

"App Only" program Terms & Conditions

SECTION 1. DEFINITIONS

1. **Company** — Allegro sp. z o.o. with its registered office in Poznań, address ul. Wierzbicice 1B, 61-569 Poznań, entered in the Register of Entrepreneurs kept by the District Court for Poznań — Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under KRS number 0000635012, share capital: PLN 40,000,000.00, NIP (Tax Identification Number): 525-26-74-798, REGON (National Business Registry Number): 365331553.
2. **App Only or Program** — a program organized by the Company in which the Company promotes the Partner's Offers at reduced prices available only in the Allegro Mobile App.
3. **Allegro Mobile App** — application provided by the Company, installed on the User's mobile devices, enabling access to Allegro on iOS operating systems (on iPhone and iPad devices) and Android (on smartphones and tablets); it is recommended to always use the latest published version, available for download from the App Store (for iOS) and Google Play (for Android). Using a version other than the latest may result in limited access to certain functionalities.
4. **Terms & Conditions** — these Terms & Conditions specifying the rules of the Partners' participation in the Program.
5. **Partner** — an entity that is a Seller on Allegro, has a Business Account, meets the eligibility criteria for participating in the Program on this Account and participates in the Program in accordance with these Terms & Conditions.

Capitalized terms not defined above have the meaning assigned to them in the [Allegro Terms & Conditions](#) applicable to the relevant Allegro Marketplace.

SECTION 2. GENERAL TERMS OF PARTICIPATION

1. The Program starts on May 4, 2026, and runs for an indefinite period. The Program is conducted on the domains: allegro.pl, allegro.cz, allegro.sk and is addressed to Sellers on Allegro who meet all of the following conditions:
 - a) They have an active Business Account on Allegro;
 - b) They have no arrears towards the Company for the use of services available on Allegro;
 - c) They have achieved a Sales Quality rating at least at the "Neutral" level;
 - d) They have read and accepted these Terms & Conditions.
2. **The Company charges no additional fees for Offers qualified for the Program, with the exception of fees charged in accordance with Appendix No. 4 to the Allegro Terms & Conditions.**
3. By submitting Offers by the Partner to participate in the Program, the Partner agrees that these Offers will be covered by special conditions of visibility and availability. Offers qualifying for the Program will be marked by the Company with a special campaign badge associated with the Program. Company reserves the right to change the graphic form, including the color and content of this badge, at any time during the Program, without giving a reason. All information regarding the final appearance and form of the Campaign badge will be communicated to the Partners via Allegro's internal communication channels. The Partner undertakes to regularly monitor these communications.
4. The Partner agrees that Offers qualified for the Program will be available for purchase by Buyers exclusively via the Allegro Mobile App. The Company undertakes to clearly and unambiguously label Offers qualified for the Program with a message about their availability only via the Allegro Mobile App at every stage of the purchase journey, including in the search results on the Allegro website, in order to present the sales channel to Buyers with full transparency.

SECTION 3. SUBMITTING AND SELECTING OFFERS

1. Offers are selected for the Program based on **objective criteria**. This decision is based, in particular, on the verification of the attractiveness of the price of the listed Goods with respect to market and Allegro prices, prevailing sales trends in Allegro categories, including seasonality, the uniqueness of the Goods, the

Goods' selling potential on Allegro, the recognizability of the Goods, and how often they are searched for by Buyers, the quality of the Goods (including the quality of the material from which they are made), whether the Goods have relevant certificates, shipping terms, the warranty period, the quantity of Goods in the Offer, the quality of the description, images, the Offer template, and the value of products added to the Offer as freebies, as specified in the User's Transactions. The Company may qualify Offers already participating in the Allegro Prices Program to the Program.

2. Partners who meet the criteria specified in Section 2(1) above may submit to the Program only Offers meeting the requirements specified on the List of Goods published at:

<https://help.allegro.com/en/sell/a/what-the-app-only-program-is-and-how-to-join-it-3AzRD3r5SK>, in accordance with the following requirements (submission content):

- a) listing an ongoing or a new Offer;
 - b) determine the required parameters for the Goods,
 - c) determining the required parameters for the Offer, i.e., Condition > New, Offer type > Buy Now,
 - d) The Partner giving at least a 5% discount on the lowest price of the Goods in the Offer from the last 30 days before submission (this price will be visible in the Offer as a crossed-out price).
3. Offers can be submitted to the Program via: the "Advertising and Promotion" tab, and then "Campaigns & Programs," or by using the REST API tool. At the same time, in the "Campaigns & Programs" tab, the Partner submitting Offers to the Program may include in the submission other Marketplaces on which the Offers are promoted as part of the Program. This process is a simplified procedure that allows collectively submitting all Offers meeting the relevant qualification criteria for other Marketplaces.
4. Submitting an Offer to the Program as described in paragraphs 2–3 above means accepting the Terms & Conditions, and a positive verification of the submission content by the Company entails conclusion of the Agreement on participation with the Company in the Program.

