

# Appendix No. 16A

## **Appendix No. 16A. General Terms and Conditions of the Delivery Service for Allegro Lokalnie**

### **Article 1. Definitions**

**Recipient** – the Buyer or the recipient of the Item indicated by the Buyer;

**Allegro Lokalnie** – a separate section of the Service Platform dedicated for the conduct of sales by Users of Standard Accounts and 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;

**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 maintained 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;

**Service Provider** – a third party providing Services to Allegro.pl.

The Service Provider shall be InPost sp. z o.o. with its registered office in Krakow at ul. Wielicka 28, 30-552 Krakow, entered into the Register of Entrepreneurs maintained by the District Court for Kraków – Śródmieście in Krakow, 11th Commercial Division of the National Court Register under KRS number 0000543759, share capital: PLN 116,278,450.00, taxpayer's identification number (NIP): 6793108059, company statistical number (REGON): 360781085;

**Label** – a tag on the Parcel provided to the Seller by the Service Provider so that it is affixed to the Parcel;

**Buyer** – a User who has purchased the Item from the Seller as part of an Announcement;

**Announcement** – a proposal to conclude a contract of sales 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 at Allegro Lokalnie, i.e. "Buy It Now" option and "Bidding" option;

**InPost Parcel Locker** – an electronic deposit cabinet (device) operated by the Service Provider and enabling an authorised person to send or collect Parcels as part of self-service;

**Platform** or **Service Platform** – an open e-commerce platform available in the <https://allegro.pl/> domain and in the <https://allegrolokalnie.pl> domain operated by Allegro.pl;

**Postal Law** – Postal Law Act of 23 November 2012 (Journal of Laws of 2020, item 1041, as amended) with the relevant secondary legislation;

**Parcel** – a mail parcel within the meaning of the Postal Law Act containing the Item(s) and delivered as part of the Delivery Service;

**Non-Standard Parcel** – a parcel prepared contrary to the guidelines provided for in Article 3(2)(b)–(d) of the General Terms and Conditions;

**General Terms and Conditions** – these General Terms and Conditions defining the terms and conditions on which Allegro.pl provides the Delivery Service;

**Allegro User Agreement** – the user agreement providing for the rules of the Platform use published at: <https://allegro.pl/regulamin/pl>;

**Service Provider's Terms and Conditions** – *Terms and Conditions of the "Allegro Paczkomaty InPost" Service Provided by InPost Paczkomaty Sp. z o. o.* and valid documents governing the terms and conditions on which the Service Provider provides the Services, as available at: <https://inpost.pl/regulaminy>;

**Seller** – the User who sells Items as part of an Announcement and who uses the Services;

**Item** – the item to which an Announcement pertains;

**User** – an entity which gained access to the services provided by Allegro.pl through the Service Platform on principles laid down in the Allegro User Agreement;

**Service** – a service provided by the Service Provider for Allegro.pl whereby Items are moved between the Seller and the Buyer in accordance with the General Terms and Conditions, the Service Provider's Terms and Conditions and the Postal Law. The services are presented by Allegro.pl on the Service Platform as: Allegro Paczkomaty InPost [Allegro Parcel lockers InPost].

**Delivery Service** – an intermediation service concerning the movement of Items and provided by Allegro.pl to the Sellers against a fee under the General Terms and Conditions, whereby Items may be moved between the Seller and the Recipient without the need to pay any additional related fees as provided for in the Service Provider's Terms and Conditions. The Delivery Service shall include in particular the provision of a functionality whereby the Service Provider is able to classify a given parcel as a Parcel based on the Label and to notify the Recipient of the delivery of the Parcel to the Service Provider.

In the event of a conflict between the definitions contained in the Allegro User Agreement and the definitions used in these General Terms and Conditions, the definitions contained in these General Terms and Conditions shall prevail.

## **Article 2. Terms and conditions of the Delivery Service**

1. Allegro.pl, on the Service Platform and under the General Terms and Conditions, shall provide the Delivery Service to the Users who do not carry out any business and post Announcements in their Standard Accounts. Allegro shall not provide any Delivery Services to the Users who post Announcements in any Business Accounts.

2. To order the Delivery Service, the Seller should:

- a. select the "Allegro Parcel lockers Inpost" delivery method in the Announcement form and indicate the price that the Buyer is to pay for the delivery if this method is used, however not higher than PLN 8.99;
- b. use the shipping form available under My Allegro Lokalnie → My Local Sales → Orders from Buyers;
- c. generate the Label, print it and affix it to the Parcel; the Label is available in the shipping form under My Allegro Lokalnie → My Sales → Orders from Buyers;
- d. place the Parcel in the InPost Parcel Locker.

