

# Allegro User Agreement

## 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 or phone number,
- password or an SMS code (when logging in using the telephone number) and, in the case of selecting the two-step login, a password and an SMS code

(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 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. User with an active Subscription service may, as part of logging into Allegro, switch between any number of Accounts without the need to log into a given User's Account each time separately *and make available the functionalities selected by them and related to the handling of Transactions or Listings to any person duly authorised by the User who will be able to use them after logging into their Account. The Account User shall be fully responsible for actions and omissions of the duly authorised person related to the functionalities made available to 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.

\*valid from December 14, 2020.

#### 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, or in case of a breach of the Allegro User Agreement by the User, Allegro.pl may:

a. make using Allegro or particular services provided within 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;

d. use mechanisms or tools blocking bot operations or other IT or programming tools referred to in Article 10.11.

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, posting the Listing in the category that corresponds best to a given type of products; and whether the Listing title is similar to the content of the Users' query in the search engine concerning the Item being the subject of this Listing;
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.

5.10.

When filling the form available on the Account, in the tab Sale > Sale Settings > Delivery Settings, the Seller may specify the hours of a quick dispatch of Items (Same Day Dispatch) which is tantamount to a declaration to dispatch the Items on the same day provided that the Transaction is entered into (including the payment is effected) up to the hour specified by the Seller, depending on the carrier type and the day of the week. The information about the Same Day Dispatch is visible within the Seller's Listing. Allegro.pl reserves the right to refuse to publish the information referred to in the preceding sentence if the Seller fails to meet the requirements specified on <https://allegro.pl/dlasprzedajacych/wysylka-tego-samego-dnia-dla-wybranych-przez-ciebieprzewoznikow-i-dni-tygodnia-2YRGIGOGlfR#wymagania-jakie-nalezy-spelnic-abykupujacy-zobaczyli-informacje-o-wysylce-tego-samego-dnia-w-twoich-ofertach>.

## 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.

From the time of posting the Listing, Users may ask the Seller questions regarding this Listing or the Transaction related to the Listing in the following way:

a. Using the relevant "Question to the seller" form available in the Listing – 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 of the User asking the question encrypted by Allegro.pl;

b. Using "Write a message" option in the Message Center functionality available in the User's Account settings – such questions shall be sent automatically to the Seller;

in both cases subject to Article 13.5.b.

### 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:

The highest price offered at a time	Increment amount
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

Allegro.pl reserves the right to verify Users purchasing Items in Listings from the "Collectibles and Art" category in the case of the Bidders who during the Bidding have offered an amount higher than or equal to PLN 1,000.00 or the Bidders for whom the total amount of their currently made bids is higher than or equal to PLN 1,000.00. For this purpose, Article 2.13.a. of the Allegro User Agreement shall apply mutatis mutandis.

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.

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 or the United Kingdom of Great Britain and Northern Ireland.
- 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 and the handling of correspondence at the Sellers' request in the case referred to in Article 13.6. Allegro.pl manages the above-mentioned data categories in relation to all Listings and Transactions, subject to the reservation that in the case referred to in Article 13.6. access to the content of the message applies only to Business Accounts.

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 the Allegro User Agreement, good practice and applicable provisions of law, including consumer protection laws. A User may not take actions contravening the Allegro User Agreement, good practice and applicable provisions of law or 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 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 (including data and other types of information) 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 using it within the activity pursued (including operating other Internet websites), as well as sharing them further on other websites or outside the Internet, including:

- i. extracting (scraping) such data and information, in particular with the use of bots and other IT or programming tools (including but not limited to tools for data exploration, collection or extraction),
- 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.

10.11

It is forbidden to use bots and other IT or programming tools (including but not limited to tools for data exploration, collection or extraction), including tools which:

- a. generate or may generate increased traffic on Allegro, in particular such that multiply the number of visits of Allegro sites, causing an excess burden for the IT systems,
- b. are malware (including viruses) or may be used to infect Allegro's IT resources or infrastructure with malware (including viruses),
- c. serve for making cyberattacks (including network attacks, in particular DDoS attacks), when using Allegro, in relation to using Allegro as well as for the purpose of using Allegro.

## 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.

The Seller with a registered Business Account shall order Allegro.pl to handle correspondence related to Transactions concluded via that Account, subject to the reservation that such correspondence handling consists in Allegro.pl automatically analysing (using the machine learning technology) the content of messages sent by Buyers to a given Seller using the options described in Articles 6.3.a and 6.3.b in order to:

- (i) check whether Allegro.pl is able to answer the questions contained in such a message before the Buyer sends it to the Seller, and
- (ii) answer the questions contained in such a message if Allegro.pl has the appropriate knowledge based on the data from the IT systems of Allegro.pl.

If, as a result of the automatic analysis of the message referred to above, Allegro.pl is not able to give any answer to the Buyer, the message shall be forwarded immediately to the Seller so that they can reply to it.

The rules for entrusting the processing of Buyers' personal data related to the handling of correspondence are described in Appendix No. 19 to the User Agreement.

The Seller may at any time opt out of the handling of the correspondence as described in this clause by using the functionality available under the "Account" tab.

13.7.

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.

The User who does not accept planned amendments of the User Agreement 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.

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.

## 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. 16A: General Terms and Conditions of the Delivery Service for Allegro Lokalnie

Appendix No. 17. Charity Listings

Appendix No. 18. General Terms and Conditions of the Cooperation Related to the Sales of Vouchers Exchangeable for Medical Services

Appendix No. 19. Data processing Agreement

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>.

# Appendix No. 1.

## **Appendix No. 1. Forbidden and restricted items**

### Article 1. Forbidden items

The following Items may not be offered in Listings:

1. Items containing shocking pornographic content;
2. Items propagating fascism or other totalitarian political system or inciting hatred on the basis of differences related to nationality, ethnic origin, race or religious beliefs, or due to the lack of any religious beliefs, except for items of artistic, educational, collector's or scientific value;
3. Items violating personal rights of third parties;
4. Music, videos, software and other Items which infringe intellectual property;
5. Non-original products (the so-called "knock-offs");
6. Explosives and hazardous chemical substances;
7. Drugs, psychotropic substances, intoxicants, cannabis seeds;
8. Medicinal products prescribed by doctors and other medicines, subject to Appendix No 14 to the User Agreement;
9. Alcoholic beverages;
10. Tobacco products, subject to Article 2.2 below, electronic cigarettes, bases, liquids (including those without nicotine), refills and their parts;
11. Human or animal organs;
12. Live or dead animals (as well as their parts or derivative products) of species listed in currently applicable annexes A - D to Council Regulation (EC) No. 338/97 of 9 December 1996 on the protection of species of wild fauna and flora by regulating trade therein;
13. Dogs and cats marketed outside their place of breeding and farming, and animals without pedigree or birth certificate;
14. Shares in companies, stocks, bonds and other securities, receivables, shares in investment funds, insurance policies and products and all other financial instruments offered as a form of cash investment, except for securities in the material form of collector's value only;
15. Cryptocurrencies (e.g. bitcoin, litecoin, dogecoin, etc.) and services and products related thereto;

16. Software that infringes a manufacturer's licence, trial software, freeware, shareware and abandonware;
17. Software adapted to perform actions violating law or good practice;
18. Website and FTP server addresses (except for Internet domains);
19. Information and instructions not intended as service, in particular: tips on how to circumvent terms and conditions, use Internet systems that offer financial profits (e.g. payment for online banner display or for receiving e-mails, information such as "how to make...", "how to find...", "how to earn...");
20. Access to torrent websites, accounts in free websites and services related thereto (e.g. "likes", reviews, comments);
21. Access to erotic/pornographic websites and virtual currencies used on such sites;
22. Accounts in partnership and loyalty programmes and services related thereto;
23. Databases (including personal data or lists of e-mail addresses);
24. Mail order and direct sales catalogues used to order goods, excluding outdated catalogues of collector's value only;
25. Cards of Cyfra+, Cyfrowy Polsat, NC+ and devices owned by Orange Polska;
26. Master's, bachelor's and other graduation theses, secondary school final exam papers, essays and other similar papers and services related to creating such papers;
27. Stock exchange investment systems, and lottery and betting systems as well as services related to providing support in entering such lotteries and placing bets, except for official books with an ISBN number assigned;
28. Fishing tools and equipment the possession of which is restricted by law;
29. Weapons and ammunitions within the meaning of the Act on Weapons and Ammunitions, subject to Articles 2.7–2.11 below;
30. Vehicle registration certificates and vehicle history cards offered without vehicles which they have been issued for and vehicles without documents, polish registration plates (also those of historic value);
31. Discount coupons in the form of a commitment entitling their holders to receive a discount or another benefit concerning a future purchase of Items outside Allegro;
32. Electronic publications (e.g. books, poems, guides, the so-called "e-books") listed outside the "E-books" category;

33. Gold in the form of gold bars and their copies, coins minted after 1800 (subject to Article 2.14 below) or scrap gold, and silver in the form of bars and their copies and scrap;

34. Prepaid payment cards (the so-called "pre-paid cards");

35. Registered prepaid phone cards;

36. Fake banknotes and coins remaining in circulation (counterfeit/imitations of Polish and foreign banknotes and coins);

37. Used items that should not be re-used for health or hygiene reasons; Applicable to items listed in the following categories:

Child > Health and hygiene > Hygiene products > Cotton face masks

Fashion > Clothes, footwear, accessories > Haberdashery and accessories > Cotton face masks

Vision correction>Contact lenses

Beauty>Care>Intimate hygiene>Sanitary towels

Beauty>Care>Intimate hygiene>Pantyliners

Beauty>Care>Intimate hygiene>Tampons

Beauty>Care>Intimate hygiene>Feminine intimate hygiene wipes

Health>Intimate health>Condoms

Health, medicine>Oral hygiene>Replacement toothbrush heads

Health, medicine>Oral hygiene>Dental floss

Health, medicine>Oral hygiene>Toothbrushes>Manual

Equipment for hospitals and surgeries>Shoe covers, gloves

Health>Equipment for hospitals and surgeries>Disposable products

Health>Hygienic and wound dressing materials>Hygienic products

Erotica>Erotic accessories and gadgets>Anal plugs and probes

Erotica>Erotic accessories and gadgets>Sexual stimulation balls and eggs

Erotica>Erotic accessories and gadgets>Sex dolls

Erotica>Erotic accessories and gadgets>Penises and dildos

Erotica>Erotic accessories and gadgets>Rings and caps>Caps

Erotica>Erotic accessories and gadgets>Rings and caps>Rings and clamps

Erotica>Erotic accessories and gadgets>Rings and caps>Extensions

Erotica>Erotic accessories and gadgets>Vaginas and masturbators

Erotica>Erotic accessories and gadgets>Vibrators>Classic

Erotica>Erotic accessories and gadgets>Vibrators>Natural

Erotica>Erotic accessories and gadgets>Vibrators>Stimulating G-spot

Erotica>Erotic accessories and gadgets>Vibrators>Multi-purpose

Erotica>Erotic accessories and gadgets>Vibrators>Sets

Erotica>Erotic accessories and gadgets>Vibrators>Other

Erotica>BDSM>Enemas

Erotica>BDSM>Specula

Erotica>Condoms

38. All types of codes, passwords, tokens, keys or accounts (hereinafter referred to collectively as "Codes") that allow access to and use of services which make it possible to watch and listen to multimedia content on the Internet, especially in the form of music, podcasts and films, e.g. Netflix, HBO Go, Cda Premium, VOD.pl, Player.pl, Spotify, Tidal except for Codes offered by entities carrying out official authorised activities related to their resale, operating under individual agreements concluded with Allegro.pl.

39. Codes and coupons of any type and in any form, in particular vouchers (collectively, "Vouchers") which are redeemable for cinema tickets or other services or products offered at cinemas or which may be otherwise used at cinemas, except Vouchers provided by entities engaged in official and authorised Voucher resale business and operating under individual agreements with Allegro.pl.

40. Firecrackers.

41. Live animals and plants of European Union concern specified in the list of invasive alien species established pursuant to Regulation (EU) No 1143/2014 of the European Parliament and of the Council of 22 October 2014 on the prevention and management of the introduction and spread of invasive alien species.

42. Any form of permanent or temporary access or use of an account or other set of resources (similar to accounts) on or in any website, program or application, enabling the operation of and playing computer games, console games or mobile games, or including other functionalities and

services related to these games, such as their purchase, installation, storage, reviewing, tracking their statistics, e.g., Steam, Epic Games Store, GOG, uPlay, Origin, PlayStation Network, Xbox Live. The prohibition referred to in this item 42 does not apply to the sales of accounts or other set of resources on or in any website, program or application that enable only client-based use of one computer game, or one game for consoles or a mobile game the use of which is free of charge for anyone at any time.

43. All types of services or functionalities that are offered or provided through an account or a set of resources referred to in item 42 above.

44. In-vitro diagnostic medical devices (e.g., used to diagnose SARS-CoV-2 coronavirus infections) not intended for self-monitoring and devices other than the remaining exceptions referred to in Article 10(2) of the Medical Devices Act of 20 May 2010.

## 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"):

1. Animals other than listed in Articles 1.12 and 1.13 above **Condition:** the Seller must guarantee safe and humanitarian transport conditions (preferably personal pick-up). **Required description elements:** statement on guaranteeing safe and humanitarian transport conditions.

2. Tobacco articles. **Condition:** they must be only of collectible nature. **Required description elements:** declaration on only collectible nature of the Item.

3. Cyfra+, NC+ and Cyfrowy Polsat decoders. **Condition:** they may not be the property of Cyfra+, NC+ or Cyfrowy Polsat. **Required description elements:** providing the decoder serial number.

4. Audiobooks and videobooks which are not official publications. **Condition:** the Seller must be the sole author of the publication or its publisher. **Required description elements:** providing ISBN assigned to the publication listed in the National Library online database available at (e.g. <http://e-isbn.pl>).

5. Tickets for art, entertainment or sports events. **Condition:** they can be offered only in the "Tickets" category by entities cooperating with Allegro.pl under separate agreements with the proviso that it does not apply to announcements within Allegro Lokalnie.

6. Warranty cards. **Condition:** they may not be a separate for sale item (must be attached to Items subject to warranty).

7. Pepper gases. **Condition:** they may be offered exclusively in the "Pepper gases" category by retailers holding a license to sell goods intended for military and police use. **Required description elements:** providing the information on: gas name, concentration and composition.

8. Conducted electrical weapon (devices causing incapacitation by electroshock). **Condition:** they may be offered exclusively in the "Conducted electrical weapon" category by retailers holding a

license to sell goods intended for military and police use. The average current value in the circuit may not exceed 10mA and the energy may not exceed 300mJ. **Required description elements:** providing the information on: name, amperage and manufacturer. Declaration on the average current value in the circuit not exceeding 10mA and energy not exceeding 300mJ. The following declaration: "The sale of devices causing incapacitation by electroshock is governed by the Act of 22 June 2001 on conducting business activity related to the manufacture and sale of explosives, arms, ammunition, and goods and technology intended for military or police use (Journal of Laws of 2001, No. 67, item 679). Pursuant to this Act, sales of such products must be recorded and the Seller is obliged to keep records of Transactions concluded. Devices causing incapacitation by electroshock may be sold exclusively to people of legal age, upon checking their identity."

9. Firearms and their essential parts. **Condition:** separately loaded firearms (not using cartridges) manufactured before 1885 or their replicas. **Required description elements:** declaration that a separately loaded firearm or its essential parts were manufactured before 1885 or that it is a replica.

10. Ammunition (e.g. bullets, mines, grenades) or its essential parts. **Condition:** ammunition must be deactivated. **Condition:** ammunition must be deactivated. **Required description elements:** declaration that ammunition is deactivated.

11. Airguns. **Condition:** bullet energy may not exceed 17J. **Required description elements:** declaration that the bullet energy does not exceed 17J.

12. Mushrooms **Condition:** a certificate issued by a classifier or expert mycologist (except for cultivated mushrooms and mushrooms commercialised in other EU countries). **Required description elements:** a declaration that the mushrooms offered come with relevant certificate and attaching to the Listing (its description) an electronic file containing the certificate or a clear photo of the label containing the information required by law

13. Pyrotechnic materials other than listed in Article 1.40 above. **Condition:** they may be offered exclusively in the "Fireworks" category by retailers holding a license, on condition that they must not be delivered by the following entities: GEIS, Poczta Polska, Pocztex, DB Schenker, DHL, X-press, DPD **Required description elements:** providing the information on the manufacturer's or importer's name, product approval marking or certificate.

14. Items from the "Investment products" and the "Collectible gold coins categories. **Condition:** they may be offered only by entities operating under separate agreements concluded with Allegro.pl, however, the Seller must have a recommendation ratio of at least 98% in their Account. The Item shipment timeframe specified by the Seller in the sales form may not be longer than 24 hours.

15. Items from the category: "GSM accessories" – "Antennas and amplifiers". **Required description elements:** providing information that: "Self-assembly and use of GSM/UMTS/LTE amplifiers, also called repeaters, by unauthorised persons is prohibited by law. Only mobile network operators are authorised to install such devices. The failure to comply with this condition may be considered as an act subject to a fine and, in the event of persistent violation of the same, to restriction of liberty or imprisonment for up to 2 years."



16. Boilers (Solid fuel Stoves). **Condition:** Certificate (test certificate for boilers (solid fuel stoves) confirming the possibility of placing the boiler (solid fuel stove) on the market in accordance with European standard EN 303-5:2012. **Required description elements:** an electronic file containing the certificate or a clear photo thereof should be attached to the Listing (its description).

17. Plants for planting and seeds referred to in Regulation (EU) 2016/2031 of the European Parliament of the Council of 26 October 2016 on protective measures against pests of plants, amending Regulations (EU) No 228/2013, (EU) No 652/2014 and (EU) No 1143/2014 of the European Parliament and of the Council and repealing Council Directives 69/464/EEC, 74/647/EEC, 93/85/EEC, 98/57/EC, 2000/29/EC, 2006/91/EC and 2007/33/EC. **Condition:** A passport authorising to move plants issued by an authorised registered operator. **Required description elements:** an electronic file containing the passport or a clear photo thereof should be attached to the Listing (its description).

18. Items from the "Fuels" category. **Condition:** They may be offered only by Users who have registered a Business Account and hold a liquid fuel sales licence ('OPC' licence). **Requirements:** entering into a separate agreement with Allegro.pl. The Seller must not offer the shipping of such Items abroad.

19. Vouchers exchangeable for medical services provided remotely, using a chat or teleconsultation. **Condition:** they can be offered in the "Telemedicine" category only by entities cooperating with Allegro.pl under separate agreements.

20. Remote courses, training, workshops. **Condition:** they can be offered in the "Online courses" category only by entities carrying out, among others, educational activities and cooperating with Allegro.pl under separate agreements.

## Appendix No. 2

### Appendix No. 2: Rules on creating Transaction description

#### Article 1. DESCRIPTION OF THE LISTING

1. In order to create a Transaction description, the Seller shall fill in the sale form available on a relevant Allegro page, providing, in particular, the Transaction title, the description of the Item, specifying category corresponding to the nature and type, and how the Transaction is to be carried out (including: specifying the Transaction duration and, at the Seller's discretion: specifying the starting price, optionally the reserve price, and indicating whether Buy It Now option should be enabled), and terms of payment. The Transaction description should be supplemented with at least one photo presenting the Item on offer. In the sale form, the Seller may also determine a particular manner of presenting and promoting the Transaction on Allegro by selecting additional options.

2. A Transaction description must not include content that infringes law and Allegro User Agreement, and words, phrases or expressions that violate moral norms (except for the "Erotica" category due to its specific nature) and drastic content.

3. Essential content related to a Transaction should be presented as a text in the Polish language. A User may present in their Listing content saved on third-party servers (not belonging to Allegro.pl), however this shall not apply to essential content.

4. The "Description" field in a Listing, its title and parameters may contain only information regarding the offered Item, except that additional information on the producer of the Item and information about other Items available in the Seller's Listings is permitted in the "Description" field. Information mentioned in the preceding sentence is considered additional and may not represent the majority of the Listing's description. Other information should be posted under appropriate tabs (shipping details under the "Shipping and payment" tab, warranty terms under the "Warranty" tab, the description of the complaint procedure under the "Complaint" tab, the information about termination of agreement without giving a reason under the "Returns" tab, contact details and any other information about the seller under the "About the seller" tab). In the case of Listings posted in the category: "Food > Catering", the "Description" field may contain contact details and information related to the Item delivery. The above rules do not apply to Listings for which separate agreements made with entities cooperating with Allegro.pl otherwise specify the terms and conditions concerning their description.

5. Photos included in a Listing must relate only to the offered Item. An Item may be presented in the context of its use or arrangement. A photo may present certificates, technologies, graphic elements (e.g. arrows). Captions are forbidden, except for brand/manufacturer logos, colours and patterns, and the number and unit.

6. Banners on the list of Listings may not contain advertisements, promotional and classified ad content regarding activities conducted outside Allegro, and contact details. Brand/manufacturer logos are allowed.

7. A photo in the background is a graphic presentation of the profile of activities and the type of products sold at Allegro and must not include contact information, promotional content and announcements related to any activities carried out outside Allegro. Users may provide their login and brief information on the profile of their activities carried out at Allegro. The information referred to in the preceding sentence shall be provided as additional information and may not fill a major part of the photo.

8. Headers may not contain text, and contact details. Promotional and classified ad content regarding activities conducted outside Allegro is also prohibited. Brand/manufacturer logos and information indicating the official nature of sale conducted on the Account are allowed.

9. Attachments to a Listing must be related to the offered item. They may not contain the same information as included in the "Description" field. The content of an attachment must be related to the type of the selected attachment. Information contained in attachments may not violate other provisions of the Allegro User Agreement.

10. A Listing may not contain advertisements, promotional and classified ad content (e.g. offers to buy/exchange anything) and other elements to help purchase goods and services outside Allegro.

11. As part of a Listing, the Seller may not allow the Buyer to decide on one or more of such essential features of an Item as its size or model, etc. In a Listing including multiple pieces of an Item, the Seller may allow the Buyer to select colour or a graphic pattern on condition that the Seller presents current information on the number of available colours or graphic patterns.

In addition, in Listing categories Health > Vision correction > Contact lenses, and Health > Vision correction > Sets (contact lenses + solutions), the selection of contact lenses power can be enabled provided the Seller provides up-to-date availability information.

12.1. In the case of multiple-variation Listings, Listings concerning Items with the same intended use, of the same brand or listed in the same category may be combined.

12.2. Those User's Listings which cover variations of specific Item (i.e. advertise the same product but in other colour or size) may be combined into a multi-variant Listing. Allegro.pl may automatically combine the User's Listings into a multi-variant Listing, subject to the same process as that applicable to the User, including by splitting already existing multi-variant Listings of a User.

Listings related to a given Item in various sizes and in the same colour, combined into a multi-variant Listing will not be listed separately and will only be displayed as part of the relevant multi-variant Listing. A multi-variant Listing will be shown on the product list using the most accurate component Listing of the multi-variant Listing that matches the search criteria best.

Where multiple User's Listings refer to the same Item (i.e. where they advertise the same product in the same colour or size), only one of such Listings may be included in a multivariant Listing. Where a multi-variant Listing is created by Allegro.pl, one such Listing for the same Item will be selected at random.

The User may vary multi-variant Listings only with the dedicated functionalities of the User Account. Allegro.pl may delete or vary those User's multi-variant Listings which violate the rules of creating multi-variant Listings.

The provisions on multi-variant Listings in this Section 12.2 apply only to Listings in the following categories:

- Home and Garden > Tools > Protective and work clothing (except "Accessories" subcategory)
- Child > Shoes
- Child > Clothes (except for "Accessories", "Others" within "Infant clothes" subcategory and "Antirain" within "Trousers" subcategory)
- Company > Industry > Protective clothes and EHS > Clothes (except "Other" subcategory)
- Collectibles and art > Handmade craft > Handmade items > Clothes
- Culture and entertainment > Movies > Gadgets, accessories > Clothes
- Culture and entertainment > Games > Gadgets > T-shirts
- Fashion > Jewellery and watches > Womens Jewellery ("Bracelets", "Choker", "Beads", "Neckles", "Ear cuffs", "Rings, Wedding rings", "Neck chains" subcategory)
- Fashion > Jewellery and watches > Child jewellery ("Bracelets", "Neckles, neck chains" subcategory)

- Fashion > Jewellery and watches > Men jewellery ("Bracelets", "Signet rings, wedding rings", "Neck chains, neckles" subcategory)
- Fashion > Jewellery and watches > Wedding jewellery ("Bracelets", "Neckles", "Wedding rings", "Engagement rings" subcategory)
- Fashion > Jewellery and watches > Devotional articles
- Fashion > Jewellery and watches > Piercing > Jewellery
- Fashion > Clothes, Footwear, Accessories > Women's underwear (except "Bra - accesories" and "Garter" subcategory)
- Fashion > Clothes, Footwear, Accessories > Men's underwear
- Fashion > Clothes, Footwear, Accessories > Pregnancy and Motherhood
- Fashion > Clothers, Footwear, Accessories > Haberdashery and accessories ("Headwear", "Belts", "Gloves" subcategory)
- Fashion > Clothes, Footwear, Accessories > Footwear " ("Women's" and "Men's" subcategory)
- Fashion > Clothes, Footwear, Accessories ("Women's clothes" and "Man's clothes" subcategories)
- Fashion > Clothes, Footwear, Accessories > Disguises, costumes, masks ("Women's costumes" and "Men's costumes" subcategories)
- Fashion > Clothes, Footwear, Accessories > Wedding and reception > Women"s accessories > Boleros and stoles
- Fashion > Clothes, Footwear, Accessories > Wedding and reception ("Wedding footwear" and "Wedding dress" subcategory)
- Automotive > Motorcycle parts and accessories > Wear ("Headwear", "Suits", "Bacalava", "T-shirts and sweatshirts", "Jacket", "Footwear", "Gloves" and "Trousers" subcategories)
- Sport and tourism > Running > Shoes
- Sport and tourism > Running > Clothes (except for "Neck warmers, kerchiefs, bandannas" subcategory)
- Sport and tourism > Military supplies > Shoes
- Sport and tourism > Military supplies > Clothes (except for "Other" subcategory)
- Sport and tourism > Bicycles and accessories ("Shoes" and "Clothes" subcategories)
- Sport and tourism > Gym and fitness > Shoes
- Sport and tourism > Gym and fitness > Clothes (except for "Other" category)
- Sport and tourism > Skating, slackline > Clothes, shoes, accessories
- Sport and tourism > Team sports > For sports fans ("T-shirts" and "Headgears" subcategories)
- Sport and tourism > Team sports > American football > Clothes
- Sport and tourism > Team sports > Hockey and floorball >Clothes ("T-shirts, jackets" and "Trousers")
- Sport tourism > Team sports > Basketball ("Shoes" and "Clothes" subcategories)
- Sport and tourism > Team sports > Football > Referee gear > T-shirts
- Sport and tourism > Team sports > Football > Shoes
- Sport and tourism > Team sports > Football > Clothes (except for "Hats" and "Other" subcategories)
- Sport and tourism > Team sports > Handball ("Shoes" and "Clothes" subcategories)
- Sport and tourism > Team sports > Rugby > Shoes

- Sport and tourism > Team sports > Rugby > Shoes > Clothes ("T-shirts, jackets" and "Trousers" subcategories)
- Sport and tourism > Team sports > Volleyball > Shoes
- Sport and tourism > Team sports > Volleyball > Clothes (except for "Other" subcategory)
- Sport and tourism > Extreme sports > Aviation > Clothes
- Sport and tourism > Extreme sports > Climbing ("Shoes" and "Clothes" subcategories)
- Sport and tourism > Social sports and leisure > Golf > Clothes
- Sport and tourism > Social sports and leisure > Horse riding > Shoes
- Sport and tourism > Social sports and leisure > Horse riding > Clothes (except for "Vests" subcategory)
- Sport and tourism > Social sports and leisure > Nordic walking > Clothes
- Sport and tourism > Social sports and leisure > Dance ("Shoes" and "Costumes" subcategories)
- Sport and tourism > Martial arts > Boxing ("Shoes", "Clothes" and "Gloves" subcategories)
- Sport and tourism > Martial arts > MMA ("Clothes" and "Gloves" subcategories)
- Sport and tourism > Martial arts > Asian martial arts > Shoes
- Sport and tourism > Martial arts > Wrestling ("Shoes" and "Clothes" subcategories)
- Sport and tourism > Water sports > Swimming ("Shoes and flip-flops" and "Swimsuits" subcategories)
- Sport and tourism > Water sports > Windsurfing ("Shoes" and "Clothes" subcategories)
- Sport and tourism > Water sports > Sailing ("Shoes" and "Clothes" subcategories)
- Sport and tourism > Winter sports > Clothes
- Sport and tourism > Tennis and related sports > Squash > Footwear
- Sport and tourism > Tennis and related sports > Squash > Wear (except "Sweatshirts" and "Trousers" subcategory)
- Sport and tourism > Tennis and related sports > Lawn Tennis > Footwear
- Sport and tourism > Tennis and related sports > Lawn Tennis > Wear (except "Sweatshirt" and "Trousers" subcategory)
- Sport and tourism > Tourism > Footwear
- Sport and tourism > Tourism > Wear (except "Headwear", "Gaiter", and "Other" subcategory)
- Sport and tourism > Fishing > Footwear
- Sport and tourism > Fishing > Wear (except "Other" subcategory)
- Health > Hospital and consulting room equipment > Medical wear and footwear (except "Medical cap" subcategory)

In all other categories and subcategories multi-variant Listings are governed by Section 12.1 above.

13. A Listing description, including its title and parameters, must not contain any key words to manipulate the results of Items search on Allegro.

14. Elements of HTML, JavaScript, Java or other programming languages or any other technologies may not be used to carry out any negative actions affecting the operation of Allegro or misleading other Users.

15. In the description of a Listing, the Seller may post website addresses (in any form, e.g. links) only if:

a. no commercial activity is carried out by means of these websites and the sole aim of the linked content is to present additional information on an Item;

b. it is the object of the Listing itself, e.g. a domain name, hosting service, Internet service.

16. For Listings published in the listing categories: "Cars", "Real Estate", "Holiday", "Live animals", "Machines", "Trailers, semitrailers", "Other vehicles and boats", "Motorcycles and quads", "Services" by entities acting on the basis of separate agreements concluded with Allegro.pl, it is allowed to display the address of the Seller's website. However, such address may only be displayed on photos and headlines within the Listing or banners included in the list of Listings and it cannot lead to websites providing the same or similar services as Allegro (i.e. websites publishing offers or ads submitted by Internet users).

