

# Allegro User Agreement

## Want to know what is changing?

Information about all changes to the User Agreement can be found in the [dedicated tab in Allegro News](#).

## Table of contents

### I. GENERAL PROVISIONS

- [Article 1. Definitions](#)
- [Article 2. Terms and conditions of participation in Allegro](#)

### II. TRANSACTIONS

- [Article 3. Listings](#)
- [Article 4. Forbidden items](#)
- [Article 5. Commencing a transaction](#)
- [Article 6. Course of transaction](#)
- [Article 7. Contract concluded as part of the listing](#)
- [Article 8. Role of Allegro](#)
- [Article 9. Fees and commissions](#)
- [Article 10. Other obligations of Users](#)
- [Article 11. Feedback system](#)

### III. FINAL PROVISIONS

- [Article 12. Other services](#)
- [Article 13. Privacy and confidentiality](#)
- [Article 14. Amendments to the User Agreement](#)
- [Article 15. Termination of the agreement with Allegro.pl](#)
- [Article 16. Contact details and complaints procedure](#)
- [Article 17. Governing law and disputes](#)
- [Article 18. Appendices](#)
- [Article 19. Validity](#)
- [Article 20. Language versions of the Allegro User Agreement](#)
- [Article 21. Internal complaint-handling system](#)



# I. GENERAL PROVISIONS

## Article 1. DEFINITIONS

The following terms used in this document shall read as follows:

### **ALLEGRO.PL**

Allegro.pl sp. z o.o. with its registered office in Poznań at ul. Grunwaldzka 182, 60-166 Poznań, entered into 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 33.016.950, taxpayer's identification number (NIP): 525-26-74-798, company statistical number (REGON): 365331553, which has a status of large entrepreneur under the act of 8th March 2013 on preventing excessive payment delays in business transactions (consolidated text Dz. U. of 2019, pos. 118 as amended).

### **USER AGREEMENT**

this document

### **ALLEGRO**

an online e-commerce platform of an open character available in the allegro.pl domain and operated by Allegro.pl pursuant to the User Agreement

### **REGISTRATION**

procedure of setting up an Account

### **ACCOUNT**

a collection of resources managed by Allegro.pl for the User under a unique name (login), where the User's data and information concerning the User's activity on Allegro are collected

### **USER**

an entity who received access to services provided on Allegro by Allegro.pl pursuant to the User Agreement

### **SELLER**

a User who takes actions to sell or who sells Items as part of a Listing

### **BUYER**

a User who takes actions to purchase or who purchases Items on Allegro



## **BIDDER**

a Buyer who has placed a bid for an Item as part of the Bidding process

## **ITEM**

goods, services or rights which are the subject of a Listing

## **LISTING**

a proposal to conclude a contract of sale for an Item under the terms provided for by the Seller, including in particular the price and description of the offered Item, using the functionalities available on Allegro

## **BIDDING**

a type of a Listing initiated by the Seller as part of which the Bidder declares the price for which they are ready to purchase the Item

## **TRANSACTIONS**

procedures for entering into and performing contracts of sale for Items between Users on Allegro

## **DISCUSSION**

a dispute between the Seller and the Buyer regarding the correct implementation of a Transaction, taking place using after-purchase support tools provided by Allegro

## **Article 2. TERMS AND CONDITIONS OF PARTICIPATION IN ALLEGRO**

### **2.1.**

The allowed Users may be natural persons of at least 18 years of age having full capacity to perform acts in law, legal persons and organisational units not having legal personality but being able to acquire rights and assume obligations on their own behalf. The allowed Users may be persons of at least 13 years of age who are still not 18 years old in the scope in which they can acquire rights and assume obligations pursuant to the generally applicable provisions of law and subject to the principles applicable to them (Junior Account) being Appendix No. 6 hereto.

### **2.2.**

Natural persons who do not pursue any business activity on Allegro shall select one of the following Registration methods, completing an appropriate form for each of them, where:



a. Full Registration, subject to Article 2.6. below, enables the purchase and sale of Items (Standard Account);

b. Simplified Registration enables only the purchase of Items

### 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 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.

### 2.4.

An Account registered in the manner referred to in Article 2.3 above, following the positive verification of the data provided by the User, shall be highlighted using an icon visible to all Allegro visitors (Business Account). The sales of Items via the Business Account should be connected only with the business activity conducted by the User on Allegro. At the same time, sales not related to the User's business activity referred to in the previous sentence should be made via the Standard Account.

### 2.5.

After completing the registration form, a message shall be sent to the e-mail address provided therein, indicating a manner in which the Registration should be confirmed and other information as required by law. Upon the confirmation of the Registration, the registered entity and Allegro.pl enter into an agreement concerning the provision of services by Allegro.pl on Allegro on conditions set forth in the User Agreement.

### 2.6.



In order to access all the services provided on Allegro, the User must: besides obligation to send copies of documents, statements or translations - referred in article. 2.3 above (if it applies), activate the Account by selecting one of the methods made available by Allegro and available for specific User:

- a. Quick online payment — when the User has an account in one of the banks offering the so-called “quick payments” on Allegro and pays the predetermined amount of PLN 1.01. The full amount of the payment shall be returned to the User to the bank account from which the payment was made;
- b. Payment for the purchased item made using the payment service specified in Appendix No. 7A and Appendix No. 7B to the User Agreement — when the payment for the purchased Item will be made in the form of an electronic transfer from an account maintained in one of the banks offering the so-called “quick payments” on Allegro;
- c. Making a standard transfer or another electronic transfer — when the User has an account in a bank which does not cooperate with the provider of the payment service specified in Appendix No. 7A and Appendix No. 7B to the User Agreement or does not offer the so-called “quick payments”, and pays PLN 1.01 to a bank account specified by Allegro.pl. The full amount of the payment shall be returned to the User to the bank account from which the payment was made.

## 2.7.

The entities referred to in Article 2.1 may buy Items without completing any Registration and opening any Account. In such a case, the selection of Items (placing them in the cart) needs to be followed by the provision of relevant data required in the form necessary to enter into the agreement concluded with the Seller in this manner. Upon the purchase of an Item, the entity referred to in preceding sentences enters into an agreement concerning the provision of services by Allegro.pl on Allegro on conditions set forth in the User Agreement.

## 2.8.

During both registration and later use of Allegro, the User is obliged to give needed and actual data and information and also submit - if requested - a truthful statement.

