold for 10 days	PLN 25
		priority for 10 days	
Max	90 days		PLN 49

"Real property":

<b>Pack name</b>	<b>Duration</b>	<b>Pack content</b>	<b>Listing fee</b>
Basic	10 days	-	PLN 20
Power	50 days	highlight for 10	PLN 59

Pack name	Duration	Pack content	Listing fee
		days + bold for 10 days	
Max	90 days	priority for 10 days	PLN 99

"Holidays", "Live animals":

Pack name	Duration	Pack content	Listing fee
Basic	10 days	-	PLN 20
		highlight for 10	
Power	50 days	days + bold for 10 days	PLN 29
Max	90 days	priority for 10 days	PLN 39

"Services":

Pack name	Duration	Listing fee
Basic	10 days	PLN 9

#### **B. List of Listing Categories in which per pack flat-rate fees are charged for posting a Listing for Business Accounts:**

"Cars", "Real property", "Holidays ", "Live animals":

Pack name	Duration	Listing fee
Basic	10 days	PLN 20

<b>Pack name</b>	<b>Duration</b>	<b>Listing fee</b>
Power	20 days	PLN 40
Max	30 days	PLN 60
"Machinery", "Trailers, semitrailers", "Other vehicles and boats":		

<b>Pack name</b>	<b>Duration</b>	<b>Listing fee</b>
Basic	10 days	PLN 25
Power	20 days	PLN 50
Max	30 days	PLN 75
"Motorcycles and quads", "Services":		

<b>Pack name</b>	<b>Duration</b>	<b>Listing fee</b>
Basic	10 days	PLN 9
Power	20 days	PLN 18
Max	30 days	PLN 27

**C. List of Categories in which the basic fee depends on the initial price [1] of the Merchandise:**

"Collectibles", "Antiques and Art".

<b>Initial price</b>	<b>Basic fee</b>
up to PLN 100	PLN 0,05 / 10 days
from PLN 100.01	PLN 0.15 / 10 days

**Initial price****Basic fee**

to PLN  
500

above  
PLN  
500,01  
to PLN  
1000

PLN 0.60 / 10 days

above  
PLN  
1000

PLN 1.00 / 10 days

"OTC drugs"

**Initial price****Basic fee**

up to  
PLN  
10

PLN 0,50 / 10 days

from  
PLN  
10.01  
to  
PLN  
25

PLN 1.00 / 10 days

above  
PLN  
25.01  
to  
PLN  
50

PLN 2.00 / 10 days

above  
PLN  
50

PLN 5.00 / 10 days

**D. List of Categories in which the basic fee depends on the initial price [1] of the Merchandise (applies to all Listings except for those marked with the status parameter "New"):**

"Tyres and rims":

<b>Initial price</b>	<b>Basic fee</b>
up to PLN 100	PLN 0.10 / 10 days
from PLN 100.01 to PLN 500	PLN 0.30 / 10 days
above PLN 500	PLN 0.60 / 10 days

"Car parts", "Parts for machinery", "Parts for other vehicles", "Motorcycle parts and accessories", "Car accessories" (except for "Car electronics" subcategory):

<b>Initial price</b>	<b>Basic fee</b>
up to PLN 100	PLN 0.10 / 10 days
from PLN 100.01 to PLN 500	PLN 0.30 / 10 days
from PLN 500.01 to PLN 1000	PLN 0.60 / 10 days

**Initial price****Basic fee**

above  
PLN  
1000

PLN 1.00 / 10 days

[1] – Initial price = Buy It Now price or, in case of an auction, starting price

**E. The list of Categories in which fees are charged on the terms provided for in separate agreements with Allegro.pl:**

“Tickets”.

6. The fee for keeping a Listing active in Allegro is charged 365 days after the Listing was posted and amounts to PLN 0.10 per each 10 days, except for the categories listed below. “Culture and Entertainment”, “Fashion” (except for the “Footwear” sub-category), “Clothes” in the “Child” category, “Beauty”, “Health”, in which the fee for keeping a Listing active in Allegro is charged 365 days after the Listing was posted and amounts to PLN 0.05 per each 10 days. Footwear sub-categories in the “Fashion” and the “Child” categories, “Sport and Tourism”, “Supermarket”, in which the fee for keeping a Listing active in Allegro is charged 365 days after the Listing was posted and amounts to PLN 0.15 per each 10 days. The fee is not charged for offers for which an agreement was entered into by and between the Users in the preceding 365 days and in categories referred to in subparagraph 5 A-C above.

**Part III. Sale commissions**

1. A sale commission is charged each time the reserved price is reached, or the Buy it Now option is used by the Buyer.
2. The commission amount depends on the final price (not inclusive of the shipping costs).
3. The minimum value of commission charged each time for every item is PLN 0.25.
4. If a multi-item Listing only with the Buy it Now option is deleted or terminated before due time on the terms described in Article 8.2 of the User Agreement, the sale commission is charged on the merchandise Items sold until the Listing is deleted or terminated.
5. Sale commissions are collected on the terms described below:

Category	Commission rate
Categories of classified ad type (Part II,	0%

subparagraph 5 above)	
"Antiques and Art"	10%, not more than PLN 50
"Products for animals" (except for subcategories below)	10%
"Products for animals" ("Fishkeeping" subcategory)	8%
"Products for animals" (subcategories: "Dog food", "Cat food", "Dog treats", "Cat treats")	5%
"Office and advertising" (except for subcategories below)	10%
"Office and advertising" ("Office furniture" subcategory)	10%, not more than PLN 100
"Jewellery and watches" (except for subcategories below)	10%
"Jewellery and watches" ("Watches" subcategory)	The amount of commission depends on final price up to PLN 200: 10% Above PLN 200: 20 PLN + 8% from excess over PLN 200
"Home and garden" (except for subcategories below)	10%

"Home and garden" ("Equipment" subcategory except for "Smart home", "Carpets and rugs", Kitchen tools", "Tableware")	12%
"Home and Garden" (subcategory "Footwear" within the subcategory "Tools")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Home and garden" ("Furniture" subcategory)	10%, not more than PLN 100
"Home and garden" ("Lighting" subcategory and "Carpets and rugs", Kitchen tools", "Tableware" within "Equipment" subcategory)	11%
"Home and garden" ("Garden furniture" and "Accessories and fixtures" subcategories, "Vices", "Wrenches", "Hammers, cutters and chisels", "Sheet metal shears", "Protective and work clothing", "Tool organisation	9%



and storage", "Other", "Pliers, shears, pincers", "Tool sets", "Power tool sets" ,"Staplers" subcategories within "Tools" subcategory)	
"Home and garden" ("Construction and accessories" subcategory except for "Fences and gates", "Windows and sills", "Walls and façades", "Alarms", "Central vacuum cleaners" subcategories, "Animals" subcategory except for "Live animals" subcategory)	8%
"Home and garden" ("Tools" subcategory except for subcategories listed above and below, such subcategories as "Smart home", "Stoves and boilers", "Swimming pools", "Jacuzzi", "Rotavators", "Lawnmowers", "Scythes and lawn trimmers", "Vacuum cleaners and blowers",	The amount of commission depends on final price up to PLN 100: 7% Above PLN 100: 7 PLN + 6% from excess over PLN 100

"Snowthrowers", "Crushers", "Verticutters and aerators", "Cabins", "Playgrounds", "Charcoal grills", "Gas grills", "Electric grills", "Garden fireplaces", "Central vacuum cleaners", "Alarms")	
"Home and garden" (subcategory "Pressure washers")	6% not more than PLN 50
"Home and Garden" ("Air conditioners" subcategory)	4%
"Child" (except for subcategories below)	10%
"Child" ("Clothes", "Footwear", "Accessories for mums and children", "Events, parties", "Baby feeding supplies" excluding the "Baby food" subcategory)	11%
"Child" ("Mattresses", "Furnitures", "Beds and playpens", subcategory)	10%, not more than PLN 100
"Child" ("Bicycles and vehicles",	9%

"Garden toys" subcategories)	
"Child" ("Car safety seats", "Strollers" subcategories)	8%, not more than PLN 80
"Child" ("Building blocks" subcategory)	6%
"Child" ("Baby food" subcategory)	4%
"Child" ("Toys" subcategory, excluding the "Building blocks" subcategory)	the commission level depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Films"	10%
"Photography" (except for subcategories below)	6%
"Photography" ("Photographic accessories", "Literature and manuals", "Other", "Prints" subcategories)	9%
"Photography" ("Digital cameras", "Analogue cameras", "Instant cameras", "Lenses" subcategories)	4%
"Games" (except for subcategories below)	8%
"Games" (the "Board games" subcategory in the	the commission level depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50

"Party games" category)	
"Games" ("Console games", "PC games", "Online MMO games" subcategories)	8%, not less than PLN 1.5
"Instruments" (except for subcategories below)	8% not more than PLN 50
"Instruments" (subcategory "Playing course, Notes, Songbook" and all others subcategories "Others" and "Part and Accessories"	10%
"Codes and top-ups" (except for subcategories below)	8%, not less than PLN 1.5
"Codes and credit top-ups" ("Online payments" subcategory)	8%
"Collectibles"	9%, not more than PLN 50
"Computers" (except for subcategories below)	9%
"Computers" ("Internet" subcategory except for "Other" subcategory, "Software" subcategory)	9%, not less than PLN 1.5

<p>"Computers" ("Other" subcategory in "Internet" category)</p>	<p>8%, not less than PLN 1.5</p>
<p>"Computers" ("Network devices" subcategory except for "File servers – NAS", "IP cameras" subcategories, "Power strips and UPS", "Pointing devices", "Optical disc drives and storage media" subcategories except for "CD accessories" subcategory, "Soundcards", "Power supply units", "Housings", "Microphones and headphones", "Loudspeakers" subcategories</p>	<p>6%</p>
<p>"Computers" ("RAM memory" subcategory, "Printers and scanners" except for "Parts and accessories", "Papers and films", "Inks", "Toners", "Drum units", "Print ribbons" subcategories, "Discs and memory sticks" subcategory except for "Soundcards", "Power supply</p>	<p>4%</p>

units", "Housings", "Cooling and tuning", "Graphics cards" subcategories, "Microcomputers", "Mining rigs", "Servers and accessories", "File servers – NAS", "Computer screens", "VR devices", "Satellite TV tuners", Video cards and recorders", "Webcams", "Videoconference sets", "Tablets" subcategories except for "Accessories", "Service parts" subcategories)	
"Computers" ("Graphics card" subcategory)	3%
"Computers" ("Laptops", "Desktops computers" subcategories)	The amount of commission depends on the final price: up to PLN 1,000 it is 2%; from PLN 1000.01 to PLN 2,000 it is PLN 20 + 1.5% of the amount that exceeds PLN 1,000; over PLN 2,000 it is PLN 35 + 1% of the amount that exceeds PLN 2,000
"Consoles and game machines" (except for subcategories below)	6%
"Consoles and game machines" ("Scratch cards" subcategory)	8%, not less than PLN 1.5
"Consoles and game machines"	4%

("Consoles" subcategory)	
"Books and comic books" (except for subcategories below)	10%
"Books and comic books" ("Textbooks for primary and secondary schools" subcategory)	5%
"Automotive" (except for subcategories below)	8%, not more than PLN 70
"Automotive" (subcategory "Footwear" within the subcategory "Tools and workshop equipment")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100 not more than PLN 70
"Automotive" (all subcategories named "Other")	10%
"Automotive" (subcategories "Mats", "Wiper blades", "Covers", "Light bulbs" within the subcategory "Car accessories", "Car parts", "Parts for machinery", "Parts for other vehicles", "Motorcycle parts" within the subcategory "Motorcycle parts and accessories")	the commission level depends on the final price: up to PLN 50: 9%, above PLN 50: PLN 4.50 + 8% on the surplus above PLN 50, not more than PLN 70

<p>"Automotive" ("Tools and workshop equipment" subcategory with the exception of the subcategories "Footwear", "Accessories" within "Tyres and rims" subcategory, subcategory "Car accessories" with the exception of the subcategory "Car electronics", "Mats", "Wiper blades", "Covers", "Light bulbs").</p>	<p>9%, not more than PLN 70</p>
<p>"Automotive" (subcategories "Rims", "Wheels" within "Tyres and rims" subcategory "Tyres and rims")</p>	<p>5%, not more than PLN 70</p>
<p>"Automotive" (subcategory "Car electronics")</p>	<p>the commission level depends on the final price: up to PLN 150: 9%, above PLN 150: PLN 13.50 + 6% on the surplus above PLN 150, not more than PLN 70</p>
<p>"Automotive" ("Fuel oils" subcategory in "Chemistry" subcategory, "Compressors" in "Compressors and accessories" subcategory, "Pressure washers", "Vacuum cleaners", "Electrical devices" except for "Accessories" subcategory,</p>	<p>6%, not more than PLN 70</p>



<p>"Pneumatic devices" subcategory except for "Accessories" subcategory, "Parts washers", "Heaters and dryers", "Lift columns", "Scissor lifts", "Sandblaster cabinets" subcategories within "Tools and workshop equipment" subcategory)</p>	
<p>"Automotive" ("Tyres and rims" subcategory except for "Accessories" subcategory)</p>	4%, not more than PLN 70
<p>"Automotive" ("Complete engines", "Complete gearboxes", "Axles", "Differentials" subcategories)</p>	2%, not more than PLN 70
<p>"Music"</p>	10%
<p>"Clothes, Footwear, Accessories" (except for the subcategories listed below)</p>	10%
<p>"Clothes, Footwear, Accessories" (subcategory "Footwear" with the exception of</p>	<p>the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100</p>

the subcategory "Sports shoes" within the subcategories "Women's" and "Men's", subcategory "Wedding shoes" within the subcategory "Wedding")	
"Clothes, Footwear, Accessories" (subcategory "Sports shoes" within the subcategories "Women's" and "Men's")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Clothes, footwear, accessories" ("Women's wear", "Men's wear" subcategories)	11%
"Food" (except for subcategories below)	10%
"Food ("Coffee" subcategory)	6%
"Industry" (except for subcategories below)	10%
"Industry" (subcategory "Footwear" within the subcategory "Clothing")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Industry" ("Professional cleaning devices" subcategory,	6%

<p>"Industrial construction", excluding subcategories "Construction Chemicals", "Materials and Accessories", "Surveying Equipment", "Site Plant and Facilities", "Work at Heights", "Other", subcategory "Plant and machinery" except for subcategories below)</p>	
<p>"Industry" – "Commercial dishwashers", "Cookers" subcategories)</p>	3%
<p>"Handmade crafts"</p>	15%
<p>"Consumer electronics and home appliances" (except for subcategories below)</p>	9%
<p>"Consumer electronics and home appliances" ("Household cleaning products" subcategory)</p>	10%
<p>"Consumer electronics and home appliances" ("Electronics" subcategory in "Electronics" subcategory)</p>	7%

<p>“Consumer electronics and home appliances”        (“Portable audio equipment”, “Car audio equipment”, “Satellite equipment”, “Other” subcategories except for “Breathalysers” subcategory, “Headphones”, “TV and video” subcategory except for “Subscriptions” and “TV Accessories” subcategories)</p>	<p>6%</p>
<p>“Consumer electronics and home appliances”        (“Devices” subcategory except for “GPS and accessories”, “Cameras” subcategories except for “Accessories”, “Storage media”, “Bags and cases”, “Power supply”, “Literature and instructions” and “Other” subcategories”, “Audio equipment for home” subcategory, “Home appliances – miscellaneous” subcategory except for “Spare parts” subcategory</p>	<p>5%</p>

as well as "Split air conditioners" and "Portable air conditioners" subcategories)	
"Consumer electronics and home appliances" ("Readers" subcategory in "E-readers" subcategory, "Dampers", "Split air conditioners", "Portable air conditioners" subcategories)	4%
"Consumer electronics and home appliances" ("Built-in appliances" subcategory, except for "Parts" and "Home Appliances accessories" subcategory, "Freestanding home appliances" subcategory except for "Parts" and "Home Appliances accessories" subcategory)	2,8%
"Consumer electronics and home appliances" ("Espresso machines", "Epilators", "Food preparation appliances", "Professional steam stations",	2,5%

"Projectors" subcategories)	
"Consumer electronics and home appliances ("TV Sets" subcategory)	2%
"Sport and tourism" (except for subcategories below)	10%
"Sport and tourism" (all "Clothes" subcategories)	11%
"Sport and tourism" (all subcategories "Footwear")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Sport and tourism" ("Gym and fitness" except for "Clothes", "Shoes" and "Supplements and nutrients" subcategories)	The amount of commission depends on final price up to PLN 150: 10% Above PLN 150: 15 PLN + 8% from excess over PLN 150
"Sport and tourism" ("Bicycles and accessories" subcategory except for "Bicycles" subcategory, "Team sports", "Extreme sports", "Social sports and leisure", "Martial arts", "Water sports", "Tennis and related sports", "Angling", "Military supplies"	9%

subcategories – except for all “Clothes” and “Shoes” subcategories)	
“Sport and tourism” (“Supplements and nutrients” in “Gym and fitness” subcategory, “Skating, slackline”, “Winter sports” subcategories – except for all “Clothes” and “Shoes” subcategories)	8%
“Sport and tourism” (“Sports electronics” subcategory)	6%
“Sport and tourism” (“Bicycles” subcategory in “Bicycles and accessories” subcategory)	6%, not more than PLN 100
“Stage, studio and DJ equipment” (except for subcategories below)	8%
“Stage, studio and DJ equipment” (“DJ CD-players”, “DJ record players”, “DJ mixers”, “Recording devices” subcategories)	6%

"Telephones and accessories" (except for subcategories below)	6%
"Telephones and accessories" ("Other" subcategory)	9%
"Telephones and accessories" ("GSM Accessories" subcategory)	The commission amount depends on the final price: up to PLN 50, it is 12%, over PLN 50, it is PLN 6 + 6% of the amount that exceeds PLN 50
"Telephones and accessories" ("Smartphones and mobile phones" subcategory)	4,5%
"Beauty" (except for subcategories below)	10%
"Beauty" ("Manicure and pedicure" subcategory except for "Appliances")	11%
"Beauty" ("Care" subcategory except for subcategories below)	9%
"Beauty" (subcategory "hair remover")	2,5%
"Beauty" ("Perfumes and eau de toilettes" subcategory)	8%, not less than PLN 1



"Beauty" ("Appliances" subcategory)	6%
"Beauty" ("Styling appliances" subcategory)	5%
"Housekeeping"	10%
"Health" (except for subcategories below)	10%
"Health" ("Erotica" subcategory except for "Erotic lingerie and clothing", "Erotic shoes", "Condoms" subcategories)	15%
"Health" ("Erotic lingerie and clothing" subcategory)	11%
"Health" ("Dermocosmetics" subcategory)	9%
"Health" ("Specialised medical equipment", "Medical devices" subcategories except for "Dampers, air purifiers" subcategory)	6%
"Health" ("Irrigators", "Toothbrushes")	5%
"Health" ("Dampers, air	4%

purifiers" subcategory)	
"Health" (subcategory "OTC drugs")	0%
"Health" (subcategory "Erotic footwear", subcategory "Shoes for medical professionals" within the subcategory "Equipment for hospitals and surgeries")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100

#### Part IV. Fees for additional options

1. The User may choose additional options to define a special way the page featuring the Listing is presented and promoted in Allegro.
2. The fee for each additional option is charged once the Listing is posted and if a given option is selected later – once it is applied.
3. Fees for additional options are collected on the general terms described in subparagraph A below.
4. If the Listing is deleted or terminated before due time on terms described in the Article 8.2. of the User Agreement, the fees for additional options are refundable less an amount pro rata to the time for which the Listing was posted in Allegro.
5. Fees for additional options will be charged on a cyclical basis, in accordance with the price list presented below – not applicable to classified ads.
6. The fee for an additional option in form of coin highlight, which amounts to PLN 1.23 for each Coin, is charged each time the reserved price is reached, or the Buy it Now option is used by the Buyer.
7. Additional services: packing a product as a gift, changing the direction of door opening, bringing into the house, assembling, setting up and preparing for work are exempted from listing fees and commission on sales.
8. For listings with additional options: "Priority" and "Priority + Bold + Highlight" pack, an additional commission is charged in the amount of 0.5 of the commission value that is applicable in each category, excluding the "Electronics", "Child", "Fashion" and "Sport and

Tourism” categories, in which an additional commission amounting to 0.6 of the value of the applicable commission in a given category shall be charged.

9. For providing the Shop Subscription service, Allegro will charge the User a fee as per the price list, specified below:

<b>Subject Matter of the Agreement</b>	<b>Amount</b>
Basic Subscription	PLN 39
Professional Subscription	PLN 199

Subscription charged for each commenced 30 days

#### **A. Fees for additional options**

Fees for additional options amount to:

<b>Option</b>	<b>Fee</b>
Priority [1]	PLN 19 / 10 days
Bold	PLN 9 / 10 days
Highlight	PLN 9 / 10 days
Priority + Bold + Highlight pack [1]	PLN 2,90 / 1 day
Department page	PLN 29 / 10 days

As part of a multi-variant listing posted in the following categories:

“Women’s Jewellery”, “Men’s Jewellery”, “Children’s Jewellery”, “Wedding Jewellery”, “Piercing”, “Clothes”; “Footwear”, “Accessories”, “Footwear” in the “Child” category, “Clothes” in the “Child” category, “Erotic Lingerie and Clothing” in the “Health” category “Priority” option cost – PLN 5.90 / 10 days

[1] – except for subparagraphs 6 and 8 above

<b>Option</b>	<b>Fee</b>
Reserved price	10% of the reserved price, not more than PLN 100

**B. Additional options for listing categories specified in subparagraph 5 A, part II**

Standard accounts:

a. Listing priority

<b>Priority period</b>	<b>Total fee</b>
5 days	PLN 29
10 days	PLN 39
50 days	PLN 169
80 days	PLN 199
b. promoting on the section page	

<b>Promoting period</b>	<b>Total fee</b>
5 days	PLN 33
10 days	PLN 49
50 days	PLN 199
90 days	PLN 269

Business Accounts:

a. Listing priority

<b>Priority period</b>	<b>Total fee</b>
10 days	PLN 39

<b>Priority period</b>	<b>Total fee</b>
20 days	PLN 78
30 days	PLN 117

b. promoting on the section page

<b>Promoting period</b>	<b>Total fee</b>
10 days	PLN 49
20 days	PLN 98
30 days	PLN 147

#### Part IV A. Fees in Allegro Lokalnie

1. Where a sales contract is concluded via the Announcement with "Buy It Now" option or via the Announcement with Bidding Allegro.pl shall charge a fee for Transaction services. The fee shall be charged to the Seller and it shall amount to 10% of the price of the Item sold as part of the Transaction, but no more than PLN 50.
2. The Fee shall be charged the moment the Transaction is made within the meaning of Appendix no. 13 "Allegro Lokalnie". The conclusion of the Transaction shall be confirmed in an email sent by Allegro.pl.
3. Where the Seller as part of Allegro Lokalnie decides to donate the entire price earned on the Item sold to a Fundraiser or Cause using the Allegro Lokalnie feature, Allegro shall withdraw from charging the fee referred to Article 1 above.
4. The fee for promoting Announcements using the promoted listing feature shall amount to:
  - a) In the case of Announcements, Announcements with "Buy It Now" option, Announcements with Bidding – the promoted listing is visible only in Allegro Lokalnie for the period of 10 days: PLN 4.99;
  - b) In the case of Announcements with "Buy It Now" option, Announcements with Bidding – the promoted listing is visible both in Allegro and in Allegro Lokalnie for the period of 10 days: PLN 19.

## Part V. Allegro Smart! – InPost – additional services and fees

The main cost of the Items' delivery will be covered as part of the Allegro Smart! service purchased by the Buyer; all additional services strictly relating to the Items' delivery under the Allegro Smart! service are paid by the Seller as per the table below.

