

Allegro User Agreement

(...)

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

(...)

7.3 The Buyer shall enter into an agreement with the Seller, confirming the purchase using "Buy and Pay" button, **or a similar one**, subject to Article 3.3.

(...)

Appendix No. 2

Appendix No. 2: Rules on creating Transaction description

Article 1. DESCRIPTION OF THE LISTING

(...)

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). In the case of Listings posted in the category: "Food > Catering", the "Description" field may contain contact details and information related to the Item delivery. **The above rules do not apply to Listings for which separate agreements made with entities cooperating with Allegro.pl otherwise specify the terms and conditions concerning their description.**

(...)

Appendix no. 4

Appendix no. 4 Fees and commissions

(...)

Part III. Sale commissions

5. Sale commissions are collected on the terms described below:

Category	Commission rate
"Office and advertising" (the "Mugs, glasses, beer mugs & steins" subcategory in the "Gadgets" subcategory)	11%
"Home and garden" ("Decorations and ornaments", "Bed linen and blankets", "Christmas and other special decorations" subcategories in the "Equipment" category)	13%
"Home and garden" ("Equipment" subcategory except for "Smart home", "Carpets and rugs", "Kitchen tools", "Tableware", "Decorations and ornaments", "Bed linen and blankets", "Christmas and other special decorations")	12%
"Home and Garden" (subcategory "Footwear" within the subcategory "Tools" all "Accessories" subcategories, "Other" and "Roofing accessories", "Other accessories", "Assembly accessories", "Accessories for boilers and furnaces", "Window accessories", "Assembly accessories", "Masonry accessories", "Painting accessories", "Furniture accessories",	The amount of the commission depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100

“Accessories and fixtures”, “Beekeeping accessories”, “Assembly accessories”, “Swimming pool accessories”, “Pot accessories”, “Accessories for plants”, “Lighting accessories and fixtures”, “Bathroom accessories”, “Non-slip rug underlay accessories”, “Bartender accessories”, “Kitchen accessories”, “Net curtain accessories”, “Roller-blind accessories”, “Curtain accessories”, “Garment accessories”)	
“Home and garden” (the “Boilers and furnaces” subcategory in the “Construction and accessories” subcategory)	The amount of the commission depends on the final price: up to PLN 1,000: 12%; between PLN 1000.01 and PLN 2,000: PLN 120 + 4% on the surplus over PLN 1,000; over PLN 2,000: PLN 160 + 2% of the surplus over PLN 2,000
“Home and garden” (“Lighting” subcategory and “Carpets and rugs”, Kitchen tools” except for the categories: “Flasks and thermo-mugs” and “Bottles, water bottles and lunchboxes”, “Tableware” within “Equipment” subcategory, the “Lighting” subcategory in the “Garden” category)	11%
“Home and garden” (the “Furniture” subcategory except for the “Gaming chairs” subcategory)	10%, not more than PLN 200
“Home and garden” (“Furniture” subcategory except for the “Gaming chairs” subcategory , the “Pumps and hydrophores”	10%, not more than PLN 100

subcategory in the "Garden" category)	
"Home and garden" ("Garden furniture", "Gaming chairs" and "Accessories and fixtures" subcategories, "Vices", "Wrenches", "Hammers, cutters and chisels", "Sheet metal shears", "Protective and work clothing", "Tool organisation and storage", "Other", "Pliers, shears, pincers", "Tool sets", "Staplers" subcategories within "Tools" subcategory)	9%
"Home and garden" (the "Saws" subcategory in the "Gardening tools" category", "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", "Snowthrowers", "Crushers", "Verticutters and aerators", "Cabins", "Playgrounds", "Charcoal grills", "Gas grills", "Electric grills", "Garden fireplaces", "Central vacuum cleaners", "Alarms")	The amount of the commission depends on the final price: up to PLN 100: 7%, over PLN 100: PLN 7 + 6% on the surplus over PLN 100
"Home and garden" (the "Pressure washers" and "Compressors and air	6%, not more than PLN 70