The User of a Standard Account and of a Business Account with an enabled Subscription service may add to their Account a photo or a graphic element which may present their image (an avatar). When the User logs in to Allegro via other websites, including social media, the User's personal data and avatar (if it was made available to that website's host) will be disclosed to Allegro.pl and used in accordance with Allegro's User Agreement.

When the avatar is uploaded, it will be assigned to the Account indicated by the User and registered to the User's name. When the User logs in to Allegro via other websites, the avatar disclosed to Allegro.pl by that website's host will be assigned to the User's Account according to the e-mail address provided by the User to that website's host. The User's



avatar will be visible to other Allegro Users and it will be displayed next to the User's selected activities in Allegro.

The avatar in the aforementioned cases will be assigned to the User's Account, provided that it meets the following technical requirements: minimum size: 64 x 64 px, file format: .jpg, .png and contents: no illegal or offensive, in particular vulgar, obscene, erotic or pornographic content or content inciting hatred or racist or xenophobic behaviour is permitted. It is prohibited to publish as part of an avatar promotional or advertising content, announcements, any content related to the User's activity outside Allegro and any contact data.

The User should update data in the settings after logging in to the Account. It is forbidden for User to delete data included in the User Account settings after making the registration, with the proviso that the User may delete the avatar assigned to their Account at any time. To delete the phone number, the User needs to contact Allegro.pl using the available channels of communication referred to in the User Agreement.

## 2.9.

The User shall gain access to the Account on Allegro after entering their username or e-mail address and password (Logging in). Logging in to Allegro via an automated solutions service and other websites cooperating with Allegro.pl, including social media sites, shall have the same effects as logging in directly on Allegro website. The User shall gain access to the Account on Allegro after entering their username or address. The use of automated solutions, in particular automatic login software, shall be at the risk of the User using such software.

## 2.10.

The User may register more than one Account provided that a different e-mail address is assigned to each of them. The User may not use Accounts to perform acts which violate the User Agreement. It is prohibited in particular:

- a. to participate in a Bidding using more than one Account;
- b. to bid or enter into Item sale agreement in the case of one's own Listings or Listings of close relatives or persons living with the User in the same household or other entities with which the Buyer is in relations resulting in well-grounded doubts that the parties act in agreement with the aim to affect the result of a given Transaction in violation of law or good practice;
- c. to complete another Registration in order to avoid the payment of amounts due to Allegro.pl for the services provided on Allegro.

## 2.11.



The User may not use other Users' Accounts or make their own Account available to other persons, except for the following cases:

- a. making the Business Account available to persons duly authorised by the User to act on their behalf;
- b. making the Standard Account available to the User's spouse by providing the spouse's data in an appropriate form. Spouses using the Account shall be jointly and severally liable for the acts performed in this Account.

#### 2.12.

The Accounts shall be non-transferable save that, with the consent of Allegro.pl: a. a Business Account may be transferred in the case of the transfer by the User to another entrepreneur of the rights and obligations related to the running of an enterprise or its part, in the form prescribed by law; b. a Standard Account may be transferred by the User to their spouse.

#### 2.13.

If the User's Account or activities on Allegro require additional verification of the data referred to in Articles 2.1. or 2.3., or if Allegro.pl has reasonable concerns about the security of the Account or of a given Transaction, concerning in particular unauthorised taking over and using of the Account by a different person, Allegro.pl may:

- a. make using Allegro conditional upon the User's confirmation of their credibility, including identity, on the basis of appropriate documents;
- b. restrict the access to particular services on Allegro for a certain period;
- c. block the User's Account for a definite or indefinite period.

When the aforementioned circumstances have ceased, Allegro.pl shall lift the said restrictions imposed on the User.

#### 2.14.

Within 14 days from entering into the agreement referred to in Article 2.5., the User may withdraw from it without naming any reason. The terms and conditions applicable to agreement withdrawal, including the template withdrawal form available to the User, are set forth in the Notes of Guidance attached hereto as Appendix No. 8. The User may not withdraw from the agreement if they have listed an Item, have participated in a Bidding, have used the Buy it Now option or have had any amounts due to Allegro.pl for services provided on Allegro.

#### 2.15.



The User acknowledges that, when the avatar is assigned to their Account in the cases referred to in Article 2.8 above, the avatar may be automatically adjusted to the size meeting the technical requirements specified by Allegro.pl.

2.16

Allegro.pl shall employ mechanisms ensuring an adequate level of security of Transactions and other services provided at Allegro and used by the User.

2.17

Transactions and other services can be performed only if an adequate level of security is ensured.

## II. TRANSACTIONS

### Article 3. LISTINGS

3.1.

On Allegro, the Seller, when setting the terms of the Listing, may make available to Buyers the following procedures for entering into the sale agreement:

- a. Only with Buy It Now option, where the Seller offers to sell the Item at a pre-determined price. This Listing may include one or more pieces of the Item;
- b. Bidding, where the Seller, by putting up the Item for sale, invites Bidders to place bids in order to conclude an agreement. Bidding may involve only one piece of the Item. In the case of Bidding, the Seller may set additionally the Buy It Now option; however, if the Seller sets a reserve price on the terms set out in Article 3.2., the Buyer may use the Buy It Now option only until the Bidder places a bid equal to that price. If no reserve price is set by the Seller, the Buyer may use the Buy It Now option until the Bidder places the first bid.

3.2.

In Bidding, the Seller may set a reserve price, i.e. the lowest price at which the Seller is willing to sell the Item. Bids lower than the reserve price shall not result in the conclusion of the sale agreement. The amount of the reserve price shall not be disclosed to Users until a Bidder offers the price equal to or higher than the reserve price.

3.3.

The aim of the Listings displayed in the listing categories: "Cars", "Real Estate", "Holiday", "Live animals", "Machines", "Trailers, semitrailers", "Other vehicles and boats", "Motorcycles and quads", "Services" and "Tickets" 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.

3.4.

Allegro.pl uses default sorting of Listings within the list of Listings, to adjust the order of their placement to the preferences of Buyers ("Accuracy").