### Additional services and fees

Additional service	CODE	Gross fee
Additional cover for the parcel for up to PLN 5,000		included in the service price
Additional cover for the parcel for up to PLN 10,000	UB10K	PLN 1.50
Additional cover for the parcel for up to PLN 20,000	UB20K	PLN 1.70
Check of parcel weight and dimensions	WER	PLN 12.30
Parcel treated as an oversized parcel	DZR	PLN 18.45
Surcharge for parcel check after change of dimensions	GAB	PLN 3.68
Oversized parcel larger than 50x50x80 cm or heavier than 30 kg	DZW	PLN 246.00
Fee for the first <b>event</b> related to handling of a Non-Standard Parcel as a result of prohibited contents of the parcel or faulty packaging		PLN 121.77
Fee for each subsequent <b>event</b> related		PLN 1,228.77

Additional service	CODE	Gross fee
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to handling of a Non-Standard Parcel as a result of prohibited contents of the parcel or faulty packaging

Fees will be added to the bill in the next settlement period following the period in which the services were provided.

## Part VI. Settlements

### A. Settlements of amounts payable

1. For each User, settlements are separate for each Account type.
2. Settlement management is available upon logging in, where each User has access to the account status (fees and commissions charged, and amount of refunds, i.e. settlement balance) for three accounting periods – save that, once this period is over, the User may obtain the above data upon request to Allegro.pl, using a special form, which is available on Allegro website.
3. Save as provided in subparagraph 4, once a given accounting period is over, the User is obliged, until the 14th day of the following month, to settle the amounts payable to Allegro.pl. It is possible for the User not to make payment, if the amount payable as of the end of a given month is below PLN 10.00. In such case, the User shall pay the total amount payable after the end of the month in which fees and commissions charged amount to not less than PLN 10.00. However, if so requested by Allegro.pl, the User is obliged to pay the amount payable within the time limit indicated also if the balance is below PLN 10.00.
4. Users who receive invoices are obliged to pay the amount payable indicated in the invoice irrespective of its amount. Irrespective of the invoice issued, the User shall, at the end of the accounting period, receive an email with information on the amount payable.
5. Failure to pay the amount payable within the required time limit may result in the User Account functionality being partially or completely disabled. In such a case, the restoration of full Account functionality shall be conditional on the settlement of all amounts payable to Allegro.pl.
6. Payments to the Allegro.pl shall be made to an individual bank account assigned to a given Account. Payment details are available upon logging in.

### B. Overpayments

1. If an overpayment is made to the Account, the User may, at any time, request a refund, using a relevant form, save that the overpayment in the Account shall be first credited

towards any fees and commissions currently charged, and any debts in a given User's other Accounts. The overpayment shall be refunded by bank transfer to the entity that made the payment.

2. A 5% handling fee shall be each time deducted from the overpayment refund requested by the User, save as provided in subparagraph 3 below.
3. Funds from payments related to Allegro.pl promotions are non-refundable, nor shall they be included in the overpayment amount requested by the User, and they may only be used in full for settling any future obligations of the User that result from his/her use of Allegro services.
4. The handling fee referred to in subparagraph 2 shall not be collected if the overpayment to be refunded resulted from reasons attributable to Allegro.pl.
5. If refunding an overpayment in the Account involves issuing a corrected invoice for the User, the refund shall be conditional upon the User sending back a copy of the corrected invoice with acknowledgment of receipt, to the registered address of Allegro.pl.

#### C. Changes in the amounts of fees and commissions

1. Allegro.pl reserves the right to change the amounts of fees and commissions. These changes shall be made following the procedure and on the terms set out in the User Agreement.
2. Allegro.pl reserves the right to reduce fees and commissions, from time to time, as part of time-limited special offers – on the terms separately provided for such campaigns.

#### D. Invoices

1. Business Account Users, to receive invoices, should fill in a relevant form and have their data as provided in the invoicing form verified as true. Invoicing data must correspond to the data provided in the Account settings. Invoices for subsequent invoices shall be issued automatically without the need to repeat the actions indicated in the previous sentences – until the User opts out of receiving invoices.
2. Invoices for Users who are natural persons not pursuing an economic activity shall be issued solely upon their request. In such case, the provisions of subparagraph 1 shall apply *mutatis mutandis*.
3. A User who is a tax on goods and services (VAT) payer, having a registered address within a European Union Member State other than Poland, is obliged to produce documents to certify its registration as taxpayer in one of European Union Member States other than Poland, and fill in a form available at My Allegro > Accounts > Invoices page. Documents to certify a taxpayer's registration, and data provided in the form are checked.



4. Invoices for a given month include amounts payable charged in this month, and they are issued no later than on the 15th day of the next month.
5. The User is obliged to update invoicing data immediately following any change. As regards updates to invoicing data (except for address and telephone data), such change is possible only if the company has undergone a transformation or its form of legal succession changed. A change shall be made once documents to certify legal succession are verified as true.
6. A default procedure for sending invoices is making them available in electronic form. By accepting the User Agreement, an acceptance is also given for sending (making available) invoices in electronic form, as defined in the applicable regulations on goods and services tax, on the terms described in the User Agreement.
7. To ensure authenticity of invoices as defined in separate regulations, invoices shall be made available to the User in electronic form solely upon logging into his/her Account, using login and password, in a manner to enable downloading them to the User's IT system.
8. To ensure integrity of invoices as defined in separate regulations, the invoices made available in electronic form shall be generated as PDF (Portable Document Format) files, secured to prevent any change to the invoice data, in particular:
  - a. document editing,
  - b. inserting comments,
  - c. filling in or signing form fields,
  - d. document assembly,
  - e. copying the document contents,
  - f. extracting pages.
9. Allegro.pl reserves the right to use other technical solutions in addition to those indicated in subparagraphs 7 and 8 above, aimed to ensure authenticity and integrity of invoices sent (made available) in electronic form.
10. The User may, at any time, withdraw the consent to having invoices sent (made available) in electronic form, by checking the relevant box in the administrative panel in the User's Account. The following shall also be deemed a withdrawal of the consent to having invoices sent (made available) in electronic form:
  - a. The User opting out of receiving VAT invoices, upon logging into his/her Account (closing the invoice account),
  - b. Any Party declaring to terminate the Agreement.

11. The User who has withdrawn the consent to having invoices sent (made available) in electronic form may give their consent again by checking the relevant box in their Account's settings.
12. Consent to having invoices sent (made available) in electronic form, as well as a withdrawal of the consent, shall have immediate effect.
13. The User who receives VAT invoices sent (made available) in electronic form is obliged to store them in accordance with separate regulations.
14. Allegro.pl reserves the right to issue and send to the User a hard copy invoice, even if the User consented to having invoices sent (made available) in electronic form.
15. Invoices sent (made available) to the User in electronic form shall be available in the User account administrative panel for 7 years of the date of issue.

#### **Part VII. The procedure for granting transaction discount (refund of the amount of commission collected or charged)**

1. In particularly justified cases that are beyond the Seller's control, where the Seller has concluded a sale contract but has no means of receiving a payment from the Buyer, and the Transaction did not violate the Allegro User Agreement, Allegro may grant a post-transaction discount to the Seller for the supply of services in Allegro in the current accounting period or in the next accounting periods.
2. The amount of post-transaction discount may not exceed the amount of commission on the sale of Merchandise previously charged or collected by Allegro.pl in connection with the conclusion of the sale contract referred to in subparagraph 1.
3. To receive a post-transaction discount, the Seller should fill in a relevant form available at a relevant Allegro page, within 45 days of concluding the sale contract

[appendix no 4 fees and commissions pdf](#)

# Appendix No. 5

## Appendix No. 5. Privacy Protection Policy

### Part I. Scope of application

1. Allegro.pl sp. z o.o. with its registered office in Poznań at ul. Grunwaldzka 182, (60-166) Poznań (for convenience, hereinafter referred to as: **"Allegro.pl"** or **"the Company"**), which is the operator of a trading platform available at [www.allegro.pl](http://www.allegro.pl) (for convenience, hereinafter referred to as: **"Allegro"**) and its separate section at [www.allegrolokalnie.pl](http://www.allegrolokalnie.pl) (for convenience, hereinafter referred to as: **"Allegro Lokalnie"**) is the controller within the meaning of Regulation (EU) 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 (for convenience, hereinafter we shall use the abbreviation: **"GDPR"**) with regard to personal data of Users who are natural persons. This means that Allegro.pl determines the purposes and means of processing Users' personal data independently and on its own responsibility. In the event of any questions or concerns about the protection of your personal data by Allegro.pl, please contact Allegro.pl (the e-mail address has been provided in Part XII hereof). Personal data mean any information that may identify you, such as your name and surname, phone number, e-mail address and your shipping address to deliver items purchased by you on Allegro. Whenever in this document we use the term "to process" or "processing", we mean all activities and operations performed on your personal data (such as storing or analysing them in order to provide services to you)..
2. The purpose of this Privacy Protection Policy is to determine the actions taken by Allegro.pl related to the protection of processed personal data, including the data collected via Allegro e-commerce platform, Allegro Lokalnie as well as the mobile application and the services and tools related to them used by Users to perform such actions as the Registration, posting or browsing Listings and performing a number of other actions related to the above in connection with the use of Allegro.pl's services by Users. All our activities are subject to data protection laws, e.g. the GDPR or the Personal Data Protection Act of 10 May 2018 (Journal of Laws, 2018, item 1000). Our Privacy Protection Policy is subject to Polish law and complies with the GDPR.
3. We received your personal data from you when you set up the Account (or in relation to transactions made on Allegro without the need to register beforehand and to have an Account pursuant to Article 2.7 of the Allegro User Agreement) and also later when you made transactions on Allegro using the Account and in relation to the update of your data you made via the Account.
4. You may use Allegro and Allegro Lokalnie, including download the mobile application or use the services and tools related to them, only after reading this Privacy Protection Policy and Allegro User Agreement.

5. Upon clicking the links posted on Allegro platform, including Allegro Lokalnie or the mobile application, you may be redirected to webpages or platforms that represent a service provided by entities other than Allegro.pl and thus remaining beyond our direct or indirect control, where the processing process, including collection of personal data, is carried out in accordance with the terms and conditions of such entities laid down, for example, in the privacy protection policy applicable to these services or applications, particularly in the cases specified below.

## Part II. Processing of personal data by Allegro.pl, including their obtaining and storing

Below, we have listed the most frequent operations performed on Users' personal data, thus also on your personal data, in connection with the use of Allegro.pl's services.

1. **Account data and profile data:** Subject to the provisions contained in item 1) hereinbelow, we require that you give the following personal data in order for us to conclude and perform the agreement with you and thus to provide you the service:
- the e-mail address, password and date of birth (for a standard account) or
  - the e-mail address, login name, password, phone number and information on the company and its address (for a Business Account).

If, for some reason, you do not give us those personal data, we will unfortunately not be able to enter into an agreement with you, and consequently you will not be able to use Allegro.

If required by law, we may require you to give other data that are indispensable for example for accounting or tax reasons. Other than that, giving your data is voluntary.

1) if you make a transaction without the need to register or have an Account beforehand, you will need to give your e-mail address so that we can enter into and perform the agreement with you. If, for some reason, you do not give us those personal data, we will unfortunately not be able to enter into an agreement with you, and consequently you will not be able to use Allegro, as described in the preceding sentence;

If required by law, we may require you to give other data that are indispensable for example for accounting- or tax reasons. Other than that, giving your data is voluntary.

2) Users may share their personal data and other information in their public profiles (i.e. profiles that anyone who uses the Internet can access) based on their own deliberate and informed decision. The user should carefully consider the risks that may be associated with such public disclosure of personal data, in particular of their address or exact location. Such risks may include the possibility of identifying the User by other individuals, the loss of privacy to a certain extent and even identity theft in extreme cases. In the case of logging in to Allegro – including Allegro Lokalnie - via an external authentication service offered by entities not controlled whatsoever by Allegro.pl, such as Facebook Connect, Allegro.pl, on

Allegro platform, including Allegro Lokalnie, collects data only in the form of the User's email address and only for the purpose of such logging in. In the case of contacting Allegro via any social media channels offered by entities not controlled whatsoever by Allegro.pl, Allegro.pl collects data in the form of the User name at such social media as Facebook Messenger, Instagram, Twitter, or a phone number at, for example, WhatsApp, WeChat only for the purpose of establishing contact.

2. **Transactions:** On Allegro platform and Allegro Lokalnie, Allegro.pl may process (e.g. store or analyse) information being the User's personal data, enabling the Buyer and the Seller to enter into an agreement, send messages, communicate with other Users and make payments for services provided by Allegro.pl on Allegro platform, also on Allegro Lokalnie and [charytatywni.allegro.pl](https://charytatywni.allegro.pl). Certain data necessary to post a Listing are also required to set up an Account. The information posted by the User in Listings and "Messages to the Buyer" does not originate from Allegro.pl and is not initiated by Allegro.pl. For this reason, to the maximum extent permissible by applicable law, Allegro.pl shall not be liable for information posted in Listings and in the "Message to the Buyer".
3. **User service:** On Allegro platform, including Allegro Lokalnie and [charytatywni.allegro.pl](https://charytatywni.allegro.pl), Allegro.pl may collect and otherwise process (e.g. store or analyse) personal data of Users who contact the User service department. Such data may be necessary to communicate with the User (e.g. to reply to their questions), but also to fulfil their request. Contact may be established also using the data posted for this purpose in the User's Account or provided by the User via social media channels (e.g. Facebook Messenger, Instagram, Twitter, WhatsApp, WeChat). If permitted under applicable law, Allegro.pl shall also be entitled to obtain (and otherwise process, e.g. store) other personal data regarding communication with Users, e.g. information about support requests or feedback from Users.
4. **Contact form:** On Allegro platform, including Allegro Lokalnie, Allegro.pl may collect personal data of Users who contact Allegro.pl and Sellers via available tools, including the contact form available on Allegro platform and Allegro Lokalnie. Such data are necessary to enable Allegro.pl to contact Users, but also to allow Users to contact other Users, for purposes related directly to Allegro platform – including Allegro Lokalnie, e.g. in connection with the conclusion of sale agreements as part of transactions made on Allegro platform, including Allegro Lokalnie [charytatywni.allegro.pl](https://charytatywni.allegro.pl). The contact form provided by Allegro.pl may not be used to send private correspondence not related to the performance of a transaction and its use for such purposes may violate Allegro User Agreement. In order to prevent violations of law, including unfair practices, Allegro.pl shall collect data regarding communication made using the aforementioned form. Allegro.pl may also analyse and block, using special software, the content of messages exchanged between Users via the aforementioned contact form, in particular if they are spam (unsolicited advertising information), contain prohibited content (e.g. they prompt to commit crimes) or otherwise jeopardize Users' safety (e.g. their aim is to unlawfully obtain the password to a given Account).

5. **Data collected on the website and in mobile devices:** When it is necessary to provide the service to Users or it is a legitimate interest of Allegro.pl or third parties (e.g. ensuring security of IT resources or safety of other Users), Allegro.pl may automatically obtain and record data transmitted to the server by Users' browsers or devices. Such data may include but are not limited to: cookies, an IP address (i.e. the address used by the User's device used to access the Allegro platform, including Allegro Lokalnie), parameters of the software and hardware used by the User (thanks to which we are able to improve, for example, the quality of the services provided by us), webpages viewed, mobile device identification number, information on the use of applications and other data regarding devices and the use of systems. Such information will be collected when the user uses the Allegro website or mobile application.
6. **Surveys:** by means of surveys sent to Users by e-mail or made available directly on Allegro, including Allegro Lokalnie. Such data are used to examine Users' preferences and adapt the offer of Allegro.pl to their expectations as well as to carry out statistical analyses.
7. **Competitions:** Occasionally, Allegro - including Allegro Lokalnie - organises competitions. Personal data of Users (e.g. contact details) taking part in a competition may be used by Allegro.pl to organise the competition in an efficient way, e.g. to notify the winner.
8. **Promotional campaigns:** Occasionally, Allegro - including Allegro Lokalnie - organises promotional campaigns. Contact details of Users taking part in a promotional campaign voluntarily are processed by Allegro.pl in compliance with applicable law and for the purposes related to such a campaign. The User may opt out of receiving information on such campaigns at any time in the same way in which they entered a competition or joined a campaign.

### Part III. IP address, cookies, location and identification numbers of mobile devices

1. Allegro.pl may collect data via services provided on Allegro platform, including Allegro Lokalnie, using such technologies as cookies, tracking pixels and local shared objects (e.g. in a browser or device). The use of such technologies by Allegro.pl is described in detail at: <https://allegro.pl/regulaminy/cookie-policy-WE7q7GEojly>.
2. The Allegro mobile application and Allegro Lokalnie service will collect information about the current location of your device if you provide such data to us. Such data will not be retained by Allegro.pl. Before you start downloading the location information, you will be asked to give your consent to this. The use of such location data by Allegro.pl is described in detail at: <https://allegro.pl/regulaminy/udostepnianie-lokalizacji-yVx7ezEWySE>.
3. Allegro mobile application uses Google Account service to authenticate the User's device and verify the User's identity. During the authentication and verification process, none of the User's data are shared with the service operator.

## Part IV. Use of collected data

1. Allegro.pl processes (e.g. collects, stores, analyses, etc.) Users' personal data on Allegro for the following purposes and on the following legal grounds:
  - **Whenever it is required for performing the contract with you, including in order to:**
    - 1) enable the provision of the service electronically and full use of Allegro, including the performance of transactions and payment of sales commissions or commissions for the goods sold in the Official Allegro Store, Allegro Lokalnie and in the [charytatywni.allegro.pl](https://charytatywni.allegro.pl) platform;
    - 2) set up and manage the User's Account(s);
    - 3) handle the User's Account and Transactions on Allegro platform, Allegro Lokalnie and at [charytatywni.allegro.pl](https://charytatywni.allegro.pl) website, including solving technical issues;
    - 4) perform agreements concluded under sale agreements with other Users on Allegro platform, including Allegro Lokalnie, as part of own sale by Allegro.pl, only with reference to data obtained in connection with the conclusion of such agreements;
    - 5) contact Users, also for purposes related to the provision of services, User service, through available communication channels, in particular e-mails, phone calls and via social media channels ( e.g.Facebook Messenger, Instagram, Twitter,WhatsApp, WeChat);
    - 6) handle complaints on Allegro platform, Allegro Lokalnie and at the Official Allegro Store;
    - 7) pay out compensation as part of the Buyers Protection Programme if you intend to use that Programme;
    - 8) handle Users' requests sent in particular to the User service department and via the contact form;
    - 9) provide the service Allegro Pay Later;
  - **When the duty to process the data exists under the applicable laws, which includes the processing for tax and accounting reasons.**
  - **When we process your personal data on the basis of legitimate interests of Allegro.pl which include:**
    - 1) monitoring Users' activities, including searched keywords, posted Listings, and managing traffic on Allegro platform, including Allegro Lokalnie;
    - 2) adapting the advertisements and content to the previously viewed content, adapting the listings categories or the individual listings in the Allegro settings or in the settings of third party services based on your activity on Allegro;

- 3) direct marketing of own services of Allegro.pl, goods from the Official Allegro Store, or services or goods of third parties;
- 4) contacting Users, also for purposes related to the permitted marketing activities through available communication channels, in particular e-mails and phone calls;
- 5) supporting credit services;
- 6) supporting insurance for purchased items;
- 7) ensuring the provision of payment services and the possibility of paying commissions on transactions made on Allegro platform, including Allegro Lokalnie, or for goods sold in the Official Allegro Store, securing payments at [charytatywni.allegro.pl](https://charytatywni.allegro.pl) website
- 8) ensuring the security of services we provide to you electronically, including the enforcement of the compliance with the Allegro and Allegro Lokalnie internal rules and prevention of fraud and abuse, and ensuring safe traffic;
- 9) conducting surveys, examinations and analyses of Allegro platform, including Allegro Lokalnie, also in terms of the operation, the improvement of the operation of available services or the estimation of the main interests and needs of visitors;
- 10) handling Users' requests sent in particular to the user service department and via the contact form when they are not directly related to the agreement performance;
- 11) organising loyalty programmes, competitions and promotional campaigns in which Users may participate;
- 12) debt collection, conducting court, arbitration and mediation proceedings;
- 13) conducting statistical analyses,
- 14) storing data for archiving purposes;
- 15) ensuring accountability, i.e. the possibility of demonstrating that:
  - a) personal data are processed lawfully, fairly and in a transparent manner in relation to the data subject;
  - b) the purpose of data processing is stated explicitly;
  - c) the data being processed are adequate, relevant and limited only to the purposes for which they are processed;
  - d) personal data are accurate and, where necessary, kept up to date;
  - e) personal data are processed in a manner that ensures their appropriate security;



f) and that the storage of data is limited to the strict minimum necessary for the purposes for which such data are processed.

○ **If you give your consent, we will process your personal data for the following purposes:**

- 1) recording data in the cookie files, gathering data from the websites and mobile applications;
- 2) displaying content related to your location;
- 3) organising competitions and promotional campaigns in which you may participate;
- 4) enabling contact with a public benefit organisation if you make a payment at the [charytatywni.allegro.pl](https://charytatywni.allegro.pl) platform, or adapting the listings and services in line with your previous activity.
- 5) personalizing your Account settings – if you upload your photo using the mobile application enabling Allegro to be used, or if your photo is disclosed to Allegro.pl when you log in to Allegro from a third-party website.

You may withdraw your consent to personal data processing at any time in the same way you gave it. We will process your personal data until you withdraw your consent.

2. Allegro.pl is authorised to store the data collected and tracked on Allegro platform, including Allegro Lokalnie only to accomplish the aforementioned business purposes.

## **Part V. Users' rights in terms of data processing and exercising those rights**

1. We guarantee you that you will be able to exercise all of your rights under the GDPR, i.e. the right to access data and obtain copies of data, the right to rectify data and the right to erasure, the right to restrict data processing, the right to data portability, as well as the right to object to personal data processing, also when the data are processed for the purpose of direct marketing, and when they are profiled for that purpose.

You may exercise the right to rectification if you notice that your data are incorrect or incomplete.

You may exercise the right to erasure if: your data are no longer required for the purposes for which they had been collected by the Company; you withdraw your consent to data processing; you object to the processing of your data or your data are processed in breach of the law.

You may exercise the right to restriction of processing if you notice that your data are incorrect – you may request restriction of your data processing for a period so that we can check whether those data are correct; your data are processed in breach of the law but you do not want them to be erased; we will no longer need your data but you may need them to

defend or assert your claims; or you file an objection against data processing – until it is determined whether the legitimate grounds on our part prevail over the basis of the objection.

You may exercise the right to data portability if your data are being processed on the basis of your consent or an agreement with you, and when the data are processed automatically.

2. Notwithstanding the provisions in item 1 above, we have prepared a special instruction for Users who would like to exercise their rights under the GDPR. This document describes in detail how Users can exercise their rights against Allegro.pl. and it is available on [this page](#).

If you exercise your right to object to data profiling, you should log out of all devices and delete cookies from them (in some cases, the process may take up to 48 hours). The instruction how to delete cookies is available in the Cookies Policy on [this page](#).

3. Please contact us if you have any concerns regarding us processing your personal data. You can e-mail us at: [iod@allegro.pl](mailto:iod@allegro.pl).