compressors" subcategories in the "Tools" category)	
"Child" (the "Toys" subcategory, excluding the "Building blocks" and "Games" subcategories)	The commission amount depends on the final price: up to PLN 50: 13%, above PLN 50: PLN 6.5 + 8% on the surplus above PLN 50
"Child" ("Towels and cloak towels" subcategory" , "Accessories for mums and children", except for the "Baby monitors and breathing monitors" subcategory, "Baby feeding supplies" excluding the "Baby food" subcategory, "Events, parties" and "Accessories" subcategories in the "Strollers" category, "Accessories" in the "Car safety seats" category)	12%
"Child" (the "Sports" subcategory in the "Footwear" subcategory)	The amount of the commission depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Child" ("Toys" subcategory, excluding the "Building blocks" subcategory) the "Games" subcategory in the "Toys" category)	the amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Child" ("Clothes", "Footwear" "Accessories for mums and children" except for the "Baby monitors and breathing monitors" subcategory, "Events, parties", "Baby feeding supplies" excluding the "Baby food" subcategory excluding the "Sports" subcategory, the "Lamps"	11%

subcategory in the "Child's bedroom" category)	
"Child" ("Furnitures" subcategory)	10%, not more than PLN 100 200
"Child" (the "Car safety seats" subcategory, excluding the "Accessories" category)	The amount of the commission depends on the final price: up to PLN 300: 10%, over PLN 300: PLN 30 + 4% on the surplus over PLN 300
"Child" ("Garden toys" subcategory)	9%
"Child" (the "Strollers" subcategory, excluding the "Accessories" subcategory)	The amount of the commission depends on the final price: up to PLN 800: 9%, over PLN 800: PLN 72 + 3% on the surplus over PLN 800
"Child" ("Car safety seats", "Strollers" subcategories)	8%, not more than PLN 80
"Photography" (all subcategories: "Accessories", "Other", "Accessories and cleansing agents", "Waterproof accessories", "Archiving accessories" "Darkroom accessories")	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 6% on the surplus above PLN 50
"Photography" ("Photographic accessories", "Photo booths", "Literature and manuals", "Other", "Items for a photo shoot", "Prints" subcategories)	9%
"Collectibles" (excluding the subcategories below)	9%, not more than PLN 80
"Collectibles" (the "Squeezers and presses" subcategory in the "Winemaking" subcategory)	11%

“Computers” (all “Accessories” subcategories, “Other” and “Other accessories”, “Refurbishment accessories”, “CD accessories”, “Server accessories”, “Network accessories”)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 6% on the surplus above PLN 50
“Computers” (“Other” subcategory in “Internet” category)	8%, not less than PLN 1.5
“Computers” (the “Power strips and line filters” subcategory in the “Power strips and UPS” subcategory)	8%
“Computers” (“Network devices” subcategory except for “File servers – NAS”, “IP cameras” subcategories, “Power strips and UPS” excluding the “Power strips and line filters” subcategory, “Pointing devices”, “Optical disc drives and storage media” subcategories except for “CD accessories” subcategory, “Soundcards”, “Power supply units”, “Housings”, “Microphones and headphones”, “Loudspeakers” subcategories	6%
“Consoles and game machines” (all “Accessories” subcategories, “Other” and “Other accessories”)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 6% on the surplus above PLN 50

"Culture and entertainment" (the "Gadgets" category)	8% 10%
"Industry" (the "Concrete mixers" subcategory in the "Industrial construction" subcategory)	8%
"Industry" ("Professional cleaning devices" subcategory, "Industrial construction", excluding subcategories, "Concrete mixers", "Styrofoam cutting", "Construction Chemicals", "Materials and Accessories", "Surveying Equipment", "Compressors and air compressors", "Site Plant and Facilities", "Work at Heights", "Other", subcategory "Plant and machinery" except for subcategories below)	6%
"Industry" (the "Compressors and air compressors" subcategory)	6%, not more than PLN 70
"Handmade crafts" (excluding the subcategories below)	15%
"Handmade crafts" (the "Handmade goods" subcategory)	10%
"Consumer electronics and home appliances" (the "Fans and air circulators" subcategory in the "AC and ventilation systems" subcategory)	12%

