

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 on Payment Services of 19 August 2011, the provisions of which have been presented herein 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 Group 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 referred to in Article 5.2.

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 bank account maintained by a bank with its registered office in Poland, subject to Article 5.8.

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 exclusively in the Polish currency.

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 bank transfer or postal order.

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 1.21. 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 by electronic means via the form available at <https://allegro.pl/pomoc/kontakt>. 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 1.21., 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 online 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 **on Payment Services** 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,
- 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 **or**
- 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 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 made in the Polish currency Polish zlotys,

b. traditional non-online transfers or other electronic transfers,

c. payments by payment cards, including non-cash payments made in the Polish currency 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 indicated by the Seller or shall initiate the disbursement of the funds by postal order under the terms provided for in Article 5.7. 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 and in other online services operated by Allegro.pl outside Poland.

4.2. In addition, PayU Service enables Sellers to:

- a. access the history of credited payments made by Buyers;
- b. access the statuses of disbursements initiated by the Seller ("started", "cancelled", "ended");
- c. refund amounts paid by the Buyer until the time of ordering a disbursement, where such refund may be ordered within 12 months from the date of making the payment. 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 the identification referred to in Article 5.3. 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 only all the funds booked in the User's payment account booked in the User's settlement tool to the bank account

maintained by a bank with its registered office in Poland. Disbursements shall be made in accordance with the data referred to in Article 5.3.

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 indicated in Article 5.5.(a);

b. at the beginning of the day indicated by the User in the configuration form — in the case indicated in Articles 5.5.(b), 5.6. and 5.7. In the case indicated in Article 5.5.(a), the User may not withdraw the disbursement order after it has been received by the Payment Operator. In the case indicated in Articles 5.5.(b), 5.6. and 5.7., the User may withdraw their order of the disbursement of funds booked in the settlement tool not later than until the end of the business day preceding the disbursement date indicated by the User.

Scope of information necessary to make a disbursement

5.3. In order to make the disbursement referred to in Articles 5.5.-5.7., 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 number of the bank account 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 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 Articles 5.5.-5.7. shall produce legal effects for the User if correct credentials (username and password) have been entered when logging in to 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 to their bank account maintained in a Polish bank:

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

b. as a recurring disbursement defining the frequency thereof (automatic disbursements). An automatic disbursement can be processed if the amount in the settlement tool is at least PLN 20.

Non-standard disbursements

5.6. Notwithstanding the rule set out in Article 5.1., the Payment Operator, upon the User's special order, shall make the disbursement of funds accrued in the settlement tool by transfer to a bank account maintained by a bank with its registered office outside Poland **or to an account maintained for the Seller in other payment institution**, save that such an order shall be accepted for processing on the first day of the month for amounts below PLN 100, and on the first day and fourteenth day of the month for amounts higher than 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). The User may place a separate order of disbursement to a bank account maintained by a bank with its registered office outside Poland **or to an account maintained for the Seller in other payment institution** at the time different than indicated above, upon agreeing first with the Operator the fee for such order to be paid by the User.

5.7. Notwithstanding the rule set out in Article 5.1., the Payment Operator, upon the User's special order, shall make an automatic disbursement of funds booked **in the payment account 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 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.

5.8. A disbursement by the User of funds booked in the settlement tool to a foreign bank account shall be conditional upon:

- a. the User's bank providing the possibility of settling disbursements in PLN and, if such bank does not settle payments in PLN, 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 PLN; and
- b. the foreign account being maintained by a bank with its registered office in one of European Union Member States or in an equivalent country within the meaning of regulations concerning counteracting money laundering and terrorist financing.

Disbursement Withholding cases

5.9. 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.

5.10. 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

5.11. Subject to Article 5.14 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

5.12. 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 5.11 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 5.11, 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 5.11, 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.

5.13. If the Seller holding several Accounts is qualified to the group of Sellers pursuant to Articles 5.9. and 5.11., 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 5.11. are terminated, the release of Disbursement Withholding shall be made in all Accounts of such Seller.

5.14. 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 5.9.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 this period may be reduced.

5.15. 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.

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, bank 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 **60 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.

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 **PayU 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 of PayU Service** 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 of **PayU Service**, 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 **PAYU **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 **herein 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 **for herein 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 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 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/arttykul/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 Group 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.