The following factors are taken into account with respect to Accuracy:

1. Listing information, such as: compliance of the Listing description with the User Agreement; number of displays of the Listing in different time intervals; number of purchases made in a specific Listing; number of Items added by Users to the cart within a given Listing; number of Users who marked (or unmarked) a given Listing as Observed; price of the listed Items; number of Items listed; number of methods of free delivery made available by the Seller within the Listing; availability of free return options; status of the listed Items, including their features; mode of conclusion of the sales agreement – Buy now/Bidding; timeframe of the Listing; promotion options; "Official Store" distinction; placing in the Special Offer Zone;
2. Seller information, such as: mainly number of positive and negative ratings; rate of "recommended" ratings given by Buyers; average rating of the costs of delivery of Items; average rating of compliance with Item description; average rating of the quality of customer service provided by the Buyer; timely completion of parcel tracking numbers; time of response to messages from other Users; participation in the Super Seller programme; number of violations of Appendix No. 1 to the User Agreement; number of reminders in connection with violations of Article 13.3 of the User Agreement and Article 1(4) and 1(7) of Appendix No. 2 to the User Agreement

## Article 4. FORBIDDEN ITEMS

4.1.

Sellers may not list, as part of any Transaction, Items trading of which violates applicable provisions of law or rights of third parties (in particular copyrights and other intellectual property rights) as well as listing of which may be considered as violating good practice.

4.2.

Notwithstanding the provisions set forth in Article 4.1., it is prohibited to list items indicated as forbidden in Appendix No. 1 hereto.

4.3.

The items referred to in Articles 4.1. and 4.2. may not be offered together with other Items as free gifts.



4.4.

Some types of Items may be listed only if additional conditions set forth in Appendix No. 1 hereto have been met.

## Article 5. COMMENCING A TRANSACTION

5.1.

The Seller shall prepare a Listing by filling in the sale form available on Allegro, thus laying down all terms of the Transaction. The information contained in the description of the Listing may only refer to its object. Upon adding information or data to the description of a Listing, Allegro.pl shall acquire the right to use them, in particular to use them in any way, at any time and at its own discretion. By adding information or data in the description of a Listing, the Seller declares that they have the right to add them to the description of a Listing, and their use on Allegro and by Allegro.pl, particularly in the manner specified in the preceding sentence, does not violate the rights of third parties. The Seller shall be liable for the truthfulness of the declaration referred to in the preceding sentence.

5.2.

A Listing description should be accurate and complete and must not mislead other Users, in particular as regards properties of the Item such as its condition, quality, origin, brand or manufacturer. A Listing description should comply with applicable provisions of law, in particular contain information required by applicable consumer protection regulations and, in addition, may not suggest the use of the Item in a manner violating applicable laws. The User shall be fully liable for the content of their Listing, also for any mistakes or inaccuracies therein.

5.3.

Irrespective of the provisions of Article 4.1, the Seller represents that they are authorised to and capable of concluding and performing the agreement with the Buyer.

5.4.

When performing the acts referred to in Article 5.1, the Seller shall order Allegro.pl to post the Listing on the date indicated by the Seller. If the date is not specified, the posting shall be immediate. The number of a single User's Listings posted simultaneously may not exceed, without Allegro.pl's consent, 200,000, and also Allegro.pl may not be ordered to post such a number of Listings concerning the same Item which may violate the principles of fair competition on Allegro.

5.5.

Upon posting a Listing, the Seller is bound by its description. The Seller may introduce changes in the Listing until the first bid has been placed by a Bidder. In the case of a Listing



with Buy It Now option, the Seller may not effectively modify its description for the Buyers with whom they concluded a sale agreement as part of the Listing. The Seller may not introduce any changes in the Listing description that would change the Item on offer or its properties. Upon posting within the Listing (upon its publication on Allegro) any content being the subject of copyright law, in particular such as signs, logos, images, descriptions or photos ("Content"), the User allows Allegro.pl to use this Content free of charge, nonexclusively and without time and territory constraints, within the scope of:

- a. its storing and multiplying by using any techniques, including its recording and duplication into paper, electronic, magnetic and optic medium copies;
- b. its reproduction via telecommunications networks (including the Internet and GSM networks) by any means and techniques, in particular such as: its reproduction in such a way that anybody can access the Content at any chosen time and place; its exploitation in other communications networks, regardless of any possible use of access restrictions; its public viewing and reproduction also done by websites content autorun mechanisms;
- c. its public performance, display, viewing, reproduction, transmission and rebroadcasting;
- d. its lending and its introducing to public trading.

The User consent covers preparation of the Content analyses by Allegro.pl, their use in the scope in which Allegro.pl is authorised to use the Content, and giving further consents in to the extent of the agreement with Allegro.pl.

The User gives his consent to exercise his personal copyrights to the Content by Allegro.pl and declares that he will not exercise these personal copyrights against Allegro.pl or against entities given by Allegro.pl further consent to use the Content.

The User warrants that he is authorised to make the aforementioned declaration, to give consents included in the User Agreement and to incorporate the Content. He also warrants that the Content and its use by Allegro.pl in accordance to the User Agreement do not infringe any third party rights. The User shall release Allegro.pl and entities given by Allegro.pl further consent to use the Content from any liability arising from the use of the Content in accordance with the User Agreement

5.6.

Detailed principles of creating a Listing, including its description, uploading photos and using additional options concerning its presentation and promoting are set forth in Appendix No. 2 hereto.

5.7.

Seller is obligated to accept Buyer's payments for transactions completed via any payment service available on Allegro, including Allegro gift cards. Depending on the Buyer's choice of



payment method, service of the payment execution shall be processed under conditions set forth in Appendix No. 7A, Appendix No. 7B, User Agreement or the [Allegro gift card User Agreement](#).

5.8.

Besides enabling Buyer to perform payment for Item via services mentioned in art. 5.7., Sellers may allow Buyers to complete payments for Items also by using the "cash on delivery" option, or by paying directly at the place of the Items collection.

5.9.

To post Listings in categories: Collectibles > Investment products and Collectibles > Numismatics > Collectible gold coins, the Seller shall meet all of the following conditions:

- a. own a Business Account for posting Listings in the above mentioned categories;
- b. ensure that Items sold on such Listings are dispatched within 24 hours counted from the conclusion of an Agreement;
- c. submit a notification to: [invest@allegro.pl](mailto:invest@allegro.pl) containing the following data: company data and the Login under which they have registered the Account to be used for posting Listings in the above mentioned categories (hereinafter: "Notification") and obtain Allegro.pl approval in the form of an e-mail sent to the User's e-mail address assigned to their Account.

## Article 6. COURSE OF TRANSACTION

6.1.

