

# Allegro User Agreement

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## I. GENERAL PROVISIONS

### Article 1. DEFINITIONS

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

**ALLEGRO.PL**

Allegro.pl sp. z o.o. with its registered office in Poznań at ul. Grunwaldzka 182, 60-166 Poznań, entered into the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000635012, share capital: PLN 33.016.950, taxpayer's identification number (NIP): 525-26-74-798, company statistical number (REGON): 365331553

## **USER AGREEMENT**

this document

## **ALLEGRO**

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

## **REGISTRATION**

procedure of setting up an Account

## **ACCOUNT**

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

## **USER**

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

## **SELLER**

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

## **BUYER**

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

## **BIDDER**

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

## **ITEM**

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

## **LISTING**

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

## **BIDDING**

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

## **TRANSACTIONS**

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

## **DISCUSSION**

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

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

### 2.1.

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

### 2.2.

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

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

b. Simplified Registration enables only the purchase of Items

### 2.3.

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

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

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

#### 2.4.

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

#### 2.5.

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

#### 2.6.

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

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

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

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

2.7.

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

2.8.

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

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

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

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

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

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

2.9.

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

2.10.

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

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

2.11.

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

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

2.12.

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

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

2.13.

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

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

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

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

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

2.14.

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

2.15.

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

## II. TRANSACTIONS

### Article 3. LISTINGS

3.1.

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

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

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

### 3.2.

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

### 3.3.

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

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

### 3.4.

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

### 3.5.

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

### 3.6.



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

## Article 4. FORBIDDEN ITEMS

4.1.

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

4.2.

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

4.3.

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

4.4.

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

## Article 5. COMMENCING A TRANSACTION

5.1.

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

5.2.

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

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

5.3.

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

5.4.

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

5.5.

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

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

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

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

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

5.6.

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

5.7.

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

5.8.

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

5.9.

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

## Article 6. COURSE OF TRANSACTION

6.1.

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

6.2.

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

6.3.

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

6.4.

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

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

**The  
highest  
price  
offered  
at a  
time**

**Increment amount**

2.499,99  
zł

2.500,00

-

4.999,99  
zł

50,00 zł

above  
5.000,00  
zł

100,00 zł

6.5.

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

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

Except that for Listings in the following categories:

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

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

6.6.

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

6.7.

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

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

6.8.

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

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

6.9.

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

6.10.

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

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

7.1.

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

7.2.

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

7.3.

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

7.4.

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

7.5.

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

## Article 8. ROLE OF ALLEGRO

8.1.

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

8.2.

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

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

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

8.3.

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

8.4.

If any User's actions are in breach of the User Agreement, depending on the type, scale and circumstances of the breach, Allegro.pl may:

a. caution the User by e-mail,

b. warn the User by e-mail;

c. temporarily restrict the User's access to respective services provided on Allegro, in particular restrict the User Account's functionality for a definite or indefinite period;

d. make using Allegro conditional upon the User's confirmation of their due performance of the agreement concluded as a result of the Transaction;

e. block one, a few or all the User's Accounts for a definite or indefinite period. An Account may be blocked in particular in the event of recurrent violations of the rules described in Appendices No. 1 and No. 2 hereto.

8.5.

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

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

8.6.

In case of blocking the Account, the User may only access the Account and use those functions which make it possible to pay amounts due to Allegro.pl and finalise agreements



concluded before the Account block; however, the User may not use any other services provided on Allegro by Allegro.pl. Any Listings posted in a blocked Account shall be deleted. The outcomes of Biddings with the participation of the Bidder whose Account has been blocked shall be decided in accordance with Article 6.8.

8.7.

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

8.8.

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

8.9.

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

8.10.

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

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

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

1000 agreements, the number of Discussions ended as unresolved in this period has exceeded two.

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

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

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

## **Article 9. FEES AND COMMISSIONS**

9.1.

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

9.2.

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

9.3.

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

9.4.

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

9.5.

Amounts of fees and commissions for respective services, terms of collecting and billing them, and terms of awarding transaction discounts on amounts payable for services

provided by Allegro.pl in a given month, and also the method of their calculation as well as the terms of issuing and sending invoices are provided for in Appendix No. 4 hereto.

