

# Allegro User Agreement

(...)

## **Article 18. APPENDICES**

18.1.

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

(...)

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

# Appendix No. 1.

## Appendix No. 1. Forbidden and restricted items

(...)

### 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"):

(...)

7. Drugs (OTC). **Condition:** they may be offered only with Buy It Now option by generally available pharmacies with Business Account status, upon attaching the licence to operate a generally available pharmacy issued by a voivodeship pharmaceutical inspector. **Required description elements:** providing the information (also in the title of the Listing) on: (OTC) drug name, dose, packaging size, (OTC) drug form and quantity. Providing identification data of the generally available pharmacy: name, address, contact telephone number, full name of the pharmacist responsible for the performance of the agreement, contact details of the relevant voivodeship pharmaceutical inspectorate, including at least: office name, address, email address, telephone or fax number, and posting a link to the license held, in PDF format, under the "About the seller" tab.

# Appendix no. 4

## Appendix no. 4 Fees and commissions

(...)

### Part II. Basic fees for Merchandise listing

(...)

5. Amount of basic and per pack fees:

(...)

#### C. List of Categories in which the basic fee depends on the initial price [1] of the Merchandise:

(...)

##### “OTC drugs”

Initial price	Basic fee
up to PLN 10	PLN 0.50 / 10 days
PLN 10.01 to PLN 25	PLN 1.0 / 10 days
over PLN 25.01 to PLN 50	PLN 2.0 / 10 days
over PLN 50	PLN 5.0 / 10 days

(...)

6. The fee for keeping a Listing active in Allegro is charged 365 days after the Listing was posted and amounts to PLN 0.10 per each 10 days, **except for the categories listed below:**

“Culture and Entertainment”, “Fashion” (except for the “Footwear” sub-category), “Clothes” in the “Child” category, “Beauty”, “Health”, in which the fee for keeping a Listing active in Allegro is charged 365 days after the Listing was posted and amounts to PLN 0.05 per each 10 days. Footwear sub-categories in the “Fashion” and the “Child” categories, “Sport and Tourism”, “Supermarket”, in which the fee for keeping a Listing active in Allegro is charged 365 days after the Listing was posted and amounts to PLN 0.15 per each 10 days.

The fee is not charged for offers for which an agreement was entered into by and between the Users in the preceding 365 days and in categories referred to in subparagraph 5 A-C above.

### Part III. Sale commissions

(...)

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

## Category

## Commission rate

"Home and garden"  
("Garden furniture" and "Accessories and fixtures" subcategories, "Vices", "Wrenches", "Hammers, cutters and chisels", "Sheet metal shears", "Protective and work clothing", "Tool organisation and storage", "Other", "Pliers, shears, pincers", "Tool sets", "Power tool sets" "Staplers" subcategories within "Tools" subcategory)  
(...)

9%

"Home and garden" ("Tools" subcategory except for subcategories listed above and below, such subcategories as "Smart home", "Stoves and boilers", "Swimming

The amount of commission depends on final price up to PLN 100: 7%  
Above PLN 100: 7 PLN + 6% from excess over PLN 100

pools", "Jacuzzi",  
"Rotavators",  
"Lawnmowers",  
"Scythes and  
lawn trimmers",  
"Vacuum  
cleaners and  
blowers",  
"Snowthrowers",  
"Crushers",  
"Verticutters  
and aerators",  
"Cabins",  
"Playgrounds",  
"Charcoal grills",  
"Gas grills",  
"Electric grills",  
"Garden  
fireplaces",  
"Central vacuum  
cleaners",  
"Alarms")

(...)

"Automotive"  
(subcategories  
"Rims",  
"Wheels" within  
"Tyres and rims"  
subcategory  
"Tyres and  
rims")

5%, not more than PLN 70

(...)

"Consumer  
electronics and  
home  
appliances"  
("Devices"  
subcategory  
except for "GPS  
and  
accessories",  
"Cameras"  
subcategories

5%

except for  
"Accessories",  
"Storage  
media", "Bags  
and cases",  
"Power supply",  
"Literature and  
instructions",  
"Damaged" and  
"Other"  
subcategories",  
"Audio  
equipment for  
home"  
subcategory,  
"Home  
appliances -  
miscellaneous"  
subcategory  
except for  
"Spare parts"  
subcategory as  
well as "Split air  
conditioners"  
and "Portable  
air conditioners"  
subcategories)

(...)

"Sport and  
tourism"  
("Supplements  
and nutrients"  
in "Gym and  
fitness"  
subcategory,  
"Skating,  
slackline",  
"Winter sports"  
subcategories -  
except for all  
"Shoes"  
subcategories)

(...)