Accepting the terms presented by the Seller in the Listing, the User, in order to purchase the Item, shall participate in Bidding or select the Buy It Now option, subject to Article 3.3 hereof. In performance of the aforementioned acts, the User shall fill in an appropriate form available on the Listing webpage and confirm their choice.

6.2.

Upon placing a bid in the Bidding process, the personal data regarding the name of the Bidder's Account (username) shall be disclosed to the Seller.

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 to the Seller the e-mail address encrypted by Allegro.pl of the User asking the question.



#### 6.4.

When joining the Bidding process, the Bidder shall indicate the maximum price for the Item that they undertake to pay if they win. The Bidder may change the maximum price in the course of Bidding, but may not offer an amount lower than or equal to the current price in the Bidding. The subsequent Bidder may outbid the previous Bidder, depending on the current price of the Item, by an appropriate increment amount as per the table below:

<b>The highest price offered at a time</b>	<b>Increment amount</b>
1,00 - 24,99 zł	0,50 zł
25,00 - 99,99 zł	1,00 zł
100,00 - 249,99 zł	2,50 zł
250,00 - 499,99 zł	5,00 zł
500,00 - 999,99 zł	10,00 zł
1.000,00 - 2.499,99 zł	25,00 zł
2.500,00 - 4.999,99 zł	50,00 zł
above 5.000,00 zł	100,00 zł



6.5.

Bids made by Bidders shall bind such Bidders, unless the Seller rejects them. A Bidder's bid may be rejected only before the Bidding ends:

- a. on a Bidder's request or
- b. when the Seller has reasonable doubts as to the Bidder's credibility;
- c. in the case of theft or destruction of the Item during the Bidding;
- d. due to the Bidding closure in the cases referred to in Article 6.8. b.

Except that for Listings in the following categories:

- Clothes, Footwear, Accessories > Women's Wear > Blouses
- Clothes, Footwear, Accessories > Women's Wear > Sweaters
- Clothes, Footwear, Accessories > Men's Wear > Shirts

a Bidder's bid may be rejected only at the Bidder's request.

6.6.

A proposal to enter into an agreement with the Seller made by the Bidder whose Account will be blocked before the end of the Bidding shall cease to be binding. Information on the Bidder's Account block shall be posted on the Bidding webpage.

6.7.

A Listing shall be closed after the period specified in its terms by the Seller or when all pieces of the Item offered in Listings with Buy It Now option are sold. A Listing may be closed earlier:

- a. upon the Seller's decision referred to in Article 6.8.;
- b. upon Allegro.pl's decision in the cases referred to in Article 8.2(b).

6.8.

The Seller may close their Listing at any time. In the case of:

- a. a Listing with Buy It Now option — sale agreements concluded so far as part of such a Listing shall be binding;
- b. Bidding — winners shall be determined according to the status as of the time of its closing pursuant to Article 7.2.

6.9.



An Item price should be determined in accordance with generally applicable provisions of law. Apart from the Item price, the Seller may charge the Buyer only with the shipping costs as specified in the Listing and only in the actual amount.

6.10.

Appendix No. 3 hereto sets forth an action plan for scheduled technical breaks and technical failures, in particular their impact on posted Listings.

## **Article 7. CONTRACT CONCLUDED AS PART OF THE LISTING**

7.1.

Allegro is not a party to any Item sale agreements made between Users and does not ensure that the Sellers and the Buyers are authorized to enter into and perform such agreements.

7.2.

An agreement shall be concluded with the winner of Bidding. The winner of Bidding shall be the User who, upon its closure, offered the highest price for the Item and their bid was at least equal to the reserve price, if such a price was specified by the Seller (accepting the winning bid). If several Bidders placed bids indicating the same highest price, the Bidder who bid as the first offering the highest price shall become the winner.

7.3.

The Buyer shall enter into an agreement with the Seller, confirming the purchase using "Buy and Pay" button, or a similar one, subject to Article 3.3.

7.4.

The confirmation of entering into an agreement between the Buyer and the Seller shall be sent automatically by e-mail (or alternatively by other means of electronic communication) and shall be for information purposes only. In the e-mail referred to in the previous sentence, the parties to the agreement shall receive the data currently appearing in their Account settings, i.e. name and surname, e-mail address (encrypted by Allegro.pl), telephone number, address. In the event when the Seller's registered office as set in the Account settings is outside the European Economic Area or the Listing has been marked in the "Delivery details" field as "Non-EEA Listing", the data referred to in the previous sentence will be sent outside the European Economic Area. If the Buyer selects an Item shipping method as part of which the shipped item is assigned a tracking number, information regarding shipment tracking may be made available to Allegro.pl directly by the carrier or the Seller if the number of the parcel is made available in the "Purchased" tab displayed



after logging in to the Account, the Buyer shall be sent an additional e-mail message with the carrier's name, shipment tracking number and a link to track the shipment.

7.5.

In connection with the concluded agreement, the Buyer should pay for the Item within 7 days, unless the parties agreed otherwise.

## Article 8. ROLE OF ALLEGRO

8.1.

Allegro.pl shall not be held liable for Users' conduct on Allegro and for undue performance or failure to perform Transaction-related agreements, and also for the consequences of actions performed by Users or third parties which violate the provisions hereof. In particular, Allegro.pl shall not be held liable for the quality, safety and legality of Items sold in Listings, Sellers' capacity to sell, Buyers' solvency and the veracity and accuracy of data and other contents provided/submitted by Users within Allegro. Allegro.pl, on the terms set forth in Appendix No. 9, shall grant compensations to the Buyers who have suffered damage as a result of the Seller's dishonest conduct. At the same time, Allegro.pl shall be liable for the performance of agreements concluded on Allegro, in connection with its own sale of Items, in accordance with generally applicable laws and regulations and the terms of Allegro.pl's Listings.

8.2.

If a Listing is in breach of the User Agreement or any applicable laws and regulations, Allegro.pl may:

- a. change Allegro category indicated by the Seller, in which the Listing is posted;
- b. close before its deadline or delete a Listing with Buy It Now option; however, agreements concluded between Users as part of such a Listing until such closure shall remain valid;
- c. delete Bidding, causing it to be no longer available on Allegro, and all hitherto activities of Bidders performed as part of it shall have no effect;
- d. refuse to post the Listing.

8.3.