“Consumer electronics and home appliances” (all “Accessories” subcategories, “Other”, excluding the “Breathalyzers” subcategory, the “Accessories for home appliances” subcategory, “Measuring accessories”, “Record player accessories”, “TV accessories” in Electronics category)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 6% on the surplus above PLN 50
“Consumer electronics and home appliances” (the “Breathalyzers” subcategory and the “Camera recorders” subcategory in the “Cameras” category)	The amount of the commission depends on the final price: up to PLN 150: 9%, over PLN 150: PLN 13.50 + 6% on the surplus over PLN 150, not more than PLN 70
“Consumer electronics and home appliances” (the “Power strips” subcategory in the “Electronics” subcategory, except for “Other”, “Fan heaters” and “Electric heaters” subcategories in the “For home” subcategory)	8%
“Consumer electronics and home appliances” (the “Steamers, washers/cleaners and steam mops” subcategory in the “For home” subcategory)	The amount of the commission depends on the final price: up to PLN 100: 7%, over PLN 100: PLN 7 + 6% on the surplus over PLN 100
“Consumer electronics and home appliances” (“Portable audio equipment”, “Car audio equipment”, “Satellite equipment”, “Other”	6%

subcategories except for "Breathalysers" subcategory, "Headphones", "TV and video" subcategory except for "Subscriptions" and "TV Accessories" subcategories)	
"Consumer electronics and home appliances" ("Devices" subcategory except for "GPS and accessories", "Cameras" subcategories except for "Accessories", "Camera recorders", "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, "Camera recorders", "Fan heaters", "Electric heaters", "Steamers, washers/cleaners and steam mops", as well as "AC and ventilation systems", "Split air conditioners" and "Portable air conditioners" subcategories)	5%
"Consumer electronics and home appliances" ("Readers" subcategory in "E-readers" subcategory, "Dampers", "Split air conditioners", "Portable air conditioners" and air	4%

conditioners " subcategories)	
"Sport and tourism" ("Towels" subcategory in the "Water sports" category the "Quick-drying towels" in the "Hygiene" subcategory and "Gym towels" in the "Workout accessories" subcategory in the "Gym and fitness" category)	12%
"Sport and tourism" ("Gym and fitness", "Winter sports" except for "Clothes", Gym and fitness" excluding the "Clothes" subcategory, "Shoes" and "Supplements and nutrients" subcategories and "Gym towels" in the "Workout accessories" subcategory)	The amount of the commission depends on the final price: up to PLN 150: 10%, over PLN 150: PLN 15 + 8% on the surplus over PLN 150
"Telephones and accessories" (all "Accessories" subcategories, "Other" and "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" ("Other" subcategory)	9%
"Beauty" (subcategory "Suncare", "Face", "Hair" except for subcategories below)	8% 9%

(...)

Part IV. Fees for additional options

(...)

8. For listings with additional options: "Listing feature" and "Listing feature + Bold + Highlight" pack, an additional commission is charged in the amount of 0,5 0,6 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.

(...)

Part VI. Settlements

A. Settlements of amounts payable

(...)

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.

Settlement data may be managed upon logging in; from their Account, each User may view their current and past settlement and transaction reports that state the fees and commissions charged, and the refund amounts, i.e. the settlement balance)

(...)

Appendix No. 5

Appendix No. 5. Privacy Protection Policy

(...)

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.

10. Collection of the data from the Allegro.pl Helpline inbound calls: All inbound calls to Allegro.pl are recorded for the purpose of managing queries and establishing, exercising, or defending claims.

(...)

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:

(...)

11) provision of the Allegro Pay service;

(...)

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:

4) entities cooperating with Allegro.pl that offer their financial services under the Allegro Pay Later and Allegro Pay services, to assess the User's creditworthiness, analyse the credit risk, and to grant a potential loan.

(...)

Appendix No. 12

I. Definitions

"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 of Items on terms specified in and in accordance with these Terms and Conditions <https://allegro.pl/dla-sprzedajacych/allegro-smart-zasady-rozliczen-0K6XkWDOeCP>.

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 Allegro purchased on the Sellers' Listings without paying the delivery fee, subject to the fees payable by the Sellers in connection as part of the fees paid by the Sellers in connection with the use of the Item delivery methods specified in the Allegro User Agreement and** with the 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.

(...)

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.

(...)

IV. Rights and obligations of Seller using the Service

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 in the preceding sentence shall be made available for downloading by the User in the [Delivery Settings](#) tab in 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.](#) ,

Service Provider's Terms and Conditions – valid documents governing the terms and conditions on which the Service Provider provides the Services, i.e. the General Terms and

Conditions of Service Provision by DPD Polska sp. z o.o. in Domestic Trade, which is available at:

<https://www.dpd.com.pl/var/dpd/storage/original/application/9852d12993a5a4d68f5da09f2a0a2b8d.pdf>

the General Terms and Conditions of Service Provision in International Trade which is available at:

<https://www.dpd.com.pl/var/dpd/storage/original/application/8a49ff31e0ebdc0bf06f07e4e75283e9.pdf> and

the Detailed Terms and Conditions of Service Provision available at:

<https://www.dpd.com.pl/var/dpd/storage/original/application/cff8db407f648671b42d6dbc7d2301af.pdf>

Pocztex Service Terms and Conditions (Terms and Conditions of the provision of the Pocztex service in Poland and Appendix to the Terms and Conditions) available at www.pocztex.pl

Terms and Conditions of the Provision and Use of a Non-Universal Postal Service with the trade name: "Przesyłka firmowa eCommerce" ["eCommerce Business Parcel"] available at:

<https://allegro.pl/regulaminy/zasady-wykonywania-i-korzystania-z-uslugi-pocztowej-niepowszechnej-pod-nazwa-handlowa-przesylka-firmowa-ecommerce-vKYv9Bb1xi4>

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.

(...)

V. Payments and settlements

1. **In connection with provision of Additional Services,** **t**The Seller shall make the following settlements in connection with the use of the delivery methods provided by the Suppliers and with the provision of the Additional Services:

a) with Allegro.pl, when using the delivery services provided by the Suppliers listed at <https://allegro.pl/dla-sprzedajacych/allegro-smart-zasady-rozliczen-0K6XkWDOeCP>, in accordance with the price list specified by Allegro.pl for such delivery methods, as described in Appendix 4 to the Allegro User Agreement.

a.b. 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.c. 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) <https://allegro.pl/regulamin/en/appendix-4#part-v-delivery-and-additional-services-costs>, 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. **b 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. **a and c 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. **b 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. **c 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. **c b** will be provided to the Seller in the Seller's Account settings.

(...)

Appendix No. 13

Appendix No. 13. Allegro Lokalnie

(...)

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

(...)

Appendix No. 17

Appendix No. 17. Charity Listings

(...)

4. Charity Listings

4.6. **In the case of Under** Charity Listings, the following products/services **shall are not be** available:

a) the 'Raty **ZERO**' product at Allegro referred to in the terms and conditions available at: <https://allegro.pl/regulaminy/regulamin-raty-zero-na-allegro-qzr3GmGeEhE>
<http://allegro.pl/raty/regulamin> **and**

b) the 'Allegro Zapłać Później' **functionality service** referred to on the webpage: <https://allegro.pl/pomoc/dlakupujacych/allegro-zaplac-pozniej/jak-kupowac-uzywajac-allegro-zaplac-pozniejXE8OmnZbxig>. <https://allegro.pl/regulaminy/regulamin-uslugi-allegro-zaplac-pozniej-z8XAXR6ZYFL>

c) the Allegro Pay service provided in accordance with its Terms and Conditions.

(...)

Terms and Conditions of the Coin Program

(...)

§2. Definitions

25. **Allegro Pay** – a service offered on Allegro which enables the Buyers to perform the Item purchase agreement without the need to make an instant payment and which is provided in keeping with its Terms and Conditions.

§5. The rules of redeeming Allegro Promotional Vouchers

1. An Allegro Promotional Voucher may be redeemed only to make a payment for a Transaction, except for payments in instalments **and in the event of using the Allegro Pay Later or the Allegro Pay services**. If an Allegro Promotional Voucher is not redeemed within the period specified in §4.10, the Participant shall not be entitled to receive its equivalent in any other form.

(...)

REGULAMIN USŁUGI „Allegro Smart!”

I. Definicje

(...)

“Allegro Pay” - usługa oferowana w ramach Allegro umożliwiająca Nabywcy realizację umowy sprzedaży Towaru bez konieczności natychmiastowej zapłaty ceny, świadczona zgodnie z postanowieniami jej regulaminu.

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V. Benefity dla Nabywców w związku z Usługą Allegro Smart!

1. Zawarcie przez Nabywcę umowy na Usługi Allegro Smart! uprawnia go do korzystania z Benefitów, jeżeli są one dostępne w bieżącej ofercie promocyjnej Allegro.

2. Warunkiem korzystania z określonych Benefitów przez Nabywców musi być uprzednia akceptacja właściwego regulaminu w przedmiocie usługi lub programu, którego Benefit dotyczy.

