

Allegro User Agreement

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8.4.

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

a. caution the User by e-mail,

b. warn the User by e-mail;

Warnings and cautions do not result in the suspension of a User's Account or limitation of access to particular services provided within Allegro. Warnings and cautions serve only as information for the User, reminding them that with subsequent violations of the User Agreement Allegro may suspend their Account or restrict access to particular services.

In the event of repeated or serious infringements of the User Agreement, such as:

1. failure to pay an amount due to Allegro within the set time limit;
2. providing incomplete or untrue contact details (such as first and last name, company, address) in the Account settings;
3. transferring the Account without the consent of Allegro;
4. making the Account available to other persons in violation of the rules specified in Article 2.11 of the User Agreement;
5. listing items referred to as forbidden in Appendix No. 1 hereto or listing restricted items if the conditions for listing are not met;
6. non-compliance with the rules concerning the placement of Listings specified in Appendix No. 2 hereto;
7. registering and using multiple Accounts in violation of the rules set out in Article 2.10 of the User Agreement;
8. sending spam messages to other Allegro Users;
9. recurring purchase of Items without payment.

Allegro.pl may:

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

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

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

Allegro shall notify the User of the suspension of the Account or limitation of access to specific services via e-mail, indicating the reasons for the suspension or limitation of access. The User may appeal against the decision of Allegro within an internal complaint handling system.

If no answer is given and no comprehensive explanation is provided regarding the correctness of performing of the agreement concluded between the Buyer and the Seller as part of the Discussion within the time limit specified in Article 10.2 of the User Agreement, Allegro.pl may make the use of Allegro conditional on the User's confirmation of the fulfilment of the agreement concluded as a result of the Transaction.

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10.7.

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

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Article 18. APPENDICES

18.1.

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

[Appendix No. 1: Forbidden and restricted items;](#)

[Appendix No. 2: Rules on creating Transaction description;](#)

[Appendix No. 3: Policy on technical breaks and compensation for technical failures;](#)

[Appendix No. 4: Fees and commissions;](#)

[Appendix No. 5: Privacy protection policy;](#)

[Appendix No. 6: Junior account principles;](#)

[Appendix No. 7A: Terms and conditions of PayU service;](#)

[Appendix No. 7B: Terms and conditions of Przelewy 24 service;](#)

[Appendix No. 8: Notes of guidance on agreement renouncement and draft renouncement statement;](#)

[Appendix No. 9: Buyer Protection Programme.](#)

[Appendix No. 10: Adding Products](#)

[Appendix No. 11: Use of databases of Allegro.pl and available in Allegro](#)

[Appendix No. 12: Terms and conditions of the “Allegro Smart!” service for the Sellers](#)

[Appendix No. 13: Allegro Lokalnie](#)

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

[Appendix no. 15. Allegro Community](#)

Appendix No. 2

Appendix No. 2: Rules on creating Transaction description

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Article 1. DESCRIPTION OF THE LISTING

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15. For Listings published in the “Ads and services” section by entities acting on the basis of separate agreements concluded with Allegro.pl, it is allowed to display the address of the Seller’s website. However, such address may only be displayed on photos and headlines within the Listing or banners included in the list of Listings and it cannot lead to websites providing the same or similar services as Allegro (i.e. websites publishing offers or ads submitted by Internet users).

12. 15. 16. The Seller must indicate in their sale form the order shipping time.
13. 16. 17. The price of an Item specified in a Listing by the Seller must be a gross price (it does not apply to categories not subject to sale commissions indicated in Appendix No. 4. Part III: Sale commissions).
14. 17. 18. A Listing description must not contain any information that would in any way differentiate Buyers’ statuses in terms of using the payment service specified in Appendix No. 7 to the User Agreement.
15. 18. 19. In the categories: “Jewellery and watches”, “Delicatessen”, “Erotica”, “Films”, “Photography” and “Consoles and game machines”, the number of Listings posted simultaneously by a Seller with a Business Account may not exceed 30,000.