Allegro.pl may verify Users' compliance with the User Agreement. Such a verification may be carried out, in particular, by checking if Users observe relevant provisions of the User Agreement. The verification shall be carried out, in particular, by establishing contact with a given User and recording/documenting such contact.

8.4.



If any User's actions are in breach of the User Agreement, Allegro.pl may:

- a. caution the User by e-mail,
- b. warn the User by e-mail;

Issuing a caution and a warning to the User does not directly result in the suspension of the User's Account or in restricting access to particular services provided within Allegro, it is only to inform that in the event of further violation of the provisions of the User Agreement, Allegro.pl may suspend the Account or restrict the User's access to particular services provided within Allegro.

In case of repeated or material violations of the User Agreement understood as:

1. failure to pay the amounts due to Allegro.pl within the set time limit,
  2. the provision by the User of incomplete or false contact details (e.g. name, company, address) in the Account settings,
  3. disposal of the Account by the User without Allegro.pl consent,
  4. making the Account available by the User to other persons contrary to Article 2.11 of the User Agreement,
  5. Publication of Listings, the subject of which are Forbidden Items specified in Attachment No. 1 to the User Agreement or Restricted Items, where the User has not fulfilled the conditions necessary to list such Items, which are specified in Attachment No. 1 to the User Agreement,
  6. infringing the rules on posting Listings set forth in Appendix No. 2 to the User Agreement,
  7. Registration of multiple Accounts and their use contrary to the rules specified in Article 2.10 of the User Agreement,
  8. sending spam messages to other Users,
  9. decrease of the overall quality (in the "Quality of my sales" tab) to the "Improvement required" or to the "Unacceptable" level,
  10. taking actions to avoid the payment of fees or commissions billed by Allegro.pl,
  11. infringing the rules on the feedback system set forth in Article 11 of the User Agreement,
  12. making purchases for purposes other than concluding a Transaction,
  13. infringing the rules on ordering Allegro.pl to post Listings set forth in Article 5.4. of the User Agreement,
  14. infringing the rules on rejecting bids made by Bidders set forth in Article 6.5. of the User Agreement,
  15. infringing the rules set forth in Articles 10.1., 10.3 and 10.10 of the User Agreement,
- 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. suspend one, more or all of the User's Accounts for a definite or indefinite period.

Allegro.pl shall notify the User about the suspension of the Account or restriction of access to specific services via e-mail, indicating the reasons for the suspension or restriction of access to the Account. The User may appeal against the decision of Allegro.pl in accordance with the provisions of Article 16 of the User Agreement.

In the case of failure to respond and present an exhaustive explanation concerning the correctness of the performance of the contract 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 upon the User's confirmation of his/her due performance of the contract concluded as a result of the Transaction.

#### 8.5.

Regardless of whether Allegro.pl applies the provisions of Articles 8.2, 8.3 or 8.4 hereof, the User shall be fully liable for their acts and omissions related to the use of Allegro, in particular the User may be held liable for damages towards Allegro.pl or other Users.

Where the User uploads to Allegro.pl avatars, as referred to in Article 2.8 of the User Agreement, the User shall represent that they are authorised to use the said avatar for the purposes specified in the User Agreement, and that the use of the same on Allegro and by Allegro.pl does not violate any third-party rights. The User shall be liable for the truthfulness of the representation referred to in the foregoing, and hold Allegro.pl harmless against any liability arising in connection with the use of the avatar on Allegro which is unlawful or violates third-party rights.

#### 8.6.

In case of blocking the Account, the User may only access the Account and use those functions which make it possible to pay amounts due to Allegro.pl and finalise agreements concluded before the Account block; however, the User may not use any other services provided on Allegro by Allegro.pl. Any Listings posted in a blocked Account shall be deleted. The outcomes of Biddings with the participation of the Bidder whose Account has been blocked shall be decided in accordance with Article 6.8.

#### 8.7.

The User whose Account has been blocked or its functionality restricted as referred to in Articles 2.13 and 8.4 may neither register a new Account nor use another Account without Allegro.pl's prior consent.

#### 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.pl, 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.
- c. in the case of Sellers who post Listings in categories referred to in Article 5.9 above.

#### 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).

8.11.

Allegro.pl shall order payment service providers specified in Appendices Nos. 7A and 7B to apply Disbursement Withholding in the case of the Accounts referred to in Article 8.9(c) above, immediately after positive verification of the Notification referred to in Article 5.9 above by Allegro.pl.

8.12.

Allegro.pl has access to the following categories of User data: data on the Listing, including in particular the content of the Listing; data identifying the Buyer as part of the Transaction; data on the Transaction – in particular the payment method, item receipt address, delivery method, additional remarks, as well as it can have access to the content of messages sent between the Buyer and the Seller, including as part of discussions and disputes. Allegro.pl manages the above-mentioned data categories in relation to all Listings and Transactions.

The User does not have access to all data which are available to Allegro.pl. The User has free of charge access to data relating to their actions as part of Allegro, in particular relating to the quality of sale carried out through Allegro, including among others the value of turnover, completed orders; cancelled orders; numbers of shipments filled in within the time limit; which part of the delivery is completed within the time limit – as compared to all orders within the last 30 days which were delivered to the buyers within the time limit declared by the Seller in listings; and information about the quality of sale of the Seller in comparison with other Sellers on Allegro – how many sellers have better or worse quality than the Seller. On Allegro Lokalnie only data on individual completed Transactions is available.

Allegro.pl enables paid access to certain statistical data relating to the sale as part of the Allegro platform.

Statistical data relating to the sale as part of Allegro are stored by Allegro.pl also after the termination of the Agreement with the User.

Allegro.pl has access to personal data of Users, rules of such access and period of storage and rules of deleting such data are specified in Appendix No. 5 to the User Agreement.



8.13.

Allegro.pl as Seller on Allegro due to technical-management reasons uses different return form from other Sellers.

## **Article 9. FEES AND COMMISSIONS**

9.1.

Services provided on Allegro by Allegro.pl shall be paid services. The Seller shall be charged with all fees and commissions. Such amounts payable shall be charged on an ongoing basis and presented for payment for consecutive settlement periods. The settlement period shall be a calendar month.

9.2.

Fees and commissions for services provided on Allegro by Allegro.pl shall be paid by the User to the bank account indicated in their Account settings.

9.3.

Any User's actions aiming at or resulting in avoiding the payment of fees or commissions billed by Allegro.pl are prohibited.

9.4.