Please note that you may lodge a complaint in relation to us processing your personal data with a supervisory authority, i.e. the President of the Office of Personal Data Protection, (the address: President of the Office of Personal Data Protection, ul. Stawki 2, 00-193, Warszawa)

## Part VI. Data sharing

1. Allegro.pl may disclose Users' personal data to the following third parties only with the consent of the Users concerned or based on the legitimate interest of Allegro.pl:
  - 1) to other websites operated by Allegro.pl;
  - 2) to entities cooperating with Allegro.pl and operating websites or online applications (including mobile applications) in order to publish Users' listings posted in classified ads categories;
  - 3) to entities cooperating with Allegro.pl and operating websites or online applications (including mobile applications) which make it possible to compare opinions on transactions, in order to collect opinions on Transactions made on Allegro using surveys.
2. Allegro.pl may cooperate with third parties (e.g. specialised providers of data storage services or of analytical services, debt collection services) so that such entities may provide services to us. In this case, such entities are not authorised to use Users' personal data for their own purposes (data will always be processed on behalf of and for Allegro.pl) and their activities are subject to applicable law and this Privacy Protection Policy;

The scope of collaboration includes:

1) information storage and access: storing information or accessing information already stored in the User device such as advertising identifiers, device identifiers, cookies and similar technologies;

2) personalisation: collecting and processing information to personalise website or application advertisements and/or content;

3) advertisement selection, delivery and reporting: collecting and combining information with previously collected information to select and deliver advertisements to you and to measure how effective they are (what advertisements are displayed; how often they are displayed; when and where they are displayed; or whether you have taken any action in relation to an advertisement, including, e.g. clicking on such advertisement or making a purchase); and

4) conducting debt collection proceedings.

3. Allegro.pl may disclose Users' data to other entities (such as companies delivering the goods) if it is indispensable for them to perform the agreement, in order to effect the orders placed on Allegro, including Allegro Lokalnie, which includes the following in particular:

1) accepting the order for execution,

2) packing the parcel,

3) delivering the parcel to the designated address.

In the above cases, the entities to which Users' personal data are disclosed may become separate data controllers of those personal data.

4. We disclose your personal data to parties to the transactions that you make on Allegro and to entities that support us in providing electronic services, i.e. to entities that provide payment services, credit services, insurance services, consulting or audit services, that support User service, the promotion of the listings or that cooperate as part of marketing campaigns.
5. Allegro.pl may disclose Users' personal data to public authorities supporting Allegro in the fight against fraud and abuse on Allegro, also in connection with pending investigations regarding any possible violations of law or with combating other possible violations of Allegro User Agreement.
6. Pursuant to the applicable Privacy Protection Policy, Allegro.pl undertakes not to sell Users' personal data. In the event of the restructuring or sale of the business or part thereof, and the transfer of all or part of assets to a new owner, Users' personal data may be transferred to the Buyer in order to ensure the continuation of the provision of the service on Allegro, including Allegro Lokalnie.

7. With the User's consent, Allegro.pl may disclose the User's personal data to public benefit organisations at [charytatywni.allegro.pl](http://charytatywni.allegro.pl) website in order to enable them to thank the User for their donation.
8. Due to the necessity of preventing the performance of certain functions on Allegro by internet bots, we use Google reCAPTCHA mechanism to check occasionally whether the behaviour of platform users may seem to be like the behaviour of bots. Therefore, Allegro.pl may disclose to Google Inc. your IP address.
9. Allegro.pl may disclose anonymised data (i.e. data that do not identify specific Users) to third-party service providers, trusted partners or research agencies in order to better understand the attractiveness of advertisements and services to Users, improve the overall quality and efficiency of services provided by Allegro.pl or the aforementioned entities, or to participate in scientific research offering broadly-understood benefits to the society.
10. The Sellers subject to the GDPR, after obtaining personal data of Buyers from Allegro.pl, must fulfil all obligations towards Buyers resulting from the GDPR and other legal provisions, and also make it possible for them to exercise their rights under the GDPR.

## **Part VII. Do we transfer your data to countries outside the European Economic Area?**

Your personal data will be transferred outside the European Economic Area to:

1. Google LLC with its registered office in Mountain View, CA, the United States due to the use of the e-mail system and tools that are part of G-Suite for statistical- and administrative purposes and in relation to the use of the Google reCAPTCHA mechanism for security purposes;
2. Google Ireland Limited with its registered office in Dublin, Ireland, in connection with the use of personal data processing services offered by this entity to ensure the provision of services by Allegro.pl offered on Allegro;
3. Medallia, Inc., with its registered office at San Mateo, CA, United States, in relation to the survey studies conducted by the Company, using the tools provided by that entity, always basing on adequate legal safeguards, that include but are not limited to the standard contractual clauses in respect of the transfer of personal data to processors that have their registered offices in third countries, as approved by European Commission. You can receive copies of such clauses from the Company by writing us at: [iod@allegro.pl](mailto:iod@allegro.pl).
4. Khoros, LLC. based in San Francisco, USA, in connection with Users using the Community service, available at [www.spolecznosc.allegro.pl](http://www.spolecznosc.allegro.pl), dedicated to the exchange of knowledge and mutual assistance between its members.

## Part VIII.

All data collected by Allegro.pl are protected using reasonable technical and organisational measures and security procedures in order to protect them against unauthorised access or unauthorised use. Entities affiliated with Allegro.pl, trusted partners and third-party service providers manage data in accordance with security and privacy protection requirements.

## Part IX. Data retention period

1. We retain your personal data during the term of our agreement with you and also thereafter for the following purposes:
  - to assert claims in relation to the agreement performance,
  - to perform obligations resulting from law, including in particular tax or accounting regulations;
  - to prevent misuse and fraud,
  - statistical and archiving purposes,for no more than 6 years from the end of the year in which the agreement was terminated; where the transaction was made without prior registration or account, for no more than 2 years from the sale agreement conclusion date which takes place as a result of making a transaction without the need to register and have an account on Allegro beforehand.
2. We store your personal data for marketing purposes during the agreement term or until you file an objection against such processing, whichever is earlier.
3. When organizing loyalty programs, competitions and promotional campaigns in which you may participate – we will process your data for the duration of those programmes, competitions or campaigns and the period of evaluation and handing the rewards.
4. To ensure accountability, i.e. to demonstrate that the regulations concerning personal data processing were complied with, we will retain the data for a period during which Allegro.pl is required to store the data and documents that contain such data, to document the fulfilment of legal requirements and to enable an audit of their fulfilment by a public authority.
5. If we support you so that you obtain a loan, we will retain your data for that purpose for as long as you applied for that loan.

## Part X. Amendments to provisions

If necessary, Allegro.pl may amend this Privacy Protection Policy. In such a case, the provisions of Article 14 item 1 and 2 of the Allegro User Agreement shall apply accordingly.

## Part XI. Contact details

For more information on the processing of your personal data and to get answers to questions concerning Privacy Policy please contact our data protection officer. The contact details are below:

e-mail address: [iod@allegro.pl](mailto:iod@allegro.pl),

mailing address: Inspektor Ochrony Danych Allegro.pl sp. z o.o., ul. Grunwaldzka 182, 60-166 Poznań.

[appendix no 5 privacy protection policy pdf](#)

# Appendix No. 6

## Appendix No. 6. Junior account principles

1. Natural persons aged at least 13 but younger than 18, and who may be Users, should complete the appropriate form in order to make the Registration, in which in addition they must provide their date of birth.  
  
2. During the Registration, the Junior Account User must declare that they obtained consent of their legal guardian to conclude agreements on Allegro.
2. The Account of such User shall be highlighted using a special icon visible to all Allegro visitors.
3. The Junior Account User or persons required by law or agreement to supervise them shall be held liable for actions of the Junior Account User on Allegro, in particular they shall be held fully liable for damage caused to Allegro.pl and third parties.
4. The Junior Account User shall not have access to all services offered on Allegro, in particular the Junior Account User:
  - a. may not use the following service:
    - Sales Manage;
    - Allegro Shop;
  - b. may not enable the option of receiving invoices for services provided on Allegro;
  - c. may not buy or sell Items in Transactions listed in the following categories:
    - Real Estate;
    - Erotica;
    - Cars;
    - Motorcycles;
    - Other Vehicles and Boats;
    - Tobacco products;
    - Weapons;
    - Airguns;
    - Wines;
    - Conducted electrical weapon;
    - Pepper gases;

- Fireworks;
  - OTC drugs.
5. In the case of fees and commissions charged for using Allegro, in a current settlement period, i.e. in a particular calendar month, the negative balance of the Junior Account User in the settlement account must not exceed PLN 50.
6. The restrictions on Junior Account referred to in sections 5 and 6 above shall be lifted:
- a. automatically, when the Junior Account User has reached 18 years of age,
  - b. upon the Junior Account User's written request, after reaching the age of majority in other cases provided for in law.

[appendix no 6 junior account principles pdf](#)



# Appendix No. 7A

## Appendix No. 7A: Terms and Conditions of PayU Service

### ARTICLE 1. TERMS AND CONDITIONS OF SERVICE PROVISION

These Terms and Conditions of PayU Service, hereinafter referred to as "Terms and Conditions", lay down the terms of payments made by Buyers who conclude Transactions exclusively on Allegro. Payment methods for Transactions concluded in Allegro.pl online services outside Poland are set out in separate terms and conditions of such service.

#### 1.1. Information on the PayU service provider

The entity providing the payment service, hereinafter referred to in these Terms and Conditions as "PayU Service", to Users shall be PayU S.A. with the registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, entered into the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS no. 0000274399, share capital of PLN 4,944,000, paid in full, tax ID No. (NIP): 779-23-08-495, hereinafter referred to as "the Payment Operator". During the provision of PayU Service, the Payment Operator shall act as the provider of payment services within the meaning of the Act on Payment Services of 19 August 2011, hereinafter referred to as "the Act". The Payment Operator shall be supervised by the Polish Financial Supervision Authority. The Operator has been entered into the register of national payment institutions kept by the Polish Financial Supervision Authority under No. IP 1/2012.

#### Overview of major features of the PayU Service

1.2. PayU Service is a payment service as defined in the Act in the scope in which the Payment Operator accepts cash payments made by the Buyer via available payment channels to pay for Items, which are recorded in the settlement tool maintained by PayU for the Seller. The aforementioned payments shall be transferred upon a monetary obligation arising from agreements concluded between Sellers and Buyers in Transactions. Transactions in categories listed in Part III of Appendix No. 4 (Sale commissions) which are not subject to a success fee shall not be processed via PayU Service.

1.3. PayU Service for Users that includes the payment service referred to in Article 1.2. shall be provided under a framework agreement within the meaning of the Act, the provisions of which have been presented in these Terms and Conditions.

1.4. The PayU Service provision agreement (the framework agreement) on the terms set out in these Terms and Conditions shall be concluded upon the conclusion of the agreement on the provision of the service by Allegro.pl on Allegro pursuant to the Allegro User Agreement.

1.5. The agreement on the provision of PayU Service to Users shall be concluded for the term of the agreement on the provision of the service by Allegro.pl on Allegro pursuant to

the Allegro User Agreement, referred to in Article 2.5. of the Allegro User Agreement. The agreement on the provision of PayU Service shall be terminated with immediate effect if – as a result of the verification procedure described in Article 2, and later during the term of the agreement, in accordance with the Act on Counteracting Money Laundering and Terrorist Financing (as regards the conclusion of agreements with politically exposed persons) – the provision of PayU Service becomes conditional upon obtaining the approval of the senior management of the Payment Operator and such consent is not given as a result of the application of the procedures resulting from the aforementioned Act.

1.6. The text of the framework agreement referred to in Articles 1.3. and 1.4. is available at <https://allegro.pl/regulamin/pl/artykul/appendix-no-7a-bEVbAwD7Btz> in a manner that enables its recording and unchanged reproduction of the data stored.

1.7. Users shall not be required to open a bank account to be able to access and use PayU Service, and any transactions performed in such account shall not be considered bank operations as defined in the Banking Law.

1.8. As part of PayU Service:

a. Buyers can pay for Items and other services offered on Allegro via payment channels that have been made available by the Payment Operator and are supported by payment service providers with the use of e.g.:

- a payment card accepted by a bank or acquirer that cooperate to provide PayU Service – in the case of payments for Items in selected categories,
- other payment methods offered by the Payment Operator.

b. Users can make disbursements upon their order by bank transfer into a bank account indicated by the Seller or an account maintained for the Seller in a different payment institution, in accordance with the provisions set out in Article 5.1.

c. paying fees and charges due to Allegro.pl for the services provided as part of Allegro, if Allegro.pl makes such functionality available.

1.9. To provide PayU Service, the Payment Operator shall use services offered by specialised financial institutions chosen with due diligence.

1.10. PayU Service can be provided to Users who have equipment enabling them to access the Internet, including software to browse through online resources, and a account maintained by a bank or a financial institution with its registered office in one of European Union Member States or in an country respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

1.11. In the case of any references herein to a time limit expressed in business days, “business day” shall mean a day other than Saturday and a public holiday.

1.12. Any financial transactions relating to PayU Service shall be made in the Polish currency or in a different currency supported by the Payment Operator.

1.13. Subject to Article 1.8.c, PayU Service must not be used for any payments other than payments of Buyers' financial obligations resulting directly from agreements made in Transactions, and disbursements made pursuant to Article 5.

### **The Payment Operator's liability**

1.14. The Payment Operator shall be held liable for the failure to perform or undue performance of payment transactions under the terms and conditions specified in the Act, including Articles 144-146 thereof.

1.15. The Payment Operator shall not be held liable for any delays in transferring due funds to the bank account or address indicated by the User under the rules specified in Article 5 due to the failure to provide data or due to the provision of inaccurate or incomplete data by the User, which renders it impossible to make a disbursement as ordered by the User.

1.16. The Payment Operator shall not be a party to the agreement between the Buyer and Sellers and shall not be held liable for undue performance or failure to perform any agreements entered into by Users, except for actions related to PayU Service. In particular, the Payment Operator shall not be held liable for Sellers' ability to conclude and perform agreements on the sale of goods or services, or for Buyers' solvency.

### **PayU Service progress statuses**

1.17. Information on the status of PayU Service and information required to identify the User's payment transactions and disbursements ordered in the manner referred to in Article 5 shall be available in the User's Account and also sent by the Payment Operator to the e-mail address provided by the User. The aforementioned information shall be made available in a manner that enables the Seller to record and reproduce such information in an unchanged form.

### **Unauthorised payment transactions**

1.18. To prevent any unauthorised payment transactions, the User must not disclose their identification data (username, password) to any third parties.

1.19. The User shall immediately report to the Payment Operator any loss or unauthorised use of their identification data enabling the placement of a payment order. Such reports should be made in the manner referred to in Article 1.20. within the period of 13 months from the date of performing unauthorised or unduly performed payment transactions or from the date on which a payment transaction was to be performed. If the User fails to make the report within the aforementioned time limit, the User's claims against the Payment Operator concerning unauthorised, not performed or unduly performed payment services shall expire.

## **Contact with the Payment Operator**

1.20. The Payment Operator shall communicate with Users in the Polish language. This language shall be used to draft all the documents establishing relations between Users and the Payment Operator.

1.21. Any User's correspondence addressed to the Payment Operator must be sent in the written form to the Payment Operator's address or electronically at [allegrosupport@allegro.pl](mailto:allegrosupport@allegro.pl). Any correspondence should contain at least the User's name on Allegro and description of the issue. Electronic correspondence, as a rule, shall be via the e-mail address assigned to a given User's Account.

1.22. Upon the User's request submitted in the manner referred to in Article 1.20., these Terms and Conditions shall be provided by the Payment Operator in written (paper) form.

## **Costs of using PayU Service**

1.23. The User shall not bear any additional cost of the provision of PayU Service by the Payment Operator, except for separate disbursement orders in a special form specified in Articles 5.6. and 5.7. and the cases of the Seller verification using a foreign currency, described in Article 2.4. of the Terms and Conditions. Remuneration due to the Payment Operator for the provision of PayU Service shall be settled pursuant to a separate agreement concluded between Allegro.pl and the Payment Operator. The User shall bear fees related to the provision of PayU Service pursuant to agreements concluded by the User with payment service providers (a bank, a payment institution or an acquirer) and shall bear the costs of the transmission of data related to the use of PayU Service via the Internet.

1.24. Each User shall have constant access in their Account on Allegro (in "Allegro Finance" tab) to the electronic statement of transactions for the User related to PayU Service; however, after the period of 60 days, the User may access the data in an electronic form only upon a written request submitted to the Payment Operator, subject to Article 4.4.

## **ARTICLE 2. VERIFICATION PROCEDURE**

### **Verification procedure**

2.1. The User acknowledges that PayU Service involves the verification of financial credibility pursuant to Article 10 of the Act and consequently the principles of payment processing may vary due to, and certain terms of service provision may depend on, the risk group to which the User has been assigned. The Payment Operator shall analyse the risk of processing payments on the basis of data available when providing the PayU Service. In justified cases, the Payment Operator shall reserve the right to deny processing a certain payment, particularly if the Payment Operator reasonably suspects that the transaction paid for or the payment itself may be illegal. The Payment Operator shall not be held liable for damage suffered by the User due to the denial referred to in the preceding sentence.

2.2. The Payment Operator reserves the right to discontinue the provision of PayU Service for the User if the User's Account has been blocked or actions referred to in Articles 2.13 or 8.2. of the Allegro User Agreement have been taken. The Payment Operator may also block the settlement tool in the following circumstances:

- a. a change in the User's data, in particular of their bank account number or the number of an account maintained for the Seller in a different payment institution which has been indicated by the User as relevant for disbursements,
- b. invalid or incorrect data necessary to process a payment order,
- c. as a result of a notice or decision of a competent authority,
- d. suspicion of money laundering. In such a case, the Payment Operator shall notify the General Financial Information Inspector (GIIF) and then proceed as per GIIF's instructions.
- e. if the Payment Operator itself has reasonable concerns about the security of the Account or a Transaction.

2.3. The User acknowledges that payment instruments (in particular a payment card) may be used exclusively by their authorised holder, i.e. a person authorised to use an instrument under an agreement with its issuer. All confirmed law violations shall be reported to competent law enforcement authorities.

2.4. The User shall undergo the identification process referred to in the Act on Counteracting Money Laundering and Terrorist Financing, as amended, hereinafter referred to as "User Identification". For this purpose, the User shall transfer to the bank account indicated by the Payment Operator the amount of PLN 1.01 from the User's bank account referred to in Article 5.2. This amount shall be reimbursed in full by the Payment Operator to the User's bank account from which it was transferred, or it shall be added to the amount of the first disbursement referred to in Article 5. In exceptional cases the Payment Operator can make available to the User a bank account to make transfer in other currency than Polish zlotys and specify different amount of transfer than indicated above. In such situation, the transfer amount shall be reimbursed to the User at their explicit request in the manner specified in Article 7.2. below. The Payment Operator may also carry out the User Identification process applying a different procedure provided for in law. This Article shall apply accordingly to a change of the bank account referred to in Article 5.2. by the User.

2.5. The User shall comply with applicable provisions of law and the rules and procedures set out by the Payment Operator to ensure compliance with law and principles established by respective payment card associations.

## **ARTICLE 3. PAYU SERVICE FOR BUYERS**

### **Specific terms of the provision of PayU Service for Buyers**

3.1. When providing PayU Service for the Buyer, the Payment Operator shall transfer the funds received to the Seller by booking them in the settlement tool. PayU Service for the Buyer shall be provided not later than until the end of the next business day following the day when the Payment Operator receives a payment order from the Buyer. The time of receiving a payment order by the Payment Operator shall be the time of crediting the Payment Operator's bank account with the Buyer's payment for an Item. The Buyer may not withdraw a payment order after it has been received by the Payment Operator.

3.2. The Payment Operator shall provide PayU Service on the basis of a payment order placed by the Buyer using the order form in which the Buyer indicates the Seller (the Buyer may place several orders at the same time by indicating several Sellers), the amount of payment and the legal basis for the payment. If the Payment Operator does not receive any payment order within a maximum period of 10 days after placing the payment order, the order shall be assigned the "cancelled" status.

3.3. In PayU Service, the Payment Operator offers to Buyers the following payment channels supported by providers of payment services:

- a. electronic transfers, including non-cash payments;
- b. traditional non-online transfers or other electronic transfers,
- c. payments by payment cards, including non-cash payments by payment cards licensed by banks to make online transactions, in the case of payments for Items in selected categories,
- d. other payment options made available by the Payment Operator that allow Buyers to settle their financial obligations with Sellers.

3.4. The relevant bank, the acquirer or the Payment Operator may impose on a particular Buyer minimum and maximum amounts of transactions made via PayU Service.

3.5. In addition, PayU Service enables the Buyer to:

- a. store and change their personal data and address details;
- b. save the previously used payment option;
- c. access the history of payments made to Sellers;
- d. access payment statuses ("started", "cancelled", "ended");
- e. define payment channels and store such data in the system to facilitate payments for the Buyer. This option shall be available only to Buyers who completed the registration referred to in Article 3.7;
- f. order the payment of an additional amount if the amount already paid to the Seller has not complied with the Item purchase costs agreed with the Seller.

## **ARTICLE 4. TERMS OF DISBURSEMENTS**

### **Specific terms of the provision of PayU Service for Sellers**

4.1. When providing PayU Service to the Seller, the Payment Operator shall manage a settlement tool for the Seller and, upon the Seller's order, shall initiate a transfer of funds accrued therein to the bank account or an account maintained for the Seller in a different payment institution indicated by the Seller or shall initiate the disbursement of the funds by postal order under the terms provided for in Article 5.5.c. As part of PayU Service, the Payment Operator shall receive in the Seller's settlement tool payments made by Buyers in connection with Transactions concluded on Allegro.

4.2. In addition, PayU Service enables Sellers to:

- a. access the history of credited payments made by Buyers;
- b. refund amounts paid by the Buyer, where such refund may be ordered within 12 months from the date of making the payment. The refund is proceeded on conditions that there are sufficient funds in the settlement tool corresponding to the amount of requested refund.

4.3. If the User fails to fill in or only partially fills in the configuration form referred to in Article 5.3. or if User identification is not possible, the Seller must not claim that the Buyer has not paid for an Item if funds transferred by the Buyer to the Seller as a payment for the Item have been fully booked in the settlement tool.

4.4. The Seller who has filled in the configuration form in "Allegro Finance" section on Allegro correctly and in full shall have access to the electronic statement of payment transactions for a period longer than the one indicated in Article 1.24, however, not longer than 12 months from their making, but must generate such statements by themselves. After the 12-months' period, the User may obtain the aforementioned data in an electronic form only upon a written request submitted to the Payment Operator.

## **ARTICLE 5. TERMS OF DISBURSEMENTS**

### **General terms of disbursements**

5.1. In PayU Service, the Payment Operator shall provide the User with a limited functionality payment instrument that enables the User to transfer the funds booked in the User's settlement tool to the bank account or an account maintained for the Seller in a different payment institution.

### **The time the disbursement order is received by the Payment Operator**

5.2. The Payment Operator shall disburse funds booked in the User's settlement tool not later than until the end of the next business day following the day when the Payment Operator receives the disbursement order from the User. A disbursement order shall be deemed received:

- a. when the Payment Operator receives an order placed by the User — in the case of payouts on demand. The User may not withdraw a payment order after it has been received by the Payment Operator;
- b. at the beginning of the day indicated by the User in the configuration form — in the case of automatic payouts. The User may withdraw their order of recurring disbursement not later than until the end of the business day preceding the disbursement date indicated by the User in the recurring disbursement order.

If the Payment Operator receives the disbursement order on a day that is not a business day for the Payment Operator, such order shall be deemed to have been received on the first business day after that day.