## Article 10. OTHER OBLIGATIONS OF USERS

10.1.

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

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

10.3.

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

10.4.

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

10.5.

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

10.6.

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

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

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

- a. Super+
- b. Super
- c. Good
- d. Neutral
- e. Improvement required
- f. Unacceptable

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

10.7.

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

10.8.

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

10.9.

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

10.10.

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

- a. third-party use of indications to which Allegro.pl holds rights, including characteristic graphical elements, in particular such as logos, photos, descriptions or other types of indications;
- b. aggregating and processing data and any other information available on Allegro for the purpose of sharing them further on other websites or outside the Internet,
- c. using the Allegro designation or similar designations in the Account login if this can mislead other Users about the entity using the given Account or its affiliation with Allegro.pl

## Article 11. FEEDBACK SYSTEM

11.1.

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

11.2.

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

- consistency with Item description
- shipping cost

- buyer service

11.3.

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

11.4.

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

11.5.

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

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

b. Users' contact details or usernames;

c. website addresses or content of advertising nature.

11.6.

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

11.7.

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

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

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

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

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

11.8.

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

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

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

11.9.

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

11.10.

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

11.11.

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

11.12.

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

11.13.

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

a. is a subsequent review referring to the same Item;

b. refers to a different Item than the reviewed one;

c. violate the rules set forth in Article 11.12.;

d. violates applicable provisions of law, good practice or offends religious feelings;

e. infringes patent rights, copyrights, business secrets or other intellectual property rights, or personal data protection rights;

f. is only a summary of a film, book or record etc.;

g. is fully or partially copied from other Users, the producer of the reviewed Item or from other available sources;

h. it contains characters which make the review illegible.

11.14.

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

## **III. FINAL PROVISIONS**

### **Article 12. OTHER SERVICES**

12.1.

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

12.2.

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

### **Article 13. PRIVACY AND CONFIDENTIALITY**

13.1.

Personal data provided by Users in designated areas shall be processed by Allegro.pl pursuant to the applicable provisions of law and the privacy policy set forth in Appendix No. 5 hereto.

13.2.

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

13.3.

A User shall not disclose to third parties any information related to other Users received from Allegro.pl in connection with the use of Allegro, unless the User has obtained prior consent of the User who is the data subject. In particular, the use of such information for



commercial purposes, in particular to promote in any form the activities of any User carried out outside Allegro shall be prohibited.

13.4.

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

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

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

c) opening accounts for Users in online stores.

13.5.

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

13.6.

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

## Article 14. AMENDMENTS TO THE USER AGREEMENT

14.1.

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

14.2.

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

to terminate the agreement, using the form referred to in Article 15.2. The provisions of Article 15 shall apply accordingly.

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

15.1.

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

15.2.

A User may, at any time, terminate the agreement concluded with Allegro.pl related to the Account indicated by them, by filling in and approving the contract termination form. In this case, all Buyer listings published so far will be removed within 7 days from date of contract termination form approval. Furthermore, during the contract termination period it will not be possible to: list new Item, buy Item, participate in a Bidding or change the amount offered by Bidder during bidding.

15.3.

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

15.4.

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

15.5.

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

## **Article 16. CONTACT DETAILS AND COMPLAINTS PROCEDURE**

16.1.

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

a. in writing to: Allegro.pl sp. z o.o., ul. Grunwaldzka 182, 60-166 Poznań;

b. in an electronic form (by, e.g., using the contact form on webpages of specific articles in the "Help" section, which may be accessed from the main page of the Allegro website).

16.2.

Allegro may contact the User:

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

16.3.

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

16.4.

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

16.5.

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

16.6.

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

16.7.

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

## Article 17. GOVERNING LAW AND DISPUTES

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

## Article 18. APPENDICES

18.1.

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

Appendix No. 1: Forbidden and restricted items;

Appendix No. 2: Rules on creating Transaction description;

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

Appendix No. 4: Fees and commissions;

Appendix No. 5: Privacy protection policy;

Appendix No. 6: Junior account principles;

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

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

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

Appendix No. 9: Buyer Protection Programme.

Appendix No. 10: Adding Products

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

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

Appendix No. 13: Allegro Lokalnie

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

18.2.

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

### **Article 19. VALIDITY**

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

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

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