17. As part of a Listing, the Seller may grant a discount or offer a free gift to be added to an Item provided that the person to receive the discount or free gift is not selected in drawing. Both a discount and a free gift must be specified in an unambiguous manner.

18. The Seller must indicate in their sale form the order shipping time.

19. The price of an Item specified in a Listing by the Seller must be a gross price (it does not apply to categories not subject to sale commissions indicated in Appendix No. 4. Part III: Sale commissions and Announcements that are not charged a fee for Transaction services).

20. A Listing description must not contain any information that would in any way differentiate Buyers' statuses in terms of using the payment service specified in Appendix No. 7 to the User Agreement.

21. In the categories: "Jewellery and watches", "Delicatessen", "Erotica", "Films", "Photography" and "Consoles and game machines", the number of Listings posted simultaneously by a Seller with a Business Account may not exceed 30,000.

## **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:

1. An Item must be presented in the photo in the way which does not cast any doubts as to the actual and real object of sale as part of a given Listing.

2. An Item should be presented against white, uniform background (RGB 255.255.255). The exceptions include: books, films, music and software the covers of which can fill the entire surface of a photo, and photos in the "Fashion – Outlet" category and in Listings in the case of which separate agreements with entities cooperating with Allegro.pl may determine different conditions for the presentation of Items. A miniature photo may not contain any extra elements, especially texts, graphical elements, frames, logos etc.

3. If significant characteristics (colour, taste, smell) cannot be presented in a photo of an Item, they may be defined graphically in the miniature photo.

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:

a. An Item is offered with the parameter other than "new", "new with a defect" or "new without tags" in an Account other than Business Account;

b. An Item with the parameter other than "new" is presented in the category:

- Automotive > Car parts
- Automotive > Motorcycle parts and accessories
- Automotive > Parts for other vehicles
- Automotive > Parts for machines
- Automotive > Tyres and rims

c. An Item offered for Bidding is presented in the category: Fashion > Clothes, Footwear, Accessories

d. An Item is presented in the category:

- Home and Garden > Garden > Plants
- Home and Garden > Garden > Garden architecture > Gazebos, sheds, roofs
- Products for Animals > Fishkeeping > Aquarium animals
- Products for Animals > Fishkeeping > Plants and care > Plants
- Collectibles and Art > Antiques and Art (except for the "Arts accessories" subcategory)
- Collectibles and Art > Collectibles
- Collectibles and art > Handmade craft > Handmade items
- Child > Child's bedroom > Furniture > Furniture sets
- Home and Garden > Furniture > Kitchen > Kitchen furniture sets
- Home and Garden > Furniture > Teenager's bedroom > Furniture sets
- Home and Garden > Furniture > Child's bedroom > Furniture sets
- Home and Garden > Furniture > Bathroom and toilet > Bathroom furniture sets
- Home and Garden > Furniture > Bedroom > Furniture sets
- Home and Garden > Furniture > Bedroom > Beds
- Home and Garden > Furniture > Living room > Sofas
- Home and Garden > Furniture > Living room > Furniture sets
- Home and Garden > Furniture > Living room > Corner sofas
- Home and Garden > Furniture > Living room > Sofa and armchairs sets
- Home and Garden > Furnishings and fittings > Tableware > Crockery sets
- Home and Garden > Equipment > Christmas and other special decorations – Christmas > Christmas tree lights
- Home and Garden > Equipment > Christmas and other special decorations – Christmas > Outdoor Christmas lights
- Home and Garden > Equipment > Christmas and other special decorations – Christmas > Christmas illuminations

- relating to the sale or rental of real estate, as well as in the categories: "Services", "Holiday", "Automotive" (in the subcategories: "Cars", "Motorcycles and quads", "Machines", "Other vehicles and boats" and "Trailers, semitrailers") and in the "Live animals" subcategory

5. Items offered by entities acting on the basis of separate agreements with Allegro.pl, in the following categories:

- Automotive > Car parts
- Automotive > Motorcycle parts and accessories > Motorcycle parts
- Automotive > Motorcycle parts and accessories > Quad parts
- Automotive > Parts for machines

the photo (miniature photo) may present a technical drawing related to the Item on offer.

6. Items delivered by electronic means do not have to meet the conditions referred to in items 2–5 above; however, the thumbnail may not violate other provisions of the User Agreement (e.g. contain advertisements, promotional and advertising content regarding activities carried out outside Allegro and contact details).

### **Article 3. ADDITIONAL OPTIONS**

When creating a Listing, the following additional options shall be made available to the Seller for a fee:

1. Bold – the Listing title in the results of Items search on Allegro is bolded;
2. Highlight – the background at which the Listing information is shown in the results of Items search on Allegro is in a different colour;
3. Featuring – the Listing information is presented on "the list of promoted listings", i.e. in a clearly marked spot in the results of Items search on Allegro, above the titles of Listings posted by the Sellers who did not choose the additional option in question;
4. Department page – the Listing information is presented on the department's main page (the page displayed directly upon selecting the department name from the catalogue presented on Allegro homepage), using a mechanism that each time randomly selects five Listings to display. The option does not apply to Listings from the "Erotica" category, and "Live animals" subcategory in the "Home and Garden" category;
5. "Featuring + Bold + Highlight" Package – a Listing is promoted simultaneously on principles specified above in points 1-3. The fee for this package is lower than the aggregate fee for all individual options from the package bought separately.

In the case of Listings posted as part of Allegro Shops service, the fee for this package is the same as the aggregate fee for all individual options.

This Article 3 shall not apply to Listings available in the category: Child > Baby feeding supplies > Baby food > Formulas > Infant formulas.



#### **Article 4. ITEM SERIES**

The Seller may publish the photos of the Items and the corresponding graphic elements or brand/manufacture logos within item series, which are used to present Listings posted on Allegro by a given Seller. It is prohibited to publish within item series any advertisements, promotional ad content, announcements, any content related to the Seller's activity either on or outside Allegro, as well as any contact data.

## **Appendix No. 3**

#### **Appendix No. 3. Policy on technical breaks and compensation for technical failures**

##### **Article 1. TECHNICAL BREAKS**

1. In order to develop Allegro and minimise the risk of failures, Allegro.pl shall make periodical technical breaks to introduce modifications in the IT system. If possible, such breaks shall be made during night hours and Users shall be informed about the time and predicted duration of a break at least with a few hours' notice.

2. The impact of technical breaks on the course of Transactions shall be as follows:

- a. Listings scheduled to end during the break and the technical break is shorter than 12 hours — shall be extended automatically by 24 hours (i.e. their original deadline shall be postponed by 24 hours);
- b. Listings posted upon the start of the break and the technical break is longer than 12 hours — shall be extended automatically by 24 hours.

##### **Article 2. TECHNICAL FAILURES**

1. A technical failure shall mean an event when all or a vast majority of Users, at a given time due to issues related to Allegro IT system, have lost their ability to use the basic functions on Allegro, including but not limited to their ability to log in, browse Listings and buy Items offered in Listings.

2. In the event of a technical failure:

- a. Listings scheduled to end during the period of the technical failure and in the period of 15 minutes after its elimination, when the technical failure lasts shorter than 6 hours — shall be extended by 24 hours;
- b. Listings posted upon the start of the failure and the technical failure lasts longer than 6 hours but shorter than 24 hours — shall be extended by 24 hours;
- c. Listings posted upon the start of the failure and the technical failure lasts longer than 24 hours — shall be extended by a multiple of the period of 24 hours as appropriate, where this multiple

shall be calculated each time from the subsequent commenced period of 24 hours of the failure duration.

Regardless of the duration of a technical failure, if any Listing could not be extended for technical reasons and it ended during the failure, all fees and commissions related to this Listing shall not be charged and those already collected shall be reimbursed within 14 days at the latest from the date of the failure.

### **Article 3. TECHNICAL ERRORS**

A technical error shall mean any technical issue related to the operation of Allegro IT system other than the issue indicated in Article 2 above. Allegro.pl shall take the decision on any compensations and reimbursements each time after eliminating a technical error, taking account of the error type, duration and the scale of its negative consequences.

### **Article 4. INFORMATION**

Information regarding technical breaks, technical failures or technical errors shall be posted in "Help Centre" section under "News".

## **Appendix no. 4**

### **Appendix no. 4 Fees and commissions**

#### **Table of contents**

- Part I. General comments
- Part II. Basic fees for Merchandise listing
- Part III. Sale commissions for Business Accounts
- Part III A. Sale commissions for Standard Accounts
- Part IV. Fees for additional options
- Part IV A. Fees in Allegro Lokalnie
- Part V. Delivery and additional services costs
- Part VI. Settlements
- Part VII. The procedure for granting transaction discount (in connection with commission collected or charged)

#### **Part I. General comments**

1. Allegro.pl charges the following fees and commissions for Transaction organisation services provided as part of Allegro.pl:

a. basic fees for posting a Listing,

b. fees for additional options

c. commissions on the sale of Merchandise

d. fees for the handling of Transactions by Allegro.pl on Allegro Lokalnie in the case of Announcements with "Buy It Now" option and Announcements with Bidding and fees for listing Announcements in the subcategories: "Cars", "Motorcycles and quads", "Machines", "Trailers and semitrailers" and "Other vehicles and boats" in the "Automotive" category on Allegro Lokalnie.

2. Fees referred to in subparagraphs a, b and d of the above paragraph are non-refundable. Exception to this are situations described in Part II, subparagraph 2 of this Appendix.

3. Allegro.pl may charge fees for other services provided in Allegro. The amount of such fees is set individually in the terms and conditions of a given service.

4. All amounts set forth in this Appendix are gross amounts (they include tax on goods and services, i.e. VAT). If the amount of fee or commission is set as a percentage of a given amount (e.g. of the selling price), the gross amount (including VAT) shall be the basis for calculating such fee or commission. Commission amounts are rounded up to full groszys.

5. It is inadmissible for the Seller to charge Transaction costs directly to the Buyer (in particular the fees for posting the Listing, additional options, and fees for making card payments, or sales commissions).

## Part II. Basic fees for Merchandise listing

1. Posting a Listing in Allegro is free in all categories except for those specified in subparagraph 5.

2. If Allegro decides to delete or terminate the Listing before due time on terms described in the User Agreement, the fees listed in subparagraphs 1a and 1b of Part I are refundable less an amount pro rata to the time for which the Listing was posted in Allegro.

3. The basic fee is charged once the Listing is posted, and collected on the general terms described below.

4. If the Listing is posted for more than 10 days, fees for listing a Transaction will be calculated every 10 days, in accordance with the price list presented below, except for the listing categories: "Cars", "Real Estate", "Holiday", "Live animals", "Machines", "Trailers, semitrailers", "Other vehicles and boats", "Motorcycles and quads", "Services".

5. Amount of basic and per pack fees:

### A. List of Listing Categories in which fees per pack are charged for posting a Listing:

"Cars", "Machinery", "Trailers, semitrailers", "Other vehicles and boats" for Standard Account:

Pack name	Duration	Content	Price
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Lite	1 day	-	PLN 4,90
Turbo	10 days	-	PLN 24,90
Nitro	30 days	-	PLN 49,90

"Motorcycles and quads" for Standard Account:

Pack name	Duration	Content	Price
Lite	1 day	-	PLN 1,90
Turbo	10 days	-	PLN 9,90
Nitro	30 days	-	PLN 19,90

"Real property":

Pack name	Duration	Pack content	Listing fee
Basic	10 days	-	PLN 20
Power	50 days	highlight for 10 days + bold for 10 days	PLN 59
Max	90 days	listing feature for 10 days	PLN 99

"Holidays", "Live animals":

Pack name	Duration	Pack content	Listing fee
Basic	10 days	-	PLN 20
Power	50 days	highlight for 10 days + bold for 10 days	PLN 29

Max	90 days	listing feature for 10 days	PLN 39
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"Services":

Pack name	Duration	Listing fee
Basic	10 days	PLN 9

**B. List of Listing Categories in which per pack flat-rate fees are charged for posting a Listing for Business Accounts:**

"Cars", "Real property", "Holidays ", "Live animals":

Pack name	Duration	Listing fee
Basic	10 days	PLN 20
Power	20 days	PLN 40
Max	30 days	PLN 60

"Machinery", "Trailers, semitrailers", "Other vehicles and boats":

Pack name	Duration	Listing fee
Basic	10 days	PLN 25
Power	20 days	PLN 50
Max	30 days	PLN 75

"Motorcycles and quads", "Services":

Pack name	Duration	Listing fee
Basic	10 days	PLN 9
Power	20 days	PLN 18
Max	30 days	PLN 27

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

a. For Standard Accounts:

"Collectibles", "Antiques and Art".

Initial price	Basic fee
up to PLN 100	PLN 0,05 / 10 days
from PLN 100.01 to PLN 500	PLN 0.15 / 10 days
above PLN 500,01 to PLN 1000	PLN 0.60 / 10 days
above PLN 1000	PLN 1.00 / 10 days

"OTC drugs"

Initial price	Basic fee
up to PLN 10	PLN 0,50 / 10 days
from PLN 10.01 to PLN 25	PLN 1.00 / 10 days
above PLN 25.01 to PLN 50	PLN 2.00 / 10 days
above PLN 50	PLN 5.00 / 10 days

b. For Business Accounts:

"Collectibles", "Antiques and Art", "Instruments":

0.1% of the initial price. Not less than PLN 0.05. Up to PLN 2.5.

"OTC drugs"

Initial price	Basic fee
up to PLN 10	PLN 0,50 / 10 days
from PLN 10.01 to PLN 25	PLN 1.00 / 10 days
above PLN 25.01 to PLN 50	PLN 2.00 / 10 days

above PLN 50	PLN 5.00 / 10 days
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"Other categories not listed under A to D":

Initial price	Basic fee
above PLN 10 000	PLN 1.00 / 10 days

**D. List of Categories in which the basic fee depends on the initial price [1] of the Merchandise (applies to all Listings except for those marked with the status parameter "New"):**

"Tyres and rims":

Initial price	Basic fee
up to PLN 100	PLN 0.10 / 10 days
from PLN 100.01 to PLN 500	PLN 0.30 / 10 days
above PLN 500	PLN 0.60 / 10 days

"Car parts", "Parts for machinery and other vehicles", "Motorcycle parts and accessories", "Car accessories" (except for "Car electronics" subcategory):

Initial price	Basic fee
up to PLN 100	PLN 0.10 / 10 days
from PLN 100.01 to PLN 500	PLN 0.30 / 10 days
from PLN 500.01 to PLN 1000	PLN 0.60 / 10 days
above PLN 1000	PLN 1.00 / 10 days

[1] – Initial price = Buy It Now price or, in case of an auction, starting price

**E. The list of Categories in which fees are charged on the terms provided for in separate agreements with Allegro.pl:**

"Tickets".

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-D above.

### Part III. Sale commissions for Business Accounts

1. A sale commission is charged each time upon the conclusion of an agreement within the Transaction.

2. The commission amount depends on the final price and cost of delivery, which Buyer selected.

3. The minimum value of commission charged each time for every item is PLN 0.25.

4. If a multi-item Listing only with the Buy it Now option is deleted or terminated before due time on the terms described in Article 8.2 of the User Agreement, the sale commission is charged on the merchandise Items sold until the Listing is deleted or terminated.

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

Category	Commission rate
Categories of classified ad type (Part II, subparagraph 5 A-B above)	0%
"Antiques and Art" (except for subcategories below)	10%, not more than PLN 90
"Antiques and Art" (all "Other" subcategories)	15%
"Antiques and Art" ("Arts accessories", "Elements and accessories" subcategories)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Products for animals" (except for subcategories below)	11,5%
"Products for animals" (all "Other" subcategories)	15%



"Products for animals" ("Training accessories" subcategory)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Products for animals" ("Fishkeeping" subcategory)	9%
"Products for animals" (subcategories: "Dog food", "Cat food", "Dog treats", "Cat treats")	5%
"Office and advertising" (except for subcategories below)	10%
"Office and advertising" (all "Other" subcategories)	15%
"Office and advertising" (all "Accessories" subcategories and "Office accessories", "Furniture accessories" subcategories)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Office and advertising" (the "Mugs, glasses, beer mugs & steins" subcategory in the "Gadgets" subcategory)	11%
"Office and advertising" ("Office furniture" subcategory)	10%, not more than PLN 100
"Jewellery and watches" (except for subcategories below)	The amount of the commission depends on the final price: up to PLN 200: 12%, over PLN 200: PLN 24 + 8% on the surplus over PLN 200
"Jewellery and watches" (all "Other" subcategories)	15%
"Jewellery and watches" ("Bun accessories", "Jewellery accessories", "Watch accessories" subcategories)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Home and garden" (except for subcategories below)	10%
"Home and garden" (all "Other" subcategories)	15%
"Home and garden" ("Equipment" subcategory except for "Smart home", "Carpets and rugs", "Kitchen tools", "Tableware")	12,5%
"Home and garden" (the "Furniture" subcategory except for the "Gaming chairs" subcategory)	10%, not more than PLN 200

"Home and garden" (the "Pumps and hydrophores" subcategory in the "Garden" category)	10%, not more than PLN 100
"Home and Garden" (subcategory "Footwear" within the subcategory "Tools")	The amount of commission depends on final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Home and garden" ("Clothes" subcategory in the "Tools" subcategory)	The amount of the commission depends on the final price: up to PLN 80: 12%, above PLN 80: PLN 9.60 + 8% on the surplus above PLN 80
"Home and garden" (all "Accessories" subcategories and "Roofing accessories", "Assembly accessories", "Accessories for boilers and furnaces", "Accessories for heaters", "Window accessories", "Masonry accessories", "Painting accessories", "Furniture accessories", "Accessories and fixtures", "Beekeeping accessories", "Sealing accessories", "Water jacket accessories", "Fireplace accessories", "Swimming pool accessories", "Pot accessories", "Accessories for plants", "Lighting accessories and fixtures", "Bathroom accessories", "Non-slip rug underlay accessories", "Bartender accessories", "Confectionery accessories", "Kitchen accessories", "Net curtain accessories", "Roller-blind accessories", "Curtain accessories", "Garment accessories", "Candle accessories", "Bathtub accessories")	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Home and garden" (the "Boilers and furnaces" subcategory in the "Construction and accessories" subcategory)	The amount of the commission depends on the final price: up to PLN 1,000: 12%; between PLN 1000.01 and PLN 2,000: PLN 120 + 4% on the surplus over PLN 1,000; over PLN 2,000: PLN 160 + 2% of the surplus over PLN 2,000
"Home and garden" ("Lighting" subcategory, "Lighting" subcategory in the "Garden" category)	11,5%
"Home and garden" ("Carpets and rugs", Kitchen tools" except for the categories: "Flasks and thermo-mugs" and "Bottles, water bottles and lunchboxes", "Tableware" within "Equipment" subcategory)	11%
"Home and garden" (subcategories: "Vices", "Wrenches", "Hammers, cutters and chisels", "Sheet metal shears", "Adhesive guns", "Foam guns", "Silicon guns", "Painting guns", "Tile cutters", "Measuring instruments",	9.5%, not more than PLN 80

"Welding machines", "Pliers, shears, pincers", "Clamps", "Hoisting winches", "Screwdrivers", "Welders", "Tool organisation and storing", "Tool sets", "Staplers" in the "Tools" subcategory)	
"Home and garden" ("Garden furniture", "Gaming chairs", subcategories, "Protective and work clothing" except for the "Clothes" and "Footwear" subcategories)	9%
"Home and garden" ("Construction and accessories" subcategory except for "Fences and gates", "Windows and sills", "Walls and façades", "Alarms", "Central vacuum cleaners" subcategories, "Compactors", "Solar collectors and photovoltaic panels", "Stoves and boilers" subcategories, the "Hydraulic tools" subcategory in the "Tools" subcategory,)	8%
"Home and garden" (the "Saws" subcategory in the "Gardening tools" category", "Tools" subcategory except for subcategories listed above and below, such subcategories as "Smart home", "Swimming 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")	The amount of commission depends on final price: up to PLN 100: 7% Above PLN 100: 7 PLN + 6% from excess over PLN 100
"Home and garden" (subcategory "Pressure washers" and "Compressors and air compressors" subcategories in the "Tools" category)	6% not more than PLN 70
"Home and garden" (subcategories: "Compactors", "Solar collectors and photovoltaic panels")	8%
"Home and Garden" ("Air conditioners" subcategory)	6%
"Child" (except for subcategories below)	10%
"Child" (all "Other" subcategories)	15%

"Child" (the "Toys" subcategory, excluding the "Building blocks" and "Games" subcategories)	The commission amount depends on the final price: up to PLN 50: 13%, above PLN 50: PLN 6.5 + 8% on the surplus above PLN 50
"Child" ("Towels and cloak towels" subcategory, "Accessories for mums and children", except for the "Baby monitors and breathing monitors" subcategory, "Baby feeding supplies" excluding the "Baby food" subcategory, "Events, parties")	12%
"Child" (all "Accessories" subcategories, "Reflective accessories" subcategory, the "Games" subcategory in the "Toys" category)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Child" ("Clothes" subcategory except for the "Newborn clothes" subcategory)	The amount of the commission depends on the final price: up to PLN 80: 12%, above PLN 80: PLN 9.60 + 8% on the surplus above PLN 80
"Child" (the "Sports" subcategory in the "Footwear" subcategory)	The amount of the commission depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Child" ("Footwear", excluding the "Sports" subcategory, the "Lamps" subcategory in the "Child's bedroom" category)	11%
"Child" ("Furnitures" subcategory)	10%, not more than PLN 200
"Child" (the "Car safety seats" subcategory, excluding the "Accessories" category)	The amount of the commission depends on the final price: up to PLN 300: 10%, over PLN 300: PLN 30 + 4% on the surplus over PLN 300
"Child" ("Garden toys" subcategory)	9%
"Child" (the "Strollers" subcategory, excluding the "Accessories" subcategory)	The amount of the commission depends on the final price: up to PLN 800: 9%, over PLN 800: PLN 72 + 3% on the surplus over PLN 800
"Child" ("Building blocks", "Baby monitors and breathing monitors" subcategory)	6%
"Child" ("Baby food" subcategory)	4%
"Films" (except for subcategories below)	11% with the "New" status parameter, 13% for all Listings except for those with the "New" status parameter
"Films" (all "Other" subcategories)	15%
"Films" ("Accessories" subcategory)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50.

"Photography" (except for subcategories below)	6,5%
"Photography" (all "Other" subcategories)	15%
"Photography" (all subcategories: "Accessories", "Accessories and cleansing agents", "Waterproof accessories", "Archiving accessories" "Darkroom accessories")	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Photography" ("Photographic accessories", except for "Accessories", "Accessories and cleansing agents", "Waterproof accessories", "Archiving accessories" "Darkroom accessories", "Photo booths", "Literature and manuals", "Items for a photo shoot", "Prints" subcategories)	10%
"Photography" ("Digital cameras", "Analogue cameras", "Instant cameras", "Lenses" subcategories)	4%
"Games" (except for subcategories below)	10% with the "New" status parameter, 11% for all Listings except for those with the "New" status parameter
"Games" (all "Other" subcategories)	15%
"Games" (all "Accessories" subcategories and "Chess accessories", "Accessories and magazines", the "Board games" subcategory in the "Party games" category)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50.
"Games" ("Console games", "PC games", "Online MMO games" subcategories)	8%, not less than PLN 2
"Instruments" (except for subcategories below)	8% with the "New" status parameter, 11% for all Listings except for those with the "New" status parameter, not more than PLN 50
"Instruments" (all "Other" subcategories)	15%
"Instruments" (subcategory "Playing course, Notes, Songbook" and all others subcategories and "Part and Accessories")	10%
"Codes and top-ups" (except for subcategories below)	8%, not less than PLN 2
"Codes and top-ups" (all "Other" subcategories)	15%
"Codes and credit top-ups" ("Online payments" subcategory)	8%

"Collectibles" (excluding the subcategories below)	9%, not more than PLN 90
"Collectibles" (all "Other" subcategories)	15%, not more than PLN 90 For all listings except for Auctions starting from PLN 1 with no reserve price in the "Numismatics" category.
"Collectibles" (all "Accessories" subcategories and "Cigarette accessories" subcategory)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50. For all listings except for Auctions starting from PLN 1 with no reserve price in the "Numismatics" category.
"Collectibles" (the "Squeezers and presses" subcategory in the "Winemaking" subcategory)	11%
"Collectibles" (the "Collectible gold coins" subcategory of the "Numismatics" category)	5% not more than PLN 50, Biddings from PLN 1 without any minimum price: 2.5%, but not more than PLN 25
"Collectibles" ("Numismatics" subcategory)	Auctions starting from PLN 1 with no reserve price: 6%, not more than PLN 80
"Computers" (except for subcategories below)	9,5%
"Computers" (all "Other" subcategories)	15%
"Computers" ("Software" subcategory)	The amount of the commission depends on the final price: up to PLN 30: 15%, above PLN 30: PLN 4.5 + 7% on the surplus above PLN 30, not less than PLN 1.5
"Computers" (all "Accessories" subcategories and "Accessories (Laptop, PC)", excluding the "Gaming chairs" subcategory, "Other accessories", "Refurbishment accessories", "CD accessories", "Server accessories", "Network accessories")	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Computers" ("Internet" subcategory)	9%, not less than PLN 1.5
"Computers" (the "Power strips and line filters" subcategory in the "Power strips and UPS" subcategory)	8%
"Computers" ("Network devices" subcategory except for "File servers – NAS",	6,5%

"IP cameras" subcategories, "Power strips and UPS" excluding the "Power strips and line filters" subcategory, "Pointing devices", "Optical disc drives and storage media" subcategories except for "CD accessories" subcategory, "Soundcards", "Power supply units", "Housings", "Microphones and headphones", "Loudspeakers" subcategories	
"Computers" ("RAM memory" subcategory, "Printers and scanners" except for "Parts and accessories", "Papers and films", "Inks", "Toners", "Drum units", "Print ribbons" subcategories, "Discs and memory sticks" subcategory except for "Soundcards", "Power supply units", "Housings", "Cooling and tuning", "Graphics cards" subcategories, "Microcomputers", "Mining rigs", "Servers and accessories", "File servers – NAS", "Computer screens", "VR devices", "Satellite TV tuners", Video cards and recorders", "Webcams", "Videoconference sets", "Tablets" subcategories except for "Accessories", "Service parts" subcategories)	4%
"Computers" ("Graphics card" subcategory)	3%
"Computers" ("Laptops", "Desktops computers" subcategories)	The amount of commission depends on the final price: up to PLN 1,000 it is 2%; from PLN 1000.01 to PLN 2,000 it is PLN 20 + 1.5% of the amount that exceeds PLN 1,000; over PLN 2,000 it is PLN 35 + 1% of the amount that exceeds PLN 2,000
"Consoles and game machines" (except for subcategories below)	6%
"Consoles and game machines" (all "Other" subcategories)	15%
"Consoles and game machines" (all "Accessories" subcategories and "Other accessories")	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Consoles and game machines" ("Scratch cards" subcategory)	8%, not less than PLN 1.5
"Consoles and game machines" ("Consoles" subcategory)	4%

"Books and comic books" (except for subcategories below)	9% with the "New" condition parameter, 15% for all Listings, except for Listings with the "New" condition parameter chosen
"Books and comic books" (all "Other" subcategories)	15%
"Books and comic books" ("Textbooks for primary and secondary schools" subcategory)	5%
"Culture and entertainment" (the "Gadgets" category except for subcategories below)	11% with the "New" status parameter, 13% for all Listings except for those with the "New" status parameter
"Culture and entertainment" ("Other" subcategory in the "Gadgets" subcategory)	15%
" Online courses"	5%
"Automotive" (except for subcategories below)	8%, not more than PLN 80
"Automotive" (all subcategories named "Other")	15%
"Automotive" (subcategory "Footwear" within the subcategory "Tools and workshop equipment")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100 not more than PLN 80
"Automotive" (all "Accessories" subcategories and "Application accessories", "Assembly accessories", "Accessories and software", "Machine accessories")	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50, not more than PLN 80
"Automotive" ("Tools and workshop equipment" subcategory with the exception of the subcategories below, subcategory "Equipment and accessories" within "Tyres and rims" subcategory, subcategory "Motorcycle equipment and accessories", subcategory "Car equipment and accessories" with the exception of the subcategory "Car electronics", "Mats", "Wiper blades", "Covers", "Light bulbs")	9,5%, not more than PLN 80
"Automotive" ("Car parts", "Parts for machinery and other vehicles" subcategories, and "Motorcycle parts" and "Quad parts" within the "Motorcycle parts and equipment" subcategory)	9%, not more than PLN 80



"Automotive" (subcategories "Mats", "Wiper blades", "Covers", "Light bulbs" within the subcategory "Car equipment and accessories", subcategory "Chemicals", except for subcategory "Engine oils")	the commission level depends on the final price: up to PLN 50: 9%, above PLN 50: PLN 4.50 + 8% on the surplus above PLN 50, not more than PLN 80
"Automotive" (subcategory "Car electronics")	the commission level depends on the final price: up to PLN 150: 9%, above PLN 150: PLN 13.50 + 6% on the surplus above PLN 150, not more than PLN 80
"Motors" ("Parts washers", "Heaters and dryers", "Lift columns", "Scissor lifts", "Pneumatic lifts", "Sandblaster cabinets" subcategories within "Tools and workshop equipment" subcategory).	The amount of the commission depends on the final price: up to PLN 100: 7%, over PLN 100: PLN 7 + 6% on the surplus over PLN 100, not more than PLN 80
"Automotive" ("Motor oils" subcategory in "Chemistry" subcategory, "Compressors" in "Compressors and accessories" subcategory, "Pressure washers", "Vacuum cleaners", "Electrical devices" except for "Equipment" subcategory, "Pneumatic devices" subcategory except for "Equipment" subcategory)	6%, not more than PLN 80
"Automotive" ("Tyres and rims" subcategory except for "Equipment and accessories" subcategory)	5%, not more than PLN 80
"Automotive" ("Complete engines", "Complete gearboxes", "Axles", "Differentials" subcategories)	2%, not more than PLN 80
"Automotive" (the "Fuels" subcategory in the "Consumable fluids" subcategory)	2%
"Music" (except for subcategories below)	11% with the "New" status parameter, 13% for all Listings except for those with the "New" status parameter
"Music" (all "Other" subcategories)	15%
"Music" ("Accessories" subcategory)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50.
"Clothes, Footwear, Accessories" (except for the subcategories listed below)	10%
"Clothes, Footwear, Accessories" (all "Other" subcategories)	15%