### **Scope of information necessary to make a disbursement**

5.3. In order to make the disbursement referred to in Article 5 the User should fill in the configuration form available on Allegro pages in “Allegro Finance” section. When filling in the configuration form, the User shall provide the following data: their name and surname, address, e-mail address, phone number, the IBAN bank account number (for numbers commencing with a prefix other than PL – including the correct SWIFT code) or the account identifier for accounts maintained on behalf of the Seller in another payment institution, to which funds accrued in the settlement tool are to be transferred. The above User’s data should comply with the data of the holder of the bank account, or, respectively, the holder of the account maintained with a different payment institution, from which a payment related to the User Identification will be made. In the case of Junior Account, it is possible to provide in the aforementioned form the data of a legal guardian of the Account User. In the case of Business Account, the User should provide official personal ID number (PESEL) or, if no such number is available, the date of birth and the number of the identity card of the person authorised to represent the User.

5.4. The disbursement referred to in Article 5 shall produce legal effects for the User if correct credentials (username and password) have been entered when configuring a bank account or an account in a different payment institution in the Seller’s Account.

### **Frequency of disbursements**

5.5. When using the payment instrument referred to in Article 5.1., the User may order a disbursement:

- a. to a bank account in the IBAN format with the PL prefix and to an account maintained for the Seller in a different payment institution holding settlement accounts in the IBAN format with the PL prefix:
  - i. as a one-time disbursement (disbursement on demand);
  - ii. as a recurring disbursement (automatic disbursements; when placing an order for automatic disbursements, the User defines the frequency thereof, selecting a daily, weekly or monthly payout schedule, and indicating the day of the week of order



execution (from Monday to Friday). An automatic disbursement can be processed if the amount in the settlement tool is at least PLN 20 on the day indicated in the automatic disbursement order.

b. to a bank account in the IBAN format with a prefix other than PL and to an account maintained for the Seller in a different payment institution holding settlement accounts in the IBAN format with a prefix other than PL:.

- i. as a recurring disbursement (automatic disbursements); such an order shall be accepted for processing on the first day of the month for amounts below the equivalent of PLN 100, and on the first day and fourteenth day of the month for amounts higher than the equivalent of PLN 100 (if the 1st or the 14th day of the month is Saturday or Sunday or a public holiday, the disbursement order shall be processed on the next business day). Such an order shall also be accepted for processing on any day if the amount in the settlement tool is equal at least equivalent of PLN 10,000.

The User may place a separate order of disbursement to accounts indicated in this letter b, upon agreeing first with the Operator the fee for such order to be paid by the User.

c. by postal order on condition that the amount of such funds does not exceed PLN 800. Such orders shall be accepted and processed on the first day of the month. If the first day of the month is Saturday or Sunday or a public holiday, the disbursement order shall be processed on the next business day. The User may place a separate order of disbursement by postal order at the time different than indicated above, upon agreeing first with the Operator the fees for such order to be paid by the User.

5.6. A disbursement by the User of funds booked in the settlement tool to accounts defined in Article 5.5(b) shall be conditional upon:

a. the User's bank providing the possibility of settling disbursements in a currency made available by the Payment Operator and, if such bank does not settle payments in a currency made available by the Payment Operator, the Payment Operator shall not be able to disburse the funds until the User changes the account to an account in a bank that settles transactions in a currency supported by the Payment Operator; and

b. the account defined in Article 5.5(b) being maintained by a bank or a financial institution with its registered office in one of European Union Member States or in a country respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

### **Disbursement Withholding cases**

5.7. In connection with the agreement concluded by and between the Seller and Allegro.pl on the basis of the Allegro User Agreement, the Payment Operator, in the case of receiving such an order from Allegro.pl, is entitled to temporarily withhold the disbursement of the

funds recorded in the settlement tool maintained for Sellers operating in the form of a Business Account (hereinafter "Disbursement Withholding") who meet the following criteria:

- a. they have been qualified to the group of Sellers whose Transactions involve a higher risk level, on the basis of the qualification conducted in accordance with the parameters indicated in Article 5.11 below, or
- b. they conduct activity as part of a Business Account as an entity whose registered office, registered business or actual place of business are outside the European Economic Area. In relation to those Sellers, as regards disbursements, the provisions of Article 5.14(b) below shall always apply.

A Disbursement Withholding shall be carried out by the Payment Operator at the order of and on the basis of the information provided by Allegro.pl.

5.8. Transactions involving a higher risk level shall mean the Transactions in which there is a higher probability that Buyers would request the payment of compensations under the Buyer Protection Programme in accordance with the provisions of Appendix No. 9 to the Allegro User Agreement (hereinafter: "Potentially Risky Transactions").

**Disbursement Withholding criteria.**

5.9. Subject to Article 5.12 below, Disbursement Withholding relates to Sellers' Accounts in which the turnover for all of them jointly from Listings in the "Telephones and accessories" category exceeded PLN 600,000 (six hundred thousand zloty) in the last 6 months counted from the last day of the month preceding the date of the qualification for Disbursement Withholding. Moreover, for Disbursement Withholding may also qualify those Sellers who meet, jointly in all their Business Accounts and regardless of the type of category in which they make sales, one of the following conditions:

- a. at least 25% of the value of Transactions made within 60 calendar days preceding the date of the qualification for Disbursement Withholding come from Listings for which the declared Item delivery time as at the date of concluding the agreement with the Buyer for the Listing exceeds 7 business days;
- b. the number of Discussions ended as unresolved for the Seller, who, in the last 60 days, concluded more than 1000 agreements with Buyers as part of Listings, has exceeded 0.2% of the number of all agreements concluded at that time as part of Listings. If, in the last 60 days, the Seller concluded less than 1000 agreements as part of Listings, the number of Discussions ended as unresolved in this period has exceeded two;
- c. the number of Discussions opened by Buyers within 60 calendar days preceding the date of the qualification for Disbursement Withholding exceeds 10 and, at the same time, for more than 10% of them the Seller has not given their response and has not presented exhaustive explanations within 24 hours from being accused of any misconduct by the Buyer, with Saturdays, Sundays and other public holidays being excluded from such response time;

d. in the period of 60 days immediately preceding the Disbursement Withholding, Allegro.pl, on the basis of the Allegro User Agreement, restricted temporarily the Seller's access to particular services provided as part of Allegro or suspended, for a definite or indefinite time, one, several or all Accounts of the Seller on Allegro pursuant to Articles 2.13 and 8.4 of the Allegro User Agreement;

e. the Seller's average rating on the date of the qualification for Disbursement Withholding is below 4.900 (four and nine tenths).

### **Description of the Disbursement Withholding qualification procedure**

5.10. The qualification by Allegro.pl to the group of Sellers whose Transactions on Allegro are Potentially Risky Transactions shall be made on each first Wednesday of the month; however, if this day is a public holiday, the qualification shall be made on the next business day. Subsequent qualifications of a given Seller who has met the conditions specified in Article 5.9 shall be made in three-month intervals, counting each time from the date of the previous qualification for Disbursement Withholding. In the event when, after the lapse of the 3-month period indicated above, the Seller does no longer meet the conditions specified in Article 5.9, all the Seller's Accounts on Allegro shall be excluded from the group of Sellers whose Transactions are subject to Disbursement Withholding. In the event when, after the lapse of the 3-month period indicated above, the Seller does no longer meet the conditions specified in Article 5.9, all the Seller's Accounts shall be excluded from the group of Sellers whose Transactions are subject to Disbursement Withholding, and the funds booked after this time shall not be subject to Disbursement Withholding.

5.11. If the Seller holding several Accounts is qualified to the group of Sellers pursuant to Articles 5.7. and 5.9., then the Disbursement Withholding for the funds booked in the settlement tool maintained for this Seller shall be made in all Accounts of such Seller. Similarly, if the conditions set out in Article 5.9. are terminated, the release of Disbursement Withholding shall be made in all Accounts of such Seller.

5.12. Disbursement Withholding for funds booked in the Seller's settlement tool may be applied:

a. in the case of Sellers whose Transactions have been classified as Potentially Risky Transactions — maximally for the period which is the sum of the delivery time resulting from Listings of such Sellers and additional 7 calendar days, where this period may not exceed 45 days in total counted from the date of booking the funds in the Seller's settlement tool. The delivery time indicated in Listings shall mean the time counted in business days specified in the Seller's Listing in the "Delivery and payment" tab. If a Transaction covers more than one Listing of the Seller, the period indicated in the preceding sentence shall be counted according to the longest delivery time;

b. in the case of the Sellers referred in Article 5.7.b) above, with the registered office, registered business or actual place of business outside the European Economic Area, regardless of the classification of their Transactions as Potentially Risky Transactions —

maximum up to 45 days from the date of booking the funds in the settlement tool of such Seller, where, in justified cases, this period may be reduced.

5.13. The Payment Operator may at the Buyer's request reimburse to the Buyer the funds obtained from a Transaction subject to Disbursement Withholding, having met all the following conditions:

a. The Buyer has notified Allegro.pl of missing delivery of the Item in the Transaction subject to Disbursement Withholding, and

b. The Seller has not documented the fact of the fulfilment of the agreement concluded as part of the Transaction subject to Disbursement Withholding, although they received the request to do so from Allegro.pl and have not given response within 24 hours from the request, with Saturdays, Sundays and other public holidays being excluded from such response time. The fact of the fulfilment of the agreement concluded with the Buyer may be documented by the Seller in particular by sending to Allegro.pl a copy of the proof of the Item shipment, and

c. The Seller is subject to a temporary restriction or suspension of access to particular services provided on Allegro pursuant to Articles 2.13 and 8.4 of the Allegro User Agreement and they are informed of the same by Allegro.pl by separate correspondence.

#### **Paying the fees due to Allegro.pl**

5.14. By accepting the Allegro User Agreement, the Seller who conducts activity as part of a Business Account as an entity whose registered office, registered business or actual place of business is outside the European Economic Area, shall authorise Allegro.pl to submit to the Payment Operator the order to pay from the Seller's settlement tool any fees and commissions due to Allegro.pl for the use of Allegro referred to in Appendix No. 4 to the Allegro User Agreement as soon as possible after the occurrence of the event resulting in the obligation to pay the aforementioned fees and commissions. The charged amount shall each time correspond to the current amounts due to Allegro.pl indicated in the Account and the Seller may not claim reimbursement of such amount within the meaning of Articles 47 and 48 of the Act. If the Seller withdraws the authorisation referred to in the preceding sentence, re-authorisation shall be granted exclusively via electronic mail and not through reacceptance of the Allegro User Agreement which would be carried out after the withdrawal of the authorisation.

## **ARTICLE 6. PRIVACY AND CONFIDENTIALITY**

### **Rules of personal data protection for Users using PayU Service**

6.1. Allegro.pl shall disclose personal data of Users, such as name, surname, residence address, username, e-mail address and phone number, to the Payment Operator to make it possible for the Payment Operator to provide PayU Service and to fulfil its obligations provided for in applicable law.

6.2. Personal data disclosed to the Payment Operator shall be the data necessary to provide PayU Service and fulfil obligations related to the provision thereof (i.e. such data as name, surname, street address, postal code, town/city, e-mail address, phone number, disbursement account number).

6.3. In the case of Users' personal data disclosed by Allegro.pl to the Payment Operator, apart from Allegro.pl., also the Payment Operator is the controller of such personal data within the meaning 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), hereinafter referred to as "GDPR".

6.4. Users' personal data disclosed by Allegro.pl to the Payment Operator shall be processed pursuant to law, including, but not limited to, the GDPR, the Act on Providing Services by Electronic Means of 18 July 2002 and the Act.

6.5. The Payment Operator shall exercise due diligence when selecting and using appropriate technical and organisational measures ensuring the protection of processed data, including IT security measures (e.g. data encrypting systems). The Payment Operator shall protect data against their disclosure to unauthorised persons as well as against other cases of their disclosure, loss, destruction, unauthorised modification and illegal processing. The Payment Operator shall exercise permanent control over data processing and shall restrict access to data to the maximum possible extent, granting appropriate authorisations only when it is necessary to provide services in a proper manner.

6.6. The Payment Operator shall ensure that the Users whose personal data have been disclosed to it by Allegro.pl will be able to exercise their rights under the GDPR. The User has the right to access their data, the right to rectify data, the right to restrict their processing, the right to object to their processing, the right not to be subject to automated decisionmaking, including profiling, the right to data portability and the right to erase data.

6.7. Personal data of the Users whose personal data have been disclosed by Allegro.pl to the Payment Operator may be made available:

a) to entities authorised to receive such data under applicable law, including competent judicial authorities, in particular as part of fulfilling the Payment Operator's obligations provided for in applicable laws and related to the provision of PayU Service by the Payment Operator;

b) depending on the payment method selected by the User, such personal data may be made available to: banks, payment institutions, lending institutions, payment card associations, payment schemes) in order to provide PayU Service;

c) in addition, to entities that support the activities of PayU, i.e. IT infrastructure providers, providers of payment risk analysis tools;

d) to Sellers to inform them about the status of payment in PayU Service;

e) to Allegro.pl to counter fraud on Allegro.

6.8. Due to the cooperation between the Payment Operator and Allegro.pl and the availability of PayU Service to Allegro Users, Allegro.pl shall have access to the information on PayU Service, in particular the information made available in the Account.

6.9. For more information about the rules of processing Users' personal data by PayU, please refer to PayU's Privacy Policy available [here](#).

## **ARTICLE 7. COMPLAINTS PROCEDURE**

### **Terms of accepting and handling complaints**

7.1. The User may lodge a complaint if the services specified herein have not been performed or their performance is inconsistent with the provisions hereof.

7.2. A complaint may be lodged:

a. in writing to the Payment Operator's address;

b. in an electronic form using the contact form available on Allegro at <https://www.payu.pl/pomoc/kupuje>;

c. by phone: + 48 628 45 05 (calls billed at the rates of the User's provider), from Monday to Friday from 8.00 a.m. to 8 p.m. CET.

7.3. In the case data or information specified in a complaint must be supplemented, before handling the complaint, the Payment Operator shall request the person lodging the complaint to supplement it to the indicated extent.

7.4. The Payment Operator shall handle a complaint within 14 days of its receipt. If handling a complaint requires cooperation between the Payment Operator and the bank which participated in payment processing, this time-limit may be extended by the period necessary to obtain relevant information from the bank, however it may not exceed 35 business days after receiving the complaint. The Payment Operator shall inform the User about the extension of the handling period, indicating the reason for the delay, the circumstances to be clarified and the deadline for the final response.

7.5. PayU shall give its response to a complaint in writing or electronically if the User have agreed to that.

7.6. The User shall cooperate with the Payment Operator to clarify any issues connected with complaints handled by payment card issuers, in particular to provide all the necessary information about the Transaction under which the disputed payment has been made, and, upon each request of the Payment Operator, within 7 days from receiving such request, provide the Payment Operator with copies of documents relating to the Transaction under which the User received a card payment, including: a copy of the confirmation of shipping the Item ordered by the Buyer or the confirmation of the performance of the ordered

service. The User shall retain such documents for the period of at least 24 months from the payment date.

7.7. The User may lodge a complaint with the authority supervising the Payment Operator concerning the Payment Operator's illegal actions.

7.8. If the User does not agree with the settlement of the complaint submitted by the Payment Operator, the User has the right to:

- a) request that the case be considered by the Financial Ombudsman;
- b) lodge a complaint against the PayU decision with the competent supervisory authority, which is the Polish Financial Supervision Authority (KNF);
- c) bring an action against the Payment Operator to a common court of general jurisdiction.

## **ARTICLE 8. TERMS OF PAYMENT PROCESSING IN THE CASE OF SHOPPING WITHOUT REGISTRATION**

### **Payments for shopping "without Registration"**

8.1. This Article provides for special terms of processing payments by the Payment Operator for Users who conclude Transactions without opening an Account, pursuant to Article 2.7. of the Allegro User Agreement. To the extent not specifically provided for in this Article, the remaining provisions of these Terms and Conditions shall apply.

8.2. Payment as defined in this Article shall mean a payment made by the Buyer to the Seller via PayU to satisfy the payment obligation resulting from a Transaction between the Buyer and the Seller, which is a single payment transaction as defined in the Act.

8.3. As part of the Service for Buyers referred to in Article 8.1., PayU shall not maintain any payment account or settlement tool.

8.4. To use PayU Service, the Buyer should provide the following data: their name, surname, street address, postal code, city/town, e-mail address, phone number. In justified cases, PayU shall be authorised to request other data from the Buyer necessary for the Payment risk assessment, except for the data referred to in Article 9 of the GDPR.

8.5. PayU shall provide PayU Service pursuant to the payment order received from the Buyer, which may be placed upon accepting the Allegro User Agreement, including these Terms and Conditions, and upon providing data specified in Article 8.4 above.

8.6. A payment order shall be deemed received by PayU on the day of crediting PayU's bank account with the amount of the Payment. If PayU receives a payment order on the day which is not a business day for PayU, the payment order shall be deemed received on the first business day following that date.

8.7. The Buyer shall be informed about the Payment made by an electronic notice which will make it possible to record the data contained therein.

## **ARTICLE 9. AMENDMENTS TO THE TERMS AND CONDITIONS OF PAYU SERVICE**

### **Rules on amending Terms and Conditions of PayU Service**

9.1. The Payment Operator shall notify the User of any amendments to the framework agreement included in these Terms and Conditions not later than 2 months prior to their proposed effective date. Such information shall be provided on Allegro website in a manner that enables its recording and unchanged reproduction of the data stored or in a written (paper) form, upon the User's request submitted according to the procedure specified in Article.

9.2. If the User does not object to amendments to the framework agreement prior to their effective date by notifying the Payment Operator of the same, it shall be deemed that the User has agreed to such amendments. If the User objects to amendments by writing to the Payment Operator's address but fails to terminate the framework agreement in the manner provided for in Article 9.3., the framework agreement shall expire on the day preceding directly the effective date of proposed amendments.

9.3. Prior to the proposed effective date of amendments, the User may terminate the framework agreement by sending a written declaration of termination to the Payment Operator's address. In such a case, the agreement shall be terminated with immediate effect, however the provision of already initiated PayU Services for Users shall be ended under the terms provided in these Terms and Conditions.

## **ARTICLE 10. MISCELLANEOUS PROVISIONS**

### **Opting out of PayU Service**

10.1. Within 14 days from the conclusion of the agreement referred to in Articles 1.3. and 1.4, the User may withdraw from it without stating any reasons, by sending a relevant statement by e-mail to [allegro@payu.pl](mailto:allegro@payu.pl) or by letter to: PayU S.A. 60-166 Poznań, ul. Grunwaldzka 186. However, if PayU Service is used and completed before the end of this time limit, such payment shall not be refundable. The User acknowledges that PayU Service shall be performed at their request immediately upon concluding the agreement on the provision of this Service.

10.2. The User may terminate the agreement referred to in Articles 1.3. and 1.4 at any time by sending a relevant statement by e-mail to [allegro@payu.pl](mailto:allegro@payu.pl) or by letter to: PayU S.A. 60-166 Poznań, ul. Grunwaldzka 186.

### **Allegro Buyer Protection Programme**



10.3. All Buyers who have made purchases on Allegro using PayU Service shall be protected under the Terms and Conditions of Allegro Buyer Protection Program available at: <https://allegro.pl/regulamin/pl/artykul/appendix-no-9-3GrO8jgZquR>

#### **Reference to Allegro User Agreement**

10.4. In matters not governed herein and as regards defining any capitalised terms used herein, Allegro User Agreement shall apply, unless specified otherwise herein.

#### **Governing law**

10.5. The agreement between the User and Allegro.pl and the agreement between the User and the Payment Operator concerning services provided by the Payment Operator as part of PayU Service on terms set forth herein shall be governed by Polish law.

[Appendix No. 7A: Terms and Conditions of PayU Service - pdf](#)

# Appendix No. 7B to Allegro User Agreement

## Terms and Conditions of Przelewy24 Service

### **ARTICLE 1. TERMS AND CONDITIONS OF SERVICE PROVISION**

These Terms and Conditions provide for the terms and conditions of the provision of payment services within the meaning of the Act on Payment Services of 19 August 2011 (hereinafter referred to as "the Act") by PayPro S.A. to Users on Allegro. In particular, these Terms and Conditions provide for the rules for making disbursements of funds booked in the settlement tool maintained for the Seller by the payment operator under the framework agreement on payment services within the meaning of the Act and the rules for making payments by Buyers, including the entities referred to in Article 2.7. of Allegro User Agreement who do not have an Account, for purchased Items using Przelewy24 Service, which are single payment transactions as defined in the Act.

#### **Information on Przelewy24 Service provider**

1.1. The entity providing the payment service, hereinafter referred to in these Terms and Conditions as "Przelewy24 Service", to Users shall be PayPro S.A. with the registered office in Poznań at ul. Kanclerska 15, 60-327 Poznań, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań – Nowe Miasto and Wilda, 8th Commercial Division of the National Court Register under KRS no. 0000347935, share capital of PLN 4,500,000.00, paid in full, taxpayer's ID No. (NIP): 7792369887, hereinafter referred to as "PayPro". During the provision of Przelewy24 Service, PayPro shall act as the provider of payment services within the meaning of the Act. PayPro may perform activities as part of Przelewy24 Service through an agent within the meaning of the Act, which is: DialCom24 sp. z o.o. with its registered office in Poznań (60-327) at ul. Kanclerska 15, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000306513, taxpayer's ID No. (NIP): 781-17338-52, company statistical No. (REGON): 634509164. PayPro shall be supervised by the Polish Financial Supervision Authority. PayPro has been entered into the register of national payment institutions kept by the Polish Financial Supervision Authority under No. IP 24/2014. The principal place of business is the aforementioned registered office of PayPro S.A., mailing address: ul. Kanclerska 15, 60-327 Poznań; e-mail address: [serwis@przelewy24.pl](mailto:serwis@przelewy24.pl).

#### **Overview of major features of the Przelewy24 Service**

1.2. Przelewy24 Service is a payment service within the meaning of the Act, which consists in:

a. making disbursements of financial resources booked in the settlement tool maintained for the Seller as part of Przelewy24 Service and performing all actions necessary to maintain the settlement tool in which the Seller's payments and disbursements will be booked;

b. performing payment transactions, including the transfer of funds from the Buyer to the Seller;

c. enabling the acceptance of payment instruments and the performance of payment transactions, initiated with the Buyer's payment instrument by the Seller or through it, involving in particular the handling of the acquiring process, sending the Buyer's or the Seller's payment orders to the issuer of the payment instrument or payment systems, in order to transfer to the Seller the funds due to them, except for activities consisting in its settlement and clearing in a payment system within the meaning of the Act of 24 August 2001 on Settlement Finality in Payment and Securities Settlement Systems and on the Principles of Supervising Such Systems.

1.3. The payment service referred to in Article 1.2. above shall be provided, for a specific payment transaction, on condition of the existence of a financial obligation resulting from an agreement concluded between Sellers and Buyers in a Transaction. Payment transactions related to Transactions in categories listed in Part III of Appendix No. 4 (Sale commissions) which are not subject to a success fee shall not be processed via Przelewy24 Service.

1.4. Przelewy24 Service for Sellers that includes the payment service referred to in Article 1.2. shall be provided under a framework agreement within the meaning of the Act (hereinafter "the Framework Agreement"), the provisions of which have been presented herein. Any references herein to a settlement tool shall be understood as references to a tool maintained for the Seller by PayPro for the purpose of Przelewy24 Service, which shall be used solely to record payments from Buyers and disbursements to the Seller.

1.5. PayPro shall complete payment orders of the Buyers referred to in Article 1.2. under an agreement on a single payment transaction within the meaning of the Act. Specific principles concerning the completion of payment orders of Buyers (including Users who do not have Accounts on Allegro) are provided for in Article 6 hereof.

1.6. The Framework Agreement between PayPro and the Seller shall be concluded upon approval of the Terms and Conditions of Przelewy24 Service, where such approval is given by accepting the Allegro User Agreement in connection with the conclusion by the Seller with Allegro.pl of the agreement on the provision of services on Allegro on the terms provided for in the Allegro User Agreement.