5. When submitting an Offer to the Program, the Partner may impose a purchase limit on Goods in a given Offer.
6. Partners meeting the criteria specified in Section 2(1) may submit Offers to the Program in a continuous manner. Offers are verified and selected to the Program based on the Company's decision in accordance with the criteria specified in these Terms & Conditions.
7. **In the event of a positive verification of an Offer to the Program, the promotion for that Offer will start within 7 days from its submission. The promotion period for each qualified Offer is 7 days from midnight on its start date, unless the Offer ends early or the Goods in the Offer have sold out.**
8. The Partner may view the information about an Offer being qualified to the Program and the promotion start date in "Campaigns & Programs" -> "Manage participation".
9. By participating in the Program, the Partner declares that they accept and agree that the Company may change the price of the Goods as per their request and the data provided in the submission form.

SECTION 4. BENEFITS FOR PARTNERS

1. For Offers qualified for participation in the Program, for the duration of the promotion of these Offers in the Program, the Partner will receive a transaction rebate equivalent to 50% of the sales commission on Goods (calculated in accordance with Article 8 of Appendix No. 4 to the Allegro Terms & Conditions). The rebate will be granted immediately to the Partner's Allegro Account.
2. The maximum rebate that the Partner may obtain in connection with the Program may not exceed the total value of fees and sales commissions charged by the Company for the use of services available on Allegro (Comprehensive Service) during the individual Offer promotions, less any discounts obtained in any programs, campaigns, and promotions organized by the Company. The benefits granted in the Program may not be added to other rebates or benefits (granted as part of the same types of fees and sales commissions charged in accordance with Appendix No. 4 to the Allegro Terms & Conditions) granted in

other promotions or campaigns organized by the Company (including bundle purchases, for example).

3. The Company will, at its sole discretion, promote all Offers included in the Program:

- a) In promotional areas on Allegro made available for the Program;
- b) In email messages sent to Buyers;
- c) In the Allegro Mobile App.

SECTION 5. PERSONAL DATA

The Company is the controller of the personal data of Partners participating in the Program within the meaning of Article 4(7) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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).

Personal data processing principles are provided in Appendix No. 5 of the Allegro Terms & Conditions titled "Privacy protection policy."

SECTION 6. FINAL PROVISIONS

1. Regardless of the Partner meeting the terms specified in Section 2 above, in justified cases, in particular, when the Partner:

- a) Fails to comply with the Terms & Conditions or the Allegro Terms & Conditions, in particular, if such failure results in their Account being suspended, or in an excessive number of removed Offers, or transactional problems in relation to the sales volume;
- b) Acts in a way that results in the loss of trust in the Partner, also in the case of the failure to meet the obligations related to the participation in the Program,

The Company reserves the right to refuse to qualify the Partner for the Program or remove the Partner from participation in the Program. In the

situation referred to in the previous sentence, the Company shall justify its decision at the request of the Partner.