"Clothes, Footwear, Accessories" (subcategories: "Pregnancy and maternity", "Lingerie", "Men's underwear", "Wedding", "Disguises, costumes, masks", "Haberdashery and accessories", except for the "Handbags" subcategory)	12%
"Clothes, Footwear, Accessories" ("Handbags", "Luggage" subcategories)	The amount of the commission depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 80
"Clothes, footwear, accessories" ("Women's wear", "Men's wear" subcategories)	The amount of the commission depends on the final price: up to PLN 80: 12%, above PLN 80: PLN 9.60 + 8% on the surplus above PLN 80
"Clothes, Footwear, Accessories" (all "Accessories" subcategories and the "Headpieces and accessories" subcategory)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50.
"Clothes, Footwear, Accessories" (subcategory "Footwear" with the exception of the subcategory "Sports shoes" within the subcategories "Women's" and "Men's", subcategory "Wedding shoes" within the subcategory "Wedding")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Clothes, Footwear, Accessories" (subcategory "Sports shoes" within the subcategories "Women's" and "Men's")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Investment products"	5%, not more than PLN 50, Auctions starting from PLN 1 with no reserve price: 2.5%, not more than PLN 25
"Food" (except for subcategories below)	11%
"Food" (all "Other" subcategories)	15%
"Food" (all "Accessories" subcategories, "Accessories" subcategory in the "Coffee" and "Teas and infusions" categories)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50.
"Food" ("Coffee", "Teas and infusions" subcategory)	6%
"Industry" (except for subcategories below)	10%
"Industry" (all "Other" subcategories)	15%
"Industry" ("Parts and accessories" subcategory in the "Industrial construction" subcategory)	12%

"Industry" (all "Accessories" subcategories and "Scaffolding accessories", "Surveying accessories", "Welding accessories", "Bartender accessories", "Kitchen accessories", "Accessories for cash registers and printers", "Fence accessories")	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50.
"Industry" (subcategory "Footwear" within the subcategory "Clothing")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Industry" (the "Concrete mixers" subcategory in the "Industrial construction" subcategory)	8%
"Industry" (the "Compressors and air compressors" subcategory)	7%, not more than PLN 80
"Industry" (subcategories: "Electric mixer arms", "Heaters", "Sandblasters", "Saws", "Electric and small-bore engines", "Plaster grinders", "Concrete vibrators", "Vibration isolation systems", "Drilling rigs", "Floats" in the "Industrial construction" subcategory, "Metalworking" in the "Industrial automation" subcategory)	The amount of the commission depends on the final price: up to PLN 100: 7%, over PLN 100: PLN 7 + 6% on the surplus over PLN 100
"Industry" ("Professional cleaning devices" subcategory, "Industrial construction", excluding subcategories "Concrete mixers", "Styrofoam cutting" "Construction Chemicals", "Materials and Accessories", "Surveying Equipment", "Compressors and air compressors", "Site Plant and Facilities", "Work at Heights", "Electric mixer arms", "Heaters", "Sandblasters", "Saws", "Electric and small-bore engines", "Plaster grinders", "Concrete vibrators", "Vibration isolation systems", "Drilling rigs", "Floats", "Parts and accessories", subcategories "Packaging production machinery", "Printing machinery", "Bookbinding machinery", "Pre-press" in the Printing category, subcategory "Plant and machinery" except for subcategories above and below)	6%
"Industry" – "Commercial dishwashers", "Cookers" subcategories)	3%
"Handmade crafts" (excluding the subcategories below)	15%

"Handmade crafts" (all "Other" subcategories)	15%
"Handmade crafts" (subcategories: "Kitchen accessories", "Embroidery accessories", "Sewing accessories", "Toy accessories")	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50.
"Handmade crafts" (the "Handmade goods" subcategory)	10%
"Consumer electronics and home appliances" (except for subcategories below)	9%
"Consumer electronics and home appliances" (all "Other" subcategories, except for the "Breathalyzers" subcategory)	15%
"Consumer electronics and home appliances" (the "Fans and air circulators" subcategory in the "AC and ventilation systems" subcategory)	12%
"Consumer electronics and home appliances" (all "Accessories" subcategories, the "Accessories for home appliances" subcategory, "Measuring accessories", "Record player accessories", "TV accessories" in Electronics category)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Consumer electronics and home appliances" ("Household cleaning products" subcategory)	10%
"Consumer electronics and home appliances" (the "Breathalyzers" subcategory and the "Camera recorders" subcategory in the "Cameras" category)	The amount of the commission depends on the final price: up to PLN 150: 9%, over PLN 150: PLN 13.50 + 6% on the surplus over PLN 150, not more than PLN 70
"Consumer electronics and home appliances" (the "Power strips" subcategory in the "Electronics" subcategory, "Fan heaters" and "Electric heaters" subcategories in the "For home" subcategory)	8%
"Consumer electronics and home appliances" ("Electronics" subcategory in "Electronics" subcategory)	7%
"Consumer electronics and home appliances" (the "Steamers, washers/cleaners	The amount of the commission depends on the final price: up to PLN 100: 7%, over PLN 100: PLN 7 + 6% on the surplus over PLN 100

and steam mops" subcategory in the For home" subcategory)	
"Consumer electronics and home appliances" ("Portable audio equipment", "Car audio equipment", "Satellite equipment", "Split air conditioners", "Portable air conditioners and air conditioners", "Electric toothbrushes", "Headphones", "TV and video" subcategories, except for "Subscriptions" and "TV Accessories" subcategories)	6%
"Consumer electronics and home appliances" ("Devices" subcategory except for "GPS and accessories", "Cameras" subcategories except for "Accessories", "Camera recorders" "Storage media", "Bags and cases", "Power supply", "Literature and instructions" and "Other" subcategories", "Audio equipment for home" subcategory, "Home appliances – miscellaneous" subcategory except for "Spare parts" subcategory "Camera recorders", "Fan heaters", "Electric heaters", "Steamers, washers/cleaners and steam mops", "AC and ventilation systems", "Electrical toothbrushes")	5%
"Consumer electronics and home appliances" ("Readers" subcategory in "E-readers" subcategory, "Dampers" subcategory)	4%
"Consumer electronics and home appliances" ("Built-in appliances" subcategory, except for "Parts" and "Home Appliances accessories" subcategory, "Freestanding home appliances" subcategory except for "Parts" and "Home Appliances accessories" subcategory)	3,5%
"Consumer electronics and home appliances" (the "Epilators" subcategory)	3%
"Consumer electronics and home appliances" ("Espresso machines", "Food preparation appliances", "Professional steam stations", "Projectors" subcategories)	2,5%

"Consumer electronics and home appliances ("TV Sets" subcategory)	2%
"Sport and tourism" (except for subcategories below)	11%
"Sport and tourism" (all "Other" subcategories)	15%
"Sport and tourism" (all subcategories "Footwear")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Sport and tourism" ("Towels" subcategory in the "Water sports" category the "Quickdrying towels" in the "Hygiene" subcategory and "Gym towels" in the "Workout accessories" subcategory in the "Gym and fitness" category)	12%
"Sport and tourism" (all "Clothes" subcategories)	The amount of the commission depends on the final price: up to PLN 80: 12%, above PLN 80: PLN 9.60 + 8% on the surplus above PLN 80
"Sport and tourism" ("Electronic equipment", "Optics" subcategory)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 6% on the surplus above PLN 50
"Sport and tourism" (all "Accessories" subcategories and "Reflective accessories", "Protective accessories", "PCP accessories", "Accessories and parts", "Pedals and accessories", "Yoga accessories", "Workout accessories", "Referee accessories", "Stainless steel and service accessories", "Ski and snowboard accessories", "Clothing accessories", "Fishing accessories", "Accessories for flashlights and lamps", "Footwear accessories", "Accessories for inflatable boats and boats", "Engine accessories", "Tourist accessories")	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Sport and tourism" ("Inflatable boats and boats" subcategory in the "Tourism" category, "Gym and fitness" subcategory excluding "Clothes", "Footwear", "Supplements and nutrients" subcategories)	The amount of the commission depends on the final price: up to PLN 150: 11%, over PLN 150: PLN 16.50 + 8% on the surplus over PLN 150
"Sport and tourism" ("Winter sports" except for "Clothes" subcategory, "Gym towels" in the "Workout accessories" subcategory)	The amount of commission depends on final price up to PLN 150: 10% Above PLN 150: 15 PLN + 8% from excess over PLN 150
"Sport and tourism" ("Parts" subcategory in the "Bicycles and accessories" category)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50:

	PLN 6 + 7% on the surplus above PLN 50, not more than PLN 80
"Sport and tourism" ("Coolboxes" subcategory in the "Tourism" category)	the commission level depends on the final price: up to PLN 150 – 9%, above PLN 150 – PLN 13.50 + 6% on the surplus above PLN 150, not more than PLN 70
"Sport and tourism" ("Supplements and nutrients" in "Gym and fitness" subcategories – except for all "Clothes" and "Shoes" subcategories)	8%
"Sport and tourism" ("Sports electronics" subcategory)	6%
"Sport and tourism" ("Bicycles" subcategory in "Bicycles and accessories" subcategory except for the 6% 7% not more than PLN 100 "Children's" subcategory as well as categories "Electric scooters", "Electric skateboards" in the "Skating, slackline" subcategory)	7%, not more than PLN 100
"Stage, studio and DJ equipment" (except for subcategories below)	8%
"Stage, studio and DJ equipment" (all "Other" subcategories)	15%
"Stage, studio and DJ equipment" ("DJ CD-players", "DJ record players", "DJ mixers", "Recording devices" subcategories)	6%
"Telephones and accessories" (except for subcategories below)	6%
"Telephones and accessories" (all "Other" subcategories)	15%
"Telephones and accessories" (all "Accessories" subcategories, "GSM Accessories" subcategory)	The commission amount depends on the final price: up to PLN 50, it is 12%, over PLN 50, it is PLN 6 + 8% of the amount that exceeds PLN 50
"Telephones and accessories" ("Smartphones and mobile phones" subcategory)	4,5%
"Beauty" (except for subcategories below)	11%
"Beauty" (all "Other" subcategories)	15%
"Beauty" ("Professional beauty parlour equipment" subcategory)	12%

"Beauty" (all "Accessories" subcategories and "Accessories and tools", "Hairdressing accessories", "Cosmetic accessories")	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Beauty" ("Care" subcategory except for subcategories below)	10%
"Beauty" (subcategory "Suncare", "Face", "Hair" except for subcategories below)	9%
"Beauty" ("Perfumes and eau de toilettes" subcategory)	the commission level depends on the final price: up to PLN 100: 9%, above PLN 100: PLN 9 + 7% on the surplus above PLN 100, not less than PLN 1
"Beauty" ("Appliances" subcategory)	7%
"Beauty" ("Styling appliances" subcategory)	5%
"Beauty" (subcategory "hair remover")	3%
"Housekeeping" (excluding the subcategories below)	11%
"Housekeeping" (all "Other" subcategories)	15%
"Housekeeping" (subcategories: "Cleaning agents", "Household chemicals sets", "Mops", "Ironing boards", "Clothes dryers")	10,5%
"Health" (except for subcategories below)	10%
"Health" ("Erotica" subcategory except for "Erotic lingerie and clothing", "Erotic shoes", "Condoms" subcategories)	16%
"Health" (all "Other" subcategories)	15%
"Health" (subcategory "Erotic footwear", subcategory "Shoes for medical professionals" within the subcategory "Equipment for hospitals and surgeries")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Health" (all "Accessories" subcategories and "Erotic accessories and gadgets", "Laboratory accessories")	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Health" ("Erotic lingerie and clothing" subcategory)	12%
"Health" (subcategories: "Natural medicine", "Intimate health", "Hygienic and dressing	11%



materials", "Vision correction", "Dietary supplements", "Oral hygiene" except for subcategory "Irrigators", "Toothbrushes")	
"Health" ("Condoms" subcategory)	11%, not less than PLN 1
"Health" ("Rehabilitation and orthopedic equipment" subcategory)	10,5%
"Health" ("Dermocosmetics" subcategory)	9%
"Health" ("Specialised medical equipment" subcategory)	8%
"Health" ("Medical devices" subcategory, except for the "Humidifiers, air purifiers" subcategory)	7,5%
"Health" ("Irrigators", "Toothbrushes")	6%
"Health" ("Dampers, air purifiers" subcategory)	4%
"Health" (subcategory "OTC drugs")	0%

### Part III A. Sale commissions for Standard Accounts

1. A sale commission is charged each time upon the conclusion of an agreement within the Transaction.
2. The commission amount depends on the final price and cost of delivery, which Buyer selected.
3. The minimum value of commission charged each time for every item is PLN 0.25.
4. If a multi-item Listing only with the Buy it Now option is deleted or terminated before due time on the terms described in Article 8.2 of the User Agreement, the sale commission is charged on the merchandise Items sold until the Listing is deleted or terminated.
5. Sale commissions are collected on the terms described below:

Category	Commission rate
Categories of classified ad type (Part II, subparagraph 5 A-B above)	0%
"Antiques and Art"	10%, not more than PLN 80
"Products for animals" (except for subcategories below)	11%

"Products for animals" ("Fishkeeping" subcategory)	8%
"Products for animals" (subcategories: "Dog food", "Cat food", "Dog treats", "Cat treats")	5%
"Office and advertising" (except for subcategories below)	10%
"Office and advertising" (the "Mugs, glasses, beer mugs & steins" subcategory in the "Gadgets" subcategory)	11%
"Office and advertising" ("Office furniture" subcategory)	10%, not more than PLN 100
"Jewellery and watches" (except for subcategories below)	10%
"Jewellery and watches" ("Watches" subcategory)	The amount of commission depends on final price up to PLN 200: 10% Above PLN 200: 20 PLN + 8% from excess over PLN 200
"Home and garden" (except for subcategories below)	10%
"Home and garden" ("Decorations and ornaments", "Bed linen and blankets", "Christmas and other special decorations" subcategories in the "Equipment" category)	13%
"Home and garden" ("Equipment" subcategory except for "Smart home", "Carpets and rugs", "Kitchen tools", "Tableware", "Decorations and ornaments", "Bed linen and blankets", "Christmas and other special decorations")	12%
"Home and garden" (the "Boilers and furnaces" subcategory in the "Construction and accessories" subcategory)	The amount of the commission depends on the final price: up to PLN 1,000: 12%; between PLN 1000.01 and PLN 2,000: PLN 120 + 4% on the surplus over PLN 1,000; over PLN 2,000: PLN 160 + 2% of the surplus over PLN 2,000

<p>"Home and Garden" (subcategory "Footwear" within the subcategory "Tools", all "Accessories" subcategories, "Other" and "Roofing accessories", "Other accessories", "Assembly accessories", "Accessories for boilers and furnaces", "Window accessories", "Assembly accessories", "Masonry accessories", "Painting accessories", "Furniture accessories", "Accessories and fixtures", "Beekeeping accessories", "Assembly accessories", "Swimming pool accessories", "Pot accessories", "Accessories for plants", "Lighting accessories and fixtures", "Bathroom accessories", "Non-slip rug underlay accessories", "Bartender accessories", "Kitchen accessories", "Net curtain accessories", "Roller-blind accessories", "Curtain accessories", "Garment accessories")</p>	<p>The amount of commission depends on final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100</p>
<p>"Home and garden" (the "Pumps and hydrophores" subcategory in the "Garden" category)</p>	<p>10%, not more than PLN 100</p>
<p>"Home and garden" ("Lighting" subcategory and "Carpets and rugs", Kitchen tools" except for the categories: "Flasks and thermo-mugs" and "Bottles, water bottles and lunchboxes", "Tableware" within "Equipment" subcategory, the "Lighting" subcategory in the "Garden" category")</p>	<p>11%</p>
<p>"Home and garden" (the "Furniture" subcategory except for the "Gaming chairs" subcategory)</p>	<p>10%, not more than PLN 200</p>
<p>"Home and garden" ("Garden furniture", "Gaming chairs", subcategories, "Vices",</p>	<p>9%</p>

"Wrenches", "Hammers, cutters and chisels", "Sheet metal shears", "Protective and work clothing", "Tool organisation and storage", "Pliers, shears, pincers", "Tool sets", "Staplers" subcategories within "Tools" subcategory)	
"Home and garden" ("Construction and accessories" subcategory except for "Fences and gates", "Windows and sills", "Walls and façades", "Alarms", "Central vacuum cleaners" subcategories, "Compactors", "Solar collectors and photovoltaic panels", "Stoves and boilers" subcategories, the "Hydraulic tools" subcategory in the "Tools" subcategory,)	8%
"Home and garden" (the "Saws" subcategory in the "Gardening tools" category", "Tools" subcategory except for subcategories listed above and below, such subcategories as "Smart home", "Swimming 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")	The amount of commission depends on final price: up to PLN 100: 7% Above PLN 100: 7 PLN + 6% from excess over PLN 100
"Home and garden" (subcategories: "Compactors", "Solar collectors and photovoltaic panels")	6%
"Home and garden" (subcategory "Pressure washers" and "Compressors and air compressors" subcategories in the "Tools" category)	6% not more than PLN 70

"Home and Garden" ("Air conditioners" subcategory)	4%
"Child" (except for subcategories below)	10%
"Child" (the "Toys" subcategory, excluding the "Building blocks" and "Games" subcategories)	The commission amount depends on the final price: up to PLN 50: 13%, above PLN 50: PLN 6.5 + 8% on the surplus above PLN 50
"Child" ("Towels and cloak towels" subcategory, "Accessories for mums and children", except for the "Baby monitors and breathing monitors" subcategory, "Baby feeding supplies" excluding the "Baby food" subcategory, "Events, parties" and "Accessories" subcategories in the "Strollers" category, "Accessories" in the "Car safety seats" category)	12%
"Child" (the "Sports" subcategory in the "Footwear" subcategory)	The amount of the commission depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Child" (the "Car safety seats" subcategory, excluding the "Accessories" category)	The amount of the commission depends on the final price: up to PLN 300: 10%, over PLN 300: PLN 30 + 4% on the surplus over PLN 300
"Child" ("Clothes", "Footwear", excluding the "Sports" subcategory, the "Lamps" subcategory in the "Child's bedroom" category)	11%
"Child" ("Furnitures" subcategory)	10%, not more than PLN 200
"Child" ("Garden toys" subcategory)	9%
"Child" (the "Strollers" subcategory, excluding the "Accessories" subcategory)	The amount of the commission depends on the final price: up to PLN 800: 9%, over PLN 800: PLN 72 + 3% on the surplus over PLN 800
"Child" ("Building blocks", "Baby monitors and breathing monitors" subcategory)	6%
"Child" ("Baby food" subcategory)	4%

"Child" (the "Games" subcategory in the "Toys" category)	the commission level depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Culture and entertainment" (the "Gadgets" category)	10%
"Films"	10%
"Photography" (except for subcategories below)	6%
"Photography" (all subcategories: "Accessories", "Other", "Accessories and cleansing agents", "Waterproof accessories", "Archiving accessories" "Darkroom accessories")	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 6% on the surplus above PLN 50
"Photography" ("Photographic accessories", "Photo booths", "Literature and manuals", "Items for a photo shoot", "Prints" subcategories)	9%
"Photography" ("Digital cameras", "Analogue cameras", "Instant cameras", "Lenses" subcategories)	4%
"Games" (except for subcategories below)	8%
"Games" (the "Board games" subcategory in the "Party games" category)	the commission level depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 8% on the surplus above PLN 50
"Games" ("Console games", "PC games", "Online MMO games" subcategories)	8%, not less than PLN 2
"Instruments" (except for subcategories below)	8% not more than PLN 50
"Instruments" (subcategory "Playing course, Notes, Songbook" and all others subcategories "Others" and "Part and Accessories")	10%

"Codes and top-ups" (except for subcategories below)	8%, not less than PLN 2
"Codes and credit top-ups" ("Online payments" subcategory)	8%
"Collectibles" (excluding the subcategories below)	9%, not more than PLN 80
"Collectibles" (the "Squeezers and presses" subcategory in the "Winemaking" subcategory)	11%
"Collectibles" (the "Investment products" subcategory, the "Collectible gold coins" subcategory of the "Numismatics" category)	5% not more than PLN 50, Biddings from PLN 1 without any minimum price: 2.5%, but not more than PLN 25
"Collectibles" ("Numismatics" subcategory)	Auctions starting from PLN 1 with no reserve price: 6%, not more than PLN 80
"Computers" (except for subcategories below)	9%
"Computers" (all "Accessories" subcategories, "Other" and "Other accessories", "Refurbishment accessories", "CD accessories", "Server accessories", "Network accessories")	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 6% on the surplus above PLN 50
"Computers" ("Internet" subcategory except for "Other" subcategory, "Software" subcategory)	9%, not less than PLN 1.5
"Computers" (the "Power strips and line filters" subcategory in the "Power strips and UPS" subcategory)	8%
"Computers" ("Network devices" subcategory except for "File servers – NAS", "IP cameras" subcategories, "Power strips and UPS" excluding the "Power strips and line filters" subcategory, "Pointing devices", "Optical disc drives and storage media")	6%

subcategories except for "CD accessories" subcategory, "Soundcards", "Power supply units", "Housings", "Microphones and headphones", "Loudspeakers" subcategories	
"Computers" ("RAM memory" subcategory, "Printers and scanners" except for "Parts and accessories", "Papers and films", "Inks", "Toners", "Drum units", "Print ribbons" subcategories, "Discs and memory sticks" subcategory except for "Soundcards", "Power supply units", "Housings", "Cooling and tuning", "Graphics cards" subcategories, "Microcomputers", "Mining rigs", "Servers and accessories", "File servers – NAS", "Computer screens", "VR devices", "Satellite TV tuners", Video cards and recorders", "Webcams", "Videoconference sets", "Tablets" subcategories except for "Accessories", "Service parts" subcategories)	4%
"Computers" ("Graphics card" subcategory)	3%
"Computers" ("Laptops", "Desktops computers" subcategories)	The amount of commission depends on the final price: up to PLN 1,000 it is 2%; from PLN 1000.01 to PLN 2,000 it is PLN 20 + 1.5% of the amount that exceeds PLN 1,000; over PLN 2,000 it is PLN 35 + 1% of the amount that exceeds PLN 2,000
"Consoles and game machines" (except for subcategories below)	6%
"Consoles and game machines" (all "Accessories" subcategories, "Other" and "Other accessories")	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 6% on the surplus above PLN 50
"Consoles and game machines" ("Scratch cards" subcategory)	8%, not less than PLN 1.5
"Consoles and game machines" ("Consoles" subcategory)	4%



"Books and comic books" (except for subcategories below)	9% with the "New" condition parameter, 15% for all Listings, except for Listings with the "New" condition parameter chosen
"Books and comic books" ("Textbooks for primary and secondary schools" subcategory)	5%
"Online courses"	5%
"Automotive" (except for subcategories below)	8%, not more than PLN 70
"Automotive" (subcategory "Footwear" within the subcategory "Tools and workshop equipment")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100 not more than PLN 70
"Automotive" (all subcategories named "Other")	10%
"Automotive" (subcategories "Mats", "Wiper blades", "Covers", "Light bulbs" within the subcategory "Car equipment and accessories", "Car parts", "Parts for machinery and other vehicles", "Motorcycle parts" within the subcategory "Motorcycle parts and equipment")	the commission level depends on the final price: up to PLN 50: 9%, above PLN 50: PLN 4.50 + 8% on the surplus above PLN 50, not more than PLN 70
"Automotive" ("Tools and workshop equipment" subcategory with the exception of the subcategories below, subcategory "Equipment and accessories" within "Tyres and rims" subcategory, subcategory "Car equipment and accessories" with the exception of the subcategory "Car electronics", "Mats", "Wiper blades", "Covers", "Light bulbs")	9%, not more than PLN 70
"Automotive" (subcategories "Rims", "Wheels" within "Tyres and rims" subcategory "Tyres and rims")	5%, not more than PLN 70

"Automotive" (subcategory "Car electronics")	the commission level depends on the final price: up to PLN 150: 9%, above PLN 150: PLN 13.50 + 6% on the surplus above PLN 150, not more than PLN 70
"Automotive" ("Motor oils" subcategory in "Chemistry" subcategory, "Compressors" in "Compressors and accessories" subcategory, "Pressure washers", "Vacuum cleaners", "Electrical devices" except for "Equipment" subcategory, "Pneumatic devices" subcategory except for "Equipment" subcategory, "Parts washers", "Heaters and dryers", "Lift columns", "Scissor lifts", "Sandblaster cabinets" subcategories within "Tools and workshop equipment" subcategory)	6%, not more than PLN 70
"Automotive" ("Tyres and rims" subcategory except for "Equipment and accessories", "Rims", "Wheels (tyres with rims)" subcategory)	4,5%, not more than PLN 70
"Automotive" (the "Fuels" subcategory in the "Consumable fluids" subcategory)	2%
"Automotive" ("Complete engines", "Complete gearboxes", "Axles", "Differentials" subcategories)	2%, not more than PLN 70
"Music"	10%
"Clothes, Footwear, Accessories" (except for the subcategories listed below)	10%
"Clothes, Footwear, Accessories" (subcategory "Footwear" with the exception of the subcategory "Sports shoes" within the subcategories "Women's" and "Men's", subcategory "Wedding	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100

shoes" within the subcategory "Wedding")	
"Clothes, Footwear, Accessories" (subcategory "Sports shoes" within the subcategories "Women's" and "Men's")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Clothes, footwear, accessories" ("Women's wear", "Men's wear" subcategories)	11%
"Food" (except for subcategories below)	11%
"Food" ("Coffee", "Teas and infusions" subcategory)	6%
"Industry" (except for subcategories below)	10%
"Industry" (subcategory "Footwear" within the subcategory "Clothing")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Industry" (the "Concrete mixers" subcategory in the "Industrial construction" subcategory)	8%
"Industry" ("Professional cleaning devices" subcategory, "Industrial construction", excluding subcategories "Concrete mixers", "Styrofoam cutting" "Construction Chemicals", "Materials and Accessories", "Surveying Equipment", "Compressors and air compressors", "Site Plant and Facilities", "Work at Heights", "Other", subcategories "Packaging production machinery", "Printing machinery", "Bookbinding machinery", "Pre-press" in the Printing category, subcategory "Plant and machinery" except for subcategories below)	6%
"Industry" (the "Compressors and air compressors" subcategory)	6%, not more than PLN 70

"Industry" – "Commercial dishwashers", "Cookers" subcategories)	3%
"Handmade crafts"(excluding the subcategories below)	15%
"Handmade crafts" (the "Handmade goods" subcategory)	10%
"Consumer electronics and home appliances" (except for subcategories below)	9%
"Consumer electronics and home appliances" (the "Fans and air circulators" subcategory in the "AC and ventilation systems" subcategory)	12%
"Consumer electronics and home appliances" (all "Accessories" subcategories, "Other", excluding the "Breathalyzers" subcategory, the "Accessories for home appliances" subcategory, "Measuring accessories", "Record player accessories", "TV accessories" in Electronics category)	The amount of the commission depends on the final price: up to PLN 50: 12%, above PLN 50: PLN 6 + 6% on the surplus above PLN 50
"Consumer electronics and home appliances" ("Household cleaning products" subcategory)	10%
"Consumer electronics and home appliances" (the "Breathalyzers" subcategory and the "Camera recorders" subcategory in the "Cameras" category)	The amount of the commission depends on the final price: up to PLN 150: 9%, over PLN 150: PLN 13.50 + 6% on the surplus over PLN 150, not more than PLN 70
"Consumer electronics and home appliances" (the "Power strips" subcategory in the "Electronics" subcategory, except for "Other", "Fan heaters" and "Electric heaters" subcategories in the "For home" subcategory)	8%

"Consumer electronics and home appliances" ("Electronics" subcategory in "Electronics" subcategory)	7%
"Consumer electronics and home appliances" (the "Steamers, washers/cleaners and steam mops" subcategory in the For home" subcategory)	The amount of the commission depends on the final price: up to PLN 100: 7%, over PLN 100: PLN 7 + 6% on the surplus over PLN 100
"Consumer electronics and home appliances" ("Portable audio equipment", "Car audio equipment", "Satellite equipment" subcategory, "Headphones", "TV and video" subcategory except for "Subscriptions" and "TV Accessories" subcategories)	6%
"Consumer electronics and home appliances" ("Devices" subcategory except for "GPS and accessories", "Cameras" subcategories except for "Accessories", "Camera recorders" "Storage media", "Bags and cases", "Power supply", "Literature and instructions" and "Other" subcategories", "Audio equipment for home" subcategory, "Home appliances – miscellaneous" subcategory except for "Spare parts" subcategory "Camera recorders", "Fan heaters", "Electric heaters", "Steamers, washers/cleaners and steam mops", "AC and ventilation systems")	5%
"Consumer electronics and home appliances" ("Readers" subcategory in "E-readers" subcategory, "Dampers", "Split air conditioners", "Portable air conditioners and air conditioners" subcategories)	4%
"Consumer electronics and home appliances" ("Built-in appliances"	2,8%

subcategory, except for "Parts" and "Home Appliances accessories" subcategory, "Freestanding home appliances" subcategory except for "Parts" and "Home Appliances accessories" subcategory)	
"Consumer electronics and home appliances" ("Espresso machines", "Epilators", "Food preparation appliances", "Professional steam stations", "Projectors" subcategories)	2,5%
"Consumer electronics and home appliances ("TV Sets" subcategory)	2%
"Sport and tourism" (except for subcategories below)	10%
"Sport and tourism" (all subcategories "Footwear")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 6% on the surplus over PLN 100
"Sport and tourism" ("Towels" subcategory in the "Water sports" category the "Quickdrying towels" in the "Hygiene" subcategory and "Gym towels" in the "Workout accessories" subcategory in the "Gym and fitness" category)	12%
"Sport and tourism" (all "Clothes" subcategories)	11%
"Sport and tourism" ("Winter sports" except for "Clothes", Gym and fitness" excluding the "Clothes" subcategory "Shoes", "Supplements and nutrients" subcategories and "Gym towels" in the "Workout accessories" subcategory)	The amount of commission depends on final price up to PLN 150: 10% Above PLN 150: 15 PLN + 8% from excess over PLN 150
"Sport and tourism" ("Coolboxes" subcategory in the "Tourism" category)	the commission level depends on the final price: up to PLN 150 – 9%, above PLN 150 – PLN 13.50 + 6% on the surplus above PLN 150, not more than PLN 70

"Sport and tourism" ("Supplements and nutrients" in "Gym and fitness" subcategories – except for all "Clothes" and "Shoes" subcategories)	8%
"Sport and tourism" ("Sports electronics" subcategory)	6%
"Sport and tourism" ("Bicycles" subcategory in "Bicycles and accessories" subcategory except for the 6% 7% not more than PLN 100 "Children's" subcategory as well as categories "Electric scooters", "Electric skateboards" in the "Skating, slackline" subcategory)	7%, not more than PLN 100
"Stage, studio and DJ equipment" (except for subcategories below)	8%
"Stage, studio and DJ equipment" ("DJ CD-players", "DJ record players", "DJ mixers", "Recording devices" subcategories)	6%
"Telephones and accessories" (except for subcategories below)	6%
"Telephones and accessories" (all "Accessories" subcategories, "Other" and "GSM Accessories" subcategory)	The commission amount depends on the final price: up to PLN 50, it is 12%, over PLN 50, it is PLN 6 + 6% of the amount that exceeds PLN 50
"Telephones and accessories" ("Smartphones and mobile phones" subcategory)	4,5%
"Beauty" (except for subcategories below)	11%
"Beauty" ("Manicure and pedicure" subcategory except for "Appliances")	11%
"Beauty" ("Care" subcategory except for subcategories below)	10%

"Beauty" (subcategory "Suncare", "Face", "Hair" except for subcategories below)	9%
"Beauty" (subcategory "hair remover")	2,5%
"Beauty" ("Perfumes and eau de toilettes" subcategory)	the commission level depends on the final price: up to PLN 100 – 9%, above PLN 100 – PLN 9 + 7% on the surplus above PLN 100, not less than PLN 1
"Beauty" ("Appliances" subcategory)	6%
"Beauty" ("Styling appliances" subcategory)	5%
"Housekeeping"	10,5%
"Health" (except for subcategories below)	10%
"Health" ("Erotica" subcategory except for "Erotic lingerie and clothing", "Erotic shoes", "Condoms" subcategories)	16%
"Health" (subcategory "Erotic footwear", subcategory "Shoes for medical professionals" within the subcategory "Equipment for hospitals and surgeries")	the commission level depends on the final price: up to PLN 100: 12%, over PLN 100: PLN 12 + 8% on the surplus over PLN 100
"Health" (all "Other" subcategories)	12%
"Health" (subcategory "Erotic lingerie and clothing", "Vision correction", "Dietary supplements", "Oral hygiene" except for subcategory "Irrigators", "Toothbrushes")	11%
"Health" ("Condoms" subcategory)	11%, not less than PLN 1
"Health" ("Dermocosmetics" subcategory)	9%



"Health" ("Specialised medical equipment", "Medical devices" subcategories except for "Dampers, air purifiers" subcategory)	the commission level depends on the final price: up to PLN 500 – 7%, above PLN 500 – PLN 35 + 5% on the surplus above PLN 500
"Health" ("Irrigators", "Toothbrushes")	5%
"Health" ("Dampers, air purifiers" subcategory)	4%
"Health" (subcategory "OTC drugs")	0%

## Part IV. Fees for additional options

1. The User may choose additional options to define a special way the page featuring the Listing is presented and promoted in Allegro.
2. The fee for each additional option is charged once the Listing is posted and if a given option is selected later – once it is applied.
3. Fees for additional options are collected on the general terms described in subparagraph A below.
4. If the Listing is deleted or terminated before due time on terms described in the Article 8.2. of the User Agreement, the fees for additional options are refundable less an amount pro rata to the time for which the Listing was posted in Allegro.
5. Fees for additional options will be charged on a cyclical basis, in accordance with the price list presented below – not applicable to classified ads.
6. The fee for an additional option in form of coin highlight, which amounts to PLN 1.23 for each Coin, is charged each time the reserved price is reached, or the Buy it Now option is used by the Buyer.
7. Additional services: packing a product as a gift, changing the direction of door opening, bringing into the house, assembling, setting up and preparing for work are exempted from listing fees and commission on sales.
8. For listings with additional options:

In the case of Standard Accounts, for "Listing feature", "Flexible Listing feature" and "Listing feature + Bold + Highlight" pack, an additional commission shall be charged in the amount of 0.6 of the commission value that is applicable in each category.

