

Appendix No. 7A

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

ARTICLE 1. TERMS AND CONDITIONS OF SERVICE PROVISION

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

1.1. Information on the PayU service provider

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

Overview of major features of the PayU Service

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

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

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

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

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

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

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

1.8. As part of PayU Service:

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

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

b. Users can make disbursements upon their order by bank transfer into a bank account indicated by the Seller **referred to in Article 5.2** or **an account maintained for the Seller in a different payment institution, in accordance with the provisions set out in Article 5.1.**

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

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

1.10. PayU Service can be provided to Users who have equipment enabling them to access the Internet, including software to browse through online resources, and a **bank** account maintained by a bank **with its registered office in Poland, subject to Article 5.8** or **a financial institution with its registered office in one of European Union Member States or in a country respecting equivalent regulations concerning counteracting money laundering and terrorist financing.**

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 **or in a different currency supported by the Payment Operator**.

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

The Payment Operator's liability

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

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

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

PayU Service progress statuses

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

Unauthorised payment transactions

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

1.19. The User shall immediately report to the Payment Operator any loss or unauthorised use of their identification data enabling the placement of a payment order. Such reports should be made in the manner referred to in Article 1.20²¹. within the period of 13 months from the date of performing unauthorised or unduly performed payment transactions or from the date on which a payment transaction was to be performed. If the User fails to make the report within the aforementioned time limit, the User's claims against the Payment Operator concerning unauthorised, not performed or unduly performed payment services shall expire.

Contact with the Payment Operator

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

1.21. Any User's correspondence addressed to the Payment Operator must be sent in the written form to the Payment Operator's address or electronically at allegrosupport@allegro.pl. 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 1.2021., these Terms and Conditions shall be provided by the Payment Operator in written (paper) form.

Costs of using PayU Service

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

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

ARTICLE 2. VERIFICATION PROCEDURE

Verification procedure

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

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

a. a change in the User's data, in particular of their bank account number or the number of an account maintained for the Seller in a different payment institution which has been indicated by the User as relevant for disbursements,

b. invalid or incorrect data necessary to process a payment order,

c. as a result of a notice or decision of a competent authority,

d. suspicion of money laundering. In such a case, the Payment Operator shall notify the General Financial Information Inspector (GIIF) and then proceed as per GIIF's instructions.

e. if the Payment Operator itself has reasonable concerns about the security of the Account or a Transaction.

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

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

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

ARTICLE 3. PAYU SERVICE FOR BUYERS

Specific terms of the provision of PayU Service for Buyers

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

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

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

- a. electronic transfers, including non-cash payments made in 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 or **an account maintained for the Seller in a different payment institution** indicated by the Seller or shall initiate the disbursement of the funds by postal order under the terms provided for in Article 5.5.c7. 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, where such refund may be ordered within 12 months from the date of making the payment. The refund is proceeded on conditions that there are sufficient funds in the settlement tool corresponding to the amount of requested refund.

4.3. If the User fails to fill in or only partially fills in the configuration form referred to in Article 5.3. or if **User identification 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 settlement tool to the bank account **maintained by a bank with its registered office in Poland. or an account maintained for the Seller in a different payment institution.** 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 of payouts on demand. The User may not withdraw a payment order after it has been received by the Payment Operator indicated in Article 5.5.(a);
- b. at the beginning of the day indicated by the User in the configuration form — in the case of automatic payouts 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 recurring of funds booked in the settlement tool disbursement not later than until the end of the business day preceding the disbursement date indicated by the User in the recurring disbursement order.

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

Scope of information necessary to make a disbursement

5.3. In order to make the disbursement referred to in 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 IBAN bank account number (for numbers commencing with a prefix other than PL – including the correct SWIFT code) or the account identifier for accounts maintained on behalf of the Seller in another payment institution, to which funds accrued in the settlement tool are to be transferred. The above User's data should comply with the data of the holder of the bank account, or, respectively, the holder of the account maintained with a different payment institution, from which a payment related to the User Identification will be made. In the case of Junior Account, it is possible to provide in the aforementioned form the data of a legal guardian of the Account User. In the case of Business Account, the User should provide official personal ID number (PESEL) or, if no such number is available, the date of birth and the number of the identity card of the person authorised to represent the User.

5.4. The disbursement referred to in Articles 5 .5.-5.7 shall produce legal effects for the User if correct credentials (username and password) have been entered when logging when configuring a bank account or an account in a different payment institution in the Seller's Account.