3. Benefity stanowią formę promocji Usługi. Allegro może według własnego uznania oferować różne Benefity na wybrany przez siebie okres, a także organizować inne akcje promocyjne dotyczące Usługi, w związku z tym uprawnione jest w szczególności do całkowitego lub okresowego obniżenia opłat za świadczoną Usługę, rozszerzenia katalogu

Benefitów (np. przyznanie Nabywcy Monet za zakup Usługi), jak również aktywowania w późniejszym okresie dodatkowych nagród przyznanych w ramach sprzedaży premiowej na moment sprzedaży Usługi Allegro Smart!, na warunkach przewidzianych odrębnie dla takich akcji.

4. Na chwilę publikacji Regulaminu dla Nabywców dostępne są Benefity określone w artykule V ust. 5 – 6 7 poniżej. Bieżąca oferta promocyjna Allegro ogłaszana jest w Serwisie.

5. Obsługa Nabywcy w Programie Ochrony Kupujących z gwarancją rozpatrywania zapytań i zgłoszeń, w tym wypłaty rekompensat związanych z Programem Ochrony Kupujących, w terminie do 2 dni roboczych od chwili ich otrzymania z wyłączeniem sobót i niedziel oraz dni wolnych od pracy. Regulamin określający warunki i zasady korzystania z usługi Programu Ochrony Kupujących znajduje się pod adresem: <https://allegro.pl/regulamin/pl/zalacznik-9>.

6. Benefit „Smart! Okazje” w postaci możliwych do otrzymania dodatkowych rabatów na Oferty prezentowane w wydzielonej części Serwisu o nazwie „Smart! Okazje” lub w postaci wcześniejszego niż pozostali Użytkownicy dostępu do promocyjnych Ofert udostępnianych przez Allegro w ramach Serwisu. Strona internetowa, na której Nabywca może skorzystać z przedmiotowego Benefitu znajduje się pod adresem <https://allegro.pl/strefaokazji/smartokazje>.

7. Benefit w postaci możliwości otrzymania dedykowanej oferty zawarcia umowy w ramach usługi Allegro Pay, po spełnieniu warunków określonych w jej regulaminie.

7 8. Przekazywanie niektórych Benefitów odbywać się będzie w ramach sprzedaży premiowej związanej z nabyciem Usługi. Ich wartość nie przekroczy limitów uprawniających do skorzystania ze zwolnienia z podatku dochodowego od osób fizycznych.

(...)

Allegro Gift Card Terms and Conditions

I. Definitions

(...)

15. **Allegro Pay** – a service available on the website which enables the User to perform the Item purchase agreement without the need to make an instant payment and which is provided in keeping with its Terms and Conditions.

(...)

III. General rules for Gift Card use

(...)

8. Users shall not be allowed to use a Gift Card for Transactions where:

a) they are making a hire purchase or using loan products, the Allegro Pay service etc. available on the Website as part of the Payment Service,

b) they have chosen the payment at delivery option (cash on delivery parcels or in-store pick-up without pre-payment).

(...)

Regulamin usługi Allegro Zapłać Później

(...)

§ 2. Zasady korzystania z usługi Allegro Zapłać Później

1. Niniejszy Regulamin określa zasady i warunki korzystania z usługi Allegro Zapłać Później w ramach płatności dokonywanych pomiędzy Użytkownikami na Allegro. Z chwilą akceptacji niniejszego Regulaminu Kupujący zawiera umowę z Allegro.pl o korzystanie z usługi Allegro Zapłać Później.

2. Możliwość korzystania z usługi Allegro Zapłać Później organizowana jest przez Allegro.pl we współpracy z PayPo. PayPo jest instytucją pożyczkową w rozumieniu art. 5 pkt 2a ustawy z dnia 12 maja 2011 roku o kredycie konsumenckim, wpisaną do Rejestru Instytucji Pożyczkowych, prowadzonego przez Komisję Nadzoru Finansowego, pod numerem 135.

3. W ramach Allegro Zapłać Później Allegro.pl udostępnia Kupującym możliwość zawarcia umowy z Partnerem o udzielenie Kredytu Konsumenckiego w wysokości wartości Transakcji wraz z kosztami dostawy oraz usługami dodatkowymi o ile takie są dostępne, który jest przekazywany Sprzedawcy celem pokrycia zobowiązania pieniężnego Kupującego w zamian za zobowiązanie Kupującego do spłaty udzielonego Kredytu Konsumenckiego w terminie wskazanym przez Partnera w umowie o Kredyt Konsumencki.