1.7. The Terms and Conditions of Przelewy24 Service shall be approved of by expressing consent in the forms made available to Users on Allegro.

1.8. The text of these Terms and Conditions, including the Framework Agreement, shall be available at <https://allegro.pl/regulamin/pl/arttykul/appendix-no-7b-to-allegro-user-agreement-7wAMb8AZWHj>.

1.9. in a manner that enables its recording and unchanged reproduction of the data stored. By accepting these Terms and Conditions, a User agrees that the information contained herein may be posted on the aforementioned website before the conclusion of the

Framework Agreement, thus constituting a draft Framework Agreement made available to each User. The text of the Framework Agreement shall be available on the website throughout its entire term, and this is the way in which it shall be available to Users.

1.10. The access to all features of Przelewy24 Service by the Seller who has concluded the Framework Agreement, in particular the possibility of using the settlement tool, shall depend on the positive outcome of the User Identification and Verification procedure referred to in Article 3 prior to the performance of the first payment transaction, including the making of a verification bank transfer for the purposes of the Identification and Verification process. Until the conditions of using all features of Przelewy24 Service are satisfied, PayPro under the Framework Agreement concluded with the Seller shall grant access only to the feature of conditional acceptance by the Seller of payments from Buyers in the Listings for which Allegro.pl will make available the "Raty Od.Nowa" service and the "Allegro Zapłać Później" deferred payments service. The funds paid in this manner shall be made available and disbursed to the Seller only after the aforementioned conditions of access to all features of Przelewy24 Service are satisfied. In the case when these conditions are not met by the Seller within the time limit specified in the terms and conditions of the "Raty Od.Nowa" service and in the terms and conditions of the "Allegro Zapłać Później" service, these funds shall be refunded to the Buyer, for which the Seller grants their consent by concluding the Framework Agreement with PayPro.

1.11. The Framework Agreement on the provision of Przelewy24 Service for Sellers shall be concluded for an indefinite period, however not longer than the term of the agreement referred to in Article 2.5. of Allegro User Agreement. Termination of the agreement with Allegro.pl referred to in Article 2.5. of Allegro User Agreement shall also result in the termination of the Framework Agreement concluded with PayPro.

1.12. Users shall not be required to open a bank account to be able to use Przelewy24 Service, and any transactions performed as part of Przelewy24 Service shall not be considered bank operations as defined in the Banking Law. Funds booked in the settlement tool maintained by PayPro for the Seller shall not bear interest.

1.13 As part of Przelewy24 Service, it is possible to transfer (disburse), upon the Seller's instruction, funds booked in the settlement tool maintained by PayPro for the Seller by bank transfer to the bank account or the account maintained for the Seller in a different payment institution specified by the Seller, referred to in Article 5.3.

1.14. To provide Przelewy24 Service, PayPro shall use services offered by specialised financial institutions chosen with due diligence.

1.15. Przelewy24 Service can be provided to Users who have equipment enabling them to access the Internet, including software to browse through online resources, and an account maintained by a bank or a financial institution with its registered office in one of European Union Member States or in an country respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

1.16. In the case of any references herein to a time limit expressed in business days, "business day" shall mean any day from Monday to Friday, except for public holidays.

1.17. Any financial transactions relating to Przelewy24 Service shall be made in the Polish currency or in a different currency supported by PayPro.

1.18. Przelewy24 Service shall be used to make payments, particularly payments of Buyers' financial obligations towards Sellers resulting directly from agreements concluded in Transactions, and to make disbursements of funds resulting from concluded Transactions to Sellers pursuant to Article 5.

1.19. Each payment transaction performed as part of Przelewy24 Service shall be assigned a unique payment number, hereinafter referred to as "Payment Identifier".

### **Przelewy24 Service progress statuses**

1.20. Information on the status of Przelewy24 Service and information required to identify payment transactions performed for the Seller and disbursements ordered in the manner referred to in Article 5 shall be available in the User's Account on Allegro and also sent by PayPro through Allegro.pl acting upon the order of PayPro to the e-mail address provided by the User. The aforementioned information shall be made available in a manner that enables the Seller to store and reproduce such information in an unchanged form. When accepting these Terms and Conditions, the User agrees to the method of providing information on payment transactions as described above.

### **Unauthorised payment transactions**

1.21. To prevent any unauthorised payment transactions, the Seller must not disclose their Account access data (username, password) to any third parties, as such data make it possible to use the Account's functionalities, including the placement of orders to disburse funds booked in the settlement tool maintained as part of Przelewy24 Service.

1.22. The Seller shall immediately report to PayPro any loss or unauthorised use of their identification data enabling the placement of a payment order. Such reports should be made in the manner referred to in Articles 1.23. and 1.24. within 13 months from the day on of making unauthorised or unduly performed payment transactions or from the day on which the transaction was to be performed. If the Seller fails to make the report within the aforementioned time limit, the Seller's claims against PayPro concerning unauthorised, not performed or improperly performed payment services shall expire.

### **Contact with PayPro**

1.23. PayPro shall communicate with Users in the Polish language. This language shall be used to draft all the documents establishing relations between Users and PayPro.

1.24. Any User's correspondence addressed to PayPro must be sent in the written form to PayPro's address or electronically at [allegrosupport@allegro.pl](mailto:allegrosupport@allegro.pl), except for complaints and

statements on withdrawal from and termination of the agreement, for which the communications means and form have been described separately in these Terms and Conditions. Any correspondence should contain at least the User's name on Allegro and description of the issue. Electronic correspondence, as a rule, shall be via the e-mail address assigned to a given User's Account.

1.25. Upon the User's request submitted in the manner referred to in Article 1.24., these Terms and Conditions shall be provided by PayPro and Allegro.pl in written form or on other durable medium and, upon the User's request and with their consent, by e-mail.

### **Costs of using Przelewy24 Service**

1.26. The User shall not pay to PayPro any fees for using Przelewy24 Service, except for fees for completing separate disbursement orders in a special form specified in Articles 5.6. and 5.7. Remuneration due to PayPro for the provision of Przelewy24 Service on Allegro shall be settled pursuant to a separate agreement concluded between Allegro.pl and PayPro. The User shall bear fees related to the provision of Przelewy24 Service pursuant to agreements concluded by the User with payment service providers (a bank or an acquirer) and shall bear the costs of the online transmission of data related to the use of Przelewy24 Service.

1.27. The Seller shall have constant access in their Account on Allegro to the electronic statement of transactions for the Seller related to Przelewy24 Service; however, after the period of 60 days, the Seller may access the data in an electronic form only upon a written request submitted to PayPro, subject to Article 4.3.

## **ARTICLE 2. PAYPRO'S LIABILITY**

### **Liability for non-performance or undue performance of a payment transaction**

2.1. If a payment transaction is initiated by the User (acting as a payer, i.e. as the party placing a payment order), PayPro shall be liable to the User for non-performance or undue performance of the payment transaction, unless:

- a. the User has failed to notify PayPro of any unauthorised, not performed or unduly performed payment transactions as part of Przelewy24 Service within the time-limit specified in Article 1.22;
- b. the Payment Identifier provided by the User is incorrect;
- c. the failure to perform or undue performance of payment as part of Przelewy24 Service is due to force majeure only;
- d. the failure to perform or undue performance of payment as part of Przelewy24 Service results from other legal regulations;
- e. PayPro proves that the User's provider received the payment order in paper form and the delay in the performance of the payment order did not exceed one business day.

2.2. In the case of PayPro's liability referred to in Article 2.1., PayPro shall promptly reimburse to the User the amount of the non-performed or unduly performed payment transaction.

2.3. If the payment account of Pay Pro being the Seller's provider has been credited pursuant to Article 54 of the Act, PayPro shall be liable to the Seller for nonperformance or undue performance of a payment transaction. In such a case, PayPro shall immediately make available to the Seller the amount of the payment transaction by booking it in the settlement tool and making it possible to make the disbursement referred to in Article 5 or shall book the appropriate amount in order to bring the balance of funds booked in the Seller's settlement tool to the state that would have existed if non-performance or undue performance of the payment transaction had not occurred.

### **Liability for the correct transfer of a payment order**

2.4. If the Buyer's payment order is initiated by or through the Seller, subject to Article 44(2), Article 143(2) and Article 149 of the Act, PayPro (being the Seller's provider) shall be liable to the Seller for the correct transfer of the payment order to the Buyer's payment service provider pursuant to Article 56 of the Act. If PayPro is liable according to the preceding sentence, it shall immediately transfer the payment order again to the Buyer's provider.

2.5. In the case of a non-performed or unduly performed payment transaction for which PayPro is not liable under Article 2.4 above, the liability to the Buyer shall be borne by their payment service provider. In such a case, the provisions of Article 144(2) of the Act shall apply.

### **Reimbursement of the amount of an unauthorised payment transaction**

2.6. Subject to Article 44(2) of the Act, in the case of an unauthorised payment transaction, the Buyer's payment service provider referred to in Article 6.5 (i.e. the provider of the payment service for the Buyer's payment instrument used in connection with the ordering of a single payment transaction for the Seller), shall immediately—however not later than until the end of the business day following the day on which the unauthorised transaction which debited the payer's account is confirmed, or following the day of receiving the relevant notice—reimburse to the Buyer the amount of the unauthorised payment transaction, except for the case of the existence of justified and duly evidenced grounds to suspect fraud, which shall be notified in writing to the prosecution agencies, and, if the Buyer uses a payment account, bring the debited payment account to the state that would have existed if the unauthorised payment transaction had not occurred.

2.7. The Buyer shall be liable for unauthorised payment transactions up to the equivalent in the Polish currency of EUR 150 determined at the average exchange rate announced by the National Bank of Poland applicable on the transaction date if an unauthorised transaction results from:

a. the use of a payment instrument lost by the Buyer or stolen from the Buyer, or

b. the misappropriation of the Buyer's payment instrument.

Except for the cases when:

c. the Buyer was unable to identify the loss, theft or misappropriation of the payment instrument prior to the making of the payment transaction (unless they acted intentionally) or d. the loss of the payment instrument prior to the payment transaction was caused by the act or omission by an employee, agent or branch of the payer's provider or the entity providing to them technical services supporting the provision of payment services referred to in Article 6(10) of the Act.

2.8. The Buyer shall be held liable for unauthorised payment transactions in their full amounts if the Buyer has caused them intentionally or as a result of the violation of at least one of the obligations referred to in Article 42 of the Act, where such violation is intentional or results from gross negligence.

However, if:

a. the Buyer's provider does not require any strong user authentication, the Buyer shall not be held liable for unauthorised payment transactions, unless they acted intentionally;

b. PayPro, as the Seller's provider, does not accept strong user authentication, PayPro shall be held liable for damages incurred by the payer's provider.

2.9. The Buyer shall not be held liable for unauthorised payment transactions after notifying their payment service provider referred to in Article 6.5 or an entity indicated by such provider of the loss, theft, misappropriation or unauthorised use of a payment instrument or unauthorised access to this instrument, unless the payer has caused the unauthorised transaction intentionally.

2.10. If the Buyer's payment service provider referred to in Article 6.5 fails to provide appropriate means to enable the Buyer to make the notification referred to in Article 2.9 at any time, the Buyer shall not be held liable for unauthorised payment transactions unless the Buyer has caused an unauthorised transaction intentionally.

### **PayPro's actions**

2.11. In the situation when PayPro acts as the payer's provider, that is when, pursuant to an agreement on a single payment transaction with the Buyer's payment service provider or pursuant to the Framework Agreement with the payment service provider, makes a disbursement initiated by the Seller (acting as the payer for the disbursement order), PayPro, irrespective of the liability under Article 144(1) of the Act, upon the payer's request, shall take immediate measures to track the payment transaction and shall notify the payer of their result, where such activities are free of charge for the payer.



2.12. In the situation when PayPro acts as the payee's provider, that is when, pursuant to the Framework Agreement, is the operator of a payment transaction initiated by or through the Seller other than the one referred to in Article 2.11, irrespective of the liability held under Article 145(1) and (3) of the Act, PayPro, upon the Seller's request, shall take immediate efforts to track the payment transaction and shall notify the Seller of their result, where such activities are free of charge for the payee.

2.13. PayPro's liability held under Article 144 and Article 145 of the Act shall also cover fees and interest charged to the User as a result of non-performance or undue, including delayed, performance of a payment transaction by PayPro.

2.14. Pursuant to Articles 47 and 48 of the Act, PayPro shall not be held liable to the Seller for the reimbursement to the Buyer of the amount of an authorised payment transaction initiated by or through the Seller, which has already been carried out, if, at the time of the authorisation, the exact amount of the payment transaction has not been specified and the amount of the payment transaction is higher than the amount that the Buyer could have expected, taking into account the type and value of the Buyer's previous transactions, the provisions of the framework agreement with the Buyer's payment service provider referred to in Article 6.5 and relevant circumstances. PayPro shall bear this liability to the Buyer in the event when PayPro is the Buyer's payment service provider. In this case, the Buyer may request the reimbursement of the amount of an authorised payment transaction from their provider in the full amount of the completed payment transaction.

2.15. In the case referred to in Article 2.14., the Buyer may request the reimbursement of the amount of an authorised payment transaction from their payment service provider within 8 weeks from the date of debiting the payment account and, if the Buyer does not use any payment account, from the date of performing the payment transaction. The Buyer's provider should reimburse the full amount of the payment transaction within 10 business days from the receipt of the reimbursement request, or provide reasons for the refusal to make the reimbursement, indicating the authorities to which the Buyer may make a complaint if they disagree with the presented justification.

2.16. PayPro shall not be held liable for any delays in transferring due funds to the payment account or address indicated by the Seller under the rules specified in Article 4 due to the failure to provide data or due to the provision of inaccurate or incomplete data by the Seller, which renders it impossible to make a bank transfer or postal order.

2.17. PayPro shall not be a party to the agreement between the Buyer and Sellers and shall not be held liable for undue performance or failure to perform any agreements entered into by Users, except for actions related to Przelewy24 Service. In particular, PayPro shall not be held liable for Sellers' ability to conclude and perform agreements on the sale of goods or services on Allegro, or for Buyers' solvency.

2.18. PayPro shall not be held liable for any failure to make or delay in making a disbursement of funds to the Seller's payment account referred to in Article 5.3 due to

reasons arising after the submitting by PayPro of a transfer order to a bank or a payment institution.

2.19. PayPro, to the extent to which it performs acts as part of Przelewy24 Service via the agent referred to in Article 1.1. above, shall be liable for the agent as for its own actions and omissions.

## **ARTICLE 3. IDENTIFICATION AND VERIFICATION PROCEDURE**

### **Verification procedure**

3.1. The User acknowledges that, due to the conclusion of the Framework Agreement concerning Przelewy24 Service and during its provision, PayPro shall carry out the qualification of financial credibility pursuant to Article 10 of the Act, the assessment of the risk of money laundering and terrorist financing, as well as PayPro shall implement security measures required by law, and consequently may vary the principles of payment processing due to, or make certain terms of service provision dependent on, the risk group to which the Seller has been assigned. PayPro shall analyse the risk of processing payments on the basis of data available when providing Przelewy24 Service. In justified cases, PayPro shall reserve the right to deny processing a certain payment, particularly if PayPro reasonably suspects that the transaction paid for or the payment itself may be illegal.

3.2. If the Seller's Account on Allegro website has been blocked or actions referred to in Articles 2.13 or 8.2. of Allegro User Agreement have been taken, the provision of Przelewy24 Service shall be suspended. In addition, PayPro may block a settlement tool in the following circumstances:

- a. the Seller's use of Przelewy24 Service to violate or circumvent law, the principles of fair dealing or these Terms and Conditions;
- b. unauthorised use of Przelewy24 Service by the Seller or a third party acting in concert or with the Seller's expressed or implied consent;
- c. invalid or incorrect data necessary to process a payment order;
- d. as a result of a notice or decision of a competent authority;
- e. suspicion of money laundering. In such a case, PayPro shall notify the General Financial Information Inspector (GIIF) and then proceed as per GIIF's instructions;
- f. offering by the Seller, in Transactions subject to Przelewy24 Service, forbidden or restricted Items without meeting the required conditions referred to in Appendix 1 to Allegro User Agreement.

3.3. The User acknowledges that payment instruments (in particular the payment card) applied to use Przelewy24 Service may be used by:

a. a holder of a payment instrument (including, but not limited to, a payment card), i.e. a natural person, a legal person or other entity, which, under an electronic payment instrument agreement, performs transactions specified in such agreement on their own behalf and for their own account, and

b. a payment card user, i.e. a natural person authorised by the card holder to perform, on behalf of and for the holder, transactions specified in the agreement, whose identification data are stated on the payment card.

3.4. All confirmed law violations related thereto shall be reported to competent law enforcement authorities. Information containing the description of measures that the User should take to securely store the payment instrument should be provided to the User by their payment service provider which makes this payment instrument available to the User.

3.5. The Seller shall undergo the identification and verification process referred to in the Act on Counteracting Money Laundering and Terrorist Financing, hereinafter referred to as "User Identification and Verification". For this purpose, Allegro.pl shall provide PayPro with basic data referred to in Article 7.1. and the Seller should transfer to the payment account indicated by PayPro the amount of PLN 1.01 from the Seller's payment account referred to in Article 5.3. This amount shall be reimbursed in full by PayPro to the Seller's payment account from which it was transferred. PayPro may also carry out extended User Identification and Verification process applying a procedure provided for in law, which enables PayPro to request the Seller, for this purpose, to provide other required identification and verification data. This Article shall apply accordingly to a change of the payment account referred to in Article 5.3. by the Seller.

3.6. The User shall comply with applicable provisions of law, this Framework Agreement, Allegro User Agreement and the principles set out by respective payment card associations.

## **ARTICLE 4. PRZELEWY24 SERVICE FOR SELLERS**

### **Specific terms of the provision of Przelewy24 Service for Sellers**

4.1. When providing Przelewy24 Service to the Seller, PayPro shall maintain a settlement tool for the Seller and, upon the Seller's order, shall initiate a transfer of funds accrued in its payment account and booked in the settlement tool to the bank account or another account maintained for the Seller in a different payment institution indicated by the Seller, referred to in Article 5.3 or shall initiate the disbursement of the funds by postal order under the terms provided for in Article 5.7. As part of Przelewy24 Service, PayPro shall receive and book in the Seller settlement tool payments made by Buyers in connection with Transactions concluded on Allegro.

4.2. In addition, Przelewy24 Service enables Sellers to:

a. access the history of credited payments made by Buyers;

b. refund amounts paid by the Buyer - only on condition of the availability and booking in the Seller's settlement tool of sufficient funds to perform such reimbursement instruction.

4.3. The Seller who has filled in the configuration form on Allegro pages correctly and in full shall have access to the electronic statement of payment transactions for a period longer than the one indicated in Article 1.26, however, not longer than 12 months from their making, but must generate such statements by themselves. After the 12-months' period, the Seller may obtain the aforementioned data in an electronic form only upon a written request submitted to PayPro.

4.4. The Seller may at any time acknowledge the Buyer's complaint and order PayPro to reimburse the payment received. Unless specific provisions provide for otherwise, in particular the provisions of the Act and the provisions on counteracting money laundering and terrorist financing, PayPro shall refund to the Buyer the amount specified by the Seller, subject to the following:

a. such a refund order shall be accepted for performance only if the balance of funds available and booked in the Seller's settlement tool is positive and the funds are sufficient to make the refund;

b. PayPro has the Buyer's data which make it possible to make a refund; if PayPro does not have all the Buyer's data required to make the refund, it may request the Seller to provide such data under the pain of refusing to make the refund.

4.5. PayPro shall make available to the Seller the amount of a received payment transaction by booking it in the settlement tool promptly upon crediting the account of PayPro with the amount, provided that the disbursement of this amount made available is made on the terms set out in Article 5.

## **ARTICLE 5. TERMS OF DISBURSEMENTS**

### **General terms of disbursements**

5.1. As part of Przelewy24 Service, PayPro shall make available to the Seller a system understood as a set of procedures, infrastructure, relations with intermediary institutions organised by PayPro, enabling the Buyer to make payments to the Seller and the Seller to disburse the funds booked in their settlement tool to a payment account maintained by a bank or to an account maintained for the Seller in a different payment institution.

### **The time the disbursement order is received by the Payment Operator**

5.2. PayPro shall disburse funds booked in the Seller's settlement tool not later than until the end of the next business day following the day when PayPro receives a disbursement order from the Seller. A disbursement order shall be deemed received:

a. when PayPro receives an order placed by the Seller — in the case of payouts on demand. The Seller may not withdraw the payout on demand order after it has been received by PayPro;

b. at the beginning of the day indicated by the Seller in the configuration form — in the case of automatic payouts. The Seller may withdraw their order of recurring disbursement tool not later than until the end of the business day preceding the disbursement date indicated by the Seller in the recurring disbursement order.

If PayPro receives the disbursement order on a day that is not a business day for PayPro, such order shall be deemed to have been received on the first business day after that day.

### **Scope of information necessary to make a disbursement**

5.3. In order to make the disbursement referred to in Article 5 the Seller should fill in the configuration form available on Allegro pages. When filling in the configuration form, the Seller shall provide the following data: name and surname, address (company name for Business Account), e-mail address, phone number, the IBAN bank account number (for numbers commencing with a prefix other than PL – including the correct SWIFT code) or the account identifier for accounts maintained on behalf of the Seller in another payment institution to which funds booked in the settlement tool maintained by PayPro are to be transferred. As part of the extended Identification and Verification process for the User referred to in Article 3.5., PayPro may also request other data concerning the Seller. The above Seller's data should comply with the data of the holder of the payment account or, respectively, the holder of the account maintained with a different payment institution, from which a payment related to the Seller Identification and Verification will be made. In the case of Junior Account, it is possible to provide in the aforementioned form the data of a legal guardian of the Account User.

5.4. The disbursement referred to in Article 5 shall produce legal effects if correct credentials (username and password) have been entered when configuring a bank account or an account in a different payment institution in the Seller's Account.

### **Frequency of disbursements**

5.5. As part of the functionality referred to in Article 5.1., the Seller may order a disbursement:

a. to a bank account in the IBAN format with the PL prefix and to an account maintained for the Seller in a different payment institution holding settlement accounts in the IBAN format with the PL prefix:

i. as a one-time disbursement (disbursement on demand);

ii. as a recurring disbursement (automatic disbursements): when placing an order for automatic disbursements, the Seller defines the frequency thereof, selecting a daily, weekly or monthly payout schedule, and indicating the day of the week of order execution (from

Monday to Friday). An automatic disbursement can be processed if the amount in the settlement tool is at least PLN 20 on the day indicated in the automatic disbursement order.

b. to a bank account in the IBAN format with a prefix other than PL and to an account maintained for the Seller in a different payment institution holding settlement accounts in the IBAN format with a prefix other than PL:

i. as a recurring disbursement (automatic disbursements): such an order shall be accepted for processing on the first day of the month for amounts below the equivalent of PLN 100, and on the first day and fourteenth day of the month for amounts higher than the PLN 100 (if the 1st or the 14th day of the month is Saturday or Sunday or a public holiday, the disbursement order shall be processed on the next business day). Such an order shall also be accepted for processing on any day if the amount in the settlement tool is equal at least equivalent of PLN 10,000.

### **Non-standard disbursements**

5.6. Notwithstanding the rule set out in Article 5.1. PayPro, the Seller may place a separate order of disbursement as defined in Article 5.5(b) at a time different than indicated, upon agreeing first with PayPro the fee for such order to be paid by the Seller.