The Delivery Service shall be deemed ordered only when all the activities referred to in (a) to (d) above have been performed.

3. The fee for the Delivery Service shall be charged in the amount and on the terms provided for in Part V Clause 5 of Appendix No. 4 to the Allegro User Agreement as applicable at the time of ordering the Delivery Service.
4. The Services covered by the Delivery Service shall be provided pursuant to the agreement between Allegro.pl and the Service Provider whereunder Allegro.pl is the consignor (the sender) within the meaning of the Postal Law, once the Service Provider has received a confirmation from Allegro.pl that a given Service may be provided as part of the Delivery Service, in keeping with the General Terms and Conditions, the Allegro User Agreement and the Service Provider's Terms and Conditions.
5. Parcels shall be picked up, transported, sorted and delivered under the General Terms and Conditions, on terms and conditions set out in the Service Provider's Terms and Conditions.
6. Allegro.pl is not a carrier within the meaning of the Transport Law Act (Journal of Laws of 2020 item 8, as amended) and the Civil Code (Journal of Laws of 2019 item 1145, as amended).
7. Where the use of the Delivery Service proves impossible or difficult for reasons attributable to Allegro.pl or to the Service Provider, Allegro.pl shall reimburse the Seller for any fees paid by them charged as per the rules provided for in Part V Clause 5 of Appendix No. 4 to the Allegro User Agreement.

### **Article 3. The rights and obligations of Sellers using the Delivery Service.**

1. The Seller shall pay the fees related to the provision of the Delivery Service in accordance with the price list set out in Part V Clause 5 of Appendix No. 4 to the Allegro User Agreement as applicable at the time of ordering the Delivery Service and within deadlines provided therein.

2. The Seller shall:

- a. comply with the General Terms and Conditions, the Allegro User Agreement, the Service Provider's Terms and Conditions and the Postal Law;
  - b. put Items in the Parcels that are compliant with the Service Provider's Terms and Conditions, the applicable provisions of the Postal Law and the applicable regulations issued by the Universal Postal Union;
  - c. print the Label and affix it to the Parcel correctly, i.e. in accordance with the Service Provider's Terms and Conditions, the applicable provisions of the Postal Law and the applicable regulations issued by the Universal Postal Union;
  - d. wrap the Parcel correctly, i.e. in line with the Service Provider's Terms and Conditions, so that it may be properly picked up, transported, sorted and delivered by the Service Provider.
3. The Seller shall be fully liable to Allegro.pl for any damage caused to Allegro.pl or to the Service Provider due to the shipping, pick-up, transport, sorting or delivery of any Non-Standard Parcel. In particular, the Seller shall reimburse Allegro.pl for all costs, fees or fines charged to or imposed on Allegro.pl by the Service Provider due to the performance by the Service Provider of any activities in respect of any Non-Standard Parcel in the maximum amount defined in Part V Clause 5 of Appendix No. 4 to the Allegro User Agreement.
4. The Seller acknowledges that the Service Provider has the right to refuse to provide the Service if the Service Provider finds that the Parcel to be shipped as part of the Delivery Service is a Non-Standard Parcel.
5. The Seller acknowledges that where it becomes evident that a Parcel is a Non-Standard Parcel only after its pick-up from the Seller, the Service Provider may suspend the provision of the Service and alert Allegro.pl. In such a case, Allegro.pl shall request the Seller to eliminate promptly the condition that prevents the shipment of the Parcel or the provision of the Service, particularly by packing the Non-Standard Parcel in the proper manner or securing it at their own cost. In cases referred to in the preceding sentence, the Seller may be required to pick up the Non-Standard Parcel from the Service Provider at their own cost and to remedy the damage, if any, caused to the Service Provider by that Parcel or in relation to it, or to cover the cost of the Parcel pick-up and to remedy the damage, if any, caused to Allegro.pl by that Parcel or in relation to it.
6. If the Delivery Service or the Service cannot be performed due to the Seller's fault, Allegro.pl shall have the right to return the Parcel to the Seller at the Seller's cost and to seek compensation corresponding to the price of the Delivery Service as specified in Part V Clause 5 of Appendix No. 4 to the Allegro User Agreement.