2. At any time, the Company may exclude a Partner from the Program depending on the scale of the violation if:
 - a) the activities of the Partner on Allegro are harmful to other Allegro Users or to the Company;
 - b) the Partner has outstanding payments for services provided by the Company for at least 2 billing periods;
 - c) The Partner violates the provisions of these terms and conditions or the Allegro Terms & Conditions;
 - d) If sanctions have been imposed on the Partner due to a violation of the rules regarding the sale of illegal products under Section 8.4 of the Allegro Terms & Conditions.
3. The Company reserves the right to conduct a reverification of Offers qualified for the Program in terms of their attractiveness, on the basis of the criteria specified in Section 3 (1) above, and to remove Offers from the Program if they have no selling potential and are no longer attractive in terms of price compared to market prices and prices on Allegro.
4. The Company reserves the right to a temporary break in the qualification of Offers to the Program, of which it will inform in internal information and training areas for Users on Allegro's websites (e.g., Allegro Help Center, Allegro Academy, site for sellers, etc.).
5. Subject to these Terms & Conditions, the Company may terminate the Program at any time. The Company will notify the termination of the Program at least 30 days in advance by publishing information in locations designated for Sellers on Allegro's websites (e.g., Allegro Help Center, Allegro Academy, site for Sellers).
6. Any complaints related to the Program must be lodged in an electronic form within 14 days of the occurrence of the incident being the basis for the complaint using the contact form available at
<https://allegro.pl/pomoc/kontakt?kategoria=0b6a5987-d763-4373-9f9e-145bafafc022&subjectId=43c959cd-f86b-44dd-b7f4-34f9f4a1d372>.

7. The Company reserves the right to amend and supplement these Terms & Conditions at any time. Such amendments will be announced and published on the [website](#) and will become effective on the date indicated by the Company. At the same time, until the proposed amendments become effective, the Partner may submit a notice of termination of the Agreement to the Company via the [contact form](#) if the Partner does not accept those amendments. If the termination notice referred to in the preceding sentence is not delivered to the Company, the Partner will be deemed to have accepted the amendments to the Terms & Conditions.
8. Any Offers promoted on the Polish Marketplace and presenting Goods that constitute devices within the meaning of Article 1(2)(1) of the Act of April 7, 2022, on medical devices (Journal of Laws 2022.974) (i.e., medical devices and their accessories, and products listed in Annex XVI to the Regulation (EU) 2017/745 of the European Parliament and of the Council of April 5, 2017, on medical devices, amending Directive 2001/83/EC, Regulation (EC) No 178/2002 and Regulation (EC) No 1223/2009 and repealing Council Directives 90/385/EEC and 93/42/EEC, and in vitro diagnostic medical devices and their accessories referred to in Regulation (EU) 2017/746 of the European Parliament and of the Council of April 5, 2017, on in vitro diagnostic medical devices and repealing Directive 98/79/EC and Commission Decision 2010/227/EU), may participate in the Program only after the Partner has previously (before commencement of the promotion in the Program) submitted a written statement in accordance with the Allegro Terms & Conditions (Section 10). This statement must be delivered by the start date of the promotion in the Program to the Company's address, i.e., Fabryka Norblina, budynek Galwan, ul. Żelazna 51/53, 00-841 Warszawa (marked WYROBY MEDYCZNE).
9. Goods assigned to categories whose promotion or advertising violates applicable laws or the Company's image policy are excluded from participation in the Program. The full and current list of those categories is available at:
 - a) [allegro.pl:](https://help.allegro.com/en/sell/a/what-the-app-only-program-is-and-how-to-join-it-3AzRDa3r5SK#allegro-pl-and-business-allegro-pl)
<https://help.allegro.com/en/sell/a/what-the-app-only-program-is-and-how-to-join-it-3AzRDa3r5SK#allegro-pl-and-business-allegro-pl>

b) allegro.cz:

<https://help.allegro.com/en/sell/a/what-the-app-only-program-is-and-how-to-join-it-3AzRDa3r5SK#allegro-cz-and-business-allegro-cz>

c) allegro.sk:

<https://help.allegro.com/en/sell/a/what-the-app-only-program-is-and-how-to-join-it-3AzRDa3r5SK#allegro-sk>

The mere presence of the Goods on the List of Goods dedicated to the Program does not guarantee their qualification. As a result, the Organizer reserves the right to verify submissions and to immediately remove from the Program any Offer (or to refuse to accept it) that, due to its actual properties, intended use, or characteristics, should fall under an excluded category.

10. The Company stipulates that Offers submitted to the Campaign may be excluded from it when the Goods covered by the Campaign are removed from the Allegro Product Catalog or replaced by another product from the Catalog.

11. The Terms & Conditions are available at

<https://salescenter.allegro.com/terms/regulamin-programu-tylko-w-apce-b2wkDG19Efl> in a format allowing for their easy reading and printing.

12. These Terms & Conditions have been made in four language versions: Polish, English, Czech and Slovak. In the event of any discrepancies, the Polish version will prevail.

13. The governing law provisions set out in the [Allegro Terms & Conditions](#) shall apply to these Terms & Conditions accordingly.