Frequency of disbursements

5.5. When using the payment instrument referred to in Article 5.1., the User may order a disbursement to their bank account maintained in a Polish bank:

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

- i. a. as a one-time disbursement (disbursement on demand);
- ii. b. as a recurring disbursement defining the frequency thereof as a recurring disbursement (automatic disbursements; when placing an order for automatic disbursements, the User defines the frequency thereof, selecting a daily, weekly or monthly payout schedule, and indicating the day of the week of order execution (from Monday to Friday). An automatic disbursement can be processed if the amount in the settlement tool is at least PLN 20 on the day indicated in the automatic disbursement order.

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

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

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

c. 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 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.

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

- a. the User's bank providing the possibility of settling disbursements in a currency made available by the Payment Operator PLN and, if such bank does not settle payments in a currency made available by the Payment Operator 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 a currency supported by the Payment Operator PLN; and
- b. the foreign account defined in Article 5.5(b) being maintained by a bank or a financial institution with its registered office in one of European Union Member States or in an country respecting equivalent regulations concerning counteracting money laundering and terrorist financing equivalent country within the meaning of regulations concerning counteracting money laundering and terrorist financing.

Disbursement Withholding cases

5.79. 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.

5.810. 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.

5.911. Subject to Article 5.1214 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

5.1012. 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 5.911 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 5.911, 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 5.911, 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.

5.1113. If the Seller holding several Accounts is qualified to the group of Sellers pursuant to Articles 5.79. and 5.911., 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 5.911. are terminated, the release of Disbursement Withholding shall be made in all Accounts of such Seller.

5.1214. 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 5.79.b) above, with the registered office, registered business or actual place of business outside the European Economic Area, regardless of the classification of their Transactions as Potentially Risky Transactions — maximum up to 45 days from the date of booking the funds in the settlement tool of such Seller, where, in justified cases, this period may be reduced.

5.1315. The Payment Operator may at the Buyer's request reimburse to the Buyer the funds obtained from a Transaction subject to Disbursement Withholding, having met all the following conditions:

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

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

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

Paying the fees due to Allegro.pl

5.1416. By accepting the Allegro User Agreement, the Seller who conducts activity as part of a Business Account as an entity whose registered office, registered business or actual place

of business is outside the European Economic Area, shall authorise Allegro.pl to submit to the Payment Operator the order to pay from the Seller's settlement tool any fees and commissions due to Allegro.pl for the use of Allegro referred to in Appendix No. 4 to the Allegro User Agreement as soon as possible after the occurrence of the event resulting in the obligation to pay the aforementioned fees and commissions. The charged amount shall each time correspond to the current amounts due to Allegro.pl indicated in the Account and the Seller may not claim reimbursement of such amount within the meaning of Articles 47 and 48 of the Act. If the Seller withdraws the authorisation referred to in the preceding sentence, re-authorisation shall be granted exclusively via electronic mail and not through reacceptance of the Allegro User Agreement which would be carried out after the withdrawal of the authorisation. **The authorisation shall be granted by the Seller on condition that Allegro.pl makes available the feature of collecting fees for using Allegro directly from the settlement tool maintained by the Payment Operator.**

ARTICLE 6. PRIVACY AND CONFIDENTIALITY

Rules of personal data protection for Users using PayU Service

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

6.2. Personal data disclosed to the Payment Operator shall be the data necessary to provide PayU Service and fulfil obligations related to the provision thereof (i.e. such data as name, surname, street address, postal code, town/city, e-mail address, phone number, **disbursement 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 35 business days after receiving the complaint. The Payment Operator shall inform the User about the extension of the handling period, indicating the reason for the delay, the circumstances to be clarified and the deadline for the final response.

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

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

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

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

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

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

Payments for shopping "without Registration"

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

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

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

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

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

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

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

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

Rules on amending Terms and Conditions of PayU Service

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

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

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

Opting out of PayU Service

10.1. Within 14 days from the conclusion of the agreement referred to in Articles 1.3. and 1.4, the User may withdraw from it without stating any reasons, by sending a relevant statement by e-mail to allegro@payu.pl 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/artukul/appendix-no-9-3GrO8jgZquR>

Reference to Allegro User Agreement

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

Governing law

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

Appendix No. 7B to Allegro User Agreement

Terms and Conditions of Przelewy24 Service

ARTICLE 1. TERMS AND CONDITIONS OF SERVICE PROVISION

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

Information on Przelewy24 Service provider

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

Overview of major features of the Przelewy24 Service

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.15. Przelewy24 Service can be provided to Users who have equipment enabling them to access the Internet, including software to browse through online resources, and an payment account maintained by a bank with its registered office in Poland, subject to Article 5.6 or a financial institution with its registered office in one of European Union Member States or in an country respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