In the case of a Business Account, for "Listing feature" and "Listing feature + Bold + Highlight" pack, an additional commission shall be charged in the amount of 0.6 of the commission value that is applicable in each category, excluding the "Electronics", "Home and Garden", "Fashion" and "Sport and Tourism" categories, in which an additional commission amounting to 0.75 of the value of the applicable commission in a given category shall be charged.

9. For providing the 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>
Basic Subscription	PLN 39
Professional Subscription	PLN 199
Expertl Subscription	PLN 3000

Subscription charged for each commenced 30 days

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

Fees for additional options amount to:

<b>Option</b>	<b>Fee</b>
Listing feature [1]	PLN 19 / 10 days
Flexible Listing feature [1]	PLN 2,50 [2] PLN 2,90 [3] / 1 day
Listing feature + Bold + Highlight pack [1]	PLN 2,90 / 1 day for Standard Accounts PLN 3,90 / 1 day for Business Accounts
Department page	PLN 29 / 10 days

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 "Listing feature" option cost – PLN 5.90 / 10 days

[1] – except for subparagraphs 6 and 8 above

[2] - fee is valid till January 31, 2021

[3] - fee is valid from February 1, 2021

Option	Fee
Reserved price	10% of the reserved price, not more than PLN 100

**B. Additional options for listing categories specified in subparagraph 5 A, part II**

Standard accounts:

a. Listing feature subject to subcategory: Cars; Motorcycles and quads; Machinery; Trailers, semitrailers; Other vehicles and boats; within the „Automotive“ category:

Feature period	Total fee
5 days	PLN 29
10 days	PLN 39
50 days	PLN 169
80 days	PLN 199

b. Listing feature in subcategory: Cars; Motorcycles and quads; Machinery; Trailers, semitrailers; Other vehicles and boats; within the „Automotive“ category:

Promoting period	Total fee
1 day	PLN 4,90
10 days	PLN 39,90
30 days	PLN 59,90

c. promoting on the section page subject to subcategory: Cars; Motorcycles and quads; Machinery; Trailers, semitrailers; Other vehicles and boats; within the „Automotive“ category:

Promoting period	Total fee
5 days	PLN 33
10 days	PLN 49
50 days	PLN 199

90 days	PLN 269
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d. Promoting on the section page in subcategory: Cars; Motorcycles and quads; Machinery; Trailers, semitrailers; Other vehicles and boats; within the „Automotive“ category:

Promoting period	Total fee
1 day	PLN 9,90
10 days	PLN 49,90
30 days	PLN 99,90

Business Accounts:

a. Listing feature

Feature period	Total fee
10 days	PLN 39
20 days	PLN 78
30 days	PLN 117

b. promoting on the section page

Promoting period	Total fee
10 days	PLN 49
20 days	PLN 98
30 days	PLN 147

## Part IV A. Fees in Allegro Lokalnie

1. Where a sales contract is concluded via the Announcement with “Buy It Now” option or via the Announcement with Bidding Allegro.pl shall charge a fee for Transaction services. The fee shall be charged to the Seller and it shall amount to 4.9% of the price of the Item sold for Listings posted in the “Electronics” category and 7.9% of the Item price for the remaining Listings.

2. The Fee shall be charged the moment the Transaction is made within the meaning of Appendix no. 13 "Allegro Lokalnie". The conclusion of the Transaction shall be confirmed in an email sent by Allegro.pl.

3. Where the Seller as part of Allegro Lokalnie decides to donate the entire price earned on the Item sold to a Fundraiser or Cause using the Allegro Lokalnie feature, Allegro shall withdraw from charging the fee referred to Article 1 above. However, if in Allegro Lokalnie, the Seller donates only a portion of the price for the sold Item to a Fundraiser using the Allegro Lokalnie functionality, Allegro shall not charge the fee referred to in Article 1 above only for the portion of the price donated to the Fundraiser — for the remaining portion of the price the fee shall be charged in accordance with Article 1 above.

4. The fee for promoting Announcements using the promoted listing feature shall amount to:

a) In the case of featuring listings only on Allegro Lokalnie: for Announcements and Announcements with "Buy It Now" option for the period of 10 days: PLN 4.99; for Announcements with Bidding for the period of 7 days: PLN 3.49;

b) In the case of featuring listings visible in both Allegro and Allegro Lokalnie: for Announcements with "Buy It Now" option for the period of 10 days: PLN 19.00; for Announcements with Bidding for the period of 7 days: PLN 13.30;

c) In the case of Announcements without the "Buy It Now" option listed in the subcategories: "Cars", "Motorcycles and quads", "Machines", "Trailers and semi-trailers" and "Other vehicles and boats" in the "Automotive" category: PLN 4.90 for Announcements in the "Lite" option – for one day; PLN 39.90 for Announcements in the "Turbo" option – for the period of 10 days, where the pack price includes the "Listing feature" option; PLN 59.90 for Announcements in the "Nitro" option – for the period of 30 days.

5. Fees for listing Announcements in the subcategories: "Cars", "Machines", "Trailers and semi-trailers" and "Other vehicles and boats" in the "Automotive" category:

a) PLN 4.90 for Announcements in the "Lite" option;

b) PLN 24.90 for Announcements in the "Turbo" option;

c) PLN 49.90 for Announcements in the "Nitro" option;

and in the case of the "Motorcycles and quads" subcategory:

"Lite" – 1 day – PLN 1.90

"Turbo" – 10 days – PLN 9.90

"Nitro" – 30 days – PLN 19.90

## Part V. Delivery and additional services costs

### 1. Allegro - Delivery Service – InPost – Fees for Services and Additional Services

a. The Delivery Service referred to in Appendix No. 16 to the User Agreement, which is provided by a Service Provider InPost Sp. z o.o., which provides the Services as part of the following delivery method:

- Allegro Parcel lockers InPost,

available only as part of the Allegro Smart! Service

The fee for Sellers for the aforementioned Service shall be:

Service	CODE	Gross fee
Allegro Parcel lockers InPost	INP_P1_PACZKOMATY	PLN 0.99 – for orders below the gross value of PLN 100 PLN 1.99 – for orders from the gross value of PLN 100

b. All Additional Services strictly relating to the Items' delivery under the Allegro Smart! Service are paid by the Seller as per the table below.

Additional services and fees

Additional Service	CODE	Gross fee
Additional cover for the parcel for up to PLN 5,000		included in the service price
Additional cover for the parcel for up to PLN 10,000	INP_U1_010000	PLN 1.50
Additional cover for the parcel for up to PLN 20,000	INP_U2_020000	PLN 1.70
Check of parcel weight and dimensions	INP_N1_WER_WYM	PLN 12.30
Parcel treated as an oversized parcel	INP_N2_JAK_GABARYT	PLN 18.45

Surcharge for parcel check after change of dimensions	INP_N3_WER_GABARYT	PLN 3.68
Oversized parcel larger than 50x50x80 cm or heavier than 30 kg	INP_N4_GABARYT	PLN 246.00
Fee for the first <b>event</b> related to handling of a Onerous Parcel as a result of prohibited contents of the parcel or faulty packaging	INP_N5_PRZES_UCIAZLIWA_1	PLN 121.77
Fee for each subsequent <b>event</b> related to handling of a Onerous Parcel as a result of prohibited contents of the parcel or faulty packaging	INP_N6_PRZES_UCIAZLIWA	PLN 1,228.77

c. The fees for the Services and Additional Services will be charged to the Seller's account in the month in which they were provided or in the following months after the provision of these services, depending on the date when Allegro.pl becomes aware of the basis for charging these fees.

## 2. Allegro – Delivery Service – DPD – Fees for Services and Additional Services

a. The Delivery Service, as referred to in Appendix 16 to the User Agreement, which is provided the Service Provider DPD Polska Sp. z o.o who provides the Services as part of the following delivery methods:

- Allegro DPD Courier service
- Allegro DPD Courier Service Cash on Delivery

b. The fee for the Service provided based on the Delivery Service is:

Service	CODE	Gross fee
Allegro DPD Courier service(package weighing to 31,5kg real or dimensional weight, the longest side max	DPD_P1_KURIER	PLN 11.99

175 cm, sum of width, length and height max 300cm)		
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c. All Additional Services strictly relating to the Service referred to in item b. above are paid by the Seller as per the table below:

<b>Additional Service</b>	<b>CODE</b>	<b>Gross fee</b>
Cash on delivery (maximum cash on delivery amount PLN 15 000)	DPD_P2_KURIER_POBRANIE	PLN 4.00 (under the Allegro Smart! Service - included in the Service price)
Collection order (applicable to a one-off order for collection of 3 or fewer packages)	DPD_N1_PODJAZD	Included in the Service price
Additional cover for the parcel for up to PLN 1,000	DPD_U1_001000	Included in the Service price
Additional cover for the parcel for up to PLN 2,000	DPD_U2_002000	PLN 0.50
Additional cover for the parcel for up to PLN 3,000	DPD_U3_003000	PLN 0.80
Additional cover for the parcel for up to PLN 4,000	DPD_U4_004000	PLN 1.60
Additional cover for the parcel for up to PLN 5,000	DPD_U5_005000	PLN 2.45
Additional cover for the parcel for up to PLN 10,000	DPD_U6_010000	PLN 6.75
Additional cover for the parcel for up to PLN 20,000	DPD_U7_020000	PLN 9.50
Additional cover for the parcel for up to PLN 50,000	DPD_U8_050000	0.1% of the declared value
Additional cover for the parcel above PLN 50,000	DPD_U9_050000_PLUS	0.2% of the declared value



Non-standard package/pallet	DPD_N2_PRZES_NSTAND	PLN 12.00
Unsuccessful pick-up (ordering a courier service and failing to release package)	DPD_N3_PUSTY_PODJAZD	PLN 12.30
SMS Predict	DPD_N4_SMS_PREDICT	PLN 0.40
Package surcharge weighing from 31.5kg to 40kg (real or dimensional weight)	DPD_N22_NAD_31_5_40	PLN 30.99
Package surcharge weighing from 40kg to 50kg (real or dimensional weight)	DPD_N23_NAD_40_50	PLN 41.49
Package surcharge weighing from 50kg to 100kg (the weight is determined on the basis of dimensional weight)	DPD_N24_NAD_50_100	PLN 144.99
Package/ pallet surcharge weighing from 100kg to 200kg (the weight is determined on the basis of dimensional weight)	DPD_N24_NAD_100_200	PLN PLN 144.99
Package/ pallet surcharge weighing from 200kg to 300kg (the weight is determined on the basis of dimensional weight)	DPD_N25_NAD_200_300	PLN 144.99
Package/ pallet surcharge weighing from 300kg to 500kg (the weight is determined on the basis of dimensional weight)	DPD_N26_NAD_300_500	PLN 194.99
Package/ pallet surcharge weighing from 500kg to 700kg (the weight is determined on the basis of dimensional weight)	DPD_N27_NAD_500_700	PLN 214.99
Surcharge on an industrial pallet	DPD_N5_PALETA_DOPLATA	PLN 56.58
Redirecting a parcel	DPD_N6_PRZEKIEROWANIE	PLN 11,99
Parcel return	DPD_N7_ZWROT	PLN 11,99
ANOTHER DELIVERY ATTEMPT (third and subsequent delivery attempts)	DPD_N21_DOR_KOLEJNE	PLN 12,30
DPD 9:30 (delivery by 9:30am)	DPD_N8_DOR_GWR_9	PLN 40,59
DPD 12:00 (delivery by noon)	DPD_N9_DOR_GWR_12	PLN 22.14

DPD at a specific time (delivery at a specific time)	DPD_N10_DOR_GWR_GODZ	PLN 36.90
DPD Next Day	DPD_N11_DOR_GWR_NEXT_D	PLN 4.92
DPD Next Day package weighing more than 31.5kg	DPD_N12_DOR_GWR_NEXT_D_GAB	PLN 30.75
SATURDAY (collection or delivery on Saturday)	DPD_N13_NAD_DOR_SO	PLN 18.45
SUNDAYS AND HOLIDAYS (collection or delivery on Sundays or holidays)	DPD_N14_NAD_DOR_ND_SW	PLN 36.90
PERSONAL DELIVERY	DPD_N15_DOR_DRW	PLN 12.30
WRONG PHONE NUMBER	DPD_N16_BLAD_TEL	PLN 1.48
INCORRECT ADDRESS DETAILS	DPD_N17_BLAD_ADR	PLN 1.48
LATE DELIVERY BETWEEN 5 PM AND 9 PM	DPD_N20_DOR_WIECZOR	PLN 6.15
SURCHARGE FOR DELIVERY IN ZONE 2, PER PACKAGE WEIGHING MORE THAN 31.5 kg/PALLET*	DPD_N28_DOR_GAB_S2	PLN 10.99
SURCHARGE FOR DELIVERY IN ZONE 3, PER EACH PACKAGE WEIGHING MORE THAN 31.5KG/PALLET	DPD_N18_DOR_GAB_S3	PLN 24,99
REPACKING	DPD_N19_PRZEPAKOWANIE	PLN 12.30
Parcel charged at lengthbased dimensional weight	DPD_N28_DLUZYCA	+100 kg of weight per each started metre exceeding 250 cm
RETURN DOCUMENTS	DPD_N29_DOR_POD	PLN 5.00
PACKAGE SHIPPING/DELIVERY CONFIRMATION (electronic/on demand)	DPD_N30_EPOD	PLN 1.23
PACKAGE SHIPPING/DELIVERY CONFIRMATION (paper/on demand)	DPD_N31_POD_Normal	PLN 4.92

PICKUP ORDER VIA DPD CONTACT CENTRE (TELEPHONE OR EMAIL)	DPD_N32_NAD_CEXORDER	PLN 4.50
C.O.D. LISTING BY EMAIL (STANDARD)	DPD_N33_POBRANIE_WYKAZ	PLN 1.23
C.O.D. LISTING BY EMAIL(additional statement/on demand)	DPD_N34_POBRANIE_WYKAZCOD	PLN 3.69

\*surcharge for delivery to zones 2 and 3 applies only to packages above 31.5 kg and pallets. The zone tables are available at [www.dpd.com.pl](http://www.dpd.com.pl)

d. A fee for the Sellers for the Service provided within the Allegro Smart! Service as part of the following delivery methods:

- Allegro DPD Courier service
- Allegro DPD Courier Service Cash on Delivery

Service	CODE	Gross fee
Allegro DPD Courier service (within the Allegro Smart! Service package weighing to 31,5kg real or dimensional weight, the longest side max 175 cm, sum of width, length and height max 300cm)	DPD_P1_KURIER	PLN 3.99

e. In the cases when the value corresponding to the dimensional weight of the package, calculated as follows: width in cm x length in cm x height in cm / 6000, exceeds the value corresponding to the actual weight of the package, the price for the Service will be determined on the basis of the dimensional weight of the package.

f. The fees for the Services and Additional Services will be charged to the Seller's account in the month in which they were provided or in the following months after the provision of these services, depending on the date when Allegro.pl becomes aware of the basis for charging these fees.

### 3. Allegro – Delivery Service – Poczta Polska postal services – Fees for Services and Additional Services

a. The Delivery Service, as referred to in Appendix 16 to the User Agreement, which is provided with the Service Provider: Poczta Polska SA, which provides the Services as part of the following delivery methods:

- Allegro Pocztex 48 courier

- Allegro Pocztex 48 courier Cash on Delivery
- Allegro Post Office, Żabka, Orlen, Ruch Pickup Locations/Parcel Lockers
- Allegro Post Office Cash on Delivery Pickup Locations/Parcel Lockers
- Allegro registered mail

b. The fees for the Services provided based on the Delivery Service are as follows:

Service	CODE	Gross fee
(i) Allegro Pocztex 48 courier (maximum package parameters: max. weight 30 kg; max. total of all dimensions: length+width+height up to 250 cm; the longest side max. 150 cm)	PP_P1_KURIER_48 (for the first package in the shipment) PP_P6_KURIER_48_POD (for subsequent packages in the shipment)	PLN 10,99
(ii) Allegro Pocztex 48 courier Cash on Delivery (maximum package parameters: max. weight 30 kg; max. total of all dimensions: length+width+height up to 250 cm; the longest side max. 150 cm)	PP_P2_KURIER_48_POBRANIE (for the first package in the shipment) PP_P7_KURIER_48_POBRANIE_POD (for subsequent packages in the shipment)	PLN 14,99
(iii) Allegro Post Office, Żabka, Orlen, Ruch Pickup Locations/Parcel Lockers (maximum package parameters: max. weight 20 kg; max. dimensions 70 x 60 x 60cm)	PP_P3_PUNKTY	PLN 9,49
(iv) Allegro Post Office Cash on Delivery Pickup Locations/Parcel Lockers (maximum package parameters: max. weight 20 kg; max. dimensions 70 x 60 x 60cm)	PP_P4_PUNKTY_POBRANIE	PLN 12,99
(v) Allegro registered mail (maximum package parameters: max. weight 1 kg; max. total of all dimensions: width+height+length up to 70	PP_P5_PRZESYLKA_POLECONA	PLN 6,49

cm; the longest side max. 50 cm; the shortest side max. 6 cm)		
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c. The Additional Service related to the Allegro registered mail Service referred to in item b(v) above are paid for by the Seller as per the table below:

<b>Additional Service</b>	<b>CODE</b>	<b>Gross fee</b>
Collection confirmation	PP_N6_POTWIERDZENIE	PLN 2,60
Registered Parcel return (due to the inability to deliver it)	PP_N7_ZWROTPOLECONA	PLN 6.49

d. Any Additional Services related to the Service:

- Allegro Pocztex 48 courier
- Allegro Pocztex 48 courier Cash on Delivery
- Allegro Post Office, Żabka, Orlen, Ruch Pickup Locations/Parcel Lockers
- Allegro Post Office Cash on Delivery Pickup Locations/Parcel Lockers

referred to in item b.(i), (ii), (iii) and (iv) above are paid by the Seller as per the table below:

<b>Additional Service</b>	<b>CODE</b>	<b>Gross fee</b>
Additional cover for the parcel for up to PLN 1,000	PP_U1_001000	included in the Service price
Additional cover for the parcel for up to PLN 5,000	PP_U2_005000	PLN 0,90
Additional cover for the parcel for up to PLN 10,000	PP_U3_010000	PLN 1,95
Additional cover for the parcel for up to PLN 20,000	PP_U4_020000	PLN 2,70
Additional cover for the parcel for up to PLN 50,000	PP_U5_050000	PLN 3,75

Additional cover for the parcel for up to PLN 250,000	PP_U6_250000	0.2% of the declared value
Handle with care	PP_N3_OSTROZNIE	PLN 6,00
Content check (an Additional Service to be used only with the Service with Cash on Delivery)	PP_N1_SPR_ZAWAR	PLN 6,15
Declaration of value over PLN 100	PP_N2_DEKL_WART	PLN 0.07 for each started PLN 10 of the declared value, not less than PLN 1.23. Max. declared value: PLN 70,000
Parcel return (due to the inability to deliver it)	PP_N5_ZWROT	PLN 10,99*
Non-standard parcel	PP_N4_PRZES_NSTAND	PLN 23.98 per parcel if the Seller's non-standard parcel rate is not higher than 15% of all Seller's parcels shipped in a particular month or PLN 59.95 per parcel if the Seller's non-standard parcel rate is higher than 15% of all Seller's parcels shipped in a particular month. The surcharge will be charged in this case on each non-standard parcel shipped in a particular calendar month.

\*if a returned parcel is a non-standard parcel or has the 'Handle with care' label, the fees for these Additional Services (Non-standard parcel, Handle with care) will also be added to the parcel return fee.

e. A fee for the Sellers for the Service provided within the Allegro Smart! Service:

Service	CODE	Gross fee
Allegro Pocztex 48 courier (within the Allegro Smart! Service); (maximum package parameters: max. weight 30 kg; max. total of all dimensions: length+width+height up to 250 cm; the longest side max. 150 cm)	PP_P1_KURIER_48 (for the first package in the shipment) PP_P6_KURIER_48_POD (for the subsequent package in the shipment)	PLN 3.99

Allegro Pocztex 48 courier Cash on Delivery (within the Allegro Smart! Service); (maximum package parameters: max. weight 30 kg; max. total of all dimensions: length+width+height up to 250 cm; the longest side max. 150 cm)	PP_P1_KURIER_48_POBRANIE (for the first package in the shipment) PP_P6_KURIER_48_POBRANIE_POD (for the subsequent package in the shipment)	PLN 3.99
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f. Any Additional Services related to the Services

- Allegro Pocztex 48 courier
- Allegro Pocztex 48 courier Cash on Delivery
- Allegro Post Office, Żabka, Orlen, Ruch Pickup Locations/Parcel Lockers
- Allegro Post Office Cash on Delivery Pickup Locations/Parcel Lockers

provided under the Allegro Smart! Service are paid by the Seller as per the table below

<b>Additional Service</b>	<b>CODE</b>	<b>Gross fee</b>
Additional cover for the parcel for up to PLN 1,000	PP_U1_001000	included in the Service price
Additional cover for the parcel for up to PLN 5,000	PP_U2_005000	PLN 0,90
Additional cover for the parcel for up to PLN 10,000	PP_U3_010000	PLN 1,95
Additional cover for the parcel for up to PLN 20,000	PP_U4_020000	PLN 2,70
Additional cover for the parcel for up to PLN 50,000	PP_U5_050000	PLN 3,75
Additional cover for the parcel for up to PLN 250,000	PP_U6_250000	0.2% of the declared value
Handle with care	PP_N3_OSTROZNIE	PLN 6,00
Declaration of value over PLN 100	PP_N2_DEKL_WART	PLN 0.07 for each started PLN 10 of the declared value, not less than PLN 1.23. Max. declared value: PLN 70,000

Parcel return (due to the inability to deliver it)	PP_N5_ZWROT	PLN 10,99*
Non-standard parcel	PP_N4_PRZES_NSTAND	PLN 23.98 per parcel if the Seller's non-standard parcel rate is not higher than 15% of all Seller's parcels shipped in a particular month or PLN 59.95 per parcel if the Seller's non-standard parcel rate is higher than 15% of all Seller's parcels shipped in a particular month. The surcharge will be charged in this case on each non-standard parcel shipped in a particular calendar month.

\*if a returned parcel is a non-standard parcel at the stage of delivery to the Buyer or was covered by an Additional Service: declared value above PLN 100 or 'Handle with care', the fees for these Additional Services (Nonstandard parcel, declared value above PLN 100, Handle with care) will also be added to the package return fee.

g. The fees for the Services and Additional Services will be charged to the Seller's account in the month in which they were provided or in the following months after the provision of these services, depending on the date when Allegro.pl becomes aware of the basis for charging these fees.

#### 4. Allegro - Delivery Service – UPS – Fees for Services and Additional Services

a. The Delivery Service, as referred to in Appendix 16 to the User Agreement, which is provided of Service Provider UPS Polska sp z o.o., who provides the Services as part of the following delivery method:

- Allegro UPS Courier Service (up to 10 kg)

b. The fees for Sellers for the Services provided based on: the Delivery Service and the Services provided as part of Allegro Smart! Service are as follows:

Service	CODE	Gross fee as part of the Delivery Service	Gross fee as part of the Allegro Smart!Service
Allegro UPS Courier service (up to 10 kg) (package weighing up to 5 kg real or dimensional weight,	UPS_P1_KURIER_STANDARD	PLN 10.99	PLN 3.99



the longest side max 100 cm, the second longest side max 76 cm, the sum of length and circumference (i.e. 2x height + 2x width) max 300 cm)			
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c. All Additional Services strictly relating to the Service referred to in item b. above are paid by the Seller as per the table below:

<b>Additional Service</b>	<b>CODE</b>	<b>Gross fee as part of the Delivery Service</b>	<b>Gross fee as part of the Allegro Smart!Service</b>
Surcharge for a package weighing from 5.01 to 10 kg (real or dimensional weight)	UPS_N25_DOPLA TA510	PLN 2.00	included in the Service price
Surcharge for a package weighing from 10.01 to 30 kg (real or dimensional weight)	UPS_N1_DOPLAT A1030	PLN 9.00	PLN 9.00
Surcharge for a package weighing from 30 to 70 kg (real or dimensional weight)	UPS_N2_DOPLAT A3070	PLN 59.00	PLN 59.00
Return to the Seller of a package weighing up to 5 kg real or dimensional weight, with the following max dimensions: the longest side max 100 cm, the second longest side max 76 cm, the sum of length and circumference (i.e. 2x height + 2x width) max 300 cm)	UPS_N3_ZWROT 5	PLN 10.99	PLN 10.99
Return to the Seller of a package weighing from 5.01 to 10 kg real or dimensional weight, with the following max dimensions: the longest side max 100 cm, the second longest side max 76 cm, the sum of length and circumference (i.e. 2x height + 2x width) max 300 cm)	UPS_N4_ZWROT 510	PLN 12.99	PLN 12.99

Return to the Seller of a package weighing from 10 to 30 kg real or dimensional weight, with the following max dimensions: the longest side max 100 cm, the second longest side max 76 cm, the sum of length and circumference (i.e. 2x height + 2x width) max 300 cm)	UPS_N5_ZWROT 1030	PLN 19.99	PLN 19.99
Return to the Seller of a package (weighing from 30 to 70 kg real or dimensional weight)	UPS_N6_ZWROT 3070	PLN 69.99	PLN 69.99
Delivery on Saturday	UPS_N7_DOR_SO BOTA	PLN 14.76	PLN 14.76
On-Call Pickup: by phone or online (if the Seller does not have a Standing On-Call Pickup agreed with UPS)	UPS_N8_ODBIOR ADHOC	PLN 4.92	PLN 4.92
Standing On-Call Pickup (as agreed with and approved by UPS)	UPS_N9_ODBIOR _STALY	included in the Service price	included in the Service price
Additional handling of non-standard parcels (as defined by UPS, e.g. a package shaped as a drum, barrel or tire, a package with the longest side >100 cm or the other side >76 cm, or weighting over 32 kg)	UPS_N10_NIESTA NDARD_DOPLAT A	PLN 18.45	PLN 18.45
Print Return Label	UPS_N11_LABELP RINT_DOPLATA	included in the Service price	included in the Service price
Fuel Surcharge	UPS_N12_FUEL_D OPLATA	included in the Service price	included in the Service price
Residential Delivery (to a private address)	UPS_N13_ADRES PRIV_DOPLATA	included in the Service price	included in the Service price
Indicated Address Delivery	UPS_N14_POINT ADRESS_DOPLAT A	included in the Service price	included in the Service price

Declared parcel value up to PLN 2,000	UPS_U1_2000	included in the Service price	included in the Service price
Declared parcel value from PLN 2,000.01 to PLN 50,000	UPS_U2_50000	PLN 4.92	PLN 4.92
Declared parcel value from PLN 50,000.01 to PLN 100,000	UPS_U3_100000	0.10% of the declared parcel value	0.10% of the declared parcel value
Declared parcel value of over PLN 100,000	UPS_U4_POW100000	0.20% of the declared parcel value	0.20% of the declared parcel value
Large Package Surcharge (the description of the Large Package Surcharge can be found in section f. below the Additional Services table and UPS Terms and Conditions)	UPS_N15_BIGPARCEL_DOPLATA	PLN 104.55	PLN 104.55
Peak Surcharge	UPS_N17_PEAK_DOPLATA	PLN 0.00	PLN 0.00
Adult Signature Required	UPS_N18_PODPIS_DOPLATA	PLN 15.87	PLN 15.87
Delivery Note (letter/fax)	UPS_N19_PODFAX_DOPLAT	PLN 7.38	PLN 7.38
Return of Documents (paper version)	UPS_N20_PODSTANDARD	PLN 17.22	PLN 17.22
UPS carbon neutral	UPS_N21_CARBON	PLN 0.55	PLN 0.55
Over Maximum Limits (as per UPS Terms and Conditions) (the description of the surcharge for the package can be found in section g. below the Additional Services table and UPS Terms and Conditions)	UPS_N22_POWLIMIT_DOPLATA	PLN 559.47	PLN 559.47
Manual Waybill Fee	UPS_N23_WAYBILL_STANDARD	PLN 7.38	PLN 7.38
Address Verification	UPS_N24_WERYFIADRES_DOPLATA	PLN 21.65	PLN 21.65

d. The fees for the Services and Additional Services will be charged to the Seller's account in the month in which they were provided or in the following months after the provision of these services, depending on the date when Allegro.pl becomes aware of the basis for charging these fees.

e. In the cases when the value corresponding to the dimensional weight of the package, calculated as follows: width in cm x length in cm x height in cm / 5,000, exceeds the value corresponding to the actual weight of the package, the price for the Service will be determined on the basis of the dimensional weight of the package.

f. A Large Package Surcharge is charged for each UPS parcel if the sum of its length and circumference  $[(2 \times \text{width}) + (2 \times \text{height})]$  is over 300 cm and below or equal to 400 cm. In addition to the surcharge, large packages are subject to a minimum billable weight of 40 kg. Additional Handling Charge is not charged when the Large Package Surcharge is charged.

g. Packages exceeding maximum permitted limits are packages with the weight exceeding 70 kg or with the length exceeding 274 cm, or packages with the sum of its length and circumference exceeding (400 cm) – they will not be accepted for transport. If such a package is added to the UPS parcel delivery system, in addition to standard shipping costs, it will be subject to an additional Over Maximum Limits charge. Packages with the sum of their length and circumference exceeding 400 cm are also subject to the Large Package Surcharge.

h. if the package returned to the Seller, at the time of its delivery to the Buyer was charged for an Additional Service such as: additional handling of non-standard parcels, declared parcel value, large package surcharge, over maximum limits charge, these Additional Services charges will be also charged and added to the fee for the package return.