Appendix no. 4

Appendix no. 4 Fees and commissions

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Part III. Sale commissions

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5. Sale commissions are collected on the terms described below:

"Home and Garden" (subcategory "Footwear" within the subcategory "Tools")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Child" ("Clothes", "Footwear", "Accessories for mums and children", "Events, parties", "Baby feeding supplies" excluding the "Baby food" subcategory)	11%
"Automotive" (except for subcategories below)	8%, not more than PLN 50 PLN 70
"Automotive" (subcategory "Footwear" within the subcategory "Tools and workshop equipment")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100 not more than PLN 70
"Motors" (all subcategories named "Other")	10%
"Automotive" (subcategories "Mats", "Wiper blades", "Covers", "Light bulbs" within the subcategory "Car accessories", "Car parts", "Parts for machinery", "Parts for other vehicles", "Motorcycle parts" within the subcategory "Motorcycle parts and accessories")	the commission level depends on the final price: up to PLN 50: 9%, above PLN 50: PLN 4.50 + 8% on the surplus above PLN 50, not more than PLN 50 PLN 70
"Automotive" ("Tools and workshop equipment" subcategory with the exception of the subcategories "Footwear", "Accessories" within "Tyres and rims" subcategory, subcategory "Car accessories" with the exception of the subcategory "Car electronics", "Mats", "Wiper blades", "Covers", "Light bulbs").	9%, not more than PLN 50 PLN 70
"Automotive" (subcategory "Car electronics")	the commission level depends on the final price: up to PLN 150: 9%, above PLN 150: PLN 13.50 + 6% on the surplus above PLN 150, not more than PLN 50 PLN 70

"Automotive" ("Fuel oils" subcategory in "Chemistry" subcategory, "Compressors" in "Compressors and accessories" subcategory, "Pressure washers", "Vacuum cleaners", "Electrical devices" except for "Accessories" subcategory, "Pneumatic devices" subcategory except for "Accessories" subcategory, "Parts washers", "Heaters and dryers", "Lift columns", "Scissor lifts", "Sandblaster cabinets" subcategories within "Tools and workshop equipment" subcategory)	6%, not more than PLN 50 PLN 70
"Automotive" ("Tyres and rims" subcategory except for "Accessories" subcategory)	4% not more than PLN 50 PLN 70
"Automotive" ("Complete engines", "Complete gearboxes", "Axles", "Differentials" subcategories)	2%, not more than PLN 50 PLN 70
"Clothes, Footwear, Accessories" (subcategory "Footwear" with the exception of the subcategory "Sports shoes" within the subcategories "Women's" and "Men's", subcategory "Wedding shoes" within the subcategory "Wedding")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Clothes, Footwear, Accessories" (subcategory "Sports shoes" within the subcategories "Women's" and "Men's")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Industry" (subcategory "Footwear" within the subcategory "Clothing")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Sport and tourism" (all subcategories "Footwear")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Sport and tourism" ("Bicycles and accessories" subcategory except for "Bicycles" subcategory, "Team sports", "Extreme sports", "Social sports and leisure", "Martial arts", "Water sports", "Tennis and related sports", "Angling", "Military supplies" subcategories – except for all "Clothes" and "Shoes" subcategories)	9%
"Sport and tourism" ("Supplements and nutrients" in "Gym and fitness" subcategory, "Skating, slackline", "Winter sports" subcategories – except for all "Clothes" and "Shoes" subcategories)	8%

"Health" (subcategory "Erotic footwear", subcategory "Shoes for medical professionals" within the subcategory "Equipment for hospitals and surgeries")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
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Appendix No. 5

Appendix No. 5. Privacy Protection Policy

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Part II. Processing of personal data by Allegro.pl, including their obtaining and storing

Below, we have listed the most frequent operations performed on Users' personal data, thus also on your personal data, in connection with the use of Allegro.pl's services.

1. **Account data and profile data:** Subject to the provisions contained in item 1) hereinbelow, we require that you give the following personal data in order for us to conclude and perform the agreement with you and thus to provide you the service:
 - the e-mail address, password and date of birth (for a standard account) or
 - the e-mail address, login name, password, phone number and information on the company and its address (for a Business Account).

If, for some reason, you do not give us those personal data, we will unfortunately not be able to enter into an agreement with you, and consequently you will not be able to use Allegro.

If required by law, we may require you to give other data that are indispensable for example for accounting or tax reasons. Other than that, giving your data is voluntary.

1) if you make a transaction without the need to register or have an Account beforehand, you will need to give your e-mail address so that we can enter into and perform the agreement with you. If, for some reason, you do not give us those personal data, we will unfortunately not be able to enter into an agreement with you, and consequently you will not be able to use Allegro, as described in the preceding sentence;

If required by law, we may require you to give other data that are indispensable for example for accounting- or tax reasons. Other than that, giving your data is voluntary.