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

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

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

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

Przelewy24 Service progress statuses

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

Unauthorised payment transactions

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

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

Contact with PayPro

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

1.24. Any User’s correspondence addressed to PayPro must be sent in the written form to PayPro’s address or electronically at allegrosupport@allegro.pl, except for complaints and

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

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

Costs of using Przelewy24 Service

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

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

ARTICLE 2. PAYPRO'S LIABILITY

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

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

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

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

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

Liability for the correct transfer of a payment order

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

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

Reimbursement of the amount of an unauthorised payment transaction

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

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

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

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

Except for the cases when:

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

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

However, if:

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

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

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

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

PayPro's actions

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

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

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

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

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

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

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

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

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

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

ARTICLE 3. IDENTIFICATION AND VERIFICATION PROCEDURE

Verification procedure

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

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

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

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

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

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

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

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

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

ARTICLE 4. PRZELEWY24 SERVICE FOR SELLERS

Specific terms of the provision of Przelewy24 Service for Sellers

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

4.2. In addition, Przelewy24 Service enables Sellers to:

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

b. **access the statuses of disbursements initiated by the Seller;**

C.

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

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

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

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

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

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

ARTICLE 5. TERMS OF DISBURSEMENTS

General terms of disbursements

5.1. As part of Przelewy24 Service, PayPro shall make available to the Seller a system understood as a set of procedures, infrastructure, relations with intermediary institutions organised by PayPro, enabling the Buyer to make payments to the Seller and the Seller to disburse **all or part of** the funds booked in their settlement tool to a payment account maintained by a bank or **national payment institution based in Poland**. **Disbursements shall be made in accordance with the data referred to in Article 5.3.** to an **account maintained for the Seller in a different payment institution**.

The time the disbursement order is received by the Payment Operator

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

a. when PayPro receives an order placed by the Seller — in the case of **indicated in Article 5.5.(a), where payouts on demand**. The Seller may not withdraw the payout **on demand** order after it has been received by PayPro;

b. at the beginning of the day indicated by the Seller in the configuration form — in the case of **indicated in Articles 5.5.(b), 5.6. and 5.7. In the case indicated in Article 5.5.(a), the Seller may not withdraw the disbursement order after it has been received by PayPro. In the case indicated in Articles 5.5.(b), 5.6. and 5.7 automatic payouts**. The Seller may withdraw their order of **recurring** 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 Seller in the **recurring disbursement order**.

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

Scope of information necessary to make a disbursement

5.3. In order to make the disbursement referred to in **Articles 5.5.-5.7.**, the Seller should fill in the configuration form available on Allegro pages. When filling in the configuration form, the Seller shall provide the following data: name and surname, address (company name for Business Account), e-mail address, phone number, the **IBAN bank account number (for numbers commencing with a prefix other than PL – including the correct SWIFT code) or the account identifier for accounts maintained on behalf of the Seller in another payment institution, number of the bank account or payment account** to which funds booked in the settlement tool maintained by PayPro are to be transferred. As part of the extended Identification and Verification process for the User referred to in Article 3.5., PayPro may also request other data concerning the Seller. The above Seller's data should comply with the data of the holder of the payment account **or, respectively, the holder of the account maintained with a different payment institution**, from which a payment related to the Seller Identification and Verification will be made. In the case of Junior Account, it is possible to provide in the aforementioned form the data of a legal guardian of the Account User.

5.4. The disbursement referred to in **Articles 5.5-5.7** shall produce legal effects if correct credentials (username and password) have been entered **when configuring a bank account or an account in a different payment institution when logging** in the Seller's Account.

Frequency of disbursements

5.5. As part of the functionality referred to in Article 5.1., the Seller may order a disbursement **to a payment account maintained in a Polish bank or a national payment institution**:

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

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

ii. as a recurring disbursement **b. as a recurring disbursement defining the frequency thereof** (automatic disbursements): when placing an order for automatic disbursements, the Seller defines the frequency thereof, selecting a daily, weekly or monthly payout schedule, and indicating the day of the week of order execution (from Monday to Friday). An automatic disbursement can be processed if the amount in the settlement tool is at least PLN 20 on the day indicated in the automatic disbursement order.

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

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

A foreign bank with its registered office outside Poland shall not be considered a Polish bank.

Non-standard disbursements

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

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

the time different than indicated above, upon agreeing first with PayPro the fees for such order to be paid by the Seller.