## 5. Allegro Lokalnie – InPost – additional services and fees

a. The Delivery Service referred to in Appendix No. 16a to the User Agreement, which is provided by a Service Provider InPost Sp. z o.o., which provides the Services as part of the following delivery methods:

### 3. Allegro Parcel lockers InPost

b. The fee for the Service provided as part of the Delivery Service is:

Service	CODE	Gross fee
Allegro Parcel lockers InPost (a parcel with a maximum weight of 25kg and maximum dimensions of 41cm x 38cm x 64cm)	INP_P1_PACZKOMAT	PLN 8.99

In the process of preparing a parcel for shipment, the Seller must indicate the actual size of the parcel.

The Service price includes additional cover for the parcel for up to PLN 5,000.

c. The maximum amount of the fees referred to in Article 3(5) of Appendix No. 16a to the User Agreement:

Event	CODE	Maximum gross fee
the first <b>event</b> related to the handling of a Non-Standard Parcel	INP_N5_PRZES_UCIAZLIWA_1	PLN 121.77
subsequent <b>events</b> related to the handling of a Non-Standard Parcel	INP_N6_PRZES_UCIAZLIWA	PLN 1,228.77

d. The fee for the Service will be added to the Seller's account in the month in which such Service was provided.

Fees for the events referred to in (c) above will be charged to the Seller in the month following the month in which they occurred or in the following months after their occurrence, depending on the date on which Allegro.pl obtains information concerning the basis for charging such fees.

## Part VI. Settlements

### A. Settlements of amounts payable

1. For each User, settlements are separate for each Account type.
2. Settlement data may be managed upon logging in; from their Account, each User may view their current and past settlement and transaction reports that state the fees and commissions charged, and the refund amounts, i.e. the settlement balance).
3. Save as provided in subparagraph 4, once a given accounting period is over, the User is obliged, until the 14th day of the following month, to settle the amounts payable to Allegro.pl. It is possible for the User not to make payment, if the amount payable as of the end of a given month is below PLN 10.00. In such case, the User shall pay the total amount payable after the end of the month in which fees and commissions charged amount to not less than PLN 10.00. However, if so requested by Allegro.pl, the User is obliged to pay the amount payable within the time limit indicated also if the balance is below PLN 10.00.
4. Users who receive invoices are obliged to pay the amount payable indicated in the invoice irrespective of its amount. Irrespective of the invoice issued, the User shall, at the end of the accounting period, receive an email with information on the amount payable.

5. Failure to pay the amount payable within the required time limit may result in the User Account functionality being partially or completely disabled. In such a case, the restoration of full Account functionality shall be conditional on the settlement of all amounts payable to Allegro.pl.

6. Payments to the Allegro.pl shall be made to an individual bank account assigned to a given Account. Payment details are available upon logging in.

#### B. Overpayments

1. If an overpayment is made to the Account, the User may, at any time, request a refund, using a relevant form, save that the overpayment in the Account shall be first credited towards any fees and commissions currently charged, and any debts in a given User's other Accounts. The overpayment shall be refunded by bank transfer to the entity that made the payment.

2. A 5% handling fee shall be each time deducted from the overpayment refund requested by the User, save as provided in subparagraph 3 below.

3. Funds from payments related to Allegro.pl promotions are non-refundable, nor shall they be included in the overpayment amount requested by the User, and they may only be used in full for settling any future obligations of the User that result from his/her use of Allegro services.

4. The handling fee referred to in subparagraph 2 shall not be collected if the overpayment to be refunded resulted from reasons attributable to Allegro.pl.

5. If refunding an overpayment in the Account involves issuing a corrected invoice for the User, the refund shall be conditional upon the User sending back a copy of the corrected invoice with acknowledgment of receipt, to the registered address of Allegro.pl.

#### C. Changes in the amounts of fees and commissions

1. Allegro.pl reserves the right to change the amounts of fees and commissions. These changes shall be made following the procedure and on the terms set out in the User Agreement.

2. Allegro.pl reserves the right to reduce fees and commissions, from time to time, as part of time-limited special offers – on the terms separately provided for such campaigns.

#### D. Invoices

1. Business Account Users, to receive invoices, should fill in a relevant form and have their data as provided in the invoicing form verified as true. Invoicing data must correspond to the data provided in the Account settings. Invoices for subsequent invoices shall be issued automatically without the need to repeat the actions indicated in the previous sentences – until the User opts out of receiving invoices.

2. Invoices for Users who are natural persons not pursuing an economic activity shall be issued solely upon their request. In such case, the provisions of subparagraph 1 shall apply mutatis mutandis.

3. A User who is a tax on goods and services (VAT) payer, having a registered address within a European Union Member State other than Poland, is obliged to produce documents to certify its registration as taxpayer in one of European Union Member States other than Poland, and fill in a form available at My Allegro > Accounts > Invoices page. Documents to certify a taxpayer's registration, and data provided in the form are checked.

4. Invoices for a given month include amounts payable charged in this month, and they are issued no later than on the 15th day of the next month.

5. The User is obliged to update invoicing data immediately following any change. As regards updates to invoicing data (except for address and telephone data), such change is possible only if the company has undergone a transformation or its form of legal succession changed. A change shall be made once documents to certify legal succession are verified as true.

6. A default procedure for sending invoices is making them available in electronic form. By accepting the User Agreement, an acceptance is also given for sending (making available) invoices in electronic form, as defined in the applicable regulations on goods and services tax, on the terms described in the User Agreement.

7. To ensure authenticity of invoices as defined in separate regulations, invoices shall be made available to the User in electronic form solely upon logging into his/her Account, using login and password, in a manner to enable downloading them to the User's IT system.

8. To ensure integrity of invoices as defined in separate regulations, the invoices made available in electronic form shall be generated as PDF (Portable Document Format) files, secured to prevent any change to the invoice data, in particular:

- a. document editing,
- b. inserting comments,
- c. filling in or signing form fields,
- d. document assembly,
- e. copying the document contents,
- f. extracting pages.

9. Allegro.pl reserves the right to use other technical solutions in addition to those indicated in subparagraphs 7 and 8 above, aimed to ensure authenticity and integrity of invoices sent (made available) in electronic form.

10. The User may, at any time, withdraw the consent to having invoices sent (made available) in electronic form, by checking the relevant box in the administrative panel in the User's Account. The following shall also be deemed a withdrawal of the consent to having invoices sent (made available) in electronic form:

a. The User opting out of receiving VAT invoices, upon logging into his/her Account (closing the invoice account),

b. Any Party declaring to terminate the Agreement.

11. The User who has withdrawn the consent to having invoices sent (made available) in electronic form may give their consent again by checking the relevant box in their Account's settings.

12. Consent to having invoices sent (made available) in electronic form, as well as a withdrawal of the consent, shall have immediate effect.

13. The User who receives VAT invoices sent (made available) in electronic form is obliged to store them in accordance with separate regulations.

14. Allegro.pl reserves the right to issue and send to the User a hard copy invoice, even if the User consented to having invoices sent (made available) in electronic form.

15. Invoices sent (made available) to the User in electronic form shall be available in the User account administrative panel for 7 years of the date of issue.

## Part VII. The procedure for granting transaction discount (in connection with commission collected or charged)

1. In particularly justified cases, where the Seller has concluded a sale agreement and the Transaction was not in breach of the User Agreement, Allegro.pl may grant a transaction discount to the Seller for the supply of services on Allegro in the current settlement period or in subsequent settlement periods.

2. A transactional discount is granted in accordance with the rules specified below, depending on the payment method selected by the Buyer:

A. Payment for the purchased Item made using the payment service specified in Appendix No. 7A and Appendix No. 7B to the User Agreement – for payments marked as "Completed", provided that:

1. The Buyer has withdrawn from the agreement using the form "Return all or selected items" available in the "My Purchases" tab and the Seller has returned the funds using the "Allegro Finance" service, however, if the reason for withdrawal is due to the Seller's fault, the Seller's quality level must be at least Neutral in accordance with Article 10.6 of the User Agreement;
2. The Buyer has withdrawn from the agreement without using the form available in the "My Purchases" tab and the Seller has returned the funds using the "Allegro Finance" service, if:
  - The Seller's quality level is at least Neutral in accordance with Article 10.6 of the User Agreement. If the Seller's quality level is lower, the transaction discount will be granted only if the Buyer does not indicate a reason for withdrawal from the agreement resulting from the Seller's fault;



- The Buyer has created a Discussion concerning the Transaction being the subject of an application for a transaction discount, it will be granted only if the Buyer indicates that the withdrawal from the agreement is not due to the Seller's fault;

3. The Buyer has withdrawn from the agreement using the "Cancel the purchase" form available in the "My Purchases" tab and the Seller has reimbursed the funds using the "Allegro Finance" service;

B. Payment for the purchased Item made using the payment service specified in Appendix No. 7A and Appendix No. 7B to the User Agreement – for payments with a status other than "Completed", if:

1. The Seller's quality level is at least Neutral in accordance with Article 10.6 of the User Agreement. If the Seller's quality level is lower, the transaction discount will be granted only if the Buyer does not confirm the completion of the Transaction;
2. The Buyer has created a Discussion concerning the Transaction being the subject of an application for a transaction discount, such discount will be granted only if the Buyer indicates that the non-completion of the Transaction is not due to the Seller's fault;
3. The Buyer has withdrawn from the agreement using the "Cancel the purchase" form available in the "My Purchases" tab;

C. Payment for the purchased Item made using the "cash on delivery" option, provided that:

1. The Buyer has withdrawn from the agreement using the form "Return all or selected items" available in the "My Purchases" tab, however, if the reason for withdrawal is due to the Seller's fault, the Seller's quality level must be at least Neutral in accordance with Article 10.6 of the User Agreement;
2. The Buyer has withdrawn from the agreement without using the form available in the "My Purchases" tab, if:
  - The parcel tracking number made available in the Orders tab (My Sales -> Orders) shows that the parcel has not been picked up or has been collected, but the Buyer will indicate that the non-completion of the Transaction is not due to the Seller's fault,
  - The Buyer has created a Discussion concerning the Transaction being the subject of an application for a transaction discount, such discount will be granted only if the Buyer indicates that the non-completion of the Transaction is not due to the Seller's fault;
3. The Buyer has withdrawn from the agreement using the "Cancel the purchase" form available in the "My Purchases" tab;

D. Payment on personal pick-up or Seller's own delivery, provided that:

1. The Buyer has withdrawn from the agreement using the form "Return all or selected items" available in the "My Purchases" tab, however, if the reason for withdrawal is due to the Seller's fault, the Seller's quality level must be at least Neutral in accordance with Article 10.6 of the User Agreement;
2. The Buyer has withdrawn from the agreement without using the form available in the "My Purchases" tab, if:
  - The Buyer does not confirm the receipt of the Item;
  - The Buyer has created a Discussion concerning the Transaction being the subject of an application for a transaction discount, such discount will be granted only if the Buyer indicates that the non-completion of the Transaction is not due to the Seller's fault;
3. The Buyer has withdrawn from the agreement using the "Cancel the purchase" form available in the "My Purchases" tab.

3. The amount of post-transaction discount may not exceed the amount of commission on the sale of Merchandise previously charged or collected by Allegro.pl in connection with the conclusion of the sale contract referred to in subparagraph 1.

4. To receive a post-transaction discount, the Seller should fill in a relevant form available at a relevant Allegro page, within 45 days of concluding the sale contract, unless Allegro.pl does the same on their behalf and automatically grants a post-transaction discount if it has relevant knowledge based on the data from the IT systems of Allegro.pl.

5. If the Buyer makes a payment after the Seller has been granted a transactional discount, Allegro.pl reserves the right to once again charge the commission.

6. The provisions of this Part VII. shall not apply to the fees referred to in Clause 1.d. in Part I

## Appendix No. 5

### **Appendix No. 5. Privacy Protection Policy**

#### **Table of Contents**

- Part I. Definitions, purposes and scope of application of the Policy
- Part II. Scope of Personal Data processed by Allegro.pl
- Part III. Purposes of, grounds for and period of Personal Data processing by Allegro.pl
- Part IV. IP address, cookies, location and identification numbers of mobile devices
- Part V. Users' rights in the context of Personal Data processing and how to exercise them
- Part VI. Personal Data recipients

- Part VII. Transfers of Personal Data to countries outside the European Economic Area
- Part VIII. Amendments
- Part IX. Contact details

## Part I. Definitions, purposes and scope of application of the Policy

### DEFINITIONS

1. **Mobile Application** – Allegro.pl software intended for installation on mobile devices, enabling the use of Allegro.pl services.
2. **Personal Data** – within the meaning of the definition in Article 4(1) GDPR, personal data means any information relating to an identified natural person or a natural person identifiable by one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, including name, telephone number, e-mail, delivery address for Items purchased on Allegro, device IP, location data, an online identifier and information collected by means of cookies and other similar technologies.
3. **Policy** – this Privacy Protection Policy.
4. **GDPR** – Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
5. **Platforms** – online platforms operated as part of the business activities of Allegro.pl, in particular: Allegro, Allegro Lokalnie and the [www.charytatywni.allegro.pl](http://www.charytatywni.allegro.pl) online platform.
6. **Associated Services** – services provided by Allegro.pl or by third parties, including services provided under separate terms and conditions, which support the core activities of Allegro.pl or facilitate the use of Allegro.pl services by Users, for instance by providing Transaction financing and security or enabling Transaction complaints.

### PURPOSES AND SCOPE OF APPLICATION OF THE POLICY

The Personal Data Controller for Users that are natural persons is Allegro.pl. This means that Allegro.pl determines the purposes and means of processing your Personal Data.

The purpose of the Policy is to define the measures taken by Allegro.pl to protect your Personal Data processed using the Platforms, the Mobile Application and as part of the related services (including Associated Services). The Policy sets out, in particular, the scope of and legal grounds for processing your Personal Data which we collect in connection with your use of the Platforms, Mobile Application and Associated Services. We receive your Personal Data from you when you set up the Allegro Account, in connection with your activities (including Transactions) on the Platforms, posting or viewing of Listings and in connection with updates of your Personal Data that you make using the Account. Personal Data processing can also be related to a range of other activities carried out by you that are directly associated with the use of the Platforms, Mobile Application and

Associated Services. We can receive data regarding your shipments directly from the carrier or from the Seller. If you use Associated Services, your Personal Data can be also provided to us by third party vendors who offer the Associated Services.

You may only use the Platforms, download the Mobile Application or use the related services after you have read this Policy and User Agreement.

If you click the links posted on the Platforms or in the Mobile Application, you can be redirected to websites or portals that are controlled or provided by entities other than Allegro.pl. In that case, Personal Data processing follows the rules defined by such entities, for instance in the privacy policy applicable to the services or applications available on third party websites or portals.

All activities of Allegro.pl are subject to data protection laws, in particular the GDPR and the Personal Data Protection Act of 10 May 2018. If you have any questions or concerns about the protection of your Personal Data by Allegro.pl, please contact Allegro.pl. Our contact details are provided in part IX of the Policy

## Part II. Scope of Personal Data processed by Allegro.pl

The scope of Personal Data processed by Allegro.pl may vary depending on the services or functionalities provided by Allegro.pl that you use. To help you understand which of your Personal Data we collect, below we have provided information about the Personal Data categories that we process, categorising them by processing purposes.

**At Registration** we require you to provide the following Personal Data:

4. e-mail, password and birth date (when you sign up for a Regular Account); or
5. e-mail, login, password, telephone number and company (enterprise) details, including address (when you sign up for a Business Account).

If, for any reason, you do not provide those Personal Data, unfortunately we will be unable to enter into an agreement with you, and consequently you will not be able to use the Allegro.pl services available to registered Users.

**After Registration, in order to fully enjoy your Account**, you are obliged to enter your identification data and inform us of your delivery address (where you will need to provide the street name, building number, apartment number, city and post code) and the contact details needed to get in touch with you (your e-mail). In order to fully use the Platforms, you are additionally obligated to inform us about your age, so that we can verify your legal capacity to act and thus adjust the scope of authority that you will enjoy in connection with your Account.

Please remember that after the registration of your Account and during the use of Allegro.pl services, you are obliged to update your Personal Data on an ongoing basis if they change in any manner.

**When you use your Account** we additionally collect information about your activities on the Platforms, such as your history of purchases, Listings posted, payment methods selected and content of comments and reviews

Using your Account, you can also provide other optional Personal Data, such as uploading your photo or a graphic representation of your image (an avatar), thus consenting to their processing. The provision of such Personal Data is fully optional.

Furthermore, we can obtain your Personal Data when you take the option to log in to the Platforms through third party authentication services offered by parties independent from Allegro.pl, such as Facebook Connect. In that case, we obtain your Personal Data only in the form of your e-mail address and only for the purposes of logging in.

Irrespective of the above, please remember that when you use a public profile (i.e. a profile that can be accessed by any internet user) when using social media for your own purposes, you share your Personal Data based on your own informed and conscious decision. You should carefully consider any risks that may be associated with sharing your Personal Data publicly, in particular your address or precise location. Such risks may include identifiability, privacy compromise, and in extreme cases even identity theft.

**Your purchases and sales on Allegro, including the execution of Transactions and payment of sales commission or for Items sold through the Platforms**, may entail the need to process other Personal Data, i.e. the data given in the Listing (in particular the content of the Listing), Transaction details (in particular bank account number, payment method, Item pick-up address, delivery method), invoicing data as well as any data required for shipment tracking, messaging, communicating with other Users and paying for services provided by Allegro.pl via the Platforms. Allegro.pl may also access the content of messages exchanged between the Buyer and the Seller in discussions and disputes. We may use the Personal Data you provided when registering with Allegro for Transaction handling purposes.

Additionally, for the purposes of sales support, we may also process your Personal Data such as turnover value, order details (execution or cancellation, shipment numbers) and information about how your sales quality as a Seller compares to other Sellers.

Furthermore, if you use the Delivery Service with the WzA Functionality, we will receive your Personal Data as the recipient of the Item from the Seller, including: name, Shipment delivery address, telephone number and e-mail, subject to the terms set out in Appendix No. 16 to the User Agreement.

**If you decide to buy an Item without prior Registration and without having an Account**, your Personal Data will be processed by Allegro.pl to enable you to execute and perform the sales contract for the Item concerned. To use the Allegro services as specified, you are required to provide us with your e-mail address. Additionally, we may require other Personal Data, including your delivery address (where you will need to provide the street name, building number, apartment number, city and post code), the contact details needed to get in touch with you (telephone

number) and the information necessary to meet our obligations with respect to accounting, taxes etc.

**If you use the Associated Services**, we process your Personal Data which is necessary for the provision of those services. Where necessary for the provision of an Associated Service, we receive your Personal Data, including the current status of your loan application, the payment status and the amount of the available revolving limit, from third party providers offering their financial services through Allegro.

**With respect to your use of contact forms** we process the contact details that are required to communicate with you (for example to answer your question) and to meet your request. These can include your name, e-mail address or telephone number

Additionally, for User support purposes, we may contact you using the data you have posted for this purpose in your Account or transmitted via social media channels (such as Facebook Messenger, Instagram, Twitter, WhatsApp, or WeChat). If Allegro is contacted through any third party social media channels, Allegro.pl collects Personal Data in the form of User name (in the case of Facebook Messenger, Instagram, Twitter etc.) or telephone number (in the case of WhatsApp, WeChat etc.) solely for the purpose of contacting you. Where permitted under the applicable law, Allegro.pl will also be entitled to obtain (and otherwise process, for example to store) other Personal Data regarding communicating with you, e.g. information about support requests or feedback from Users.

Your Personal Data may also be processed **in the context of incoming calls to the Allegro.pl call centre**. Incoming calls to the Allegro.pl call centre are recorded. If you decide to call us, your Personal Data, such as telephone number and content of the recording (including information provided during the call) will be processed by us in order to handle your request.

In connection with your use of the channels for automated communication with the Seller as part of the Business Account registered by them, made available by Allegro.pl, we collect information on whether the automatically generated reply was satisfactory for you or whether you decided to forward the question to the Seller. Using the machine learning technology, we automatically analyse your correspondence with the Seller for the presence of specific words and their combinations. Based on the keywords that we have found in your message, the automatic reply sent and your decision, we assess whether the content of the automatic reply met your expectations. This way, such automatic replies will be faster and more helpful. Please also remember that you can decide you do not want to use automatic replies by opting out with the use of the functionality available under the "Account" tab. The Seller shall have the same right in the registered Business Account.

**In connection with your participation in loyalty programmes, competitions or promotional campaigns**, we will process your Personal Data which is necessary in connection with such events. Depending on the type of the event, this can be your name, contact details (such as telephone number or e-mail address) or any other data required to meet the participation criteria of the event concerned. If the event includes prizes, in order to deliver a prize to you, you may be obliged to add your residence address, number of your identity card or other identity document, PESEL

number, NIP number and other data required to hand over the prize (such as bank account number).

**In connection with our marketing activities** we may, also based on your consent, process information helping us to match advertising and content to your preferences and expectations (including in connection with displaying of behavioural advertising). This information may include, for instance, data stored by cookies or your viewing traffic, including the Listings viewed and your preferences in this respect. Additionally, if you consent to receiving marketing content from Allegro.pl, we will also process your contact details, including the data necessary to send any commercial information that you have specified (telephone number or e-mail).

We may also process your Personal Data **for analytical and statistical purposes, including for the purpose of surveys**. To this end, we will use mainly information about your activity on the Platforms, including that relating to the usage of individual services, as well as Personal Data concerning your preferences and expectations. Allegro.pl may collect your Personal Data, such as age, by means of surveys sent to Users by e-mail or made available directly on the Platforms.

Your Personal Data may also be used to **guarantee an adequate level of security of the Platforms**. In this context, Allegro.pl uses a digital fingerprinting technology, which involves taking the 'digital fingerprints' of User devices to identify a device you are using or an application you are installing. The information about you which we collect in this respect can be Personal Data. We may process Personal Data such as your IP address, data stored by cookies, specifications of your software and hardware, device setup (such as details of installed plugins) or your viewing traffic (including the use of network communication protocols), sites viewed and use of the Mobile Application.

We may process your Personal Data in connection with our right to **assert or defend claims**. To this end, Allegro.pl processes your Personal Data as long as the claims arising from an agreement between you and Allegro.pl or associated with your use of the services provided via Allegro.pl, the Platforms, Mobile Application or Associated Services do not become statutebarred in accordance with the applicable laws and regulations. These data may include, for example, indebtedness, information about a specific Order or Listing, Transaction details or information obtained in connection with your contact with the Allegro.pl call centre. The scope of Personal Data processed by us may vary from time to time depending on the subject of the claim.

### Part III. Purposes of, grounds for and period of Personal Data processing by Allegro.pl

Depending on the Allegro.pl services that you use, there are different purposes of and legal grounds for Personal Data processing by Allegro.pl and different periods in which Allegro.pl may store or use your Personal Data.

For each of the processing purposes, we have defined the legal grounds for processing and the maximum retention period of Personal Data. After the specified period, we will no longer use the Personal Data for the specified purpose. It does not mean, however, that we will remove them in

each case. We will retain your Personal Data for the longest of the periods specified in relation to specific Allegro.pl services. For example, when you opt out from using the Account, we will no longer process your Personal Data to provide Account services to you, but we will store your Personal Data for the period permitted by law to enable you to assert your rights and to make it possible to show the history of financial settlements between you and Allegro.pl.

Below, we have listed the typical operations performed on Personal Data in connection with the use of Allegro.pl services. More details on Personal Data processing in the case of using specific services can also be found in the terms and conditions of such services.

## **ACCOUNT REGISTRATION AND MANAGEMENT, HANDLING OF USER TRANSACTIONS**

To use of some functionalities available on the Platforms (including via the Mobile Application), you are required to Register in accordance with the User Agreement. We offer the Regular Account and the Business Account. Setting up and use of an Account entails the processing of your Personal Data by us.

In addition, Allegro.pl processes your Personal Data to handle your Transactions. Using the Platforms (including the Mobile Application), you can in particular:

- buy as an unregistered User;
- buy as a natural person or entrepreneur using a Regular Account;
- sell or post Classifieds as a natural person using a Regular Account;
- sell or post Classifieds as an entrepreneur (as part of your business activity) using a Business Account.

The information you post in Listings and "Messages to the Buyer" does not originate from Allegro.pl and is not initiated by Allegro.pl. For this reason, to the maximum extent permissible by applicable law, Allegro.pl will not be liable for information posted in Listings and for the "Messages to the Buyer". As far as possible, you should refrain from providing any Personal Data in the Listings and the "Messages to the Buyer". Remember that if you share your Personal Data in Listings or the "Messages to the Buyer", you are doing this based on your own informed and conscious decision. Therefore, you should carefully consider the risk associated with sharing such information. For more information about purchasing, executing Transactions using the Regular Account or Business Account, please see the User Agreement.

We process your Personal Data in accordance with the rules described in the table below to manage your Account and handle your Transactions. Additionally, your Personal Data can be processed for other purposes, including analytical and marketing purposes and to guarantee the security of our services, as you will learn from further sections of this part of the Policy.



<b>Purpose of processing Personal Data</b>	<b>Legal grounds for processing Personal Data</b>	<b>Period of storage of Personal Data for the specific purpose (retention period)</b>
<b>Taking steps to handle a User's Registration and provision of electronic services relating to the management of Allegro User Accounts</b>	Article 6(1)(b) GDPR (necessary for entering into and performance of a contract) – Personal Data required to set up and manage Accounts	Until the termination of the service
<b>Customisation of Account settings (adding an avatar and other optional Personal Data to the account) or sharing Personal Data when logging in to Platforms via a third party service</b>	Article 6(1)(a) GDPR (User consent) – only for optional Personal Data which are not necessary to use the Account	Until the removal of optional Personal Data from the Account (withdrawal of consent) or termination of the service
<b>Handling complaints, including resolution of technical issues</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in the protection of Allegro.pl's and User's rights)	Until the complaint or issue is resolved
<b>Asserting and defending claims arising from a contract or related to the provision of services, including debt collection and participation in court, arbitration and mediation proceedings</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in the protection of Allegro.pl's rights)	Until the last day of the calendar year following the expiration of a period of three years after the termination of the service
<b>Compliance with statutory obligations arising from tax and accounting provisions</b>	Article 6(1)(c) GDPR in conjunction with Article 70 § 1 of the Tax Ordinance Act (processing is	Five years starting from the end of the calendar year in which the tax was due for payment

<b>concerning the settlement of commissions charged on Transactions</b>	necessary for compliance with a legal obligation)	
<b>Compliance with statutory obligations arising from tax and accounting provisions concerning the settlement of commissions charged on Transactions</b>	Article 6(1)(c) GDPR in conjunction with Article 74 of the Accounting Act (processing is necessary for compliance with a legal obligation)	Five years starting from the year following the fiscal year in which the Transaction was made

#### **ASSOCIATED SERVICES, INCLUDING THIRD PARTY FINANCIAL SERVICES**

In connection with its business activities, Allegro.pl enables you to use Associated Services provided by Allegro.pl or third parties. Associated Services include but are not limited to Allegro Zapłać Później (Allegro Pay Later), Odroczone Płatność dla Firm (Deferred Payment for Business), Usługa Dostawy (Delivery Service) (as part of which Allegro.pl provides the Wysyłam z Allegro (Shipping with Allegro) functionality for Sellers), Allegro Program Ochrony Kupujących (Buyer Protection Programme), Allegro Pay, or the provision of services in connection with the fulfilment of Fundraiser Causes in Charity Listings (as defined in Appendix No. 17 to the User Agreement). The above services support the core activities of Allegro.pl or help you use the Allegro.pl services, for instance by financing the Transactions, securing them or enabling complaints. Associated Services can be provided on the terms set out in the User Agreement (including its appendices) or subject to separate terms and conditions of such services.