8%

"Industry"  
 ("Professional  
 cleaning  
 devices"  
 subcategory,  
 "Industrial  
 construction",  
 excluding  
 subcategories  
 "Construction  
 Chemicals",  
 "Materials and  
 Accessories",  
 "Surveying  
 Equipment",  
 "Site Plant and  
 Facilities", "Work  
 at Heights",  
 "Other",  
 subcategory  
 "Plant and  
 machinery"  
 except for  
 subcategories  
 below)  
 (...)

6%

0%

"Health"  
 (subcategory  
 "OTC drugs")

(...)

#### **Part IV. Fees for additional options**

(...)

**9 For providing the Shop Subscription service, Allegro will charge the User a fee as per the price list, specified below::**

<b>Subject Matter of the Agreement</b>	<b>Amount</b>
Subscription charged for each commenced 30 days	PLN 39

Basic Subscription

PLN 39

Professional Subscription

PLN 199

### **A. Fees for additional options**

Fees for additional options amount to:

(...)

As part of a multi-variant listing posted in the following categories:

"Women's Jewellery", "Men's Jewellery", "Children's Jewellery", "Wedding Jewellery", "Piercing", "Clothes"; "Footwear", "Accessories", "Footwear" in the "Child" category, "Clothes" in the "Child" category, "Erotic Lingerie and Clothing" in the "Health" category

"Priority" option cost – PLN 5.90 / 10 days



# Appendix No. 5

## Appendix No. 5. Privacy Protection Policy

(...)

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

(...)

**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 only for the purpose of establishing such contact.*

(...)

### Part III. IP address, cookies, location and identification numbers of mobile devices

(...)

2. The Allegro mobile application and Allegro Lokalnie service will collect information about the current location of your device if you provide such data to us. Such data will not be retained by Allegro.pl. Before you start downloading the location information, you will be asked to give your consent to this. The use of such location data by Allegro.pl is described in detail at: <https://allegro.pl/regulaminy/udostepnianie-lokalizacji-yVx7ezEWySE>.

23. Allegro mobile application uses Google Account service to authenticate the User's device and verify the User's identity. During the authentication and verification process, none of the User's data are shared with the service operator.

### 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:

(...)

- **If you give your consent, we will process your personal data for the following purposes:**

1) recording data in the cookie files, gathering data from the websites and mobile applications;

2) displaying content related to your location;

23) organising competitions and promotional campaigns in which you may participate;

34) enabling contact with a public benefit organisation if you make a payment at the [charytatywni.allegro.pl](https://charytatywni.allegro.pl) platform, or adapting the listings and services in line with your previous activity.

45) personalizing your Account settings – if you upload your photo using the mobile application enabling Allegro to be used, or if your photo is disclosed to Allegro.pl when you log in to Allegro from a third-party website.

You may withdraw your consent to personal data processing at any time in the same way you gave it. We will process your personal data until you withdraw your consent.

(...)

# Appendix No. 6

## Appendix No. 6. Junior account principles

(...)

5. The Junior Account User shall not have access to all services offered on Allegro, in particular the Junior Account User:

(...)

c. may not buy or sell Items in Transactions listed in the following categories:

- Real Estate;
- Erotica;
- Cars;
- Motorcycles;
- Other Vehicles and Boats;
- Tobacco products; o Weapons;
- Airguns; o Wines;
- Conducted electrical weapon;
- Pepper gases;
- Fireworks.;
- OTC drugs.

# Appendix No. 7B to Allegro User Agreement

## Terms and Conditions of Przelewy24 Service

### ARTICLE 7. PRIVACY AND CONFIDENTIALITY

#### Rules of personal data protection for Users using Przelewy24 Service

(...)

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.

# Appendix No. 12

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

(...)

### II. General terms and conditions of Service provision

(...)

2. Allegro Smart! Service is provided for the methods of delivery described at <https://na.allegro.pl/smart-metody-dostawy>, provided that the value of a Transaction or the sum of Transactions completed for the Seller's Listing is not lower than the value specified at: <https://na.allegro.pl/smart-metody-dostaw> PLN 40, and payment for the Transaction(s) is made via the Payment Service.

(...)

### III. Terms and Conditions of the Service

(...)

3. Detailed terms and conditions which qualify the Seller to use the Services:

(...)

j. when ordering Item shipments, the Seller must provide Deliverers (automatically or manually) with an e-mail address in the allegromail.pl domain assigned to the Transaction, in the unchanged two-part form (e.g. xxx+yyy@allegromail.pl) for at least 98% of all Transactions concluded by the Seller as part of Allegro Smart!.

# Terms and Conditions of the Coin Program

## §1. Introduction

(...)

4. The Program shall last from 9 August 2017 until 31 December ~~2019~~2020.

# 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 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 **31 October 2019** **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 31 January 2020; all services for the Business Accounts shall be deactivated as of 1 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 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 **31 October 2019** **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.