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

- a. the Seller's bank providing the possibility of settling disbursements in PLN a currency made available by PayPro and, if such bank does not settle payments in PLN a currency made available by PayPro, PayPro shall not be able to disburse the funds until the Seller changes the account to an account in a bank that settles transactions in a currency supported by PayPro PLN; and
- b. the foreign account referred to in Article 5.5(b) and Article 5.6 being maintained by a bank or a payment institution with its registered office in one of European Union Member States or in a country within the meaning of respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

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

Disbursement Withholding cases

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

- a. They have been qualified by Allegro.pl to the group of the Sellers whose Transactions involve a higher risk level (i.e. for which there is a higher probability that Buyers would request the payment of compensations under the Buyer Protection Programme in accordance with the provisions of Appendix No. 9 to the Allegro User Agreement) on the basis of the qualification procedure carried out in accordance with the criteria provided for in Article 5.11 below or
- b. They conduct activity as part of a Business Account as an entity whose registered office, registered business or actual place of business are outside the European Economic Area.

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

Disbursement Withholding criteria

5.11. Disbursement Withholding relates to the Seller's Accounts in which the turnover for all of them jointly from Listings in the "Telephones and accessories" category exceeded PLN

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

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

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

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

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

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

Description of the Disbursement Withholding qualification procedure

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

Disbursement Withholding period

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

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

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

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

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

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

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

Paying the fees due to Allegro.pl

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

be carried out after the withdrawal of the authorisation. The authorisation shall be granted by the Seller on condition that Allegro.pl makes available the feature of collecting fees for using Allegro directly from the payment account maintained by PayPro.

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

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

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

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

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

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

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

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

6.7. To make payments to Sellers using Przelewy24 Service, the Buyer should provide the following data: their name, surname, street address, postal code, city/town, e-mail address, phone number. In justified cases, PayPro shall be authorised to request other data from the Buyer necessary for the payment risk assessment, relevant to the purposes for which they are requested, except for the data referred to in Article 9(1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, hereinafter referred to as "GDPR".

6.8. PayPro shall provide Przelewy24 Service pursuant to the payment order received from the Buyer, which may be placed upon accepting the Allegro User Agreement, these Terms

and Conditions of Przelewy24 Service, and upon providing data specified in Article 6.7 above. Such a payment order can be submitted by clicking the action box made available on Allegro indicating the intention to submit and authorise such order. Notwithstanding the foregoing, the Buyer shall authorise payment with their provider referred to in Article 6.5. in accordance with the terms of use of the payment instrument used to make the payment.

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

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

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

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

ARTICLE 7. PRIVACY AND CONFIDENTIALITY

Rules of personal data protection for Users using Przelewy24 Service

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

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

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

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

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

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

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

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

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

professional secrecy referred to in the Act related to the provision of payment services in relation to Allegro.pl and the entities to be used by Allegro.pl. Due to the terms of the provision of Przelewy24 Service on Allegro, the withdrawal of the aforementioned consent shall be tantamount to the termination of the Framework Agreement with immediate effect

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

ARTICLE 8. COMPLAINTS PROCEDURE

Terms of accepting and handling complaints

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

8.2. A complaint may be lodged:

a. in writing by letter sent to PayPro's mailing address referred to in Article 1.1. or directly in this unit;

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

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

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

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

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

complaint. PayPro shall inform the User about the extension of the complaint handling period, indicating the reason for the delay, the circumstances to be clarified and the expected time of handling and replying to a complaint, which, however, may not exceed 35 business days after receiving the complaint.

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

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

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

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

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

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

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

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

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

8.11. The proceeding referred to in Article 8.10 above may also be initiated through the ODR platform referred to in Regulation (EU) No 524/2013 of the European Parliament and of the

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

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

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

Rules on amending Terms and Conditions of Przelewy24 Service

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

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

9.2. PayPro shall notify the User of any amendments to these Terms and Conditions and thus shall inform the Seller about amendments to the Framework Agreement concluded on

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

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

Opting out of Przelewy24 Service

10.1. Within 14 days from the conclusion of the Framework Agreement under these Terms and Conditions, the Seller may withdraw from it without stating any reasons, by sending a relevant statement in an electronic form to the e-mail address indicated in Article 1.1 or by letter to PayPro's mailing address indicated in Article 1.1. However, if Przelewy24 Service is used and completed before the end of this time limit, such payment shall not be refundable. The User acknowledges that Przelewy24 Service shall be performed at their request immediately upon concluding the agreement on the provision of this Service. Draft withdrawal statement shall be filled accordingly to the form of Appendix No. 8 to Allegro User Agreement.

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

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

Reference to Allegro User Agreement

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

Governing law

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