Allegro.pl may also participate in the provision of Associated Services by third parties, for example by:

- providing information on third party services and proposals;
- intermediating in the conclusion of agreements for third party Associated Services, including by providing access to services related to Transaction financing and securing such as goods insurance or consumer loans for purchases.

In the situation described above, Allegro.pl may operate as a Personal Data processor engaged by the controller who provides the services to you.

In connection with the provision of Associated Services, we process your Personal Data in accordance with the rules described in the table below. Your Personal Data can also be processed

for other purposes, including analytical and marketing purposes, and to guarantee the security of our services, as you will learn from further sections of this part of the Policy.

If you use Associated Services provided by third parties independent of Allegro.pl, the rules of processing your Personal Data may be set out in documents provided by those third parties on third party websites or portals, for example in terms and conditions of service or a privacy policy.

<b>Purpose of processing Personal Data</b>	<b>Legal grounds for processing Personal Data</b>	<b>Period of storage of Personal Data for the specific purpose (retention period)</b>
<b>Taking steps to enter into a contract and provide the Allegro Pay Later service</b>	Article 6(1)(b) GDPR (necessary for entering into and performance of a contract)	Until the service contract has been performed
<b>Taking steps to enter into a contract and provide the Deferred Payment for Business service</b>	Article 6(1)(b) GDPR (necessary for entering into and performance of a contract)	Until the service contract has been performed
<b>Provision of the Delivery service (also when Sellers use the Shipping with Allegro functionality)</b>	Article 6(1)(b) GDPR (necessary for performance of a contract for services provided by Allegro.pl via the Platforms, including the Delivery Service)	Until the service contract has been performed
<b>Taking steps to enter into a contract and provide the Allegro Pay service</b>	Article 6(1)(b) GDPR (necessary for entering into and performance of a contract)	Until the service contract has been performed
<b>Selecting Users who will be offered the option to request the use of the Allegro Pay service</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in improving the quality of services provided to the User)	Until the termination of the contract with Allegro.pl or expressing an effective objection against Personal Data processing
<b>Taking steps to enter into a contract and provide services related to the fulfilment of the Fundraiser Causes in Charity Listings</b>	Article 6(1)(b) GDPR (necessary for entering into and performance of a contract)	Until the service contract has been performed

<b>Buyer's Protection under sales contracts with other Users entered into via the Platforms</b>	Article 6(1)(b) GDPR (necessary for performance of a contract)	180 days after the Transaction ended
<b>Paying out compensation in the Buyer Protection Programme</b>	Article 6(1)(b) GDPR (necessary for performance of a contract)	Until the service contract has been performed
<b>Support for credit services, including for the purpose of selecting a thirdparty provider and transaction handling, in particular by assessing the borrowing potential of Users based on their activity on Allegro</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in improving the quality of services provided to the User)	Until the termination of use of Allegro.pl services or expressing an effective objection against Personal Data processing
<b>Supporting insurance for purchased Items</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in improving the quality of services provided to the User)	Until the termination of use of Allegro.pl services or expressing an effective objection against Personal Data processing
<b>Ensuring that payment services are provided and commissions are paid on Transactions, securing payments on the Platforms</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in improving the quality of services provided to the User)	Until the termination of use of Allegro.pl services or expressing an effective objection against Personal Data processingh
<b>Enabling contact with a public benefit organisation if you make a payment on the charytatywni.allegro.pl platform, or customising listings and services based on your previous activity</b>	Article 6(1)(a) GDPR (User consent)	Until consent is withdrawn
<b>Compliance with statutory obligations arising from tax and accounting provisions concerning the</b>	Article 6(1)(c) GDPR in conjunction with Article 70 § 1 of the Tax Ordinance Act	Five years starting from the end of the calendar year in which the tax was due for payment

<b>settlement of Associated Services, where necessary</b>	(necessary for compliance with a legal obligation)	
<b>Compliance with statutory obligations arising from tax and accounting provisions concerning the settlement of Associated Services, where necessary</b>	Article 6(1)(c) GDPR in conjunction with Article 74 of the Accounting Act (necessary for compliance with a legal obligation)	Five years starting from the year following the fiscal year in which the Transaction was made
<b>Asserting and defending claims arising from a contract or related to the provision of Associated Services, including debt collection and participation in court, arbitration and mediation proceedings</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in the protection of Allegro.pl's rights)	Until the last day of the calendar year following the expiration of a period of three years after the termination of the service

## USER SUPPORT AND CONTACT FORM

When you contact the Customer service department, also by calling the Allegro.pl call centre, Allegro.pl may process (for example store or analyse) your Personal Data for Platform operating purposes.

Allegro.pl may also collect your Personal Data if you contact us using the tools available on Allegro, including the Allegro contact form. These Personal Data are necessary for Allegro.pl to contact you and to allow you to contact other Users, for purposes directly related to the operation of Allegro, for example in connection with the conclusion of sales contracts as part of Transactions. The contact form provided by Allegro.pl must not be used to send private correspondence that is not related to the execution of Transactions and any use for such purposes may violate the User Agreement. In order to prevent violations of law, including unfair practices, Allegro.pl collects data regarding communications made using the aforementioned form. Allegro.pl may also analyse and block, using special software, the content of messages exchanged between Users via the aforementioned contact form, in particular if they are spam (unsolicited advertising information), contain prohibited content (e.g. they prompt to commit crimes), otherwise jeopardise the safety of Users (e.g. their aim is to unlawfully obtain the password to a given Account) or violate the User Agreement.

To handle the queries addressed to Allegro.pl, also through the contact form, we process your Personal Data in accordance with the rules described in the table below. Your Personal Data can

also be processed for other purposes, including analytical and marketing purposes, and to guarantee the security of our services, as you will learn from further sections of this part of the Policy

<b>Purpose of processing Personal Data</b>	<b>Legal grounds for processing Personal Data</b>	<b>Period of storage of Personal Data for the specific purpose (retention period)</b>
<b>Contacting Users, also for purposes related to the provision of services and User services through available communication channels, in particular e-mails, phone calls and social media channels (such as Facebook Messenger, Instagram, Twitter, WhatsApp, or WeChat);</b>	Article 6(1)(b) GDPR (necessary for performance of a contract)	Until the termination of the services
<b>Handling Users' requests sent, in particular, to the Customer service department and via the contact form if not directly related to performance of a contract</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in responding to received queries)	Until a reply is given or the request is granted
<b>Preventing violations in communication</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in ensuring the security of services)	Until the end of the communication
<b>Application and development of automated communication channels (machine learning)</b>	Article 6(1)(f) of the GDPR (improving the algorithm for the functioning of automated communication channels).	For a period of 12 months from the time when a particular message is sent
<b>Asserting and defending claims arising from a contract or related to the provision of services, including debt collection and participation in court, arbitration and mediation proceedings</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in the protection of Allegro.pl's rights)	Until the last day of the calendar year following the expiration of a period of three years after the termination of the service

## **LOYALTY PROGRAMMES, COMPETITIONS, PROMOTIONAL CAMPAIGNS**

From time to time, Allegro.pl runs competitions or promotional campaigns. If you decide to take part in an event of that kind, your Personal Data (such as the necessary contact details) may be used by Allegro.pl to organise the competition in an efficient way, for example to notify the winner. Contact details of Users taking part in the events voluntarily are processed by Allegro.pl in compliance with the applicable law and for the purposes of such events. Users may also join loyalty programmes via the Platforms.

If you take part in a programme, competition or promotional campaign, your Personal Data may be used by Allegro.pl in accordance with the table below, however more specific rules of processing Personal Data may be set out in dedicated event terms and conditions. Additionally, your Personal Data can be processed for other purposes, including analytical and marketing purposes and to guarantee the security of our services, as you will learn from further sections of this part of the Policy.

<b>Purpose of processing Personal Data</b>	<b>Legal grounds for processing Personal Data</b>	<b>Period of storage of Personal Data for the specific purpose (retention period)</b>
<b>Taking steps to enter into a contract and provide services in order to enable participation in a loyalty programme</b>	Article 6(1)(b) GDPR (necessary for entering into and performance of a contract), or, if you share optional Personal Data which are not necessary — Article 6(1)(a) GDPR (consent)	Until the end of participation in the loyalty programme or, for optional Personal Data, until withdrawal of consent
<b>Enabling participation in a competition or promotional campaign</b>	Article 6(1)(f) GDPR (legitimate interest in performing obligations arising from making a public commitment, organisation of competitions or similar campaigns, including in connection with carrying out activities aimed at promoting the Allegro.pl brand)	Until the end of participation in a competition (e.g. handing over a prize) or promotional campaign or until an effective objection is submitted
<b>Compliance with statutory obligations arising from tax and accounting provisions concerning the settlement of commissions charged on Transactions</b>	Article 6(1)(c) GDPR in conjunction with Article 70 § 1 of the Tax Ordinance Act (necessary for compliance with a legal obligation)	Five years starting from the end of the calendar year in which the tax was due for payment
<b>Compliance with statutory obligations arising from tax and</b>	Article 6(1)(c) GDPR in conjunction with Article 74 of the Accounting Act (necessary	Five years starting from the year following the fiscal year in which the Transaction was made

<b>accounting provisions concerning the settlement of commissions charged on Transactions</b>	for compliance with a legal obligation)	
<b>Asserting and defending claims arising from a contract or related to enabling participation in an event/holding an event, including debt collection and participation in court, arbitration and mediation proceedings</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in the protection of Allegro.pl's rights)	Until the last day of the calendar year following the expiration of a period of three years after the end of participation in the event/holding the event

## MARKETING ACTIVITIES

Allegro.pl may also use your Personal Data to carry out marketing activities. Such activities may include:

- displaying marketing content which is not customised to your preferences on the Platforms and in the Mobile Application (contextual advertising). If Personal Data are used to display contextual advertising, they are processed in pursuance of legitimate interest of the controller or a third party in promoting Allegro.pl's own activities or third party activities;
- displaying marketing content which is customised to your preferences, including customisation of listing categories or individual listings in Platform settings or settings of third party services based on your activity on the Platforms (behavioural advertising). Your Personal Data, including Personal Data collected by means of cookies and other similar technologies, are then processed by Allegro.pl and third parties for marketing purposes. Such activities are only undertaken based on your consent, which you can withdraw at any time. For more information, see part IV of the Policy;
- carrying out other kinds of activities related to direct marketing of goods and services (sending of commercial information by electronic means and other marketing activities) through various channels, such as e-mail, text messages or by telephone. Such activities are only undertaken based on your consent, which you can withdraw at any time.

In certain cases, Allegro.pl uses profiling in order to carry out marketing activities. It means that owing to the automatic processing of Personal Data, we evaluate selected User indicators to analyse their behaviours or create a forecast for the future. This enables us to better adapt the displayed content to the individual preferences and interests of the User.



We process your Personal Data in accordance with the rules described in the table below in connection with our marketing activities. Your Personal Data can also be processed for other purposes, including analytical purposes, and to guarantee the security of our services, as you will learn from further sections of this part of the Policy.

<b>Purpose of processing Personal Data</b>	<b>Legal grounds for processing Personal Data</b>	<b>Period of storage of Personal Data for the specific purpose (retention period)</b>
<b>Displaying contextual advertising (direct marketing of Allegro.pl's own or third party goods or services)</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in the promotion of Allegro.pl's or third party goods or services)	Until the discontinuation of use of the Platforms or the Mobile Application
<b>Displaying behavioural advertising based on viewing history, customisation of listing categories or individual listings in Platform settings or settings of third party services based on activity on the Platforms</b>	Article 6(1)(f) GDPR in conjunction with Article 173 of the Telecommunications Law (legitimate interest of Allegro.pl in the promotion of Allegro.pl's or third party goods or services in connection with expressed consent)	Until the withdrawal of consent (based on the provisions of the Telecommunications Law) or expressing an effective objection against Personal Data processing
<b>Contacting Users for purposes of permitted marketing activities, via available communication channels, in particular e-mails, text messages and by telephone</b>	Article 6(1)(f) GDPR in conjunction with Article 10 of the Act on Electronically Supplied Services or Article 172 of the Telecommunications Law (legitimate interest of Allegro.pl in the promotion of Allegro.pl's or third party goods or services in connection with expressed consent for a communication channel)	Until the withdrawal of consent (based on the provisions of the Act on Electronically Supplied Services or the Telecommunications Law) or expressing an effective objection against Personal Data processing

## **ANALYTICAL AND STATISTICAL ACTIVITIES AND SURVEYS**

Your Personal Data can be processed by Allegro.pl for analytical and statistical purposes. In this is the case, we use your Personal Data for the purposes of activity analysis, identification of buying preferences and improving the functionalities and service quality of Allegro.pl. Whether Allegro.pl will be permitted to process information collected by means of cookies and similar technologies

for analytical and statistical purposes depends on User's consent to the storage of this information in the User's terminal device. For more information, see part IV of the Policy.

Allegro.pl collects Personal Data from Users that can be used to investigate User preferences and adjust the offering of Allegro.pl to User needs by means of surveys sent to Users by email or made available directly on the Platforms. Such Personal Data are also used for the purposes of statistical analysis. Additionally, Personal Data collected by means of training surveys made available in connection with the provision of the Allegro Academy within User Accounts can be used to promote this training via Allegro.pl.

We process your Personal Data in accordance with the rules described in the table below in connection with our analytical and statistical activities. Your Personal Data can also be processed for other purposes, in particular to guarantee the security of our services, as you will learn from further sections of this part of the Policy.

<b>Purpose of processing Personal Data</b>	<b>Legal grounds for processing Personal Data</b>	<b>Period of storage of Personal Data for the specific purpose (retention period)</b>
<b>Conducting statistical analysis</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in analysing User activity, including activity history, to optimise services)	Until the User's Personal Data are no longer stored in connection with another active processing purpose or until an effective objection is expressed against Personal Data processing (however no longer than until the last day of the calendar year following the expiration of a period of three years after the discontinuation of the provision of services by Allegro.pl)
<b>Platform traffic management, including monitoring Users' activities, such as keyword searches and posted Listings</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in analysing User activity to optimise services)	Personal Data are processed in real time, and, therefore they will be stored until the User discontinues the use of the services provided by Allegro.pl on the Platforms (that is until the User leaves the website)
<b>Conducting surveys and analyses relating to the Platforms, also in terms of operation, improvement of performance of the available</b>	Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in analysing User activity to optimise services)	Personal Data are processed in real time, and therefore they will be stored until the User discontinues the use of the services provided by Allegro.pl on the Platforms (i.e. until the User completes a survey or analysis)

<b>services or evaluation of key visitor interests and needs</b>		
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## ENSURING THE SECURITY OF THE PROVIDED SERVICES

Where necessary in order to ensure the security of services, including IT resources or security of other Users, Allegro.pl may automatically obtain and record your Personal Data transmitted to the server by web browsers or your device if you use the Platforms or the Mobile Application.

In order to guarantee an adequate security level, Allegro.pl obtains and records Personal Data transmitted to the server by web browsers or your devices (which include in particular: technical components of the device, your browser settings and details of your viewing behaviour on Allegro) in such a way as to create a unique digital 'fingerprint' of the devices or instances of applications that you use. Allegro.pl may also use this digital 'fingerprint' for the purpose of additional User authentication. Such measures allow to prevent abuse and fraud.

We process your Personal Data in accordance with the rules described in the table below in connection with ensuring the security of our services.

<b>Purpose of processing Personal Data</b>	<b>Legal grounds for processing Personal Data</b>	<b>Period of storage of Personal Data for the specific purpose (retention period)</b>
<b>Ensuring the security of our services provided to you by electronic means, including enforcement of compliance with internal rules and prevention of fraud and abuse, and ensuring safe traffic</b>	Article 6(1)(b) GDPR (necessary for performance of a contract in accordance with the requirements of provision of online marketplace services by a digital service provider within the meaning of the Act on the National Cybersecurity System)	Until the User discontinues the use of the services

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

Allegro.pl may collect your Personal Data via the Platforms using such technologies as cookies, tracking pixels and local shared objects (e.g. in a browser or device). The use of such technologies by Allegro.pl is described in detail at: <https://allegro.pl/regulamin/pl/politykaplikow-cookies>.

The Mobile Application and Allegro Lokalnie service will collect information about the current location of your device if you provide such Personal Data to us. Such Personal 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-related Personal Data by Allegro.pl is described in detail at: <https://allegro.pl/regulaminy/udostepnianie-lokalizacji-yVx7ezEWySE>.

The Mobile Application uses the 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 Personal Data are shared with the service operator.

## Part V. Users' rights in the context of Personal Data processing and how to exercise them

We enable you to exercise all rights you may have under the GDPR, i.e. the rights described in Articles 15 to 21 GDPR. For a detailed description of each right, please see below.

**The right of access to Personal Data** enables you to be informed by Allegro.pl how your Personal Data are processed by Allegro.pl, including specifically the purposes of and legal grounds for processing, the scope of Personal Data which is retained, the entities with which your data are shared and the planned time of erasure.

You may exercise the **right to obtain a copy of your Personal Data** in order to receive a copy of your Personal Data which is processed by Allegro.pl.

You may exercise **the right to rectification of Personal Data** if you notice that your Personal Data are incorrect or incomplete. If this is the case, we undertake to remove any potential inaccuracies or errors in the Personal Data being processed and to complete the Personal Data where required.

You may exercise the **right to erasure of Personal Data** if: your Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed by Allegro.pl; you withdraw your consent to Personal Data processing; you object to the processing of your Personal Data and there is no other legal ground for the processing; or your Personal Data have been unlawfully processed.

You may exercise the **right to restriction of processing of Personal Data** if you notice that your Personal Data are incorrect – you may obtain restriction of processing of your Personal Data for a period enabling us to verify the accuracy of the personal data; the processing is unlawful but you oppose the erasure of the personal data; we no longer need your Personal Data but you may require them for the defence or exercise of legal claims; or you have objected to processing of your Personal Data pending the verification whether our legitimate grounds override yours.

You may exercise **the right to Personal Data portability** if the processing of your Personal Data is based on consent or on a contract between you and Allegro.pl, and when the processing is carried out by automated means.

You may exercise the **right to object against the processing of Personal Data for marketing purposes** at any time if your Personal Data have been processed for marketing purposes, without the need to justify your objection.

You may exercise the **right to object against the processing of Personal Data for other purposes** at any time, on grounds relating to your particular situation, if your data have been processed for the purposes of the legitimate interests pursued by Allegro.pl (e.g. for analytical or statistical purposes). Any objection in this respect should be justified.

You may exercise the **right to withdraw your consent** at any time where your Personal Data are processed based on consent, without affecting the lawfulness of processing based on consent before its withdrawal.

Notwithstanding the provisions above, we have prepared a special instruction for Users who would like to exercise their rights under the GDPR. This document describes in detail how Users can exercise their rights against Allegro.pl. and it is available [here](#).

If you exercise your **right to object** to Personal Data profiling, you should log out of all devices and delete cookies from them (in some cases, the process may take up to 48 hours). The instruction how to delete cookies is available in the Cookies Policy [here](#).

You can also contact the data protection officer using a contact form (available [here](#) for Buyers and [here](#) for Sellers)

Please note that you may **lodge a complaint** in relation to us processing your Personal Data with a supervisory authority, i.e. the President of the Office of Personal Data Protection (address: Prezes Urzędu Ochrony Danych Osobowych, ul. Stawki 2, 00-193, Warszawa).

## Part VI. Personal Data recipients

Allegro.pl may **share your Personal Data with the following third parties**:

- entities cooperating with Allegro.pl and operating websites or providing online applications (including mobile applications) in order to publish Users' listings posted in classified ads categories;
- entities cooperating with Allegro.pl and operating websites or providing online applications (including mobile applications) which enable a comparison of Transaction reviews, in order to collect reviews of Transactions made on the Platforms by means of surveys;
- entities cooperating with Allegro.pl that offer their financial services as Associated Services, to assess the User's creditworthiness, analyse the credit risk, and to grant a potential loan.

**Allegro.pl may cooperate with third parties** e.g. specialised providers of Personal Data storage services, analytical services, debt collection services, in order to enable such entities to provide services to Allegro.pl. In this case, such entities are not authorised to use your Personal Data for their own purposes (Personal Data will always be processed on behalf of and for Allegro.pl) and their activities are subject to applicable law and this Privacy Protection Policy;

The scope of collaboration includes:

- information storage and access: storing information or accessing information already stored in your device such as advertising identifiers, device identifiers, cookies and similar technologies;
- personalisation: collecting and processing information to personalise website or application advertisements and/or content;
- selecting, serving and reporting of advertisements: collecting information and merging it with existing information to select and serve advertisements to you and to measure how effective they are (what advertisements have been displayed; how often, when and where they have been displayed; or whether you have taken any action in relation to the advertisement, for instance clicked the ad or made a purchase);
- conducting debt collection proceedings;
- delivery of services to support the provision of e-learning;
- delivery of services to support/improve order processing on Allegro.

**Allegro.pl may also share your Personal Data with other entities** (such goods delivery companies) where necessary to conclude or perform their contract to which you are a party, or in order to support/improve order processing on Allegro, which includes in particular the following:

- accepting the order for execution;
- packing the parcel;
- shipping the parcel to a specified address, including the provision of tracking information.

In the situations mentioned above, the entities with which your Personal Data are shared **may become separate data controllers in respect of your Personal Data**

**We share your Personal Data with parties to your Transactions made on the Platforms** (and to Charities as defined in Appendix No. 17 to the User Agreement in the case of Transactions made in connection with Charity Listings) and to entities that support us in providing electronic services, i.e. to providers of payment services, credit services, insurance services, consulting or audit services, entities supporting User service and promotion of Listings, or entities cooperating in marketing campaigns.

We **share** your Personal Data relating to your image (avatar) **with other Users** in the case of the communications through the Allegro Message Centre.

Allegro.pl **may disclose your Personal Data to public authorities** under the applicable laws and regulations in connection with proceedings concerning possible legal violations or addressing any other potential breaches of the User Agreement (including investigations carried out in connection with fraud and abuse committed on Allegro).

Pursuant to its Policy, Allegro.pl undertakes not to sell the Personal Data of the Users. In the event of restructuring or sale of Allegro.pl's business or any part thereof, and the transfer of all or a substantial part of its assets to a new owner, the Personal Data of Users, including yours, **may be transferred to the new owner** in order to ensure the continuation of services provided on the Platforms, via the Mobile Application, or the Associated Services.

Based on your consent, Allegro.pl **may disclose your Personal Data on charytatywni.allegro.pl** to public benefit organisations in order to enable them to thank you for your contribution.

Due to the necessity of preventing certain functions from being run on the Platforms by internet bots, we use Google reCAPTCHA and hCaptcha mechanisms to check occasionally whether the Users' behaviours are not typical of bots. Therefore, Allegro.pl may share your IP address and other data allowing to determine if an Allegro visitor is a human being (which include in particular: technical components of the device, your browser settings and details of your viewing behaviour on Allegro), or if the services have been used by machine and automated processing, with Google LLC and Intuition Machines, Inc.

**Allegro.pl may share anonymised Personal Data** (i.e. data that do not identify specific Users) with third party service providers, trusted partners or research agencies in order to better understand the attractiveness of advertisements and services to Users, improve the overall quality and performance of services provided by Allegro.pl or the aforementioned entities, or to participate in scientific research offering broadly understood benefits to the society.

**If you sell Items using a Business Account**, you are obliged to, whenever you obtain Personal Data of other Users that are natural persons from Allegro.pl, meet any obligations towards such Users under the GDPR, including the information obligation, and ensure that they can exercise their rights under the GDPR.

## Part VII. Transfers of Personal Data to countries outside the European Economic Area

Your Personal Data may be transferred outside the European Economic Area, for example to:

- Google LLC with its registered office in Mountain View, CA, the United States due to the use of the e-mail system and tools that are part of G-Suite for statistical- and administrative purposes and in relation to the use of the Google reCAPTCHA mechanism for security purposes;
- 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;
- Medallia, Inc., with its registered office at San Mateo, CA, the United States, in relation to the questionnaire-based surveys conducted by the Company, using the tools provided by that entity;

- Khoros, LLC. with its registered office in Francisco, CA, the United States, in connection with the use by the Users of the community accessible at <https://spolecznosc.allegro.pl/> to share knowledge and provide assistance among the community members;
- Intuition Machines, Inc. with its registered office in San Francisco, the United States, due to the use of the hCaptcha system for security purposes;
- EasyGenerator B.V. with its registered office in Rotterdam, the Netherlands, the provider of e-learning services offered as part of the Allegro Academy.

Allegro.pl always relies on mechanisms ensuring an adequate level of protection, for example by using standard contractual clauses for the transfer of Personal Data to Personal Data processors established in third countries approved by the European Commission. You can receive copies of such clauses from the Company by writing to: [iod@allegro.pl](mailto:iod@allegro.pl).

## Part VIII. Amendments

If necessary, Allegro.pl may amend this Privacy Protection Policy. In this case, Articles 14.1 and 14.2 of the User Agreement apply accordingly.

## Part IX. Contact details

For more information on the processing of your Personal Data and answers to questions concerning the Privacy Policy, please contact our data protection officer. The contact details are as follows:

e-mail address: [iod@allegro.pl](mailto:iod@allegro.pl),

mailing address: Inspektor Ochrony Danych Allegro.pl sp. z o.o., ul. Grunwaldzka 182, 60-166 Poznań.

You can also contact the data protection officer using a contact form (available [here](#) for Buyers and [here](#) for Sellers).

# Appendix No. 6

## **Appendix No. 6. Junior account principles**

1. Natural persons aged at least 13 but younger than 18, and who may be Users, should complete the appropriate form in order to make the Registration, in which in addition they must provide their date of birth.
2. During the Registration, the Junior Account User must declare that they obtained consent of their legal guardian to conclude agreements on Allegro.
3. The Account of such User shall be highlighted using a special icon visible to all Allegro visitors.



4. The Junior Account User or persons required by law or agreement to supervise them shall be held liable for actions of the Junior Account User on Allegro, in particular they shall be held fully liable for damage caused to Allegro.pl and third parties.

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

a. may not use the following service:

- Sales Manage;
- Allegro Shop;

b. may not enable the option of receiving invoices for services provided on Allegro;

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;
- Weapons;
- Airguns;
- Conducted electrical weapon;
- Pepper gases;
- Fireworks;
- OTC drugs.

6. In the case of fees and commissions charged for using Allegro, in a current settlement period, i.e. in a particular calendar month, the negative balance of the Junior Account User in the settlement account must not exceed PLN 50.

7. The restrictions on Junior Account referred to in sections 5 and 6 above shall be lifted:

a. automatically, when the Junior Account User has reached 18 years of age,

b. upon the Junior Account User's written request, after reaching the age of majority in other cases provided for in law.

## Appendix No. 7A

### **Appendix No. 7A: Terms and Conditions of PayU Service**

## ARTICLE 1. TERMS AND CONDITIONS OF SERVICE PROVISION

These Terms and Conditions of PayU Service, hereinafter referred to as "Terms and Conditions", lay down the terms of payments made by Buyers who conclude Transactions exclusively on Allegro. Payment methods for Transactions concluded in Allegro.pl online services outside Poland are set out in separate terms and conditions of such service.

### **1.1. Information on the PayU service provider**

The entity providing the payment service, hereinafter referred to in these Terms and Conditions as "PayU Service", to Users shall be PayU S.A. with the registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, entered into the Register of Entrepreneurs kept by the District Court for Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS no. 0000274399, share capital of PLN 4,944,000, paid in full, tax ID No. (NIP): 779-23-08-495, hereinafter referred to as "the Payment Operator". During the provision of PayU Service, the Payment Operator shall act as the provider of payment services within the meaning of the Act on Payment Services of 19 August 2011, hereinafter referred to as "the Act". The Payment Operator shall be supervised by the Polish Financial Supervision Authority (contact details to the PFSA Office: ul. Piękna 20; 00-549 Warsaw, post office box 419, telephone number: (48) 22 262-58-00), knf@knf.gov.pl. The Operator has been entered into the register of national payment institutions kept by the Polish Financial Supervision Authority under No. IP 1/2012.

### **Overview of major features of the PayU Service**

1.2. PayU Service is a payment service as defined in the Act in the scope in which the Payment Operator accepts cash payments made by the Buyer via available payment channels to pay for Items, which are recorded in the settlement tool maintained by PayU for the Seller. The aforementioned payments shall be transferred upon a monetary obligation arising from agreements concluded between Sellers and Buyers in Transactions. Transactions in categories listed in Part III of Appendix No. 4 (Sale commissions) which are not subject to a success fee shall not be processed via PayU Service.

1.3. PayU Service for Users that includes the payment service referred to in Article 1.2. shall be provided under a framework agreement within the meaning of the Act, the provisions of which have been presented in these Terms and Conditions.

1.4. The PayU Service provision agreement (the framework agreement) on the terms set out in these Terms and Conditions shall be concluded upon the conclusion of the agreement on the provision of the service by Allegro.pl on Allegro pursuant to the Allegro User Agreement.

1.5. The agreement on the provision of PayU Service to Users shall be concluded for the term of the agreement on the provision of the service by Allegro.pl on Allegro pursuant to the Allegro User Agreement, referred to in Article 2.5. of the Allegro User Agreement. The agreement on the provision of PayU Service shall be terminated with immediate effect if – as a result of the verification procedure described in Article 2, and later during the term of the agreement, in accordance with the Act on Counteracting Money Laundering and Terrorist Financing (as regards the conclusion of

agreements with politically exposed persons) – the provision of PayU Service becomes conditional upon obtaining the approval of the senior management of the Payment Operator and such consent is not given as a result of the application of the procedures resulting from the aforementioned Act.

1.6. The text of the framework agreement referred to in Articles 1.3. and 1.4. is available at <https://allegro.pl/regulamin/pl/artykul/appendix-no-7a-bEVbAwD7Btz> in a manner that enables its recording and unchanged reproduction of the data stored.

1.7. Users shall not be required to open a bank account to be able to access and use PayU Service, and any transactions performed in such account shall not be considered bank operations as defined in the Banking Law.

1.8. As part of PayU Service:

a. Buyers can pay for Items and other services offered on Allegro via payment channels that have been made available by the Payment Operator and are supported by payment service providers with the use of e.g.:

- a payment card accepted by a bank or acquirer that cooperate to provide PayU Service – in the case of payments for Items in selected categories,
- other payment methods offered by the Payment Operator.

b. Users can make disbursements upon their order by bank transfer into a bank account indicated by the Seller or an account maintained for the Seller in a different payment institution, in accordance with the provisions set out in Article 5.1.

c. paying fees and charges due to Allegro.pl for the services provided as part of Allegro, if Allegro.pl makes such functionality available.

d. Users can make disbursements upon their order by bank transfer into a bank account indicated by the Seller for a given Fundraiser or Cause in Allegro Lokalnie.