Allegro.pl shall issue invoices for services provided on Allegro in accordance with data provided in Account settings; however, Users of Standard Accounts shall be issued invoices upon their request.

9.5.

Amounts of fees and commissions for respective services, terms of collecting and billing them, and terms of awarding transaction discounts on amounts payable for services provided by Allegro.pl in a given month, and also the method of their calculation as well as the terms of issuing and sending invoices are provided for in Appendix No. 4 hereto.

## **Article 10. OTHER OBLIGATIONS OF USERS**

10.1.

All actions of Users on Allegro should comply with good practice and applicable provisions of law, including consumer protection laws. A User may not take any actions which adversely affect the security of Allegro operations or are detrimental to other Users. 10.2.

A User must explain the correctness of the performance of the agreement concluded between the Buyer and the Seller. The Seller must give their response and present



exhaustive explanations in the Discussion within 24 hours from being alleged of any misconduct by the Buyer, with Saturdays, Sundays and other public holidays being excluded from such response time.

#### 10.3.

The number of Discussions ended as unresolved for the Seller, who, in the last 60 days concluded more than 1000 agreements, should not exceed 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 may not exceed two.

#### 10.4.

The Seller must respond to the Buyer's message within 24 hours of its receipt, provided that this deadline does not fall on a Saturday, Sunday or a public holiday.

#### 10.5.

Where, for the ordered Items, the Buyer selects a shipment method which is registered by the carrier and has been given a tracking number, if the carrier has not made the data available to Allegro.pl directly, the Seller shall immediately enter in the order tab (my sales - > orders) the correct tracking number (as assigned by the carrier on dispatch) and the Items' delivery shall take place within the time frames (counted with an accuracy of one hour starting from the moment when the payment for the Item is made – if the payment methods available at Allegro are used – or from the moment of entering into the Transaction – in the case of the "cash on delivery" payment, with Saturdays, Sundays and other public holidays being excluded from such period) specified by the Seller in the "Shipment dates" section of the sales form.

#### 10.6.

In Allegro, the Sellers have been given access to the "Quality of my sales" tab where, based on the individual ratings in the following areas:

- a. Buyers' ratings (containing e.g. Buyers' Recommendations, Buyers' Experience/Satisfaction);
- b. Order processing (containing e.g. the Orders processed, Package numbers entered within the time frames specified in the User Agreement);
- c. Client Services (containing e.g. Active Discussions, Timely responses to questions asked in the discussions);
- d. Attractiveness of the Listing (containing e.g. Active payment methods, Percentage of Listings with Allegro Smart!);



e. Compliance with the User Agreement (e.g. Deleting Listings, Policy Warnings);

the Seller's quality is determined at one of the following levels:

a. Super+

b. Super

c. Good

d. Neutral

e. Improvement required

f. Unacceptable

The data included in the "Quality of my sales" tab are calculated on a daily basis and they cover the previous 30 days. The calculation may be delayed by no more than 24 hours for technical reasons.

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). 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.

10.8.

Users should archive by themselves the information on agreements concluded on Allegro.

10.9.

Any materials, including graphical elements, layout and composition thereof, trademarks and other information available on Allegro webpages are subject to the rights of Allegro.pl or Users. These elements are subject to author's property rights, industrial property rights, including rights from the registration of trademarks and rights to databases and, as such, are subject to statutory legal protection.

10.10.

Downloading or using materials available on Allegro in any way shall each time require consent of Allegro.pl and shall not violate any provisions hereof and generally applicable



provisions of law, and shall not violate any interests of Allegro.pl and Users. The following shall be prohibited:

- a. third-party use of indications to which Allegro.pl holds rights, including characteristic graphical elements, in particular such as logos, photos, descriptions or other types of indications;
- b. aggregating and processing data and any other information available on Allegro for the purpose of sharing them further on other websites or outside the Internet,
- c. using the Allegro designation or similar designations in the Account login if this can mislead other Users about the entity using the given Account or its affiliation with Allegro.pl
- d. using designations in the Account login which can mislead other Users about the entity using the given Account.

## Article 11. FEEDBACK SYSTEM

### 11.1.

On Allegro, Users may use a descriptive and graphical (i.e. graphical sale assessment) feedback system to exchange subjective opinions on the course of Transactions and performance of agreements. If Users have concluded an agreement, the Buyer, within 90 days from the date of concluding the agreement, that is from the day and hour of the concluding, may leave feedback for the Seller, whereas this time limit is calculated to the hour. The Seller who receives "not recommended" feedback may respond to it once. It is not possible to leave feedback when the Buyer has made a purchase under the rules specified in Article 2.7. and when they have not fully activated their Account or their Account is blocked.

### 11.2.

In descriptive feedback, a User may recommend or not recommend purchase. In graphical feedback for the sale, the Buyer may give 1 to 5 points to assess the agreement performance by the Seller in terms of the following parameters:

- consistency with Item description
- shipping cost
- buyer service

### 11.3.

Feedback shall always be assigned to a particular Account and a specific Transaction. A User shall be liable for the content of their feedback and replies.

### 11.4.



The content of feedback and replies shall be public information available to all visitors to Allegro.

11.5.

Feedback and replies should be consistent with the actual course of Transactions and may not contain:

- a. vulgarisms, content that is obscene or pornographic, or inciting to hatred, racism, xenophobia;
- b. Users' contact details or usernames;
- c. website addresses or content of advertising nature.

11.6.

A User may not participate in any Transaction solely for the purpose of leaving feedback (e.g. to artificially increase or decrease the Seller's credibility).

11.7.

Allegro.pl shall not interfere with the content of any feedback or replies; however, it reserves the right to delete or block the possibility of their posting in justified cases when:

- a. they are in breach of the provisions of the User Agreement, in particular of Articles 11.5 or 11.6;
- b. they have been posted for a wrong User or Transaction by mistake, if their content explicitly indicates that a mistake has been made;
- c. the content of feedback explicitly indicates that a mistake has been made as to its type;
- d. the content of feedback contains characters which make that feedback illegible.

11.8.

Parties to a concluded agreement shall have the possibility to agree on the deletion of feedback and replies to it using for this purpose an appropriate form available on Allegro. Feedback shall be deleted upon the satisfaction of all the following conditions jointly:

- a. the deletion request must be submitted by the Seller within 21 days from the date of receiving feedback;
- b. the Buyer must agree to comply with such a request not later than within 14 days following its receipt.