5.7. Notwithstanding the rule set out in Article 5.1., PayPro, upon the Seller's special order, shall make an automatic disbursement of funds booked in the settlement tool by postal order on condition that the amount of such funds does not exceed PLN 800. Such orders shall be accepted and processed on the first day of the month. If the first day of the month is Saturday or Sunday or a public holiday, the disbursement order shall be processed on the next business day. The Seller may place a separate order of disbursement by postal order at the time different than indicated above, upon agreeing first with PayPro the fees for such order to be paid by the Seller.

5.8. A disbursement by the Seller of funds booked in the settlement tool accounts referred to in Article 5.5(b) and Article 5.6. shall be conditional upon:

a. the Seller's bank providing the possibility of settling disbursements in a currency made available by PayPro and, if such bank does not settle payments in a currency made available by PayPro, PayPro shall not be able to disburse the funds until the Seller changes the account to an account in a bank that settles transactions in a currency supported by PayPro; and

b. the account referred to in Article 5.5(b) and Article 5.6 being maintained by a bank or a payment institution with its registered office in one of European Union Member States or in a country respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

5.9. If PayPro charges fees referred to in Articles 5.6. and 5.7., the information containing the statement of such fees shall be available in the Seller's Account. The provisions of Article 1.26 shall apply accordingly to such a statement of fees.

## **Disbursement Withholding cases**

5.10. PayPro, in cases specified in Articles 8.9. and 8.10. of the Allegro User Agreement, may temporarily withhold the disbursement of the funds booked in the settlement tool maintained for the Sellers operating in the form of a Business Account on Allegro ("Disbursement Withholding") who meet the following criteria:

a. They have been qualified by Allegro.pl to the group of the Sellers whose Transactions involve a higher risk level (i.e. for which there is a higher probability that Buyers would request the payment of compensations under the Buyer Protection Programme in accordance with the provisions of Appendix No. 9 to the Allegro User Agreement) on the basis of the qualification procedure carried out in accordance with the criteria provided for in Article 5.11 below or

b. They conduct activity as part of a Business Account as an entity whose registered office, registered business or actual place of business are outside the European Economic Area.

A Disbursement Withholding shall be carried out by PayPro at the order of and on the basis of the information provided by Allegro.pl and shall apply to all Business Accounts of a given Seller.

## **Disbursement Withholding criteria**

5.11. Disbursement Withholding relates to the Seller's Accounts in which the turnover for all of them jointly from Listings in the "Telephones and accessories" category exceeded PLN 600,000 (say: six hundred thousand zloty) in the last 6 months counted from the last day of the month preceding the date of the qualification of the Seller's Account for Disbursement Withholding. Moreover, it is taken into account whether a given Seller, jointly in all their Business Accounts and regardless of the type of the category in which they make sales, has met one of the following conditions:

a. at least 25% of the value of Transactions made within 60 calendar days preceding the date of the qualification for Disbursement Withholding come from Listings for which the Item delivery time declared by the Seller as at the date of concluding the agreement with the Buyer exceeds 7 business days;

b. the number of Discussions ended as unresolved for the Seller, who, in the last 60 days, concluded more than 1000 agreements, has exceeded 0.2% of the number of all agreements concluded at that time. If, in the last 60 days, the Seller concluded less than 1000 agreements, the number of Discussions ended as unresolved in this period has exceeded two;

c. the number of Discussions opened by Buyers within 60 calendar days preceding the date of the qualification for Disbursement Withholding exceeds 10 and, at the same time, for more than 10% of them the Seller has not given their response and has not presented exhaustive explanations within 24 hours from being accused of any misconduct by the

Buyer, with Saturdays, Sundays and other public holidays being excluded from such response time;

d. in the period of 60 days immediately preceding Disbursement Withholding, pursuant to Articles 2.13 and 8.4 of the Allegro User Agreement, the Seller's access to particular services provided on Allegro was restricted temporarily or Allegro.pl suspended, for a definite or indefinite time, one, several or all Accounts of the Seller on Allegro;

e. the Seller's average rating on the date of the qualification for Disbursement Withholding is below 4.900 (four and nine tenths).

### **Description of the Disbursement Withholding qualification procedure**

5.12. The qualification of Sellers' Accounts for Disbursement Withholding shall be made on each first Wednesday of the month; however, if this day is a public holiday, the qualification shall be made on the next business day. Subsequent qualifications of a given Seller who has already been qualified to the group of the Sellers whose Transactions involve a higher risk level shall be made in three-month intervals, counting each time from the date of the previous qualification for Disbursement Withholding, until the moment when, in the subsequent qualification process, it is determined that the Seller no longer meets the Disbursement Withholding criteria.

### **Disbursement Withholding period**

5.13. Disbursement Withholding may be applied for the following period:

a. in the case of the Sellers qualified to the group of the Sellers referred to in Article 8.9.a of the Allegro User Agreement — maximally for the period which is the sum of the delivery time resulting from a Listing and additional 7 calendar days, where this period may not exceed 45 days in total counted from the date of booking the funds in the Seller's settlement tool; the delivery time indicated in a Listing shall mean the sum of the shipment time counted in business days and the longest shipment time counted in business days specified in the "Delivery and payment" tab. If a Transaction covers more than one Listing of the Seller, the Disbursement Withholding period shall be counted according to the longest delivery time;

b. in the case of the Sellers referred in Article 8.9.b of the Allegro User Agreement, i.e. the Sellers with the registered office, registered business or actual place of business outside the European Economic Area, regardless of their potential qualification to the group referred to in a) above — maximum up to 45 days from the date of booking the funds in the Seller's settlement tool, where, in justified cases, this period may be reduced.

5.14. PayPro may at the Buyer's request reimburse to the Buyer the funds obtained from a Transaction subject to Disbursement Withholding, having met all the following conditions:

a. The Buyer has notified Allegro.pl of missing delivery of the Item in the Transaction of the Seller whose Account is subject to Disbursement Withholding, and



b. The Seller has not documented the fact of the fulfilment of the agreement concluded as part of the Transaction within 24 hours from the receipt of the relevant request from Allegro.pl, with Saturdays, Sundays and other public holidays being excluded from such period (the fact may be documented in particular by sending to Allegro.pl a copy of the proof of the Item shipment) and

c. The Seller is subject to a temporary restriction or suspension of the access to particular services provided on Allegro pursuant to Articles 2.13 and 8.4 of the Allegro User Agreement.

### **Paying the fees due to Allegro.pl**

5.15. The Seller who conducts activity as part of a Business Account as an entity whose registered office, registered business or actual place of business is outside the European Economic Area, by accepting the Allegro User Agreement, shall authorise Allegro.pl to submit to PayPro the order to pay from the funds booked in the Seller's settlement tool any fees and commissions due to Allegro.pl for the use of Allegro referred to in Appendix No. 4 to the Allegro User Agreement as soon as possible after the occurrence of the event resulting in the charge of the aforementioned fees and commissions. The charged amount shall each time correspond to the current amounts due to Allegro.pl indicated in the Account and the Seller may not claim reimbursement of such amount within the meaning of Articles 47 and 48 of the Act on Payment Services. If the Seller withdraws the authorisation referred to in the preceding sentence, re-authorisation shall be granted exclusively via electronic mail and not through re-acceptance of the Allegro User Agreement which would be carried out after the withdrawal of the authorisation. The authorisation shall be granted by the Seller on condition that Allegro.pl makes available the feature of collecting fees for using Allegro directly from the payment account maintained by PayPro.

## **ARTICLE 6. PRZELEWY24 SERVICE — SPECIAL TERMS CONCERNING SINGLE PAYMENT TRANSACTIONS FOR BUYERS**

### **Payments for purchased Items by Buyers, including Users who do not have Accounts on Allegro**

6.1. This Article provides for specific terms of processing by PayPro payment transactions for the Seller made by Buyers, including Buyers who do not have Accounts on Allegro, pursuant to Article 2.7. of Allegro User Agreement. To the extent not specifically provided for in this Article, the remaining provisions hereof shall apply. These Terms and Conditions constitute a template agreement on a single payment transaction as defined in the Act.

6.2. An agreement on a single payment transaction concluded with Buyers shall take effect upon the Buyer's selection on Allegro of Przelewy24 Service and the confirmation of the will to use it on the terms provided for herein.

6.3. Payment as defined in this Article shall mean a payment made by the Buyer to the Seller via PayPro to satisfy the payment obligation resulting from a Transaction between the Buyer and the Seller, which is a single payment transaction as defined in the Act.

6.4. As part of Przelewy24 Service, PayPro shall not maintain any payment account or settlement tool for the Buyer.

6.5. The Buyer, as a payer, must have a payment instrument for which the payment service provider is different than PayPro. In particular, the Buyer's provider may be a bank.

6.6. As the Buyer's payment order concerning a payment transaction is transmitted by a payment instrument covered by the framework agreement with the Buyer's provider referred to in Article 6.5., PayPro shall not be obliged to provide or make available information which the Buyer has received or should receive under the framework agreement concerning the payment instrument used.

6.7. To make payments to Sellers using Przelewy24 Service, the Buyer should provide the following data: their name, surname, street address, postal code, city/town, e-mail address, phone number. In justified cases, PayPro shall be authorised to request other data from the Buyer necessary for the payment risk assessment, relevant to the purposes for which they are requested, except for the data referred to in Article 9(1) 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, hereinafter referred to as "GDPR".

6.8. PayPro shall provide Przelewy24 Service pursuant to the payment order received from the Buyer, which may be placed upon accepting the Allegro User Agreement, these Terms and Conditions of Przelewy24 Service, and upon providing data specified in Article 6.7 above. Such a payment order can be submitted by clicking the action box made available on Allegro indicating the intention to submit and authorise such order. Notwithstanding the foregoing, the Buyer shall authorise payment with their provider referred to in Article 6.5. in accordance with the terms of use of the payment instrument used to make the payment.

6.9. A payment order shall be deemed received by PayPro on the day of crediting PayPro's bank account with the amount of the payment. If PayPro receives a payment order on the day which is not a business day, the payment order shall be deemed received on the first business day following that date.

6.10. PayPro must credit the payment account of PayPro being the recipient's (the Seller's) provider, and then book the transaction in the settlement tool, with the amount of a payment transaction initiated by the Buyer not later than until the end of the next business day following the date of the receipt of the respective payment order.

6.11. The Buyer shall be informed about the payment made by an electronic notice sent to the e-mail address provided by the Buyer, which will make it possible to record the data contained therein. Upon accepting these Terms and Conditions, the Buyer agrees to the method of providing information on individual payment transactions as described above.

6.12. As part of a single payment transaction, the Buyer shall not pay to PayPro any fees for the use of Przelewy24 Service on Allegro

## **ARTICLE 7. PRIVACY AND CONFIDENTIALITY**

### **Rules of personal data protection for Users using Przelewy24 Service**

7.1. Allegro.pl shall disclose to PayPro personal data of Users, such as the User's name, surname, residence address, e-mail address, phone number, username and other data referred to in Article 5.3. and Article 6.7., to make it possible for PayPro to provide Przelewy24 Service and to fulfil its obligations provided for in applicable law, including, but not limited to, regulations on counteracting money laundering and terrorist financing.

7.2. Personal data disclosed to PayPro shall be the data necessary to provide Przelewy24 Service and fulfil obligations related to the provision thereof (including, but not limited to, such data as name, surname, street address, postal code, town/city, e-mail address, phone number).

7.3. In the case of Users' personal data disclosed by Allegro.pl to PayPro, apart from Allegro.pl., also PayPro is the controller of such personal data within the meaning of the GDPR.

7.4. Users' personal data disclosed by Allegro.pl to PayPro shall be processed pursuant to law, including, but not limited to, the GDPR, the Act on Providing Services by Electronic Means of 18 July 2002 and the Act.

7.5. PayPro shall exercise due diligence when selecting and using appropriate technical and organisational measures ensuring the protection of processed data, including IT security measures (e.g. data encrypting systems). PayPro shall protect data against their disclosure to unauthorised persons as well as against other cases of their disclosure, loss, destruction, unauthorised modification and illegal processing. PayPro shall exercise permanent control over data processing and shall restrict access to data to the maximum possible extent, granting appropriate authorisations only when it is necessary to provide services in a proper manner.

7.6. PayPro shall ensure that the Users whose personal data have been disclosed to it by Allegro.pl will be able to exercise their rights under the GDPR, including the right to request the controller to grant the User access to their data, the right to rectify them, the right to erase them or restrict their processing, the right to object to their processing, the right to data portability, the right not to be subject to automated decision-making, including profiling, and, in the case of data processed based on consent, the right to withdraw consent under the terms provided for in the aforementioned Regulation.

7.7. Personal data of the Users whose personal data have been disclosed by Allegro.pl to PayPro may be made available:

a. to entities authorised to receive such data under applicable law, including competent judicial authorities, in particular as part of fulfilling PayPro's obligations provided for in applicable laws and related to the provision of Przelewy24 Service by PayPro;

- b. depending on the payment method selected by the User, such personal data may be made available to: banks, payment institutions, lending institutions, payment card associations, payment schemes) in order to provide Przelewy24 Service;
- c. to the extent and for the time necessary to provide or process Przelewy24 Service and in relation to the service – to third parties, including entities that, upon PayPro's order, perform acts related to the provision of Przelewy24 Service or which participate in (and benefit from) Przelewy24 Service;
- d. to Sellers to inform them about the status of payment in Przelewy24 Service;
- e. to Allegro.pl to counter fraud on Allegro related to payment services.

7.8. Due to the cooperation between PayPro and Allegro.pl in connection with the availability and provision of Przelewy24 Service on Allegro for Users, Allegro.pl shall have access to information about Przelewy24 Service, in particular the information made available in the Account. On the other hand, as Allegro.pl entrusts the performance of certain User service activities, also in connection with the Przelewy24 Service, to third-party entities, also such entities to be used by Allegro.pl, when they are first approved by PayPro, shall have access to information about the Przelewy24 Service. Therefore, by accepting these Terms and Conditions, the User expresses their electronic consent to the disclosure of such information by PayPro to Allegro.pl (and also to the entities to be used by Allegro.pl for the aforementioned purpose), thus releasing PayPro from the obligation to observe professional secrecy referred to in the Act related to the provision of payment services in relation to Allegro.pl and the entities to be used by Allegro.pl. Due to the terms of the provision of Przelewy24 Service on Allegro, the withdrawal of the aforementioned consent shall be tantamount to the termination of the Framework Agreement with immediate effect

7.9. Specific information on the processing of Users' personal data by PayPro, including the obligations and rights related to their acquisition and further processing, is available in the notice published at <https://www.przelewy24.pl/obowiazekinformacyjny-uzytownicyAllegro>.

## **ARTICLE 8. COMPLAINTS PROCEDURE**

### **Terms of accepting and handling complaints**

8.1. The User may lodge a complaint if the services specified herein have not been performed or their performance is inconsistent with the provisions hereof.

8.2. A complaint may be lodged:

- a. in writing by letter sent to PayPro's mailing address referred to in Article 1.1. or directly in this unit;
- b. orally by calling +48616429344 (calls billed at the rates of the User's provider), or in person against a report during the User's visit to PayPro's registered office and in PayPro business units providing customer service in the unit referred to in item (a) above;

c. in an electronic form to the e-mail address: [serwis@przelewy24.pl](mailto:serwis@przelewy24.pl) or by filling in the electronic form available at <http://przelewy24.pl/kontakt/reklamacja>.

8.3. A complaint lodged with PayPro should contain at least the following information: payment number, payment amount, payment title, payment date, e-mail address as well as other data that can facilitate the complaint handling process, in particular the full name of the holder of the payment instrument used for the payment, bank name, bank account number, name and number of the payment card as well as the reason for the complaint, identification of entities participating in the Transaction and a detailed description of the event subject to the complaint.

8.4. In the case data or information specified in a complaint must be supplemented, before handling the complaint, PayPro shall request the person lodging the complaint to supplement it to the indicated extent.

8.5. PayPro shall handle a complaint without undue delay, however within maximum 15 business days from the date of its receipt. The deadline will be deemed complied with if a reply is sent before its expiry date. In particularly complicated cases in which a complaint cannot be handled and a reply to it cannot be given within the aforementioned time-limit, especially when, to handle the complaint, PayPro must cooperate with a bank or other intermediary institution which cooperated with it in the payment processing process, this time-limit may be extended, however it may not exceed 35 business days after receiving the complaint. PayPro shall inform the User about the extension of the complaint handling period, indicating the reason for the delay, the circumstances to be clarified and the expected time of handling and replying to a complaint, which, however, may not exceed 35 business days after receiving the complaint.

8.6. A reply to a complaint shall be given by PayPro in a paper form or using a different durable medium. A reply to a complaint may be sent by e-mail, provided that the User has made a request to deliver the reply in an electronic form. By providing their e-mail address in the complaint, the User requests PayPro to respond to the complaint in an electronic form to that e-mail address and agrees to be given response this way. However, at the explicit request of the complaining party, on condition that they provide the necessary personal and contact details, the payment operator shall give its response to the complaint in writing or by means of a different durable medium, in which case, to meet the deadline for complaint handling, it is sufficient to send the letter by registered mail.

8.7. The User shall cooperate with PayPro to clarify any issues connected with complaints handled by payment card issuers, in particular to provide all the necessary information about the Transaction under which the disputed payment has been made, and, upon each request of PayPro, within 7 days from receiving such request, provide PayPro with copies of documents relating to the Transaction under which the User received a card payment, including: a copy of the confirmation of shipping the Item ordered by the Buyer or the confirmation of the performance of the ordered service. The User shall retain such documents for the period of at least 24 months from the payment date.

8.8. The User may lodge a complaint with the authority supervising PayPro concerning PayPro's illegal actions.

8.9. PayPro shall not be the addressee of and shall not handle:

a. complaints related to improper performance by the Seller of an obligation towards the Buyer related to the Transaction concluded between them;

b. complaints related to improper performance by Allegro.pl of obligations towards Sellers or Buyers related to the use of Allegro, unless they are related also to Przelewy24 Service.

8.10. When the complaints procedure has been exhausted, a dispute between the User and PayPro may be ended in out-of-court proceedings concerning the resolution of disputes between a customer and a financial market entity carried out upon the complaining party's request:

a. by the Financial Ombudsman, in accordance with Chapter 4 of the Act of 5 August 2015 on Handling Complaints by Financial Market Entities and on the Financial Ombudsman, or

b. by an arbitration court at the Polish Financial Supervision Authority.

8.11. The proceeding referred to in Article 8.10 above may also be initiated through the ODR platform referred to in Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR), if the Financial Ombudsman and/or the arbitration court at the Polish Financial Supervision Authority is/are registered in this platform as ADR entities. The ODR platform is available at: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>

8.12. The complaining party may also file a lawsuit with a common court competent to examine the case, which is in general the common court having jurisdiction over the respondent's registered office, thus, in the case of an action brought against the payment operator, the court is the District Court in Poznań – Grunwald and Jeżyce, in Poznań. In this case, the respondent should be the payment operator whose data have been specified in detail in Article 1.1. of the Terms and Conditions.

## **ARTICLE 9. RULES ON AMENDING TERMS AND CONDITIONS OF PRZELEWY24 SERVICE**

### **Rules on amending Terms and Conditions of Przelewy24 Service**

9.1. PayPro reserves the right to amend these Terms and Conditions if any of the following important reasons occur:

a. Issuing, by a common court or a governmental body, a judgement or decision imposing an obligation to amend the Terms and Conditions or justifying the need to make such amendments;

- b. Amendments to legal regulations related to PayPro's activities, resulting in the need to amend the Terms and Conditions in order to adapt them to the applicable law;
- c. Raising the level of Users' security or the level of the protection of Users' personal data by PayPro;
- d. Improving the functionalities offered by PayPro referred to in Article 5.1., adding a new functionality or removing certain functionalities when providing services;
- e. Expanding the scope of Przelewy24 Service with new features thereof;
- f. Adding new payment methods offered to Users as part of Przelewy24 Service if, due to the introduction of a new payment method, these Terms and Conditions must be amended accordingly;
- g. Amendments to the agreement concluded between PayPro and Allegro.pl under which PayPro provides Przelewy24 Service to Users;
- h. Amendments to Allegro User Agreement resulting in the necessity of amending these Terms and Conditions to comply with the principles applicable to Users on Allegro.

9.2. PayPro shall notify the User of any amendments to these Terms and Conditions and thus shall inform the Seller about amendments to the Framework Agreement concluded on their basis, not later than 2 months prior to their proposed effective date. Such information shall be provided to Users on Allegro website in a manner that enables its recording and unchanged reproduction of the data stored. The information may be provided to Sellers also in a paper form or on another durable medium and, upon the User's request submitted in the manner referred to in Article 1.24., by e-mail. If the Seller does not object to amendments to the Framework Agreement prior to their effective date by notifying PayPro of the same, it shall be deemed that the Seller has agreed to such amendments. If the Seller objects to amendments by writing to PayPro's address but fails to terminate the Framework Agreement in the manner provided for in Article 9.3., the Framework Agreement shall expire on the day preceding directly the effective date of proposed amendments.

9.3. Prior to the proposed effective date of amendments, the Seller may terminate the Framework Agreement by sending a written declaration of the termination of the Framework Agreement to PayPro's address. In such a case, the agreement shall be terminated with immediate effect, however the provision of already initiated Przelewy24 Services for Users shall be ended under the terms provided for herein.

## **ARTICLE 10. MISCELLANEOUS PROVISIONS**

### **Opting out of Przelewy24 Service**

10.1. Within 14 days from the conclusion of the Framework Agreement under these Terms and Conditions, the Seller may withdraw from it without stating any reasons, by sending a relevant statement in an electronic form to the e-mail address indicated in Article 1.1 or by

letter to PayPro's mailing address indicated in Article 1.1. However, if Przelewy24 Service is used and completed before the end of this time limit, such payment shall not be refundable. The User acknowledges that Przelewy24 Service shall be performed at their request immediately upon concluding the agreement on the provision of this Service. Draft withdrawal statement shall be filled accordingly to the form of Appendix No. 8 to Allegro User Agreement.

10.2. The Seller may terminate the Framework Agreement at any time by sending a relevant statement in an electronic form to PayPro's e-mail address indicated in Article 1.1 or by letter to the following address: PayPro S.A., ul. Kanclerska 15, 60-327 Poznań.

10.3. PayPro may terminate the Framework Agreement at any time with immediate effect in the case of any violation of these Terms and Conditions, by sending a relevant statement in an electronic form to the User's e-mail address or by letter to the address provided by the User.

### **Reference to Allegro User Agreement**

10.4. In matters not governed herein and as regards defining any capitalised terms used herein, Allegro User Agreement shall apply, unless specified otherwise herein.

### **Governing law**

10.5. The agreement between a User and Allegro.pl and the agreement between a User and PayPro concerning services provided by PayPro as part of Przelewy24 Service on terms set forth herein shall be governed by Polish law.

[Appendix No. 7B to Allegro User Agreement - pdf](#)



# Appendix No. 8

## **Appendix No. 8 Notes of guidance on agreement withdrawal and draft withdrawal statement**

Within 14 days from the conclusion of the agreement on the provision of electronic services with Allegro.pl (Account Registration), you may withdraw from it without stating reasons.

To do this, please inform us about your decision by writing to [rezygnacja@allegro.pl](mailto:rezygnacja@allegro.pl). You may use the draft withdrawal form below.

NOTE!

The User may not withdraw from the agreement if they have listed an Item, have participated in a Bidding, have used the Buy it Now option or have had any amounts due to Allegro.pl for services provided on Allegro. DRAFT

WITHDRAWAL FORM

(to be filled in and sent back only if you intend to withdraw from the agreement)

Allegro.pl Sp. z o.o. ul. Grunwaldzka 182 60-166 Poznań [rezygnacja@allegro.pl](mailto:rezygnacja@allegro.pl)

I, ....., hereby inform that I wish to withdraw from my agreement on the provision of services on Allegro.

Date of the conclusion of the agreement: .....,

Full name: .....