**Article 4. The processing of personal data in connection with the provision of the Delivery Service.**

1. Allegro.pl is the personal data controller for Sellers with regard to the offer of the Delivery Service on the Service Platform 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. Personal data shall be processed by Allegro.pl in accordance with applicable legal regulations, in particular with the provisions of GDPR. The legal basis for the processing of Sellers' personal data by Allegro.pl shall be Article 6(1)(b) of GDPR, i.e. the processing is necessary for the performance of the contract between the Seller and Allegro.pl concerning services provided by Allegro.pl on the Platform, including the Delivery Service.
3. The Seller 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.
4. The Sellers' personal data shall be processed by Allegro.pl for the following purposes: providing the Delivery Service; handling complaints; bookkeeping; creating statistics and analyses; establishing, exercising or defending claims; and ensuring accountability with respect to the personal data processed.
5. The Seller's personal data processed by Allegro.pl shall include the following information: the username (login), the full name, the address of residence or stay, phone number, e-mail address, the address for the delivery and return of Items, the parcel status, the parcel collection code and the number of a consignment note (tracking number) as long as the Service Provider provides such a number.
6. The Service Provider is also a personal data controller in respect of the personal data of the Sellers within the scope related to the provision of the Services by the Service Provider. The detailed principles pertaining to the processing of the Sellers' personal data by the Service Provider in connection with the Service provision are described in the Service Provider's Terms and Conditions.
7. Personal data of the Sellers may be transferred to:
  - a. the Service Provider in order to ensure Allegro.pl's accountability of the fulfilment of obligations arising from the agreement made with that Service Provider;
  - b. the Service Provider, at the Sellers' request, to refer questions or complaints regarding the services provided by the Service Provider;
  - c. the entities authorised to receive such data under applicable provisions of law, including appropriate judiciary authorities.
8. For the Delivery Service to be provided, the Seller shall provide Allegro.pl with the personal data of Recipients. The aforementioned personal data shall be processed by Allegro.pl in accordance with applicable legal regulations, in particular with the provisions of GDPR.
9. Relevant provisions of Appendix No. 5 to the Allegro User Agreement (Privacy Policy) shall apply *mutatis mutandis* to the matters not governed by this article.

## **Article 5. Complaints concerning the Delivery Service**

1. The Seller may lodge a complaint concerning the Delivery Service envisaged herein if the Delivery Service is not provided by Allegro.pl at all or is provided improperly, in breach of these General Terms and Conditions. The Seller may also lodge a complaint if the fees for the Service or for the handling of a Non-Standard Parcel paid by the Seller to Allegro.pl have been charged incorrectly.
2. Any complaints relating to the use of the Delivery Service and any incorrect charging of the fees for the Services or for the handling of a Non-Standard Parcel shall be handled by Allegro.pl within 30 (thirty) days of lodging a complaint by the Seller.
3. Complaints regarding the use of the Delivery Service or the charging of the fees for the Services or for the handling of a Non-Standard Parcel may be lodged by letter sent to Allegro.pl address or in an electronic form using the contact form available at <https://allegro.pl/pomoc/kontakt?kategoria=44362df6-b15a-4eac-a24c-c534495b1bda>.
4. The Seller may contact Allegro.pl with regard to the Delivery Service as follows:
  - a. by letter sent to: 60-166 Poznań, ul. Grunwaldzka 182, Poland;
  - b. using the contact form available at: <https://na.allegro.pl/smart-formularz>.
5. The Seller shall lodge complaints concerning the manner of the Service provision by the Service Provider directly to the Service Provider.
6. Considering the wording of Clause 5 above, Allegro.pl, to allow the Sellers to lodge complaints related to the failure to provide or improper provision of the Services by the Service Provider, shall grant the power of attorney to the Sellers to take actual and legal actions related to representing Allegro.pl in complaints pertaining to the Services provided by the Service Provider as part of the Delivery Service. The power of attorney referred to in the preceding sentence shall be made available to the User at their request after using the contact form available at <https://allegro.pl/pomoc/kontakt?kategoria=44362df6-b15a-4eac-a24c-c534495b1bda&subjectId=2d542135-a6d7-474c-a4a1-f96451c8bbc5>.

## **Article 6. The end of the Delivery Service provision**

1. In the case of a breach of these General Terms and Conditions or the Allegro User Agreement, in particular when the Seller takes any actions which adversely affect the security of the Service Platform operations or are detrimental to other Users or are intended to circumvent safeguards adopted by Allegro.pl or consist in the falsification of data as part of the Delivery Service, Allegro.pl shall have the right to discontinue the provision of the Delivery Service to the Seller.
2. In the case of any gross or recurring breaches referred to in Clause 1 above, Allegro.pl may suspend the Seller's Accounts. The provisions of Article 8.4. of the Allegro User Agreement shall apply accordingly.

## **Article 7. Miscellaneous**

1. The Seller may not withdraw from the Delivery Service that Allegro.pl has provided completely.
2. Headings (titles of particular articles) in these General Terms and Conditions are used for convenience only and shall not affect the interpretation of these General Terms and Conditions.
3. 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.
4. Relevant provisions of the Allegro User Agreement shall apply to the matters not governed by these General Terms and Conditions.