11.9.



Following the deletion of feedback according to the procedure provided for in Article 11.7., the Buyer may re-assess the course of the Transaction within 90 days from the date of concluding the agreement related to a particular Listing.

11.10.

Users may post on Allegro their reviews concerning Items, including their disadvantages and advantages. They are presented in Listings in the "Product review" tab.

11.11.

Reviews posted in the "Product review" tab are Users' subjective opinions. Users shall be liable for the content of their opinions expressed in such reviews.

11.12.

A User's review may not violate applicable provisions of law, including third-party rights; in particular, it may not be defamatory, violate personal rights or constitute an act of unfair competition. At the same time, regarding the rules of posting reviews by Users, the provisions of Articles 11.5 and 11.6 shall apply accordingly.

11.13.

Allegro.pl reserves the right to edit or delete reviews in justified cases, when a review:

- a. is a subsequent review referring to the same Item;
- b. refers to a different Item than the reviewed one;
- c. violate the rules set forth in Article 11.12.;
- d. violates applicable provisions of law, good practice or offends religious feelings;
- e. infringes patent rights, copyrights, business secrets or other intellectual property rights, or personal data protection rights;
- f. is only a summary of a film, book or record etc.;
- g. is fully or partially copied from other Users, the producer of the reviewed Item or from other available sources;
- h. it contains characters which make the review illegible.

11.14.

By posting a review, the User consents to its use free of charge by Allegro.pl or other entities cooperating with Allegro.pl under separate agreements, and to its modification within the aforementioned scope.



### III. FINAL PROVISIONS

#### Article 12. OTHER SERVICES

12.1.

Allegro.pl may provide Users with other services supporting the main activity of Allegro.pl or facilitating the use of the services of Allegro.pl by Users, including the financing, securing or advertising of Transactions, on the terms set forth in the terms and conditions of such services, as well as services involving the intermediation by Allegro.pl in the conclusion of agreements on the provision of third-party services.

12.2.

Allegro.pl may provide Users with information about services and service offers of third-party suppliers (e.g. who offer financial services, including insurance services), facilitating the use of the services of Allegro.pl by Users, including the financing, securing or advertising of Transactions.

12.3.

Allegro.pl intermediates in concluding agreements and provides services related to financing and securing Transactions such as: insurance for an Item, consumer loan for purchase of an Item

12.4.

Currently on Allegro, Seller cannot provide transaction-related services identical to those mentioned in Article 12.3.

#### Article 13. PRIVACY AND CONFIDENTIALITY

13.1.

Personal data provided by Users in designated areas shall be processed by Allegro.pl pursuant to the applicable provisions of law and the privacy policy set forth in Appendix No. 5 hereto.

13.2.

Users' personal data may be disclosed to other Users only in the cases set forth herein for purposes related to the Transactions and in other cases with prior consent of the data subject.

13.3.



A User shall not disclose to third parties any information related to other Users received from Allegro.pl in connection with the use of Allegro, unless the User has obtained prior consent of the User who is the data subject. In particular, the use of such information for commercial purposes, in particular to promote in any form the activities of any User carried out outside Allegro shall be prohibited.

#### 13.4.

The use of the information referred to in Article 13.3 for commercial purposes to promote in any form the activities of any User carried out outside Allegro shall be prohibited. In particular the following shall be prohibited:

- a) making proposals to buy or sell the Item outside Allegro (not applicable to Listings referred to in Article 3.3);
- b) adding to the shipped Item or providing in any other form any content with information about commercial activities carried out outside Allegro (e.g. leaflets advertising an online store);
- c) opening accounts for Users in online stores.

#### 13.5.

Allegro.pl reserves the right to filter and block messages sent by Users using the tools made available on Allegro, in particular if they are spam, include content that violates this User Agreement or otherwise pose a risk to the safety of Users.

#### 13.6.

Ended Listings may be published in [archiwum.allegro.pl](https://archiwum.allegro.pl) subdomain. Published information is for reference only and Allegro.pl may not ensure or guarantee that ended Listings will be made public in a full and comprehensive manner.

## Article 14. AMENDMENTS TO THE USER AGREEMENT

#### 14.1.

Allegro.pl may amend the User Agreement in the following cases:

- a. amendments to legal regulations having a direct impact on the content of the User Agreement;
- b. imposing certain obligations by governmental authorities;
- c. amendments to the price list;
- d. improving the operation of the Website and the User service;



- e. enhancing the protection of Users' privacy;
- f. amendments to the privacy policy;
- g. preventing misuse;
- h. security/safety considerations;
- i. technological and functional changes;
- j. changes in the scope of services provided, including the introduction of new services;
- k. editorial changes.

Such amendment shall become effective within the period indicated by Allegro.pl not shorter than 15 days from the time of notifying Users about the amendments and making the amended User Agreement available to them, in particular by publishing it on the website: <https://allegro.pl/pomoc/zmiany-w-regulaminie/aktualnosci>, and sending it to the e-mail address assigned to the User's Account (if the User has logged in to their Account in the last 4 years).

Allegro.pl may amend the User Agreement without a 15-day period, referred to above, with an immediate effect, if:

- (i) it is subject to legal or regulatory obligations, under which it is obliged to amend the User Agreement in such a manner which prevents it from keeping the above-mentioned 15-day notification period,
- (ii) it must by way of an exception amend the User Agreement to counteract unforeseen and immediate threat related to the protection of online intermediation services, Users against fraud, malware, spam, breach of data or other cybersecurity threats.

#### 14.2.

Upon the first logging in to Allegro after an amendment has entered into force, the User shall be notified of 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, made after the amendment has entered into force, 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 such amendments should immediately, no later than within 15 days from notification of such amendments, notify Allegro.pl to terminate the agreement with Allegro.pl, using the form referred to in Article 15.2. User's termination of the agreement with Allegro.pl for the Account indicated by him/her as described above shall be effective no earlier than upon 15 days of notifying the User of amendments to the User Agreement



## Article 15. TERMINATION OF THE AGREEMENT WITH ALLEGRO.PL

### 15.1.

The provision of services on Allegro shall be unlimited in time, subject to the provisions of this Article below.

### 15.2.

A User may, at any time, terminate the agreement concluded with Allegro.pl related to the Account indicated by them, by filling in and approving the contract termination form. In this case, all Buyer listings published so far will be removed within 7 days from date of contract termination form approval. Furthermore, during the contract termination period it will not be possible to: list new Item, buy Item, participate in a Bidding or change the amount offered by Bidder during bidding.