Allegro username: .....

[Appendix No. 8 Notes of guidance on agreement withdrawal and draft withdrawal statement - pdf](#)

# Appendix No. 9

## Appendix No. 9: Buyer Protection Programme — Terms and Conditions

### Part I. General principles

1. As part of the Buyer Protection Programme, Allegro.pl allows Buyers to request compensation in the case when:
  - a) they have paid for Items but did not receive them;
  - b) they have received Items not compliant with the concluded agreement, with the value significantly lower than the value of the Item described in a listing.
2. In the cases specified in sections 1(a) and 1(b) above, the compensation shall cover the value of the damage suffered by the Buyer, but not higher than the actual value of the purchased Item, up to the price specified in the Transaction parameters.
3. In the event of the circumstances referred to in sections 1(a) and 1(b) above, where payments for Items have been made using payment service options available on Allegro, under the Buyer Protection Programme, the Buyer may also receive the compensation for shipping costs, including the amount of damage suffered by the Buyer.
4. Each time, the amount of the compensation referred to in section 3 above shall not be higher than PLN 100.
5. Each time, the total amount of the compensation referred to in sections 2 and 3 of Part I of this Appendix shall not be higher than PLN 10,000.

### Part II. Exclusions from the Buyer Protection Programme

The Buyer Protection Programme shall not apply in the following situations:

1. The agreement has been concluded and performed under terms other than provided for in Allegro User Agreement.
2. The Buyer has violated Allegro's terms or has failed to pay all amounts due to Allegro.pl.
3. The Buyer has acted with the intent to purchase an Item which is defective or incompatible with its description.
4. The Buyer has failed to provide accurate contact details.
5. The Buyer has received other funds compensating for the loss resulting from the purchase of the Item subject to the compensation claim.

6. A listing has not complied with Allegro User Agreement, particularly an Item has not been admitted to be sold/purchased on Allegro due to the list of forbidden and restricted items included in Allegro User Agreement.
7. An Item has been handed over in person or via a person who is not a postal operator and the payment for the Item has been made at the point of its collection.
8. An Item was damaged or lost during transport due to the carrier's fault unless that Item was sent using the Allegro Smart! service as set forth in Appendix No. 12 to the User Agreement.

### **Part III. Compensation claim in the Buyer Protection Programme**

1. In order to receive compensation under the Buyer Protection Programme, the Buyer should fill in and submit to Allegro.pl, in an electronic form, the form available on Allegro website along with the attachments referred to in section 1 of Part IV below, providing the required data and describing the Transaction and the performance of the agreements (hereinafter 'the Form').
2. The Buyer must submit to Allegro the confirmation of submitting, to law enforcement bodies, the notification of committing an offence to their detriment by the Seller (hereinafter 'the Confirmation of Submitting Notification'), unless Allegro.pl decides not to apply this requirement in the cases when the decision on granting the compensation to the Buyer does not raise any doubts (in particular when an Item has not been delivered to the Buyer). At the same time, if it proves necessary in order to make a decision about granting the compensation, Allegro.pl may request that the decision on the initiation of the investigation/enquiry be attached to the Form and that the Buyer provide the file number of the initiation of proceedings (respective RSD or DS number).
3. The Form should be sent to Allegro.pl not earlier than after 14 days, but not later than 180 days from the conclusion of the Item purchase agreement. In justified cases, the aforementioned deadline may be shortened or extended. The Buyer shall be informed by Allegro.pl about the shortening or the extension of the deadline via e-mail.

### **Part IV. Compensation claim handling**

1. Allegro.pl shall decide if it should accept a claim within 30 business days from the receipt of a correctly completed Form with the following attachments:
  - a) The original or a copy of the proof of payment of the amount for an Item to the Seller's account. The proof of payment of the amount for an Item to the Seller's account shall not be required in the case when the Buyer has made the payment for the Item using payment services made available on Allegro.
  - b) A photo of each side of the official ID with the name and surname and the expiry date (in the case of the Junior Account; a photocopy of both sides of the school identity card containing the following data: name and surname and the expiry date);

- c) A photocopy of the Confirmation of Submitting Notification to law enforcement bodies.
2. Data provided in the Form should be correct and correspond to the actual state at the time of submitting the Form. In order to verify the information and the data, when handling the Form, Allegro.pl may contact the Buyer or the Seller and request additional documents substantiating the course of events. In the event of doubts as to the legitimacy of the Buyer's claim or inaccuracies in the description of the Transaction or inaccuracies related to the performance of the Transaction, Allegro.pl may refuse to grant or pay compensation. In justified cases, if the prerequisites specified in section 1(b) of Part I of this Appendix arise, Allegro.pl may make the payment of the compensation dependent on sending the Item to the registered office of Allegro.pl.
  3. The Buyer must inform Allegro.pl immediately if, in the period after sending the Form, any events occur that cause their claim against the Seller change. In particular if they receive any compensation or damages or if the Seller remedies a part of or the entire damage suffered by the Buyer, or removes its effects.
  4. The Buyer hereby declares that, upon the payment by Allegro.pl of the compensation claimed, they will assign to Allegro.pl all amounts due to them from the Seller due to the Seller's failure to fulfil the obligations resulting from the agreement concluded under the Transaction to which the claim pertains.
  5. If, during the process of examining the Form, the situation is clarified in favour of the Buyer due to the receipt of the Item or of a refund by them, the compensation shall not be paid.
  6. If the Buyer has received undue payment or the Seller has repaired the damage, the Buyer must immediately, not later than within 7 days, reimburse the compensation received from Allegro.pl to the account number 63 1140 1124 0000 5165 0800 1010.
  7. If Allegro.pl makes a decision to pay the compensation under the Buyer Protection Programme, the Seller's account may be blocked until the issue is clarified or the compensation paid is reimbursed.

## Part V. Final provisions

In the case of each decision by Allegro.pl about granting the compensation, a request to reexamine it may be submitted to the Senior Customer Experience Manager.

[Appendix No. 9: Buyer Protection Programme — Terms and Conditions - pdf](#)

# Appendix no. 10

## Appendix No. 10: Adding Products

1. Allegro.pl enables Users who made full Registration to add products on terms and conditions set out herein. In this Appendix, a product shall be understood as a specification of a given good (which may be an Item and the subject matter of the Listing), including the data and elements defined by Allegro.pl, and in particular the image, description and parameters of that item.
2. Products may be created only in categories selected by Allegro.pl.
3. Products may be created only if there are no such products in the databases of Allegro.pl.
4. A product is identified based on parameters identifying that product which shall in each case be defined by Allegro.pl in respect of a given product or product category.
5. Products are created using functionalities made available by Allegro.pl for that purpose.
6. In order to create a product, the User shall provide all the data and add elements defined by Allegro.pl, and in particular the User shall:
  - a. specify the product name and category,
  - b. complete all the mandatory parameters, including the parameters identifying the product,
  - c. add a photograph of the product, and
  - d. add a product description.

All the data must be provided and all elements indicated by Allegro.pl must be added in order for the product to be created.

The product description referred to in item d) above may refer only to the features, properties and functionalities of the product. The said description must not contain any other content, including content relating to any transaction concerning the product.

7. Once the product is created, it may be verified by Allegro.pl. Allegro.pl may check the product in terms of any obvious mistakes, errors or other prohibited content.
8. The product becomes active and may be used by all Users once the product is entered by the User.
9. Upon entering the data and content in relation to the product, the User creating the product shall give Allegro.pl the rights and consents specified in Articles 5.1 and 5.5 of the Allegro User Agreement (which shall apply accordingly) in regard to all the content and elements.

Upon entering the product, the User shall lose the ability to edit the data and content added to the product specifications card. The User may, however, report to Allegro.pl any errors and mistakes that took place while entering the product, using the relevant functionalities on Allegro.

10. The User undertakes to enter products in good faith and with due diligence and, by entering the product, the User represents that according to their best knowledge the data and elements they enter are truthful and describe the item in the proper manner. Abusing the functionalities for product entering or using them in violation of their purpose or the Allegro User Agreement is a breach of the Allegro User Agreement.
11. Allegro.pl is not required to use the product and may cease making it available to Users or remove it from its databases, or replace it by another product in whole or in part. A User who entered the product shall not obtain any rights in relation to the product, and in particular the User may not object to Allegro.pl exercising the rights that Allegro.pl has obtained in accordance with the Allegro User Agreement.

[Appendix No. 10: Adding Products - pdf](#)

# Appendix No. 11

## **Appendix No. 11: Use of databases of Allegro.pl and available in Allegro**

1. As part of Allegro, Allegro.pl provides Users with third-party databases to an extent that enables them to complete some or all of the elements of the Offer content, including the parameters, images and descriptions of Item, both through the listing form and through API.
2. The User can use the databases made available to Users of Allegro.pl only by completing – using Allegro functionalities – some or all of the elements of the Listing content, including the parameters, images and descriptions of Item, and by displaying Listings containing elements derived from such databases on Allegro.
3. Any use of the databases provided by Allegro.pl in Allegro in a manner exceeding the authority granted under Section 2 hereof shall be prohibited.
4. With regard to the specific databases, the following restrictions shall apply:
  - 4.1. “Tec Doc” database, the rights to which are held by TecAlliance GmbH with its registered office in Ismaning:

“The data and information indicated as part of self-filling of Listings, in particular the databases from which such data or information is derived, may not be copied or reproduced in any manner whatsoever. Copying, reproducing or using such information or data in any manner whatsoever, including their provision to third parties without the consent of TecAlliance GmbH with its registered office in Ismaning, Germany, shall not be allowed. Any violation of the above restriction shall constitute a breach of the rights of TecAlliance GmbH with its registered office in Ismaning, Germany, and shall form the basis for pursuing claims against the entity committing such unlawful copying or reproduction”.
5. The content gathered in Allegro, in particular as part of the Listings, constitute databases subject to legal protection, i.a. with regard to their use by third parties. Any use of such databases by downloading or re-using the data shall require prior consent of the authorised entity. The content of the databases shall be subject to independent control under the provisions of law. In the event of unauthorised use of legally protected databases or their content, Allegro.pl or other authorised entities will be entitled to pursue claims against the infringing entities on account of their rights to the databases or their content, in particular claims for damages or cease and desist claims. Any use of legally protected databases without authorisation may be subject to penal liability.

[Appendix No. 11: Use of databases of Allegro.pl and available in Allegro - pdf](#)

# Appendix No. 12

## Appendix No. 12 Terms and conditions of the “Allegro Smart!” service for the Sellers

### I. Definitions

**“Deliverers”** – entities which provide services as part of methods of delivery of Items, as specified in Article II.2 of the Terms and Conditions, which are purchased by the Buyers.

**“Allegro Smart! Terms and Conditions for the Buyers”** – Service Terms and Conditions for the Buyers, available at: <https://na.allegro.pl/regulamin-allegro-smart>.

**“Allegro Smart! Service” or “Service”** – a service offered to the Users, which comprises the following:

a. with regard to the Buyers, a paid service allowing the Buyers to use methods of delivery and returning the Items purchased on Allegro, as specified in the Allegro Smart! Terms and Conditions for the Buyers, without paying the fee indicated by the Seller.

b. with regard to the Sellers, a service which supports all of the following:

1. identifying the Sellers' Listings with a special Allegro Smart! Service icon that allows the Buyers to use specific methods of delivery and returning the Items purchased on Allegro, as specified in the Allegro Smart! Terms and Conditions for the Buyers, without paying the fee indicated by the Seller; and
2. shipping the Items purchased by the Buyers on Allegro, without paying the delivery costs, as part of the methods of delivery specified in and in accordance with these Terms and Conditions.

**“Additional Services”** – paid services strictly related to the delivery of Items as part of the Service, provided to the Seller, and, depending on the type, paid for by the Seller directly to the Deliverers or Allegro.pl. The list of the services and the related fees and the method of fee settlement are described at: <https://allegro.pl/help/article/allegro-smart-inpost-additional-services-and-fees-WE7VAO7o9Iq> and, for Additional Services for which payment is made directly to Allegro.pl, in Appendix 4 to the Allegro User Agreement.

**“Payment Service”** – a service provided by payment service operators, as specified in Appendices 7A and 7B to the Allegro User Agreement.

**“Terms and Conditions”** – these Terms and Conditions, constituting the Appendix 12 to the Allegro User Agreement.

Capitalised terms not defined in this Article I shall have the meaning assigned to them in the Allegro User Agreement.



## II. General terms and conditions of Service provision

1. Allegro.pl provides the Sellers with Allegro Smart! Service, which allows the Sellers to deliver the Items purchased on the Sellers' Listings without paying the delivery fee, subject to the fees payable by the Sellers in connection with their use of the Additional Services.
2. Allegro Smart! Service is provided for the methods of delivery described at <https://allegro.pl/help/article/parcel-delivery-and-return-methods-in-allegro-smart-service-yVxeR8dWKCV>, provided that the value of a Transaction or the sum of Transactions completed for the Seller's Listing is not lower than the value specified at: <https://allegro.pl/help/article/parcel-delivery-and-return-methods-in-allegro-smart-service-yVxeR8dWKCV>, and payment for the Transaction(s) is made via the Payment Service.
3. Allegro.pl may extend the list of delivery methods eligible for the Service, for a term of its choice.
4. The Items' deliveries made under the Allegro Smart! Service may take place solely in the territory of Poland (i.e. from Poland's territory to Poland's territory).
5. As part of the Allegro Smart! Service, Sellers' Listings will be marked with a special icon assigned to the Service. This shall not apply to Allegro Listings from generally available Pharmacies and Listings in Categories referred to in Article 3.3. of the Allegro User Agreement.

## III. Terms and Conditions of the Service

1. Allegro.pl shall automatically mark the Listings of Sellers with a special Allegro Smart! Service icon, regardless of the status of the Sellers' Account (Standard/Business), and shall support delivery of the Items purchased on such Listings without any related fee, provided that all of the conditions of the Seller's eligibility to use the Service are met:
  - a. general conditions referred to in point 2 below, referring to a professional attitude of a Seller on Allegro, and;
  - b. detailed conditions referred to in point 3 below, referring directly to the contents of a Listing.
2. General terms and conditions for the Seller's eligibility to use the Services:
  - a. the Seller must have at least five unique feedbacks: "recommend" on the Seller's account over the past 12 months, a recommendation ratio of at least 98% or the Super Seller status, in accordance with the terms and conditions available at <https://allegro.pl/help/article/super-seller-program-terms-and-conditions-2GZdGoMvAS9>
  - b. the Seller must provide impeccable Buyer service consisting mainly in the timely shipping and delivery of parcels and providing the Buyers with necessary assistance and support after Items are purchased (e.g. during contact with the Buyer as part of the Discussion);

c. the Seller must make timely payments for the services provided by Allegro.pl on Allegro,

d. the Seller must list Listings in accordance with the terms and conditions of the Allegro User Agreement,

e. the Seller must not be subject to sanctions imposed by Allegro.pl under Article 8.4 of the Allegro User Agreement, in particular sanctions related to offers made by the Seller to finalize the purchase outside Allegro or related to advertising of products and services which are not offered on Allegro.

3. Detailed terms and conditions which qualify the Seller to use the Services:

a. the Seller must provide, for the Listing, at least two various methods from two different groups of Items delivery provided by the Deliverers, the list of which is available at: <https://allegro.pl/help/article/parcel-delivery-and-return-methods-in-allegro-smart-service-yVxeR8dWKCv>, where the delivery costs of a single parcel do not exceed the amount specified in the table available via that link or the Seller will provide the parcel tracking number (in "My Allegro" or as part of "Allegro API") for at least 50% of all Transactions completed as part of the Service. The parcel tracking number should be provided to the Buyer in the shipping time declared by the Seller for the specific Listing;

b. the Transaction must be completed in the manner specified in the Listing, in particular by delivering the Items in the number of parcels declared in the Listing, in accordance with the delivery method declared by the Seller;

c. for multi-item Listings, the Seller must offer placing as many Items in a single parcel as possible and ship Items sold on the Listings in the manner described above, unless, given the nature of the Items or the type of agreement made with the Buyer, it is not possible or is excessively burdensome;

d. the Seller must not duplicate Listings for the same Items in the same category;

e. within the Listing the Seller must provide a delivery method for the Items that corresponds to the type and properties of the Items being sold;

f. the Seller must guarantee the appropriate quality of parcel packaging that is suitable for the contents of the parcel, in accordance with requirements of Terms and Conditions of the Deliverers and in accordance with Article IV.6.b of these Terms and Conditions;

g. the Seller must specify the Items price for the Listing marked with the Allegro Smart! service icon so that it is not higher than the price of the same Item offered by the same Seller on the Listing without the Allegro Smart! service icon;

h. the Seller must define and implement the return policy for Items by filling out the form available on Allegro at: <https://na.allegro.pl/warunki-zwrotow> and assign it to the Seller's Listings; in such a case, Allegro.pl will provide the Buyer with the Items return form as part

of Allegro Smart! service. The Items return policy mentioned above should comply with the governing provisions of the law. The Buyer should be refunded through the Payment Operator.

i. the Seller must state the value of an available one-off delivery which value must not exceed those set out in the table at <https://allegro.pl/help/article/parcel-delivery-and-return-methods-in-allegro-smart-service-yVxeR8dWKCV> assuming that if the Buyer buys multiple Items as part of the same or several Transactions with the same Seller, the delivery value, regardless of the delivery method, will not exceed PLN 40 or, if the Seller specifies PLN 0 as the value of the delivery method for payments in advance, assuming that the Items from the Listing are delivered to a parcel locker (paczkomat) or a collection point, where the Seller does not guarantee a free Items return on such Listings.

j. when ordering Item shipments, the Seller must provide Deliverers (automatically or manually) with an e-mail address in the allegromail.pl domain assigned to the Transaction, in the unchanged two-part form (e.g. xxx+yyy@allegromail.pl) for all Transactions concluded by the Seller as part of Allegro Smart!.

#### IV. Rights and obligations of Seller using the Service

1. Delivery methods available for Items under the Service are offered under agreements concluded between Allegro.pl and the Deliverers, where Allegro.pl is the sender within the meaning of Article 3 (10) of the Act of 23 November 2012 on the Postal Law.
2. The Deliverers provide Items delivery and the related Additional Services. The Deliverers are responsible in particular for the quality and punctuality of the Items' delivery, and the number of parcel collection points made available by them. The list of current parcel collection points indicated by the Deliverers and the Rules of service provision by the Deliverers are available here: <https://allegro.pl/help/article/parcel-delivery-and-return-methods-in-allegro-smart-service-yVxeR8dWKCV>.
3. Considering the wording of subpar. 1 and 2 above, Allegro.pl, to allow the Sellers to lodge complaints related to non-performance or improper performance of services provided by the Deliverers, grants the power of attorney to the Sellers to take actual and legal actions related to representing Allegro.pl in complaints process related to services provided by Deliverers as part of the Service. The power of attorney mentioned above will be e-mailed to the Sellers by Allegro.pl to the e-mail address assigned to the Seller's Account. Complaints concerning the services provided by the Deliverers shall be considered in accordance with provisions of the terms and conditions for such services available at: [Regulations of "Paczkomaty 24/7" service provision by InPost Paczkomaty Sp. z o.o.](#), subject to the subpar 4 below;
4. If Deliverers reject complaints (complaint and an appeal against a complaint rejected by the Deliverer) lodged by the Sellers with the Deliverers as a result of a loss, damage of or

shortage in the parcel, the Seller may, within 14 days of receiving the decision on the rejection, apply to Allegro.pl for the case to be re-considered by the Deliverer.

5. In the cases referred to in subpar. 4 above, the Seller must provide Allegro.pl with documentation of all the circumstances related to the complaint and prove that the complaint has been rejected by the Deliverer.
6. In order to properly use the Service, the Seller shall, after completing a Transaction:
  - a. immediately print the shipping label in the parcel shipping tool and affix the label to the parcel with the Items to be delivered,
  - b. properly pack the Items, adequately to the type and properties of the Items being sent, and properly mark the parcel if necessary,
  - c. meet the Items shipment dates specified by the Seller in the Listings eligible for the Service,
  - d. provide Allegro.pl with the parcel tracking number (in "My Allegro" or as part of "Allegro API") for at least 50% of the Transactions (parcel tracking),
  - e. when ordering Items shipments, provide Deliverers (automatically or manually) with an e-mail address in the allegromail.pl domain assigned to the Transaction, in the unchanged two-part form (e.g. xxx+yyy@allegromail.pl) for at least 98% of all Transactions concluded by the Seller as part of Allegro Smart!.
7. It is forbidden for the Sellers to place Items forbidden by governing provisions of the law in the parcels, including Items prohibited by the Act on the Postal Law and governing provisions of the Universal Postal Union, or Items specified in the Terms and Conditions of the Deliverers (for a sample list of forbidden Items <https://allegro.pl/help/article/allegro-smart-preparing-inpost-parcels-forbidden-items-MM5mAZ7klHB>). The Seller is fully liable to Allegro.pl for any damage caused to the Deliverers in connection with parcels shipped in breach of these Terms and Conditions. If the Seller ships a parcel with contents as described above or if the Seller ships a parcel in faulty packaging ("Non-Standard Parcel"), additional service will be necessary to minimize potential negative consequences related to shipping the parcel.
8. If a Non-Standard Parcel as referred to in subpar. 7 above is shipped, the Seller shall pay to Allegro.pl an additional fee for additional handling of such a parcel, at PLN 121.77 for the first Non-Standard Parcel shipped or PLN 1,228.77 for each additional Non-Standard Parcel shipped, in accordance with the rules laid down in Appendix 4 to the Allegro User Agreement.

## V. Payments and settlements

1. In connection with provision of Additional Services, the Seller shall make the following settlements:
  - a. with the Deliverers, when using Additional Services listed at <https://allegro.pl/help/article/allegro-smart-inpost-additional-services-and-fees-WE7VAO7o9Iq> (Table No. 1), in accordance with the Deliverer's price list for such services;
  - b. with Allegro.pl, when using Additional Services listed at <https://allegro.pl/help/article/allegro-smart-inpost-additional-services-and-fees-WE7VAO7o9Iq> (Table No. 2), in accordance with Allegro.pl's price list for such services, as specified in Appendix 4 to the Allegro User Agreement.
2. The fees referred to in subpar. 1.a above shall be settled in the manner specified in separate agreements between the Seller and the Deliverers, and, in the case referred to in subpar. 1.b above, in the manner specified in Appendix 4 to the Allegro User Agreement.
3. If any additional costs are incurred in connection with provision of services not described in these Terms and Conditions, the Seller shall pay for such costs to the Deliverer, in accordance with the actual price list of the Deliverer.
4. The invoices for the provision of Additional Services referred to in subpar. 1.a above shall be issued and sent in the manner specified in separate agreements between the Seller and the Deliverers, and, in the case referred to in subpar. 1.b above, in the manner specified in Appendix 4 to the Allegro User Agreement. Information on the detailed statement of fees for Additional Services referred to in subpar. 1 lit. b will be provided to the Seller in the Seller's Account settings.

## VI. Personal data

1. Allegro.pl is the personal data controller for Users and the Sellers with regard to offering the Allegro Smart! Service on the Website 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").
2. In the scope related to the provision of the Service of delivering the Items provided by the Deliverers, the Deliverers also are the controllers of the Sellers' personal data. The detailed principles pertaining to the processing of the Sellers' personal data by the Deliverers in connection with the Service are described in the service Terms and conditions of each Deliverer.
3. The personal data processed by Allegro.pl include: data relevant for the given type of the Account on the Website which include: Allegro username (login), forenames and surnames,

address of residence or stay, Tax Identification Number, phone number, e-mail address, tracking number, for the delivery and return of Items.