1.9. To provide PayU Service, the Payment Operator shall use services offered by specialised financial institutions chosen with due diligence.

1.10. PayU Service can be provided to Users who have equipment enabling them to access the Internet, including software to browse through online resources, and a account maintained by a bank or a financial institution with its registered office in one of European Union Member States or in an country respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

1.11. In the case of any references herein to a time limit expressed in business days, "business day" shall mean a day other than Saturday and a public holiday.

1.12. Any financial transactions relating to PayU Service shall be made in the Polish currency or in a different currency supported by the Payment Operator.

1.13. Subject to Article 1.8.c and d, PayU Service must not be used for any payments other than payments of Buyers' financial obligations resulting directly from agreements made in Transactions, and disbursements made pursuant to Article 5.

### **The Payment Operator's liability**

1.14. The Payment Operator shall be held liable for the failure to perform or undue performance of payment transactions under the terms and conditions specified in the Act, including Articles 144-146 thereof.

1.15. The Payment Operator shall not be held liable for any delays in transferring due funds to the bank account or address indicated by the User under the rules specified in Article 5 due to the failure to provide data or due to the provision of inaccurate or incomplete data by the User, which renders it impossible to make a disbursement as ordered by the User.

1.16. The Payment Operator shall not be a party to the agreement between the Buyer and Sellers and shall not be held liable for undue performance or failure to perform any agreements entered into by Users, except for actions related to PayU Service. In particular, the Payment Operator shall not be held liable for Sellers' ability to conclude and perform agreements on the sale of goods or services, or for Buyers' solvency.

### **PayU Service progress statuses**

1.17. Information on the status of PayU Service and information required to identify the User's payment transactions and disbursements ordered in the manner referred to in Article 5 shall be available in the User's Account and also sent by the Payment Operator to the e-mail address provided by the User. The aforementioned information shall be made available in a manner that enables the Seller to record and reproduce such information in an unchanged form.

### **Unauthorised payment transactions**

1.18. To prevent any unauthorised payment transactions, the User must not disclose their identification data (username, password) to any third parties.

1.19. The User shall immediately report to the Payment Operator any loss or unauthorised use of their identification data enabling the placement of a payment order. Such reports should be made in the manner referred to in Article 1.20. within the period of 13 months from the date of performing unauthorised or unduly performed payment transactions or from the date on which a payment transaction was to be performed. If the User fails to make the report within the aforementioned time limit, the User's claims against the Payment Operator concerning unauthorised, not performed or unduly performed payment services shall expire.

### **Contact with the Payment Operator**

1.20. The Payment Operator shall communicate with Users in the Polish language. This language shall be used to draft all the documents establishing relations between Users and the Payment Operator.

1.21. Any User's correspondence addressed to the Payment Operator must be sent in the written form to the Payment Operator's address or electronically at [allegrosupport@allegro.pl](mailto:allegrosupport@allegro.pl). Any correspondence should contain at least the User's name on Allegro and description of the issue. Electronic correspondence, as a rule, shall be via the e-mail address assigned to a given User's Account.

1.22. Upon the User's request submitted in the manner referred to in Article 1.21., these Terms and Conditions shall be provided by the Payment Operator in written (paper) form.

### **Costs of using PayU Service**

1.23. The User shall not bear any additional cost of the provision of PayU Service by the Payment Operator, except for separate disbursement orders in a special form specified in Articles 5.6. and 5.7. and the cases of the Seller verification using a foreign currency, described in Article 2.4. of the Terms and Conditions. Remuneration due to the Payment Operator for the provision of PayU Service shall be settled pursuant to a separate agreement concluded between Allegro.pl and the Payment Operator. The User shall bear fees related to the provision of PayU Service pursuant to agreements concluded by the User with payment service providers (a bank, a payment institution or an acquirer) and shall bear the costs of the transmission of data related to the use of PayU Service via the Internet.

1.24. Each User shall have constant access in their Account on Allegro (in "Allegro Finance" tab) to the electronic statement of transactions for the User related to PayU Service; however, after the period of 60 days, the User may access the data in an electronic form only upon a written request submitted to the Payment Operator, subject to Article 4.4.

## **ARTICLE 2. VERIFICATION PROCEDURE**

### **Verification procedure**

2.1. The User acknowledges that PayU Service involves the verification of financial credibility pursuant to Article 10 of the Act and consequently the principles of payment processing may vary due to, and certain terms of service provision may depend on, the risk group to which the User has been assigned. The Payment Operator shall analyse the risk of processing payments on the basis of data available when providing the PayU Service. In justified cases, the Payment Operator shall reserve the right to deny processing a certain payment, particularly if the Payment Operator reasonably suspects that the transaction paid for or the payment itself may be illegal. The Payment Operator shall not be held liable for damage suffered by the User due to the denial referred to in the preceding sentence.

2.2. The Payment Operator reserves the right to discontinue the provision of PayU Service for the User if the User's Account has been blocked or actions referred to in Articles 2.13 or 8.2. of the Allegro User Agreement have been taken. The Payment Operator may also block the settlement tool in the following circumstances:

- a. a change in the User's data, in particular of their bank account number or the number of an account maintained for the Seller in a different payment institution which has been indicated by the User as relevant for disbursements,
- b. invalid or incorrect data necessary to process a payment order,
- c. as a result of a notice or decision of a competent authority,
- d. suspicion of money laundering. In such a case, the Payment Operator shall notify the General Financial Information Inspector (GIIF) and then proceed as per GIIF's instructions.
- e. if the Payment Operator itself has reasonable concerns about the security of the Account or a Transaction.

2.3. The User acknowledges that payment instruments (in particular a payment card) may be used exclusively by their authorised holder, i.e. a person authorised to use an instrument under an agreement with its issuer. All confirmed law violations shall be reported to competent law enforcement authorities.

2.4. The User shall undergo the identification process referred to in the Act on Counteracting Money Laundering and Terrorist Financing, as amended, hereinafter referred to as "User Identification". For this purpose, the User shall transfer to the bank account indicated by the Payment Operator the amount of PLN 1.01 from the User's bank account referred to in Article 5.2. This amount shall be reimbursed in full by the Payment Operator to the User's bank account from which it was transferred, or it shall be added to the amount of the first disbursement referred to in Article 5. In exceptional cases the Payment Operator can make available to the User a bank account to make transfer in other currency than Polish zlotys and specify different amount of transfer than indicated above. In such situation, the transfer amount shall be reimbursed to the User at their explicit request in the manner specified in Article 7.2. below. The Payment Operator may also carry out the User Identification process applying a different procedure provided for in law. This Article shall apply accordingly to a change of the bank account referred to in Article 5.2. by the User.

2.5. The User shall comply with applicable provisions of law and the rules and procedures set out by the Payment Operator to ensure compliance with law and principles established by respective payment card associations.

## ARTICLE 3. PAYU SERVICE FOR BUYERS

### **Specific terms of the provision of PayU Service for Buyers**

3.1. When providing PayU Service for the Buyer, the Payment Operator shall transfer the funds received to the Seller by booking them in the settlement tool. PayU Service for the Buyer shall be provided not later than until the end of the next business day following the day when the Payment Operator receives a payment order from the Buyer. The time of receiving a payment order by the Payment Operator shall be the time of crediting the Payment Operator's bank account with the

Buyer's payment for an Item. The Buyer may not withdraw a payment order after it has been received by the Payment Operator.

3.2. The Payment Operator shall provide PayU Service on the basis of a payment order placed by the Buyer using the order form in which the Buyer indicates the Seller (the Buyer may place several orders at the same time by indicating several Sellers), the amount of payment and the legal basis for the payment. If the Payment Operator does not receive any payment order within a maximum period of 10 days after placing the payment order, the order shall be assigned the "cancelled" status.

3.3. In PayU Service, the Payment Operator offers to Buyers the following payment channels supported by providers of payment services:

- a. electronic transfers, including non-cash payments;
- b. traditional non-online transfers or other electronic transfers,
- c. payments by payment cards, including non-cash payments by payment cards licensed by banks to make online transactions, in the case of payments for Items in selected categories,
- d. other payment options made available by the Payment Operator that allow Buyers to settle their financial obligations with Sellers.

3.4. The relevant bank, the acquirer or the Payment Operator may impose on a particular Buyer minimum and maximum amounts of transactions made via PayU Service.

3.5. In addition, PayU Service enables the Buyer to:

- a. store and change their personal data and address details;
- b. save the previously used payment option;
- c. access the history of payments made to Sellers;
- d. access payment statuses ("started", "cancelled", "ended");
- e. define payment channels and store such data in the system to facilitate payments for the Buyer. This option shall be available only to Buyers who completed the registration referred to in Article 3.7;
- f. order the payment of an additional amount if the amount already paid to the Seller has not complied with the Item purchase costs agreed with the Seller.

## ARTICLE 4. TERMS OF DISBURSEMENTS

### **Specific terms of the provision of PayU Service for Sellers**

4.1. When providing PayU Service to the Seller, the Payment Operator shall manage a settlement tool for the Seller and, upon the Seller's order, shall initiate a transfer of funds accrued therein to the bank account an account maintained for the Seller in a different payment institution indicated by the Seller or shall initiate the disbursement of the funds by postal order under the terms provided for in Article 5.5.c As part of PayU Service, the Payment Operator shall receive in the Seller's settlement tool payments made by Buyers in connection with Transactions concluded on Allegro.

4.2. In addition, PayU Service enables Sellers to:

- a. access the history of credited payments made by Buyers;
- b. refund amounts paid by the Buyer, where such refund may be ordered within 12 months from the date of making the payment. The refund is proceeded on conditions that there are sufficient funds in the settlement tool corresponding to the amount of requested refund.

4.3. If the User fails to fill in or only partially fills in the configuration form referred to in Article 5.3. or if the User identification is not possible, the Seller must not claim that the Buyer has not paid for an Item if funds transferred by the Buyer to the Seller as a payment for the Item have been fully booked in the settlement tool.

4.4. The Seller who has filled in the configuration form in "Allegro Finance" section on Allegro correctly and in full shall have access to the electronic statement of payment transactions for a period longer than the one indicated in Article 1.24, however, not longer than 12 months from their making, but must generate such statements by themselves. After the 12-months' period, the User may obtain the aforementioned data in an electronic form only upon a written request submitted to the Payment Operator.

## ARTICLE 5. TERMS OF DISBURSEMENTS

### **General terms of disbursements**

5.1. In PayU Service, the Payment Operator shall provide the User with a limited functionality payment instrument that enables the User to transfer the funds booked in the User's settlement tool to the bank account or an account maintained for the Seller in a different payment institution.

### **The time the disbursement order is received by the Payment Operator**

5.2. The Payment Operator shall disburse funds booked in the User's settlement tool not later than until the end of the next business day following the day when the Payment Operator receives the disbursement order from the User. A disbursement order shall be deemed received:

- a. when the Payment Operator receives an order placed by the User — in the case payouts on demand. The User may not withdraw a payment order after it has been received by the Payment Operator;
- b. at the beginning of the day indicated by the User in the configuration form — in the case automatic payouts the User may withdraw their order of recurring disbursement not later than until



the end of the business day preceding the disbursement date indicated by the User recurring disbursement order.

c. at the beginning of the day immediately after the day the Fundraiser organised in Allegro Lokalnie has ended – as per Appendix No. 13 to the User Agreement. If the Payment Operator receives the payment instruction on the day which is not a business day for it, the payment instruction shall be deemed received on the first business day after that date.

If the Payment Operator receives the disbursement order on a day that is not a business day for the Payment Operator, such order shall be deemed to have been received on the first business day after that day.

### **Scope of information necessary to make a disbursement**

5.3. In order to make the disbursement referred to in Article 5, the User should fill in the configuration form available on Allegro pages in "Allegro Finance" section. When filling in the configuration form, the User shall provide the following data: their name and surname, address, e-mail address, phone number, the IBAN bank account number (for numbers commencing with a prefix other than PL – including the correct SWIFT code) or the account identifier for accounts maintained on behalf of the Seller in another payment institution, to which funds accrued in the settlement tool are to be transferred. The above User's data should comply with the data of the holder of the bank account or respectively, the holder of the account maintained with a different payment institution, from which a payment related to the User Identification will be made. In the case of Junior Account, it is possible to provide in the aforementioned form the data of a legal guardian of the Account User. In the case of Business Account, the User should provide official personal ID number (PESEL) or, if no such number is available, the date of birth and the number of the identity card of the person authorised to represent the User.

5.4. The disbursement referred to in Article 5 shall produce legal effects for the User if correct credentials (username and password) have been entered when configuring a bank account or an account in a different payment institution in to the Seller's Account.

### **Frequency of disbursements**

5.5. When using the payment instrument referred to in Article 5.1., the User may order a disbursement:

a. to a bank account in the IBAN format with the PL prefix and to an account maintained for the Seller in a different payment institution holding settlement accounts in the IBAN format with the PL prefix:

i. as a one-time disbursement (disbursement on demand);

ii. as a recurring disbursement (automatic disbursements; when placing an order for automatic disbursements, the User defines the frequency thereof, selecting a daily, weekly or monthly payout schedule, and indicating the day of the week of order execution (from Monday to Friday). An

automatic disbursement can be processed if the amount in the settlement tool is at least PLN 20 on the day indicated in the automatic disbursement order.

b. to a bank account in the IBAN format with a prefix other than PL and to an account maintained for the Seller in other payment institution n holding settlement accounts in the IBAN format with a prefix other than PL:

i. as a recurring disbursement (automatic disbursements); such an order shall be accepted for processing on the first day of the month for amounts below the equivalent of PLN 100, and on the first day and fourteenth day of the month for amounts higher than the equivalent of PLN 100 (if the 1st or the 14th day of the month is Saturday or Sunday or a public holiday, the disbursement order shall be processed on the next business day). Such an order shall also be accepted for processing on any day if the amount in the settlement tool is equal at least equivalent of PLN 10,000.

The User may place a separate order of disbursement to accounts indicated in this letter b, upon agreeing first with the Operator the fee for such order to be paid by the User.

c. by postal order on condition that the amount of such funds does not exceed PLN 800. Such orders shall be accepted and processed on the first day of the month. If the first day of the month is Saturday or Sunday or a public holiday, the disbursement order shall be processed on the next business day. The User may place a separate order of disbursement by postal order at the time different than indicated above, upon agreeing first with the Operator the fees for such order to be paid by the User.

5.6. A disbursement by the User of funds booked in the settlement tool to accounts defined in Article 5.5(b) shall be conditional upon:

a. the User's bank providing the possibility of settling disbursements in a currency made available by the Payment Operator and, if such bank does not settle payments in currency made available by the Payment Operator, the Payment Operator shall not be able to disburse the funds until the User changes the account to an account in a bank that settles transactions in a currency supported by the Payment Operator; and

b. the account defined in Article 5.5(b) being maintained by a bank or a financial institution with its registered office in one of European Union Member States or in an ecountry respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

### **Disbursement Withholding cases**

5.7. In connection with the agreement concluded by and between the Seller and Allegro.pl on the basis of the Allegro User Agreement, the Payment Operator, in the case of receiving such an order from Allegro.pl, is entitled to temporarily withhold the disbursement of the funds recorded in the settlement tool maintained for Sellers operating in the form of a Business Account (hereinafter "Disbursement Withholding") who meet the following criteria:

a. they have been qualified to the group of Sellers whose Transactions involve a higher risk level, on the basis of the qualification conducted in accordance with the parameters indicated in Article 5.11 below, or

b. they 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 or outside the United Kingdom of Great Britain and Northern Ireland. In relation to those Sellers, as regards disbursements, the provisions of Article 5.14(b) below shall always apply.

c. they post Listings in categories referred to in Article 5.9 of the Allegro User Agreement. In relation to those Sellers, as regards disbursements, the provisions of Article 5.12(c) below shall always apply.

A Disbursement Withholding shall be carried out by the Payment Operator at the order of and on the basis of the information provided by Allegro.pl.

5.8. Transactions involving a higher risk level shall mean the Transactions in which there is a higher probability that Buyers would request the payment of compensations under the Buyer Protection Programme in accordance with the provisions of Appendix No. 9 to the Allegro User Agreement (hereinafter: "Potentially Risky Transactions").

#### **Disbursement Withholding criteria.**

5.9. Subject to Article 5.12 below, Disbursement Withholding relates to Sellers' Accounts in which the turnover for all of them jointly 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 for Disbursement Withholding. Moreover, for Disbursement Withholding may also qualify those Sellers who meet, jointly in all their Business Accounts and regardless of the type of category in which they make sales, 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 for Disbursement Withholding come from Listings for which the declared Item delivery time as at the date of concluding the agreement with the Buyer for the Listing 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 with Buyers as part of Listings, has exceeded 0.2% of the number of all agreements concluded at that time as part of Listings. If, in the last 60 days, the Seller concluded less than 1000 agreements as part of Listings, 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 the Disbursement Withholding, Allegro.pl, on the basis of the Allegro User Agreement, restricted temporarily the Seller's access to particular services provided as part of Allegro or suspended, for a definite or indefinite time, one, several or all Accounts of the Seller on Allegro pursuant to Articles 2.13 and 8.4 of the Allegro User Agreement;

e. the Seller's average rating on the date of the qualification for Disbursement Withholding is below 4.900 (four and nine tenths).

### **Description of the Disbursement Withholding qualification procedure**

5.10. The qualification by Allegro.pl to the group of Sellers whose Transactions on Allegro are Potentially Risky Transactions shall be made on each first Wednesday of the month; however, if this day is a public holiday, the qualification shall be made on the next business day. Subsequent qualifications of a given Seller who has met the conditions specified in Article 5.9 shall be made in three-month intervals, counting each time from the date of the previous qualification for Disbursement Withholding. In the event when, after the lapse of the 3-month period indicated above, the Seller does no longer meet the conditions specified in Article 5.9, all the Seller's Accounts on Allegro shall be excluded from the group of Sellers whose Transactions are subject to Disbursement Withholding. In the event when, after the lapse of the 3-month period indicated above, the Seller does no longer meet the conditions specified in Article 5.9, all the Seller's Accounts shall be excluded from the group of Sellers whose Transactions are subject to Disbursement Withholding, and the funds booked after this time shall not be subject to Disbursement Withholding.

5.11. If the Seller holding several Accounts is qualified to the group of Sellers pursuant to Articles 5.7. and 5.9., then the Disbursement Withholding for the funds booked in the settlement tool maintained for this Seller shall be made in all Accounts of such Seller. Similarly, if the conditions set out in Article 5.9. are terminated, the release of Disbursement Withholding shall be made in all Accounts of such Seller.

5.12. Disbursement Withholding for funds booked in the Seller's settlement tool may be applied:

a. in the case of Sellers whose Transactions have been classified as Potentially Risky Transactions — maximally for the period which is the sum of the delivery time resulting from Listings of such Sellers and additional 7 calendar days, where this period may not exceed 45 days in total counted from the date of booking the funds in the Seller's settlement tool. The delivery time indicated in Listings shall mean the time counted in business days specified in the Seller's Listing in the "Delivery and payment" tab. If a Transaction covers more than one Listing of the Seller, the period indicated in the preceding sentence shall be counted according to the longest delivery time;

b. in the case of the Sellers referred in Article 5.7.b) above, with the registered office, registered business or actual place of business outside the European Economic Area or outside the United Kingdom of Great Britain and Northern Ireland, regardless of the classification of their Transactions as Potentially Risky Transactions — maximum up to 45 days from the date of booking the funds in the settlement tool of such Seller, where, in justified cases, this period may be reduced.

c. in the case of the Sellers referred to in Article 5.7(c) above, i.e. posting Listings in categories specified in Article 5.9 of the Allegro User Agreement – maximally for the period which is the sum of the delivery time resulting from Listings of such Sellers and additional 7 calendar days, where this period may not exceed 45 days in total counted from the date of booking the funds in the Seller's settlement tool. The delivery time indicated in Listings shall mean the time counted in business days specified in the Seller's Listing in the "Delivery and payment" tab. If a Transaction covers more than one Listing of the Seller, the period indicated in the preceding sentence shall be counted according to the longest delivery time.

5.13. The Payment Operator may at the Buyer's request reimburse to the Buyer the funds obtained from a Transaction subject to Disbursement Withholding, having met all the following conditions:

- a. The Buyer has notified Allegro.pl of missing delivery of the Item in the Transaction subject to Disbursement Withholding, and
- b. The Seller has not documented the fact of the fulfilment of the agreement concluded as part of the Transaction subject to Disbursement Withholding, although they received the request to do so from Allegro.pl and have not given response within 24 hours from the request, with Saturdays, Sundays and other public holidays being excluded from such response time. The fact of the fulfilment of the agreement concluded with the Buyer may be documented by the Seller in particular by sending to Allegro.pl a copy of the proof of the Item shipment, and
- c. The Seller is subject to a temporary restriction or suspension of access to particular services provided on Allegro pursuant to Articles 2.13 and 8.4 of the Allegro User Agreement and they are informed of the same by Allegro.pl by separate correspondence.

#### **Paying the fees due to Allegro.pl**

5.14. By accepting the Allegro User Agreement, the Seller who conducts activity as part of a Business Account as an entity whose registered office, registered business or actual place of business is outside the European Economic Area or outside the United Kingdom of Great Britain and Northern Ireland, shall authorise Allegro.pl to submit to the Payment Operator the order to pay from the Seller's settlement tool any fees and commissions due to Allegro.pl for the use of Allegro referred to in Appendix No. 4 to the Allegro User Agreement as soon as possible after the occurrence of the event resulting in the obligation to pay the aforementioned fees and commissions. The charged amount shall each time correspond to the current amounts due to Allegro.pl indicated in the Account and the Seller may not claim reimbursement of such amount within the meaning of Articles 47 and 48 of the Act. If the Seller withdraws the authorisation referred to in the preceding sentence, re-authorisation shall be granted exclusively via electronic mail and not through reacceptance of the Allegro User Agreement which would be carried out after the withdrawal of the authorisation.

#### **Disbursements to Allegro Lokalnie Fundraiser beneficiaries**

5.15. As part of the Fundraisers organised in Allegro Lokalnie, in relation to the agreement made by and between the User and Allegro.pl and pursuant to Appendix No. 13 to the Allegro Lokalnie Terms and Conditions, the Payment Operator shall disburse the funds to the bank account named

by the Fundraiser organiser as part of a one-off disbursement; such disbursement shall be made only once the Fundraiser has ended in accordance with Article 5.2.c) above.

5.16. Given the provisions of Appendix No. 13 to the Allegro Lokalnie Terms and Conditions, where the User organising the Fundraiser has failed to raise the planned amount for a given Fundraiser, even though the Fundraiser deadline has passed, and has failed to make the declaration that the funds raised in the Fundraiser by that time are sufficient to achieve the purpose of the Fundraiser, the Payment Operator shall transfer the funds raised so far to the bank account for a different Fundraiser named by the organiser pursuant to Article 10.13 of Appendix No. 13 to the Allegro Lokalnie Terms and Conditions.

5.17. The provisions on non-standard disbursements referred to in Articles 5.6–5.8 of this User Agreement do not apply to the disbursements to a given Fundraiser or Cause in Allegro Lokalnie.

## ARTICLE 6. PRIVACY AND CONFIDENTIALITY

### **Rules of personal data protection for Users using PayU Service**

6.1. Allegro.pl shall disclose personal data of Users, such as name, surname, residence address, username, e-mail address and phone number, to the Payment Operator to make it possible for the Payment Operator to provide PayU Service and to fulfil its obligations provided for in applicable law.

6.2. Personal data disclosed to the Payment Operator shall be the data necessary to provide PayU Service and fulfil obligations related to the provision thereof (i.e. such data as name, surname, street address, postal code, town/city, e-mail address, phone number, disbursement account number).

6.3. In the case of Users' personal data disclosed by Allegro.pl to the Payment Operator, apart from Allegro.pl., also the Payment Operator is the controller of such personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as "GDPR".

6.4. Users' personal data disclosed by Allegro.pl to the Payment Operator shall be processed pursuant to law, including, but not limited to, the GDPR, the Act on Providing Services by Electronic Means of 18 July 2002 and the Act.

6.5. The Payment Operator shall exercise due diligence when selecting and using appropriate technical and organisational measures ensuring the protection of processed data, including IT security measures (e.g. data encrypting systems). The Payment Operator shall protect data against their disclosure to unauthorised persons as well as against other cases of their disclosure, loss, destruction, unauthorised modification and illegal processing. The Payment Operator shall exercise permanent control over data processing and shall restrict access to data to the maximum possible extent, granting appropriate authorisations only when it is necessary to provide services in a proper manner.

6.6. The Payment Operator shall ensure that the Users whose personal data have been disclosed to it by Allegro.pl will be able to exercise their rights under the GDPR. The User has the right to access their data, the right to rectify data, the right to restrict their processing, the right to object to their processing, the right not to be subject to automated decisionmaking, including profiling, the right to data portability and the right to erase data.

6.7. Personal data of the Users whose personal data have been disclosed by Allegro.pl to the Payment Operator may be made available:

- a) to entities authorised to receive such data under applicable law, including competent judicial authorities, in particular as part of fulfilling the Payment Operator's obligations provided for in applicable laws and related to the provision of PayU Service by the Payment Operator;
- b) depending on the payment method selected by the User, such personal data may be made available to: banks, payment institutions, lending institutions, payment card associations, payment schemes) in order to provide PayU Service;
- c) in addition, to entities that support the activities of PayU, i.e. IT infrastructure providers, providers of payment risk analysis tools;
- d) to Sellers to inform them about the status of payment in PayU Service;
- e) to Allegro.pl to counter fraud on Allegro.

6.8. Due to the cooperation between the Payment Operator and Allegro.pl and the availability of PayU Service to Allegro Users, Allegro.pl shall have access to the information on PayU Service, in particular the information made available in the Account.

6.9. For more information about the rules of processing Users' personal data by PayU, please refer to PayU's Privacy Policy available [here](#).

## ARTICLE 7. COMPLAINTS PROCEDURE

### **Terms of accepting and handling complaints**

7.1. The User may lodge a complaint if the services specified herein have not been performed or their performance is inconsistent with the provisions hereof.

7.2. A complaint may be lodged:

- a. in writing to the Payment Operator's address;
- b. in an electronic form using the contact form available on Allegro at <https://poland.payu.com/pomoc/>;
- c. by phone: + 48 628 45 05 (calls billed at the rates of the User's provider), from Monday to Friday from 8.00 a.m. to 8 p.m. CET.

7.3. In the case data or information specified in a complaint must be supplemented, before handling the complaint, the Payment Operator shall request the person lodging the complaint to supplement it to the indicated extent.

7.4. The Payment Operator shall handle a complaint within 14 days of its receipt. If handling a complaint requires cooperation between the Payment Operator and the bank which participated in payment processing, this time-limit may be extended by the period necessary to obtain relevant information from the bank, however it may not exceed 35 business days after receiving the complaint. The Payment Operator shall inform the User about the extension of the handling period, indicating the reason for the delay, the circumstances to be clarified and the deadline for the final response.

7.5. PayU shall give its response to a complaint in writing or electronically if the User have agreed to that.

7.6. The User shall cooperate with the Payment Operator to clarify any issues connected with complaints handled by payment card issuers, in particular to provide all the necessary information about the Transaction under which the disputed payment has been made, and, upon each request of the Payment Operator, within 7 days from receiving such request, provide the Payment Operator with copies of documents relating to the Transaction under which the User received a card payment, including: a copy of the confirmation of shipping the Item ordered by the Buyer or the confirmation of the performance of the ordered service. The User shall retain such documents for the period of at least 24 months from the payment date.

7.7. The User may lodge a complaint with the authority supervising the Payment Operator concerning the Payment Operator's illegal actions.

7.8. If the User does not agree with the settlement of the complaint submitted by the Payment Operator, the User has the right to:

- a) request that the case be considered by the Financial Ombudsman;
- b) lodge a complaint against the PayU decision with the competent supervisory authority, which is the Polish Financial Supervision Authority (KNF);
- c) bring an action against the Payment Operator to a common court of general jurisdiction.

## ARTICLE 8. TERMS OF PAYMENT PROCESSING IN THE CASE OF SHOPPING WITHOUT REGISTRATION

### **Payments for shopping "without Registration"**

8.1. This Article provides for special terms of processing payments by the Payment Operator for Users who conclude Transactions without opening an Account, pursuant to Article 2.7. of the Allegro User Agreement. To the extent not specifically provided for in this Article, the remaining provisions of these Terms and Conditions shall apply.



8.2. Payment as defined in this Article shall mean a payment made by the Buyer to the Seller via PayU to satisfy the payment obligation resulting from a Transaction between the Buyer and the Seller, which is a single payment transaction as defined in the Act.

8.3. As part of the Service for Buyers referred to in Article 8.1., PayU shall not maintain any payment account or settlement tool.

8.4. To use PayU Service, the Buyer should provide the following data: their name, surname, street address, postal code, city/town, e-mail address, phone number. In justified cases, PayU shall be authorised to request other data from the Buyer necessary for the Payment risk assessment, except for the data referred to in Article 9 of the GDPR.

8.5. PayU shall provide PayU Service pursuant to the payment order received from the Buyer, which may be placed upon accepting the Allegro User Agreement, including these Terms and Conditions, and upon providing data specified in Article 8.4 above.

8.6. A payment order shall be deemed received by PayU on the day of crediting PayU's bank account with the amount of the Payment. If PayU receives a payment order on the day which is not a business day for PayU, the payment order shall be deemed received on the first business day following that date.

8.7. The Buyer shall be informed about the Payment made by an electronic notice which will make it possible to record the data contained therein.

## ARTICLE 9. AMENDMENTS TO THE TERMS AND CONDITIONS OF PAYU SERVICE

### **Rules on amending Terms and Conditions of PayU Service**

9.1. The Payment Operator shall notify the User of any amendments to the framework agreement included in these Terms and Conditions not later than 2 months prior to their proposed effective date. Such information shall be provided on Allegro website in a manner that enables its recording and unchanged reproduction of the data stored or in a written (paper) form, upon the User's request submitted according to the procedure specified in Article 1.21.