2) Users may share their personal data and other information in their public profiles (i.e. profiles that anyone who uses the Internet can access) based on their own deliberate and informed decision. The user should carefully consider the risks that may be associated with such public disclosure of personal data, in particular of their address or exact location. Such risks may include the possibility of identifying the User by other individuals, the loss of privacy to a certain extent and even identity theft in extreme cases. In the case of logging in to Allegro – including Allegro Lokalnie - via an external authentication service offered by entities not controlled whatsoever by Allegro.pl, such as Facebook Connect, Allegro.pl, on Allegro platform, including Allegro Lokalnie, collects data only in the form of the User's email address and only for the purpose of such logging in. In the case of contacting Allegro via any

social media channels offered by entities not controlled whatsoever by Allegro.pl, Allegro.pl collects data in the form of the User name at such social media as Facebook Messenger, Instagram, Twitter, or a phone number at, for example, WhatsApp, WeChat only for the purpose of establishing such contact.

2. **Transactions:** On Allegro platform and Allegro Lokalnie, Allegro.pl may process (e.g. store or analyse) information being the User's personal data, enabling the Buyer and the Seller to enter into an agreement, send messages, communicate with other Users and make payments for services provided by Allegro.pl on Allegro platform, also on Allegro Lokalnie and charytatywni.allegro.pl. Certain data necessary to post a Listing are also required to set up an Account. The information posted by the User in Listings and "Messages to the Buyer" does not originate from Allegro.pl and is not initiated by Allegro.pl. For this reason, to the maximum extent permissible by applicable law, Allegro.pl shall not be liable for information posted in Listings and in the "Message to the Buyer".
3. **User service:** On Allegro platform, including Allegro Lokalnie and charytatywni.allegro.pl, Allegro.pl may collect and otherwise process (e.g. store or analyse) personal data of Users who contact the User service department. Such data may be necessary to communicate with the User (e.g. to reply to their questions), but also to fulfil their request. Contact may be established also using the data posted for this purpose in the User's Account or provided by the User via social media channels (e.g. Facebook Messenger, Instagram, Twitter, WhatsApp, WeChat). If permitted under applicable law, Allegro.pl shall also be entitled to obtain (and otherwise process, e.g. store) other personal data regarding communication with Users, e.g. information about support requests or feedback from Users.

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Part IV. Use of collected data

1. Allegro.pl processes (e.g. collects, stores, analyses, etc.) Users' personal data on Allegro for the following purposes and on the following legal grounds:
 - **Whenever it is required for performing the contract with you, including in order to:**
 - 1) enable the provision of the service electronically and full use of Allegro, including the performance of transactions and payment of sales commissions or commissions for the goods sold in the Official Allegro Store, Allegro Lokalnie and in the charytatywni.allegro.pl platform;
 - 2) set up and manage the User's Account(s);
 - 3) handle the User's Account and Transactions on Allegro platform, Allegro Lokalnie and at charytatywni.allegro.pl website, including solving technical issues;
 - 4) perform agreements concluded under sale agreements with other Users on Allegro platform, including Allegro Lokalnie, as part of own sale by Allegro.pl, only with reference to data obtained in connection with the conclusion of such agreements;

5) contact Users, also for purposes related to the provision of services, User service, through available communication channels, in particular e-mails **and** phone calls **and via social media channels** (e.g. Facebook Messenger, Instagram, Twitter, WhatsApp, WeChat);

6) handle complaints on Allegro platform, Allegro Lokalnie and at the Official Allegro Store;

7) pay out compensation as part of the Buyers Protection Programme if you intend to use that Programme;

8) handle Users' requests sent in particular to the User service department and via the contact form;

9) provide the service Allegro Pay Later;

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Part VII. Do we transfer your data to countries outside the European Economic Area?

Your personal data will be transferred outside the European Economic Area to:

1. Google LLC with its registered office in Mountain View, CA, the United States due to the use of the e-mail system and tools that are part of G-Suite for statistical- and administrative purposes and in relation to the use of the Google reCAPTCHA mechanism for security purposes;
2. Google Ireland Limited with its registered office in Dublin, Ireland, in connection with the use of personal data processing services offered by this entity to ensure the provision of services by Allegro.pl offered on Allegro;
3. Medallia, Inc., with its registered office at San Mateo, CA, United States, in relation to the survey studies conducted by the Company, using the tools provided by that entity, always basing on adequate legal safeguards, that include but are not limited to the standard contractual clauses in respect of the transfer of personal data to processors that have their registered offices in third countries, as approved by European Commission. You can receive copies of such clauses from the Company by writing us at: iod@allegro.pl.
4. Khoros, LLC. based in San Francisco, USA, in connection with Users using the Community service, available at www.spolecznosc.allegro.pl, dedicated to the exchange of knowledge and mutual assistance between its members.