4. Płatność za pomocą usługi Allegro Zapłać Później dostępna jest w ramach Transakcji dotyczących Towarów pochodzących z Ofert publikowanych w kategorii „Dziecko”, których wartość wraz z kosztami dostawy mieści się w przedziale od 40 (czterdzieści) zł do 500 zł (pięćset) złotych. Informacje dotyczące dostępności usługi Allegro Zapłać Później w ramach poszczególnych ofert znajdują się na stronie <https://allegro.pl/pomoc/dla-kupujacych/allegro-zaplac-pozniej/kiedy-nie-skorzystam-z-allegro-zaplac-pozniej-KMLKy6AdYc6>

5. Allegro Zapłać Później nie jest udostępniana w ramach Ofert, których wykaz znajduje się na stronie <https://allegro.pl/pomoc/dla-kupujacych/allegro-zaplac-pozniej/kiedy-nie-skorzystam-z-allegro-zaplac-pozniej-KMLKy6AdYc6>

6 5. W ramach Allegro Zapłać Później Allegro.pl na zlecenie Kupującego dokonuje czynności związanych z przygotowaniem i oferowaniem umowy o Kredyt Konsumentcki oraz zapewnia Kupującym możliwość weryfikacji i zarządzania relacją z Partnerem (np. inicjowanie spłaty Kredytu Konsumentckiego za pośrednictwem usług Operatorów Płatności, złożenie zlecenia przedłużenia okresu na jaki Kredyt Konsumentcki został udzielony) oraz dostęp do informacji w tym informacji historycznych w zakresie dokonanych zakupów, informacji o zaległościach w płatnościach w ramach konta Użytkownika prowadzonego na jego rzecz w Allegro w zakładce „Allegro Zapłać Później”.

7 6. Allegro Zapłać Później jest dostępne w ramach Transakcji dokonywanych za pośrednictwem Aplikacji mobilnej.

8 7. Allegro Zapłać Później udostępniana jest w ramach Transakcji dokonanych za pomocą opcji Kup Teraz jak również poprzez dodanie do „koszyka”, w tym także od wielu Sprzedających, pod warunkiem, że Towary dodane do „koszyka” pochodzą z Ofert Sprzedających spełniających warunki wskazane w § 3 ust. 6 Regulaminu. Allegro Zapłać Później nie jest udostępniana w ramach Transakcji zawieranych w trybie Licytacji.

9 8. W ramach Allegro Zapłać Później Kupujący nie ma możliwości skorzystania z Monet przyznawanych w ramach Programu Monetowego Allegro, którego zasady zostały uregulowane w Regulaminie Programu Monetowego opublikowanego na stronie <https://allegro.pl/regulaminy/regulamin-programu-monetowego-IDk1gVkvxvSd> ani Kart Podarunkowych Allegro, z których zasady korzystania uregulowane zostały w Regulaminie Kart Podarunkowych Serwisu Allegro opublikowanego na stronie <https://allegro.pl/regulaminy/regulamin-kart-podarunkowych-serwisu-allegro-4GDABoO2OFR>

10 9. Allegro.pl może wykluczyć dostępność Allegro Zapłać Później w ramach Ofert lub Transakcji, w przypadku gdy działania Użytkownika:

- a. naruszają niniejszy Regulamin lub postanowienia Regulaminu serwisu,
- b. polegają na dostarczaniu treści niezgodnych z obowiązującymi przepisami prawa, lub
- c. w inny sposób naruszają przepisy prawa.

11 10. Udostępnienie usługi Allegro Zapłać Później w ramach Allegro jest bezpłatne.

(...)

Regulamin usługi Ads

(...)

II. WARUNKI UCZESTNICTWA

(...)

2.3 Allegro.pl zastrzega, że w ramach Usługi Ads:

a. możliwość korzystania z Ads Link jest udostępniana wyłącznie Partnerom w określonych przez Allegro.pl kategoriach w Allegro,

b. możliwość korzystania z Reklamy Graficznej jest udostępniana pod warunkiem zamieszczenia w ramach tego formatu reklamowego znaku towarowego zastrzeżonego dla danego Towaru z wyłączeniem dodatkowych oznaczeń informujących o Sprzedającym, w tym w szczególności reklam, treści promujących Sprzedającego oraz innych elementów ułatwiających zakup Towaru poza Allegro,

c. możliwość korzystania z niej za pomocą oprogramowania REST API udostępniona jest wyłącznie Partnerom Technicznym.

(...)