4. Personal data of the Sellers may be transferred to:
  - a. Deliverers in order to ensure Allegro's accountability of fulfilment of obligations arising from contracts made with such Deliverers;
  - b. Deliverers – at the Seller's request – to refer questions or complaints regarding the services provided by the Deliverers;
  - c. entities authorized to receive such data under applicable provisions of law, including competent law enforcement agencies.
5. Relevant provisions of Appendix 5 to the Allegro User Agreement (Privacy Policy) shall apply to the matters not governed by this article.

## VII. Complaints

1. A User may lodge a complaint if the Service provided for by these User Agreement is not provided by Allegro.pl or is provided improperly, in breach of these Terms and Conditions. The User may also lodge a complaint if the fees for Additional Services paid by the Seller directly to Allegro.pl are incorrectly charged.
2. Any complaints relating to the use of the Service or an Additional Service referred to in Article V.1.b. shall be dealt with by Allegro.pl within 14 (fourteen) days of a written complaint lodged by a User.
3. Complaints regarding Services or Additional Services referred to in Article V.1.b, may be lodged by post to Allegro.pl's address or in the electronic form via a contact form available at: <https://na.allegro.pl/smart-formularz>
4. A User may contact Allegro with regard to the services provided under these Rules:
  - a. in writing to: 60-166 Poznań, ul. Grunwaldzka 182;
  - b. via a contact form available at: <https://na.allegro.pl/smart-formularz>.
5. Complaints regarding the manner of service provision by Deliverers, including the manner of providing Additional Services, as referred to in Article V.1.a and the fees charged by Deliverers in connection with provision of such services shall be considered by Deliverers in accordance with the services Rules and conditions provided by the Deliverers.

## VIII. End of service provision

1. The Seller may resign from the Allegro Smart! Service at any time, by sending a resignation to Allegro.pl, provided that the recommended method of terminating the agreement is using the contact form available at: <https://na.allegro.pl/smart-formularz>
2. If these Terms and Conditions or the Allegro User Agreement is breached, in particular if the Seller:
  - a. takes any actions which adversely impact the security of Allegro operations or are detrimental to other Users or are intended to circumvent safeguards adopted by Allegro.pl or consist in falsification of data as part of the Allegro Smart! Service,
  - b. fails to comply with provisions of the Terms and Conditions as referred to in Article III subpar. 2 and 3 and in Article IV subpar. 6 and
3. Allegro.pl may cease to provide the Service to the Seller and suspend the Seller's Account in the event of gross violations. Provisions of Article 8.4. of the Allegro User Agreement shall apply accordingly.

## IX. Final Provisions

1. Allegro.pl reserves the right to modify, from time to time, the principles laid down in these Terms and Conditions in the case of promotional campaigns organized by Allegro or its business partners. Terms and conditions of promotional campaigns shall be identified each time in specific terms and conditions of promotional campaigns.
2. Headings (titles of paragraphs) in these Terms and Conditions are used for convenience only and shall not affect interpretation of these Terms and Conditions.
3. If any provision hereof is held invalid by a final and absolute judgement of the common court, the remaining ones shall stay in full force and effect.
4. Relevant provisions of the Allegro User Agreement shall apply to the matters not governed by these Terms and Conditions.

[Appendix No. 12 Terms and conditions of the "Allegro Smart!" service for the Sellers - pdf](#)

# Appendix No. 13

## 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](https://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](https://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 related to the following categories: “Real Estate” and “Motors” from the “Ads and Services” section on Allegro – all Users can publish Listings on Allegro in these categories of the “Ads and Services” section on the terms set out in the User Agreement. In the case of the “Holidays”, “Services” and “Live animals” categories, announcements listed on Allegro through Business Accounts are published on the terms specified for Allegro, while those listed on Allegro Lokalnie 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. In a single Standard Account, it is possible to create and list the maximum number of 5 Announcements in the “Motors” category on Allegro Lokalnie.

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. Only Announcement can be published in „Tickets" category on Allegro Lokalnie. Announcement with "Buy It Now" option and Announcement with Bidding may not be published in this category on Allegro Lokalnie.

## **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 thirdparty 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 Lokalnie 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.

[appendix no 13](#)

# Appendix No. 14

## Appendix No. 14. General Terms and Conditions of the Cooperation Related to the Mail Order Sales of Medicinal Products

### I. GENERAL PROVISIONS

#### Article 1. DEFINITIONS

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

**Pharmaceutical Law Act** – the Polish Act of 6 September 2001 – Pharmaceutical Law, in its present wording.

**Minister of Health's Regulation** – the Regulation of the Polish Minister of Health of 26 March 2015 on the mail order sales of medicinal products.

**Agreement** – an agreement providing for the principles of making Mail Order Sales by the Seller using the Individual Website, entered into by the Seller and Allegro.pl.

**General Terms and Conditions** – these General Terms and Conditions of the Cooperation Related to the Mail Order Sales of Medicinal Products.

**Sales Establishment** – a public pharmacy within the meaning of the Pharmaceutical Law Act operated by the Seller pursuant to a competent authority's authorisation, from which the Seller intends to make Mail Order Sales in their Account.

**Authorisation** – an authorisation to operate the Sales Establishment issued by a competent authority.

**National Register** – the National Register of Authorisations to Operate Public Pharmacies, Dispensaries and the Register of Authorisations Issued to Operate Hospital Pharmacies and Company Pharmacies, available at <http://ra.rejestrymedyczne.csioz.gov.pl/layouts/15/ra/glowna.aspx>

**Product** – a medicinal product, a medical device or other product authorised for sale in public pharmacies in accordance with Article 86.8 in connection with Article 72.5 of the Pharmaceutical Law Act, offered in the Sales Establishment's Listing.

**Sales Establishment's Listing** – a proposal to conclude a contract of sales for a Product under the terms provided for by the Seller, including in particular the price and description of the Product offered, using and via the Individual Website.



**Order Form** – an electronic form available to the User on their Individual Website displayed to the Buyer upon selecting the Sales Establishment's Listing, containing data specified by law, in particular § 2.2 of the Minister of Health's Regulation.

**Individual Website** – a website for the Sales Establishment in the allegro.pl domain with a unique address assigned to the Account, on which the Sales Establishment's Listings will be posted.

**Mail Order Sales** – mail order sales of medicinal products within the meaning of Article 2.37aa of the Pharmaceutical Law Act and of other Products made by the Sales Establishment on the Individual Website.

## Article 2. THE SUBJECT OF THE COOPERATION

### 2.1.

Allegro.pl shall provide the Seller with IT tools to make Mail Order Sales, including the Individual Website on which Listings will be posted, on the terms provided for in these General Terms and Conditions and, within the scope referred to in Article 2.2 below, also in the User Agreement.

### 2.2.

The Agreement and the General Terms and Conditions shall be the basic source of the mutual rights and obligations of Allegro.pl and the Seller. The User Agreement shall apply to the mutual rights and obligations of Allegro.pl and the Seller only to the matters not governed by the Agreement and the General Terms and Conditions. In the event of a conflict between the General Terms and Conditions and the User Agreement, the General Terms and Conditions shall prevail in the relations between Allegro.pl and the Seller. With respect to the relation between Allegro.pl and the Seller, the Parties shall completely exclude the application of the following clauses of and appendices to the User Agreement:

Appendix No. 6

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### 2.3.

The Seller shall make Mail Order Sales in the Sales Establishment's Account on the Individual Website according to the principles stipulated in the General Terms and Conditions and in the Agreement.

### 2.4.

The Seller acknowledges that the functionality of the Sales Establishment's Account shall be limited to order placing, order processing and payment processing features. For the Accounts referred to in the preceding sentence, the following functionalities and services

shall be disabled: a. promoting and advertising the Sales Establishment or the Sales Establishment's Listings; b. Allegro Smart! c. the possibility of posting the Sales Establishment's Listings for bidding; d. the possibility of posting Charity Listings.

2.5.

Allegro.pl shall prevent Transactions as part of the Sales Establishment's Listings concerning medicinal products (OTC medicines) with Users of Junior Accounts.

2.6.

In the Sales Establishment's Account, Allegro.pl shall not provide to the Seller any services other than the services expressly listed in the General Terms and Conditions, the Agreement and the User Agreement, in particular it shall not provide financing, security or advertising services to the Sales Establishment, or any intermediation services related to the execution of third-party service agreements.

### **Article 3. REGISTERING A PHARMACY'S ACCOUNT**

3.1.

The Seller shall Register an Account for the Sales Establishment using the respective registration form filled in by the Seller in accordance with facts and the legal status and on the basis of copies of documents submitted by them and confirming their business data.

The registration form must include at least the following data:

- a. the Seller's business name, address and registered office, and if the Seller is a natural person conducting business activity, the address of their place of business;
- b. the Sales Establishment's address;
- c. the Sales Establishment's name, if any; d. phone number, fax number and e-mail address.

3.2.

Upon the verification of the completed registration form by Allegro.pl, a message shall be sent to the e-mail address provided in it, which, in the case of the positive outcome of the verification, shall contain the Agreement. Upon the Seller's approval of the content of the Agreement by replying to the message referred to in the preceding sentence, the Seller shall be sent to their e-mail address the information on the execution of the Agreement with the address of the Individual Website and other information required by law. 3.3.

3.3.

The Sales Establishment shall declare its intention to make Mail Order Sales according to the procedure referred to in Article 68.3c of the Pharmaceutical Law Act indicating the address

of the Individual Website as the address of the website on which the Sales Establishment will make the Mail Order Sales of medicinal products. If, prior to the establishment of the cooperation with Allegro.pl, the Seller declared their intention to make mail order sales of medicinal products indicating the address of a different website, the Seller shall update their declaration indicating the address of the Individual Website as the address of the website on which the Sales Establishment makes the Mail Order Sales.

#### 3.4.

Upon the execution of the Agreement: a. the Seller shall be able to make the Mail Order Sales at Allegro on the principles stipulated in the General Terms and Conditions and the Agreement; b. the Sales Establishment's Listings shall be marked for all visitors at Allegro as "from a Pharmacy" listings.

#### 3.5.

During the Registration of the Sales Establishment's Account and later use of Allegro, the Seller shall provide the required and true data and information and also make true statements. The Seller should update on an ongoing basis the data in the settings after logging in to the Sales Establishment's Account. The Seller may not delete the data provided in the settings of the Sales Establishment's Account after its Registration.

#### 3.6.

In the case of the Registration of more than one Account by the same Seller to make Mail Order Sales by each subsequent Sales Establishment, a separate Agreement must be concluded.

#### 3.7.

The Registration by the same Seller of an Account other than the Sales Establishment's Account shall be possible on general principles provided for in the User Agreement. In this case, however, the sales of Products shall be permitted only in the Sales Establishment's Account and the Seller must ensure that Users are not redirected from Listings in the other Account to the Sales Establishment's Account and the content of such Listings may not otherwise refer to business activities carried out in this Account.

#### 3.8.

The Seller may not use the Sales Establishment's Account to carry out activities that violate the Agreement, the General Terms and Conditions or the User Agreement.

#### 3.9.

The Seller may not make the Sales Establishment's Account available to other persons, except for making it available to persons duly authorised by them to act on their behalf.

## II. INDIVIDUAL WEBSITE

### Article 4. Using the Individual Website

#### 4.1.

Upon the execution of the Agreement referred to in Article 3.2. above, Allegro.pl shall inform the Seller about the address of the Individual Website to make the Mail Order Sales on the terms provided for in the General Terms and Conditions and the Agreement.

#### 4.2.

The Seller shall have the right to use the Individual Website, in particular to post the Sales Establishment's Listings on it.

#### 4.3.

Allegro.pl may not interfere in the content, appearance, graphic layout, type of Products listed, except for the cases described in these General Terms and Conditions and the User Agreement.

#### 4.4.

The Sales Establishment's Listings posted on the Individual Website shall contain the following elements required by law for the website on which mail order sales of medicinal products are made, i.e.:

- a. the Seller's name and registered office;
- b. the Sales Establishment's address;
- c. the authority that issued the Authorisation with the Authorisation number;
- d. contact details of the competent Voivodship Pharmaceutical Inspector, including at minimum the name of the office, the office address, e-mail address, phone or fax number;
- e. clearly visible joint "green cross" logo containing a hyperlink to the record referring to a specific pharmacy in the list of pharmacies selling products by mail order [http://ra.rejestrymedyczne.csioz.gov.pl/](http://ra.rejestrymedyczne.csioz.gov.pl/layouts/15/ra/InternetPharmacies.aspx) layouts/15/ra/InternetPharmacies.aspx,
- f. the reference to the information available at <https://www.gif.gov.pl/bip/internetowa-sprzedaz-le/415,Internetowa-sprzedazlekow.html>,
- g. the reference to the National Register; h. the link to the Authorisation in the PDF format.

#### 4.5.

The Seller shall be responsible for the content of the Individual Website published by them.

4.6.

The rights under the Agreement, including the rights to the Individual Website, may not be transferred, with the proviso that, with the consent of Allegro.pl, such rights may be transferred in the event of issuing the decision to assign the Authorisation pursuant to Article 104a of the Pharmaceutical Law Act to the entity that has acquired the Sales Establishment, if all the following conditions are met:

- a. The entity that has acquired the Sales Establishment must present of a copy of the final administrative decision referred to in Article 104a.1 of the Pharmaceutical Law Act;
- b. The entry in the National Register regarding the designation of the entity making mail order sales of medicinal products in the Sales Establishment is updated by indicating the entity that has acquired the Sales Establishment.

## **Article 5. THE SALES ESTABLISHMENT'S LISTINGS**

5.1.

Only a sales contract with the Buy It Now option may be concluded in the Sales Establishment's Listing. The Sales Establishment's Listing may be for one or more pieces of a Product.

5.2.

The sales of Products in the Sales Establishment's Account should be related only to the business activity consisting in the Mail Order Sales in the Sales Establishment. Items which are not Products may not be sold in the Sales Establishment's Account.

5.3.

In the Sales Establishment's Account the Seller may not offer Products the trade in which violates applicable laws, in particular:

- a. Products recalled or suspended;
- b. Products past their expiry dates;
- c. Products not legally marketed in the Republic of Poland;
- d. non-original Products (the so-called "counterfeit products"), including falsified medicinal products within the meaning of Article 2.38 of the Pharmaceutical Law Act;
- e. Products the trading of which infringes third-party rights (in particular copyrights and other intellectual property rights) and the listing of which may be considered as infringing good practice;

f. Products included in the list of medicinal products, foodstuffs intended for particular nutritional uses and medical devices that may become unavailable on the territory of the Republic of Poland referred to in Article 37av.14 of the Pharmaceutical Law Act.

5.4.

Notwithstanding the provisions of Article 5.3., the following may not be offered:

- a. narcotic drugs, psychotropic substances, intoxicating substances;
- b. Products prescribed by physicians;
- c. Products that may be issued to patients who reach a certain prescribed age;
- d. Products reimbursable under the Polish Act of 12 May 2011 on the reimbursement of medicines, foodstuffs for particular nutritional uses and medical devices;
- e. Products in opened, tampered with, damaged or non-original packaging;
- f. Used Products;
- g. medicinal products purchased from an entity other than a pharmaceutical wholesale company;
- h. pharmaceutical raw materials;
- i. medical devices containing software that violates the manufacturer's licence, as a test version, freeware, shareware, abandonware.

5.5.

In the Sales Establishment's Account the Seller may not offer medicinal products as additional free products ("freebies") to Products.

5.6.

A Sales Establishment's Listing shall be posted by filling in the sales form available in the Account at Allegro, thus specifying all terms of the Transaction.

5.7.

The sales form referred to in Article 5.6. above shall contain at least the following information:

- a. the Seller's name and registered office;
- b. the Sales Establishment's address;
- c. the authority that issued the Authorisation and the Authorisation number;

- d. the Product price;
- e. the payment method;
- f. shipping costs and the delivery date and method;
- g. costs of the use of means of remote communications if they are calculated otherwise than according to the standard tariff;
- h. the date until which the Sales Establishment's Listing is binding;
- i. non-application of the Polish Consumer Rights Act of 30 May 2014 (item 827 in the Journal of Laws) in accordance with Article 3.1.7 of this Act;
- j. the possibility of returning a medicinal product only in the cases referred to in Article 96.6 of the Pharmaceutical Law Act.

5.8.

In order to create the description of the Sales Establishment's Listing concerning a medicinal product, the Sales Establishment shall fill in the sales form available on the relevant Allegro page, providing the following information:

- a. the Listing title containing at least the Product proper name;
- b. the Product description containing at least the full Product proper name, its generic (international) name, dose, packaging size, pharmaceutical form;
- c. the category in which the Product is listed;
- d. the Product price;
- e. the payment method;
- f. shipping costs and the delivery date and method;
- g. costs of the use of means of remote communications if they are calculated otherwise than according to the standard tariff;
- h. the date until which the Listing is binding;
- i. non-application of the Polish Consumer Rights Act of 30 May 2014 (item 827 in the Journal of Laws) in accordance with Article 3.1.7 of this Act;
- j. in the case of a medicinal product – the possibility of returning it only in the cases referred to in Article 96.6 of the Pharmaceutical Law Act;
- k. the Sales Establishment's name and registered office;

l. the Sales Establishment's address; m. the authority that issued the Authorisation and the Authorisation number.

5.9.

The Sales Establishment's Listings shall be posted on the Individual Website and in Allegro resources available to Users. The description of the Sales Establishment's Listing should be supplemented with at least one photo presenting the Product on offer.

5.10.

The Seller shall accept payments from Buyers for Transactions, made using the payment methods available at Allegro. The Buyer's payment, depending on the payment method selected by them, shall be processed under the conditions set forth in Appendix No. 7A or Appendix No. 7B to the User Agreement.

5.11.

The use of additional options in the Sales Establishment's Account to distinguish the Sales Establishment's Listing from other Listings shall be prohibited.

5.12

The description of the Sales Establishment's Listing may not include content being an advertisement of the medicinal product or of the Sales Establishment.

5.13.

The Sales Establishment's Listing concerning a medicinal product should be posted in the "OTC drugs" category and in the sub-category corresponding to the specific nature of a particular medicinal product.

5.14.

Relevant provisions of Appendix No. 2 to the Allegro User Agreement (Rules on Creating Transaction Description) shall apply to the matters not governed by this article.

## **Article 6. THE COURSE OF THE TRANSACTION**

6.1.

Upon the acceptance of the Product Listing terms, the Buyer shall fill in the Order Form on the page of this Listing and confirm their choice. Upon the confirmation of the choice, the completed Order Form shall be displayed to the Buyer and sent to the e-mail address assigned to their Account.

6.2.



The confirmation of entering into an agreement between the Buyer and the Seller in the form of the Order Form shall be sent automatically by e-mail (or alternatively by other means of electronic communications) and shall be for information purposes only. In the e-mail referred to in the previous sentence, the parties to the agreement shall receive the following data (as currently appearing in their Account settings):

- a. the Sales Establishment's name, address, phone number;
- b. the Authorisation number;
- c. the Buyer's data: the full name or the business name and address, the e-mail address, the contact phone number;
- d. the recipient's data: the full name or the business name and address, the contact phone number – if not the same as for the Buyer;
- e. the ordered Product data: its name, dose, packaging size, pharmaceutical form, number of packages; the order number and date, the full name of the person accepting the order on behalf of the Sales Establishment.

## **Article 7. FEES**

### **7.1.**

Amounts of fees for posting the Sales Establishment's Listings, the terms of collecting them, the method of their calculation and the terms of issuing and sending invoices are provided for in Appendix No. 4 to the User Agreement (Fees and Commissions).

### **7.2.**

In the case of the Sales Establishment's Listings concerning medicinal products (OTC drugs), no commissions shall be charged on the sales of Items.

## **Article 8. OTHER OBLIGATIONS OF USERS**

The Seller shall keep own records of orders processed in the Sales Establishment's Account as per the requirements of Article 68.3g of the Pharmaceutical Law Act.

## **II. MISCELLANEOUS**

1. Headings (titles of particular articles) herein have been added for convenience only and shall not affect the interpretation of the User Agreement.
2. If any provision hereof is held invalid by a final and absolute judgement of the common court, the remaining provisions shall remain in full force and effect.
3. Relevant provisions of the Allegro User Agreement shall apply to the matters not governed by these Terms and Conditions.

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## 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](http://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](mailto: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 incompliance 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](mailto: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](mailto: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](mailto:spolecznosc@allegro.pl) or in writing to the following address: Allegro.pl sp. z o.o. ul. Grunwaldzka 182, 60-166 Poznań.

# Transitional period regarding the rules specified in Appendix 13

Bearing in mind the importance of the introduced changes and the legitimate interests of Users, the implementation of Allegro Lokalnie will involve a transitional period to enable specific groups of Users to adapt to changes and sort out any matters related to sales with Allegro.

The transitional period also defines the rules on which Listings set up before the implementation of Allegro Lokalnie will remain in effect after the implementation of Allegro Lokalnie for the Users of Standard Accounts who have not been qualified for the above groups.

1. The transitional period shall last from the date when Allegro Lokalnie is implemented, understood as the time when amendments to the User Agreement covering Appendix No 13 to the User Agreement enter into force, till 30 June 2020.
2. During the transitional period, the conditions set out in paragraph 3 below shall apply only to Standard Accounts whose Users meet at least one of the following conditions:
  - a) during the 12 months preceding the implementation of Allegro Lokalnie (the date Appendix No 13 to the User Agreement enters into force), the User had three times, each time for at least one month, at least 50 active Listings;
  - b) during the 12 months preceding the implementation of Allegro Lokalnie, (the date Appendix No 13 to the User Agreement enters into force), the User's average (gross) revenue from sales through Allegro.pl was PLN 1,000 (say: one thousand zlotys) four times, each time for at least one month, whereby at least one of the month's meeting this requirement must fall between 1 May and 31 August 2019;
  - c) On 16 September 2019, the User had the store subscription service active (the service must be active on the day when Allegro Lokalnie is implemented);
  - d) User within 12 months before implementation of Allegro Lokalnie (day of appendix no. 13 coming into effect), three times, each time for at least for one month had at least 6, but no more than 50 Listings in Automotive category;whereby each condition shall be counted separately for each Standard Account. The Transitional period shall apply exclusively to Standard Accounts for which the respective condition has been satisfied.
3. In the transitional period, the Users referred to in paragraph 2 above will continue to use Allegro on previous terms, subject to the following rules:

a) requesting a refund of the commission fee concerning the Listings is only possible until 30 June 2020, requests submitted before the date will be processed in accordance with the previous rules;

b) Listings may be renewed only until the end of the transitional period;

c) no Announcements can be listed on Allegro Lokalnie.;

d) the use of services dedicated to Business Accounts is possible only until 30 June 2020; all services for the Business Accounts shall be deactivated as of 1 July 2020.

4. In the transitional period, Listings posted on each Standard Account which have not qualified for any of the groups referred to in paragraph 2 above, but which are active at the time when Allegro Lokalnie is deployed, will function on the basis of the following rules:

a) Listings shall be active until they expire;

b) Listings that are automatically renewed at the start of the transitional period shall be automatically renewed for the transitional period, but shall not last longer than until 30 June 2020;

c) Listings cannot be relisted during the transitional period;

5. During the transitional period, Users of Standard Accounts that have not qualified for any of the groups referred to in paragraph 2 above may:

a) Use the store subscription service only until the end of the transitional period. On the day when the transitional period ends, the subscription will expire and the fee will be refunded in proportion to the time remaining until its expiry on the previous terms.;

b) Submit requests for commission reimbursement solely with reference to the Transactions made as part of the Listings, but no later than before 30 June 2020; the requests submitted before that date shall be examined on previous terms.

6. At the expiry of the transitional period, any and all services and features activated as part of the Standard Account shall be deactivated, and pursuant to the User Agreement, once Allegro Lokalnie has been launched, they shall be available to Business accounts only.