

Allegro User Agreement

(...)

Article 2. TERMS AND CONDITIONS OF PARTICIPATION IN ALLEGRO

(...)

2.3.

Natural persons who pursue any business activity, legal persons or organisational units referred to in Article 2.1 shall make the Registration using the appropriate registration form by providing the data specified therein. Subsequently, such entities shall send to Allegro.pl a copy of the documents confirming the said data concerning their business activity. The obligation to send copies of such documents shall not apply to Users with the registered office in Poland who activated their accounts in full after the Registration by making a quick online payment, a wire transfer or any other e-transfer from an account of the entity completing the Registration. On behalf of the entities listed in the first sentence of this article, the aforementioned acts may be performed by a person with an appropriate authorisation.

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

(...)

II. TRANSACTIONS

Article 3. LISTINGS

(...)

3.3.

The aim of the Listings concerning the sale or rental of real estate, and of Listings presented in the categories: "Services", "Holidays", "Motors" (in the subcategories: "Cars", "Motorcycles and quads", "Machines", "Other vehicles and boats" and "Trailers, semitrailers"), and in "Live animals" subcategory is not to conclude an agreement. These Listings are only classified

ads. The Listings referred to in the previous sentence may not include more than one piece of the Item.

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

(...)

Article 6. COURSE OF TRANSACTION

(...)

6.3.

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

(...)

Article 8. ROLE OF ALLEGRO

(...)

8.8.

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

8.9. Allegro.pl may qualify a Seller's Account for Disbursement Withholding in the following cases:

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

8.10.

Allegro.pl shall order payment service providers specified in Appendices Nos. 7A and 7B to apply Disbursement Withholding in the cases of the Accounts referred to in Article 8.9.a

above, for which the turnover from Listings in the “Telephones and accessories” category exceeded PLN 600,000 (six hundred thousand zloty) in the last 6 months counted from the last day of the month preceding the date of the qualification of the Seller’s Account for Disbursement Withholding, and which have met at least one of the following conditions:

- a. at least 25% of the value of Transactions made within 60 calendar days preceding the date of the qualification of the Seller’s Account come from Listings for which the Item delivery time declared by the Seller as at the date of concluding the agreement with the Buyer exceeds 7 business days;
- b. the number of Discussions ended as unresolved for the Seller, who, in the last 60 days, concluded more than 1000 agreements, has exceeded 0.2% of the number of all agreements concluded at that time. If, in the last 60 days, the Seller concluded less than 1000 agreements, the number of Discussions ended as unresolved in this period has exceeded two.
- c. the number of Discussions opened by Buyers within 60 calendar days preceding the date of the qualification for Disbursement Withholding exceeds 10 and, at the same time, for more than 10% of them the Seller has not given their response and has not presented exhaustive explanations within 24 hours from being accused of any misconduct by the Buyer, with Saturdays, Sundays and other public holidays being excluded from such response time;
- d. in the period of 60 days immediately preceding Disbursement Withholding, pursuant to Articles 2.13 and 8.4 of the Allegro User Agreement, the Seller’s access to particular services provided on Allegro was restricted temporarily or one, several or all their Accounts were suspended for a definite or indefinite time;
- e. the Seller’s average rating on the date of the qualification for Disbursement Withholding is below 4.900 (four and nine tenths).

(...)

III. FINAL PROVISIONS

(...)

Article 14. AMENDMENTS TO THE USER AGREEMENT

14.1.

Allegro.pl may amend the User Agreement and such amendment shall become effective within the period indicated by Allegro.pl. The aforementioned period may not be shorter than 7 14 days after publishing the amended User Agreement on Allegro.

14.2.

Upon the first logging in to Allegro after an amendment has entered into force, the User shall be notified about such amendment and the possibility to accept it. **An amendment shall be considered accepted also upon automatic renewal of a Listing requested by the User, even without logging in to Allegro.** An amendment is deemed accepted also upon automatic renewal of a Listing requested by the User, even without logging in to Allegro website and upon the first operation carried out by the User on Allegro after the amendment has entered into force, if the User remained logged in at that time. The User

who does not accept amendments should immediately notify Allegro.pl to terminate the agreement, using the form referred to in Article 15.2. The provisions of Article 15 shall apply accordingly.

(...)

Article 20. LANGUAGE VERSIONS OF THE ALLEGRO USER AGREEMENT

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

Appendix No. 1.

Appendix No. 1. Forbidden and restricted items

Article 1. Forbidden items

The following Items may not be offered in Listings:

(...)

7. Drugs, psychotropic substances, intoxicants, **cannabis seeds**;

(...)

10. Tobacco products, subject to Article 2.2 below, electronic cigarettes, **bases, liquids (including those without nicotine), refills and their parts; replacement tanks and parts thereof**;

(...)

30. Vehicle registration certificates and vehicle history cards offered without vehicles which they have been issued for and vehicles without documents, **registration plates, also those of historic value**;

(...)

Article 2. Restricted items

It is permitted to offer the following types of Items in a Transaction, provided that they satisfy the terms and conditions referred to below and that the Item description on the Transaction page contains the content indicated below ("Restricted Items"):

(...)

16. **Gold coins minted before 1800. Condition:** they may be offered only in the "Gold coins up to 1800" category by participants of the "Professional Numismatics" programme.

Collectible gold coins. Condition: they may be offered only in the "Collectible gold coins" category by entities operating under separate agreements concluded with Allegro.pl as part of the "Investor Zone" programme.

17. Items from the "Investment products" and the "Collectible gold coins" category **categories. Condition:** they may be offered only by entities operating under separate agreements concluded with Allegro.pl.

(...)

Appendix No. 2

Appendix No. 2: Rules on creating Transaction description;

(...)

Article 2. PHOTOGRAPHS (MINIATURE PHOTOS)

The Seller shall present their Item on at least one photograph (miniature photo) posted on the server belonging to Allegro.pl. The photo must meet the following requirements:

(...)

4. An Item may be presented in the context of its use or arrangement (e.g. by presenting a gazebo with a garden in the background) when one of the following conditions is met:

(...)

d. An Item is presented in the category:

(...)

- [Home and Garden > Furnishings and fittings > Tableware > Crockery sets](#)

Appendix No. 5

Appendix No. 5. Privacy Protection Policy

(...)

Part V. Data sharing

1. Allegro.pl **will not transfer** **may transfer** Users' personal data to third parties **without the consent of** **only with the consent of** the Users concerned. **If it is consistent with the User's consent** or **with a legitimate interest based on the legitimate interest** of Allegro.pl, Allegro.pl may disclose Users' personal data to other websites operated by Allegro.pl. In such a case, each User whose personal data have been disclosed will be notified of the same with details.

a. to other websites operated by Allegro.pl

b. to entities cooperating with Allegro.pl and operating websites or online applications (including mobile applications) in order to publish Users' listings posted in classified ads categories;

c. to entities cooperating with Allegro.pl and operating websites or online applications (including mobile applications) which make it possible to compare opinions on transactions, in order to collect opinions on Transactions made on Allegro using surveys;

(...)

Part VI. Are we transferring Your data to countries outside the European Economic Area?

(...)

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

(...)

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.