### 15.3.

The termination by a User of the agreement with Allegro.pl for the Account indicated by them shall be effective not earlier than 60 days since the date of contract termination (interpreted as date of filling in and approval of contract termination form). After the 60 days deadline, it will not be possible to login to Allegro account and to use services available within the scope of account.

### 15.4.

In the event when a User is repeatedly in breach of the User Agreement, the agreement may be terminated by Allegro.pl against a thirty days notice.

### 15.5.

If the agreement has been terminated by the decision of Allegro.pl, a User may not register any Account on Allegro again without prior consent of Allegro.pl.

## Article 16. CONTACT DETAILS AND COMPLAINTS PROCEDURE

### 16.1.

A User may contact Allegro.pl in relation to the services provided electronically hereunder:

a. in writing to: Allegro.pl sp. z o.o., ul. Grunwaldzka 182, 60-166 Poznań;

b. in an electronic form (by, e.g., using the contact form on webpages of specific articles in the "Help" section, which may be accessed from the main page of the Allegro website).



16.2.

Allegro may contact the User:

- a. in writing to the correspondence address provided by the User;
- b. in an electronic form to the e-mail address provided by the User;
- c. by phone calling the telephone number provided by the User,
- d. by sending short text messages (SMS) to the telephone number provided by the User.

16.3.

If, in a User's opinion, services to be provided under the User Agreement are not rendered by Allegro.pl or are not rendered in accordance with the User Agreement, the User may present their reservations in the manner specified below ("Complaint"). In addition, in the case of own sale of Items by Allegro.pl, a User may make a Complaint in the manner described in Allegro.pl's Listing.

16.4.

A Complaint may be lodged in an electronic form using the contact form or in a written form. A Complaint shall contain at least the name under which the User acts on Allegro (username), the description of their reservations and the proposed method of handling the Complaint.

16.5.

Allegro.pl shall handle a Complaint within 14 days from the date of its receipt. When a Complaint does not contain the information necessary to handle it, Allegro.pl shall ask the User making the Complaint to supplement the required information, and then the period of 14 days shall run from the date of submitting the supplemented Complaint.

16.6.

A reply to a Complaint shall be sent only to the e-mail address assigned to a given User's Account. In particularly justified cases, Allegro.pl may send a reply to a different e-mail address provided by the User making a Complaint, which is not assigned to the User's Account, or in writing to the address provided in the Complaint.

16.7.

A User may appeal against the decision taken by Allegro.pl concerning a Complaint ("Appeal"). The provisions of Articles 16.3, 16.4 and 16.5 shall apply accordingly.

## Article 17. GOVERNING LAW AND DISPUTES



#### 17.1.

An agreement between User and Allegro.pl, relating to services provided on Allegro by Allegro.pl on terms and conditions set forth herein, shall be governed by Polish law. Any disputes connected with the services provided on Allegro by Allegro.pl shall be resolved by common Polish courts of general jurisdiction. A User being a consumer may initiate out-of-court proceedings to solve a Complaint and enforce claims before the Permanent Arbitration Consumer Court at the Provincial Inspector of Trade Inspection in Poznań. Information on how to initiate such proceedings and on the procedures applicable to dispute settlement can be found at <http://www.uokik.gov.pl> in the "Consumer dispute settlement" tab (Polish: "Rozstrzyganie sporów konsumenckich"). The consumer User may also use the EU ODR platform available at: <http://ec.europa.eu/consumers/odr/>. Detailed information on how to file a complaint can be found [here](#).

#### 17.2.

Allegro.pl may attempt to amicably settle the dispute with User pursuing business activity, using Allegro to offer items to consumers, through an independent mediator, upon prior consent of Allegro.pl for mediation. Should the User, referred to in the previous sentence, propose mediation to Allegro.pl and after Allegro.pl has accepted this proposal, mediation will be conducted by a mediator from the Wielkopolska Arbitration and Mediation Centre at the Wielkopolska Chamber of Commerce and Industry, in accordance with the mediation rules applied by the Centre. Allegro.pl shall bear a reasonable part of the total costs of mediation which will be each time determined by the parties. The list of mediators and mediation rules are available at: <https://caim.com.pl/>.

## 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. 16: General Terms and Conditions of Delivery Service](#)

[Appendix No. 17. Charity Listings](#)

18.2.

Links posted in the electronic version hereof, including the appendices, only facilitate browsing through Allegro pages. Documents other than the appendices listed above shall not constitute the integral part hereof.

## **Article 19. VALIDITY**

If any provision hereof is held invalid by a final and absolute court judgement, the remaining ones shall stay in full force and effect.

## **Article 20. LANGUAGE VERSIONS OF THE ALLEGRO USER AGREEMENT**

20.1.

Certain elements of Allegro.pl website have been translated, particularly from Polish into English, using automatic text translation software. The text has been translated with due diligence, however, no results of automatic translation (by a computer program) are perfect and cannot in practice replace a human being in the process of translating any text. These elements shall be marked with an appropriate annotation of the translation software. The said results of automatic text translation shall be made available to the Users of the aforementioned website as produced by the text translation software without any human intervention or corrections. Therefore, no translation result is subject to any warranties or representations as to its correctness and the User may use such translations at their own



risk. In addition, certain content cannot be translated properly due to the limitations of the text translation software.

20.2.

The Polish language shall be the original language of the User Agreement, the website and all communication by Allegro.pl with Users. In the event of any discrepancies between the text of the original language version and of the translated website arising in particular from the translation prepared using text translation software, the Polish language version shall prevail. In the case of any doubts related to the translated content, they should be resolved by reference to the Polish language version. The aforementioned reservation shall apply accordingly to translations from other languages, e.g. in the case of translations of comments on Transactions made in the English language.

20.3.

This service may contain translations provided by Google. Google hereby disclaims its express or implied liability for any translation, including its accuracy, reliability, and any merchantability, fitness for a particular purpose and any liability for infringements.

20.4.

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

## **Article 21. INTERNAL COMPLAINT-HANDLING SYSTEM**

Allegro.pl shall ensure the operation of internal complaint-handling system within the meaning of Article 11.1. of Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services. Complaints of the Users which relate to the issues listed in this regulation can be made through <https://na.allegro.pl/skarga>.