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Part IX. Data retention period

1. We retain your personal data during the term of our agreement with you and also thereafter for the following purposes:

- to assert claims in relation to the agreement performance,
 - to perform obligations resulting from law, including in particular tax or accounting regulations;
 - to prevent misuse and fraud,
 - statistical and archiving purposes,
- for no more than 6 years from the end of the year in which the agreement was terminated; where the transaction was made without prior registration or account, for no more than 3 2 years from the sale agreement conclusion date which takes place as a result of making a transaction without the need to register and have an account on Allegro beforehand.
2. We store your personal data for marketing purposes during the agreement term or until you file an objection against such processing, whichever is earlier.
 3. When organizing loyalty programs, competitions and promotional campaigns in which you may participate – we will process your data for the duration of those programmes, competitions or campaigns and the period of evaluation and handing the rewards.
 4. To ensure accountability, i.e. to demonstrate that the regulations concerning personal data processing were complied with, we will retain the data for a period during which Allegro.pl is required to store the data and documents that contain such data, to document the fulfilment of legal requirements and to enable an audit of their fulfilment by a public authority.
 5. If we support you so that you obtain a loan, we will retain your data for that purpose for as long as you applied for that loan.

Transitional period regarding the rules specified in Appendix 13

Bearing in mind the importance of the introduced changes and the legitimate interests of Users, the implementation of Allegro Lokalnie will involve a transitional period to enable specific groups of Users to adapt to changes and sort out any matters related to sales with Allegro.

The transitional period also defines the rules on which Listings set up before the implementation of Allegro Lokalnie will remain in effect after the implementation of Allegro Lokalnie for the Users of Standard Accounts who have not been qualified for the above groups.

1. The transitional period shall last from the date when Allegro Lokalnie is implemented, understood as the time when amendments to the User Agreement covering Appendix No 13 to the User Agreement enter into force, till 30 June 2020 31 January 2020.
2. During the transitional period, the conditions set out in paragraph 3 below shall apply only to Standard Accounts whose Users meet at least one of the following conditions:
 - a) during the 12 months preceding the implementation of Allegro Lokalnie (the date Appendix No 13 to the User Agreement enters into force), the User had three times, each time for at least one month, at least 50 active Listings;
 - b) during the 12 months preceding the implementation of Allegro Lokalnie, (the date Appendix No 13 to the User Agreement enters into force), the User's average (gross) revenue from sales through Allegro.pl was PLN 1,000 (say: one thousand zlotys) four times, each time for at least one month, whereby at least one of the month's meeting this requirement must fall between 1 May and 31 August 2019;
 - c) On 16 September 2019, the User had the store subscription service active (the service must be active on the day when Allegro Lokalnie is implemented);
 - d) User within 12 months before implementation of Allegro Lokalnie (day of appendix no. 13 coming into effect), three times, each time for at least for one month had at least 6, but no more than 50 Listings in Automotive category;whereby each condition shall be counted separately for each Standard Account. The Transitional period shall apply exclusively to Standard Accounts for which the respective condition has been satisfied.
3. In the transitional period, the Users referred to in paragraph 2 above will continue to use Allegro on previous terms, subject to the following rules:

- a) requesting a refund of the commission fee concerning the Listings is only possible until 30 June 2020 7 January 2020, requests submitted before the date will be processed in accordance with the previous rules;
 - b) Listings may be renewed only until the end of the transitional period;
 - c) no Announcements can be listed on Allegro Lokalnie.;
 - d) the use of services dedicated to Business Accounts is possible only until 30 June 2020 31 January 2020; all services for the Business Accounts shall be deactivated as of 1 July February 2020.
4. In the transitional period, Listings posted on each Standard Account which have not qualified for any of the groups referred to in paragraph 2 above, but which are active at the time when Allegro Lokalnie is deployed, will function on the basis of the following rules:
- a) Listings shall be active until they expire;
 - b) Listings that are automatically renewed at the start of the transitional period shall be automatically renewed for the transitional period, but shall not last longer than until 30 June 2020 31 January 2020;
 - c) Listings cannot be relisted during the transitional period;
5. During the transitional period, Users of Standard Accounts that have not qualified for any of the groups referred to in paragraph 2 above may:
- a) Use the store subscription service only until the end of the transitional period. On the day when the transitional period ends, the subscription will expire and the fee will be refunded in proportion to the time remaining until its expiry on the previous terms.;
 - b) Submit requests for commission reimbursement solely with reference to the Transactions made as part of the Listings, but no later than before 30 June 2020 7 January 2020; the requests submitted before that date shall be examined on previous terms.
6. At the expiry of the transitional period, any and all services and features activated as part of the Standard Account shall be deactivated, and pursuant to the User Agreement, once Allegro Lokalnie has been launched, they shall be available to Business accounts only.