9.2. If the User does not object to amendments to the framework agreement prior to their effective date by notifying the Payment Operator of the same, it shall be deemed that the User has agreed to such amendments. If the User objects to amendments by writing to the Payment Operator's address but fails to terminate the framework agreement in the manner provided for in Article 9.3., the framework agreement shall expire on the day preceding directly the effective date of proposed amendments.

9.3. Prior to the proposed effective date of amendments, the User may terminate the framework agreement by sending a written declaration of termination to the Payment Operator's address. In such a case, the agreement shall be terminated with immediate effect, however the provision of already initiated PayU Services for Users shall be ended under the terms provided in these Terms and Conditions.

## ARTICLE 10. MISCELLANEOUS PROVISIONS

### **Opting out of PayU Service**

10.1. Within 14 days from the conclusion of the agreement referred to in Articles 1.3. and 1.4, the User may withdraw from it without stating any reasons, by sending a relevant statement by e-mail to [allegro@payu.pl](mailto:allegro@payu.pl) or by letter to: PayU S.A. 60-166 Poznań, ul. Grunwaldzka 186. However, if PayU Service is used and completed before the end of this time limit, such payment shall not be refundable. The User acknowledges that PayU Service shall be performed at their request immediately upon concluding the agreement on the provision of this Service.

10.2. The User may terminate the agreement referred to in Articles 1.3. and 1.4 at any time by sending a relevant statement by e-mail to [allegro@payu.pl](mailto:allegro@payu.pl) or by letter to: PayU S.A. 60-166 Poznań, ul. Grunwaldzka 186.

### **Allegro Buyer Protection Programme**

10.3. All Buyers who have made purchases on Allegro using PayU Service shall be protected under the Terms and Conditions of Allegro Buyer Protection Program available at: <https://allegro.pl/regulamin/pl/artykul/appendix-no-9-3GrO8jgZquR>

### **Reference to Allegro User Agreement**

10.4. In matters not governed herein and as regards defining any capitalised terms used herein, Allegro User Agreement shall apply, unless specified otherwise herein.

### **Governing law**

10.5. The agreement between the User and Allegro.pl and the agreement between the User and the Payment Operator concerning services provided by the Payment Operator as part of PayU Service on terms set forth herein shall be governed by Polish law.

## Appendix No. 7B

## Terms and Conditions of Przelewy24 Service

### ARTICLE 1. TERMS AND CONDITIONS OF SERVICE PROVISION

These Terms and Conditions provide for the terms and conditions of the provision of payment services within the meaning of the Act on Payment Services of 19 August 2011 (hereinafter referred to as "the Act") by PayPro S.A. to Users on Allegro. In particular, these Terms and Conditions provide for the rules for making disbursements of funds booked in the settlement tool maintained for the Seller by the payment operator under the framework agreement on payment services within the meaning of the Act and the rules for making payments by Buyers, including the entities referred to in Article 2.7. of Allegro User Agreement who do not have an Account, for purchased Items using

Przelewy24 Service, which are single payment transactions as defined in the Act, and the rules for handling payments of commissions and fees by Users to Allegro.pl.

### **Information on Przelewy24 Service provider**

1.1. The entity providing the payment service, hereinafter referred to in these Terms and Conditions as "Przelewy24 Service", to Users shall be PayPro S.A. with the registered office in Poznań at ul. Kanclerska 15, 60-327 Poznań, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań – Nowe Miasto and Wilda, 8th Commercial Division of the National Court Register under KRS no. 0000347935, share capital of PLN 4,500,000.00, paid in full, taxpayer's ID No. (NIP): 7792369887, hereinafter referred to as "PayPro". During the provision of Przelewy24 Service, PayPro shall act as the provider of payment services within the meaning of the Act. PayPro may perform activities as part of Przelewy24 Service through an agent within the meaning of the Act, which is: DialCom24 sp. z o.o. with its registered office in Poznań (60-327) at ul. Kanclerska 15, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000306513, taxpayer's ID No. (NIP): 781-17338-52, company statistical No. (REGON): 634509164. PayPro shall be supervised by the Polish Financial Supervision Authority. PayPro has been entered into the register of national payment institutions kept by the Polish Financial Supervision Authority under No. IP 24/2014. The principal place of business is the aforementioned registered office of PayPro S.A., mailing address: ul. Kanclerska 15, 60-327 Poznań; e-mail address: [serwis@przelewy24.pl](mailto:serwis@przelewy24.pl).

### **Overview of major features of the Przelewy24 Service**

1.2. Przelewy24 Service is a payment service within the meaning of the Act, which consists in:

- a. making disbursements of financial resources booked in the settlement tool maintained for the Seller as part of Przelewy24 Service and performing all actions necessary to maintain the settlement tool in which the Seller's payments and disbursements will be booked;
- b. performing payment transactions, including the transfer of funds from the Buyer to the Seller;
- c. enabling the acceptance of payment instruments and the performance of payment transactions, initiated with the Buyer's payment instrument by the Seller or through it, involving in particular the handling of the acquiring process, sending the Buyer's or the Seller's payment orders to the issuer of the payment instrument or payment systems, in order to transfer to the Seller the funds due to them, except for activities consisting in its settlement and clearing in a payment system within the meaning of the Act of 24 August 2001 on Settlement Finality in Payment and Securities Settlement Systems and on the Principles of Supervising Such Systems.

1.2a. As Przelewy24 Service PayPro may also provide a payment service aimed at enabling Users to make payments of commission and fees to Allegro.pl for services provided by Allegro.pl on Allegro website, if Allegro.pl makes such a functionality available. In such a case, however, this shall mean a payment service enabling the acceptance of payment instruments of Users who intend to pay such commissions or fees (hereinafter referred to as "Commission Payers") and the performance of

payment transactions initiated with the Commission Payer's payment instrument via Allegro.pl, involving, in particular, the handling of the acquiring process, sending the Commission Payer's payment orders to the issuer of the payment instrument or payment systems, in order to transfer to Allegro.pl the commissions and fees due to Allegro.pl, except for activities consisting in its settlement and clearing in a payment system within the meaning of the Act of 24 August 2001 on Settlement Finality in Payment and Securities Settlement Systems and on the Principles of Supervising Such Systems

1.3. The payment service referred to in Article 1.2. above shall be provided, for a specific payment transaction, on condition of the existence of a financial obligation resulting from an agreement concluded between Sellers and Buyers in a Transaction. Payment transactions related to Transactions in categories listed in Part III of Appendix No. 4 (Sale commissions) which are not subject to a success fee shall not be processed via Przelewy24 Service.

1.3a. The payment service referred to in Article 1.2a. above shall be provided for a specific payment transaction on condition of the existence of the User's financial obligation resulting from the Allegro User Agreement.

1.4. Przelewy24 Service for Sellers that includes the payment service referred to in Article 1.2. shall be provided under a framework agreement within the meaning of the Act (hereinafter "the Framework Agreement"), the provisions of which have been presented herein. Any references herein to a settlement tool shall be understood as references to a tool maintained for the Seller by PayPro for the purpose of Przelewy24 Service, which shall be used solely to record payments from Buyers and disbursements to the Seller.

1.5. PayPro shall complete payment orders of the Buyers referred to in Article 1.2. under an agreement on a single payment transaction within the meaning of the Act. Specific principles concerning the completion of payment orders of Buyers (including Users who do not have Accounts on Allegro) are provided for in Article 6 hereof.

1.5a. PayPro shall complete payment orders of the Commission Payers referred to in Article 1.2a. under an agreement on a single payment transaction within the meaning of the Act. Specific principles concerning the completion of payment orders of Commission Payers are provided for in Article 6a hereof.

1.6. The Framework Agreement between PayPro and the Seller shall be concluded upon approval of the Terms and Conditions of Przelewy24 Service, where such approval is given by accepting the Allegro User Agreement in connection with the conclusion by the Seller with Allegro.pl of the agreement on the provision of services on Allegro on the terms provided for in the Allegro User Agreement.

1.7. The Terms and Conditions of Przelewy24 Service shall be approved of by expressing consent in the forms made available to Users on Allegro.

1.8. The text of these Terms and Conditions, including the Framework Agreement, shall be available at <https://allegro.pl/terms/attachment/7b> in a manner that enables its recording and unchanged reproduction of the data stored.

1.9. By accepting these Terms and Conditions, a User agrees that the information contained herein may be posted on the aforementioned website before the conclusion of the Framework Agreement, thus constituting a draft Framework Agreement made available to each User. The text of the Framework Agreement shall be available on the website throughout its entire term, and this is the way in which it shall be available to Users.

1.10. The access to all features of Przelewy24 Service by the Seller who has concluded the Framework Agreement, in particular the possibility of using the settlement tool, shall depend on the positive outcome of the User Identification and Verification procedure referred to in Article 3 prior to the performance of the first payment transaction, including the making of a verification bank transfer for the purposes of the Identification and Verification process. Until the conditions of using all features of Przelewy24 Service are satisfied, PayPro under the Framework Agreement concluded with the Seller shall grant access only to the feature of conditional acceptance by the Seller of payments from Buyers in the Listings for which Allegro.pl will make available the "Raty Od.Nowa" service, the "Allegro Zapłać Później" deferred payments service and Allegro Pay service. The funds paid in this manner shall be made available and disbursed to the Seller only after the aforementioned conditions of access to all features of Przelewy24 Service are satisfied. In the case when these conditions are not met by the Seller within the time limit specified in the terms and conditions of the "Raty Od.Nowa" service and in the terms and conditions of the "Allegro Zapłać Później" service or Allegro Pay, these funds shall be refunded to the Buyer, for which the Seller grants their consent by concluding the Framework Agreement with PayPro.

1.11. The Framework Agreement on the provision of Przelewy24 Service for Sellers shall be concluded for an indefinite period, however not longer than the term of the agreement referred to in Article 2.5. of Allegro User Agreement. Termination of the agreement with Allegro.pl referred to in Article 2.5. of Allegro User Agreement shall also result in the termination of the Framework Agreement concluded with PayPro.

1.12. Users shall not be required to open a bank account to be able to use Przelewy24 Service, and any transactions performed as part of Przelewy24 Service shall not be considered bank operations as defined in the Banking Law. Funds booked in the settlement tool maintained by PayPro for the Seller shall not bear interest.

1.13 As part of Przelewy24 Service, it is possible to transfer (disburse), upon the Seller's instruction, funds booked in the settlement tool maintained by PayPro for the Seller by bank transfer to the bank account or the account maintained for the Seller in a different payment institution specified by the Seller, referred to in Article 5.3.

1.14. To provide Przelewy24 Service, PayPro shall use services offered by specialised financial institutions chosen with due diligence.

1.15. Przelewy24 Service can be provided to Users who have equipment enabling them to access the Internet, including software to browse through online resources, and an account maintained by a bank or a financial institution with its registered office in one of European Union Member States or in a country respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

1.16. In the case of any references herein to a time limit expressed in business days, "business day" shall mean any day from Monday to Friday, except for public holidays.

1.17. Any financial transactions relating to Przelewy24 Service shall be made the Polish currency or in a different currency supported by PayPro.

1.18. Przelewy24 Service shall be used to make payments, particularly payments of Buyers' financial obligations towards Sellers resulting directly from agreements concluded in Transactions, and to make disbursements of funds resulting from concluded Transactions to Sellers pursuant to Article 5 and may also be used to pay fees and commissions to Allegro.pl referred to in Article 1.2a.

1.19. Each payment transaction performed as part of Przelewy24 Service shall be assigned a unique payment number, hereinafter referred to as "Payment Identifier".

#### **Przelewy24 Service progress statuses**

1.20. Information on the status of Przelewy24 Service and information required to identify payment transactions performed for the Seller and disbursements ordered in the manner referred to in Article 5 and the payment of fees and commissions to Allegro.pl referred to in Article 1.2a. shall be available in the User's Account on Allegro and also sent by PayPro through Allegro.pl acting upon the order of PayPro to the e-mail address provided by the User. The aforementioned information shall be made available in a manner that enables the User to store and reproduce such information in an unchanged form. When accepting these Terms and Conditions, the User agrees to the method of providing information on payment transactions as described above.

#### **Unauthorised payment transactions**

1.21. To prevent any unauthorised payment transactions, the Seller must not disclose their Account access data (username, password) to any third parties, as such data make it possible to use the Account's functionalities, including the placement of orders to disburse funds booked in the settlement tool maintained as part of Przelewy24 Service.

1.22. The Seller shall immediately report to PayPro any loss or unauthorised use of their identification data enabling the placement of a payment order. Such reports should be made in the manner referred to in Articles 1.23. and 1.24. within 13 months from the day on of making unauthorised or unduly performed payment transactions or from the day on which the transaction was to be performed. If the Seller fails to make the report within the aforementioned time limit, the Seller's claims against PayPro concerning unauthorised, not performed or improperly performed payment services shall expire.

## **Contact with PayPro**

1.23. PayPro shall communicate with Users in the Polish language. This language shall be used to draft all the documents establishing relations between Users and PayPro.

1.24. Any User's correspondence addressed to PayPro must be sent in the written form to PayPro's address or electronically at [allegrosupport@allegro.pl](mailto:allegrosupport@allegro.pl), except for complaints and statements on withdrawal from and termination of the agreement, for which the communications means and form have been described separately in these Terms and Conditions. Any correspondence should contain at least the User's name on Allegro and description of the issue. Electronic correspondence, as a rule, shall be via the e-mail address assigned to a given User's Account.

1.25. Upon the User's request submitted in the manner referred to in Article 1.24., these Terms and Conditions shall be provided by PayPro and Allegro.pl in written form or on other durable medium and, upon the User's request and with their consent, by e-mail.

## **Costs of using Przelewy24 Service**

1.26. The User shall not pay to PayPro any fees for using Przelewy24 Service, except for fees for completing separate disbursement orders in a special form specified in Articles 5.6. and 5.7. Remuneration due to PayPro for the provision of Przelewy24 Service on Allegro shall be settled pursuant to a separate agreement concluded between Allegro.pl and PayPro. The User shall bear fees related to the provision of Przelewy24 Service pursuant to agreements concluded by the User with payment service providers (a bank or an acquirer) and shall bear the costs of the online transmission of data related to the use of Przelewy24 Service.

1.27. The Seller shall have constant access in their Account on Allegro to the electronic statement of transactions for the Seller related to Przelewy24 Service; however, after the period of 60 days, the Seller may access the data in an electronic form only upon a written request submitted to PayPro, subject to Article 4.3.

## **ARTICLE 2. PAYPRO'S LIABILITY**

### **Liability for non-performance or undue performance of a payment transaction**

2.1. If a payment transaction is initiated by the User (acting as a payer, i.e. as the party placing a payment order), PayPro shall be liable to the User for non-performance or undue performance of the payment transaction, unless:

- a. the User has failed to notify PayPro of any unauthorised, not performed or unduly performed payment transactions as part of Przelewy24 Service within the time-limit specified in Article 1.22;
- b. the Payment Identifier provided by the User is incorrect;
- c. the failure to perform or undue performance of payment as part of Przelewy24 Service is due to force majeure only;

d. the failure to perform or undue performance of payment as part of Przelewy24 Service results from other legal regulations;

e. PayPro proves that the User's provider received the payment order in paper form and the delay in the performance of the payment order did not exceed one business day.

2.2. In the case of PayPro's liability referred to in Article 2.1., PayPro shall promptly reimburse to the User the amount of the non-performed or unduly performed payment transaction.

2.3. If the payment account of Pay Pro being the Seller's provider has been credited pursuant to Article 54 of the Act, PayPro shall be liable to the Seller for nonperformance or undue performance of a payment transaction. In such a case, PayPro shall immediately make available to the Seller the amount of the payment transaction by booking it in the settlement tool and making it possible to make the disbursement referred to in Article 5 or shall book the appropriate amount in order to bring the balance of funds booked in the Seller's settlement tool to the state that would have existed if non-performance or undue performance of the payment transaction had not occurred.

#### **Liability for the correct transfer of a payment order**

2.4. If the Buyer's payment order is initiated by or through the Seller, subject to Article 44(2), Article 143(2) and Article 149 of the Act, PayPro (being the Seller's provider) shall be liable to the Seller for the correct transfer of the payment order to the Buyer's payment service provider pursuant to Article 56 of the Act. If PayPro is liable according to the preceding sentence, it shall immediately transfer the payment order again to the Buyer's provider.

2.5. In the case of a non-performed or unduly performed payment transaction for which PayPro is not liable under Article 2.4 above, the liability to the Buyer shall be borne by their payment service provider. In such a case, the provisions of Article 144(2) of the Act shall apply.

2.5a. The provisions of Articles 2.4 and 2.5 shall apply accordingly when the Commission Payer's payment order is initiated via Allegro.pl.

#### **Reimbursement of the amount of an unauthorised payment transaction**

2.6. Subject to Article 44(2) of the Act, in the case of an unauthorised payment transaction, the Buyer's payment service provider referred to in Article 6.5 (i.e. the provider of the payment service for the Buyer's payment instrument used in connection with the ordering of a single payment transaction for the Seller), shall immediately—however not later than until the end of the business day following the day on which the unauthorised transaction which debited the payer's account is confirmed, or following the day of receiving the relevant notice—reimburse to the Buyer the amount of the unauthorised payment transaction, except for the case of the existence of justified and duly evidenced grounds to suspect fraud, which shall be notified in writing to the prosecution agencies, and, if the Buyer uses a payment account, bring the debited payment account to the state that would have existed if the unauthorised payment transaction had not occurred.



2.7. The Buyer shall be liable for unauthorised payment transactions up to the equivalent in the Polish currency of EUR 150 determined at the average exchange rate announced by the National Bank of Poland applicable on the transaction date if an unauthorised transaction results from:

- a. the use of a payment instrument lost by the Buyer or stolen from the Buyer, or
- b. the misappropriation of the Buyer's payment instrument.

Except for the cases when:

c. the Buyer was unable to identify the loss, theft or misappropriation of the payment instrument prior to the making of the payment transaction (unless they acted intentionally) or d. the loss of the payment instrument prior to the payment transaction was caused by the act or omission by an employee, agent or branch of the payer's provider or the entity providing to them technical services supporting the provision of payment services referred to in Article 6(10) of the Act.

2.8. The Buyer shall be held liable for unauthorised payment transactions in their full amounts if the Buyer has caused them intentionally or as a result of the violation of at least one of the obligations referred to in Article 42 of the Act, where such violation is intentional or results from gross negligence.

However, if:

- a. the Buyer's provider does not require any strong user authentication, the Buyer shall not be held liable for unauthorised payment transactions, unless they acted intentionally;
- b. PayPro, as the Seller's provider under the Framework Agreement, does not accept strong user authentication, PayPro shall be held liable for damages incurred by the payer's provider.

2.9. The Buyer shall not be held liable for unauthorised payment transactions after notifying their payment service provider referred to in Article 6.5 or an entity indicated by such provider of the loss, theft, misappropriation or unauthorised use of a payment instrument or unauthorised access to this instrument, unless the payer has caused the unauthorised transaction intentionally.

2.10. If the Buyer's payment service provider referred to in Article 6.5 fails to provide appropriate means to enable the Buyer to make the notification referred to in Article 2.9 at any time, the Buyer shall not be held liable for unauthorised payment transactions unless the Buyer has caused an unauthorised transaction intentionally.

2.10a. The provisions of Articles 2.6 to 2.10 as applicable to the Buyer and their payment service provider shall apply accordingly to the Commission Payer and their payment service provider.

### **PayPro's actions**

2.11. In the situation when PayPro acts as the payer's provider, that is when, pursuant to an agreement on a single payment transaction with the Buyer's payment service provider or pursuant to the Framework Agreement with the payment service provider, makes a disbursement initiated by the Seller (acting as the payer for the disbursement order), PayPro, irrespective of the liability under Article 144(1) of the Act, upon the payer's request, shall take immediate measures to track the payment transaction and shall notify the payer of their result, where such activities are free of charge for the payer.

2.12. In the situation when PayPro acts as the payee's provider, that is when, pursuant to the Framework Agreement, is the operator of a payment transaction initiated by or through the Seller other than the one referred to in Article 2.11, irrespective of the liability held under Article 145(1) and (3) of the Act, PayPro, upon the Seller's request, shall take immediate efforts to track the payment transaction and shall notify the Seller of their result, where such activities are free of charge for the payee.

2.13. PayPro's liability held under Article 144 and Article 145 of the Act shall also cover fees and interest charged to the User as a result of non-performance or undue, including delayed, performance of a payment transaction by PayPro.

2.14. Pursuant to Articles 47 and 48 of the Act, PayPro shall not be held liable to the Seller for the reimbursement to the Buyer of the amount of an authorised payment transaction initiated by or through the Seller, which has already been carried out, if, at the time of the authorisation, the exact amount of the payment transaction has not been specified and the amount of the payment transaction is higher than the amount that the Buyer could have expected, taking into account the type and value of the Buyer's previous transactions, the provisions of the framework agreement with the Buyer's payment service provider referred to in Article 6.5 and relevant circumstances. PayPro shall bear this liability to the Buyer in the event when PayPro is the Buyer's payment service provider. In this case, the Buyer may request the reimbursement of the amount of an authorised payment transaction from their provider in the full amount of the completed payment transaction.

2.15. In the case referred to in Article 2.14., the Buyer may request the reimbursement of the amount of an authorised payment transaction from their payment service provider within 8 weeks from the date of debiting the payment account and, if the Buyer does not use any payment account, from the date of performing the payment transaction. The Buyer's provider should reimburse the full amount of the payment transaction within 10 business days from the receipt of the reimbursement request, or provide reasons for the refusal to make the reimbursement, indicating the authorities to which the Buyer may make a complaint if they disagree with the presented justification.

2.16. PayPro shall not be held liable for any delays in transferring due funds to the payment account or address indicated by the Seller under the rules specified in Article 4 due to the failure to provide data or due to the provision of inaccurate or incomplete data by the Seller, which renders it impossible to make a bank transfer or postal order.

2.17. PayPro shall not be a party to the agreement between the Buyer and Sellers and shall not be held liable for undue performance or failure to perform any agreements entered into by Users,

except for actions related to Przelewy24 Service. In particular, PayPro shall not be held liable for Sellers' ability to conclude and perform agreements on the sale of goods or services on Allegro, or for Buyers' solvency.

2.18. PayPro shall not be held liable for any failure to make or delay in making a disbursement of funds to the Seller's payment account referred to in Article 5.3 due to reasons arising after the submitting by PayPro of a transfer order to a bank or payment institution.

2.19. PayPro, to the extent to which it performs acts as part of Przelewy24 Service via the agent referred to in Article 1.1. above, shall be liable for the agent as for its own actions and omissions.

2.19a. The provisions of Articles 2.11 to 2.19 shall apply accordingly to the payment service referred to in Article 1.2a., which means that in these provisions applied accordingly, the Buyer shall be replaced by the Commission Payer and the Seller (as the recipient of the payment) shall be replaced by Allegro.pl (as the recipient of commission and fee payments).

## ARTICLE 3. IDENTIFICATION AND VERIFICATION PROCEDURE

### **Verification procedure**

3.1. The User acknowledges that, due to the conclusion of the Framework Agreement concerning Przelewy24 Service and during its provision, PayPro shall carry out the qualification of financial credibility pursuant to Article 10 of the Act, the assessment of the risk of money laundering and terrorist financing, as well as PayPro shall implement security measures required by law, and consequently may vary the principles of payment processing due to, or make certain terms of service provision dependent on, the risk group to which the Seller has been assigned. PayPro shall analyse the risk of processing payments on the basis of data available when providing Przelewy24 Service. In justified cases, PayPro shall reserve the right to deny processing a certain payment, particularly if PayPro reasonably suspects that the transaction paid for or the payment itself may be illegal.

3.2. If the Seller's Account on Allegro website has been blocked or actions referred to in Articles 2.13 or 8.2. of Allegro User Agreement have been taken, the provision of Przelewy24 Service shall be suspended. In addition, PayPro may block a settlement tool in the following circumstances:

- a. the Seller's use of Przelewy24 Service to violate or circumvent law, the principles of fair dealing or these Terms and Conditions;
- b. unauthorised use of Przelewy24 Service by the Seller or a third party acting in concert or with the Seller's expressed or implied consent;
- c. invalid or incorrect data necessary to process a payment order;
- d. as a result of a notice or decision of a competent authority;
- e. suspicion of money laundering. In such a case, PayPro shall notify the General Financial Information Inspector (GIIF) and then proceed as per GIIF's instructions;

f. offering by the Seller, in Transactions subject to Przelewy24 Service, forbidden or restricted Items without meeting the required conditions referred to in Appendix 1 to Allegro User Agreement.

3.3. The User acknowledges that payment instruments (in particular the payment card) applied to use Przelewy24 Service may be used by:

a. a holder of a payment instrument (including, but not limited to, a payment card), i.e. a natural person, a legal person or other entity, which, under an electronic payment instrument agreement, performs transactions specified in such agreement on their own behalf and for their own account, and

b. a payment card user, i.e. a natural person authorised by the card holder to perform, on behalf of and for the holder, transactions specified in the agreement, whose identification data are stated on the payment card.

3.4. All confirmed law violations related thereto shall be reported to competent law enforcement authorities. Information containing the description of measures that the User should take to securely store the payment instrument should be provided to the User by their payment service provider which makes this payment instrument available to the User.

3.5. The Seller shall undergo the identification and verification process referred to in the Act on Counteracting Money Laundering and Terrorist Financing, hereinafter referred to as "User Identification and Verification". For this purpose, Allegro.pl shall provide PayPro with basic data referred to in Article 7.1. and the Seller should transfer to the payment account indicated by PayPro the amount of PLN 1.01 from the Seller's payment account referred to in Article 5.3. This amount shall be reimbursed in full by PayPro to the Seller's payment account from which it was transferred. PayPro may also carry out extended User Identification and Verification process applying a procedure provided for in law, which enables PayPro to request the Seller, for this purpose, to provide other required identification and verification data. This Article shall apply accordingly to a change of the payment account referred to in Article 5.3. by the Seller.

3.6. The User shall comply with applicable provisions of law, this Framework Agreement, Allegro User Agreement and the principles set out by respective payment card associations.

## ARTICLE 4. PRZELEWY24 SERVICE FOR SELLERS SUBJECT TO THE FRAMEWORK AGREEMENT

### **Specific terms of the provision of Przelewy24 Service for Sellers under the Framework Agreement**

4.1. When providing Przelewy24 Service to the Seller under the Framework Agreement, PayPro shall maintain a settlement tool for the Seller and, upon the Seller's order, shall initiate a transfer of funds accrued in its payment account and booked in the settlement tool to the bank account or another account maintained for the Seller in a different payment institution indicated by the Seller referred to in Article 5.3 or shall initiate the disbursement of the funds by postal order under the terms provided for in Article 5.7. As part of such Przelewy24 Service, PayPro shall receive and book in the

Seller settlement tool payments made by Buyers in connection with Transactions concluded on Allegro.

4.2. In addition, Przelewy24 Service referred to in Article 4 enables Sellers to:

- a. access the history of credited payments made by Buyers;
- b. refund amounts paid by the Buyer - only on condition of the availability and booking in the Seller's settlement tool of sufficient funds to perform such reimbursement instruction.

4.2a. Under the Framework Agreement, the service referred to in Article 1.2a. shall not be provided to the Seller, even if the Seller is a Commission Payer

4.3. The Seller who has filled in the configuration form on Allegro pages correctly and in full shall have access to the electronic statement of payment transactions for a period longer than the one indicated in Article 1.26, however, not longer than 12 months from their making, but must generate such statements by themselves. After the 12-months' period, the Seller may obtain the aforementioned data in an electronic form only upon a written request submitted to PayPro.

4.4. The Seller may at any time acknowledge the Buyer's complaint and order PayPro to reimburse the payment received. Unless specific provisions provide for otherwise, in particular the provisions of the Act and the provisions on counteracting money laundering and terrorist financing, PayPro shall refund to the Buyer the amount specified by the Seller, subject to the following:

- a. such a refund order shall be accepted for performance only if the balance of funds available and booked in the Seller's settlement tool is positive and the funds are sufficient to make the refund;
- b. PayPro has the Buyer's data which make it possible to make a refund; if PayPro does not have all the Buyer's data required to make the refund, it may request the Seller to provide such data under the pain of refusing to make the refund.

4.5. PayPro shall make available to the Seller the amount of a received payment transaction by booking it in the settlement tool promptly upon crediting the account of PayPro with the amount, provided that the disbursement of this amount made available is made on the terms set out in Article 5.

## ARTICLE 5. TERMS OF DISBURSEMENTS

### **General terms of disbursements**

5.1. As part of Przelewy24 Service, PayPro shall make available to the Seller a system understood as a set of procedures, infrastructure, relations with intermediary institutions organised by PayPro, enabling the Buyer to make payments to the Seller and the Seller to disburse the funds booked in their settlement tool to a payment account maintained by a bank or to an account maintained for the Seller in a different payment institution.

### **The time the disbursement order is received by the Payment Operator**

5.2. PayPro shall disburse funds booked in the Seller's settlement tool not later than until the end of the next business day following the day when PayPro receives a disbursement order from the Seller. A disbursement order shall be deemed received:

- a. when PayPro receives an order placed by the Seller — in the case payouts on demand the Seller may not withdraw the payout on demand order after it has been received by PayPro;
- b. at the beginning of the day indicated by the Seller in the configuration form — in the case of automatic payouts, the Seller may withdraw their order of recurring disbursement not later than until the end of the business day preceding the disbursement date indicated by the Seller recurring disbursement order.

If PayPro receives the disbursement order on a day that is not a business day for PayPro, such order shall be deemed to have been received on the first business day after that day.

### **Scope of information necessary to make a disbursement**

5.3. In order to make the disbursement referred to in Article 5, the Seller should fill in the configuration form available on Allegro pages. When filling in the configuration form, the Seller shall provide the following data: name and surname, address (company name for Business Account), e-mail address, phone number, the IBAN bank account number (for numbers commencing with a prefix other than PL – including the correct SWIFT code) or the account identifier for accounts maintained on behalf of the Seller in another payment institution, to which funds booked in the settlement tool maintained by PayPro are to be transferred. As part of the extended Identification and Verification process for the User referred to in Article 3.5., PayPro may also request other data concerning the Seller. The above Seller's data should comply with the data of the holder of the payment account or, respectively, the holder of the account maintained with a different payment institution, from which a payment related to the Seller Identification and Verification will be made. In the case of Junior Account, it is possible to provide in the aforementioned form the data of a legal guardian of the Account User.

5.4. The disbursement referred to in Article 5 shall produce legal effects if correct credentials (username and password) have been entered when configuring a bank account or an account in a different payment institution in to the Seller's Account.

### **Frequency of disbursements**

5.5. As part of the functionality referred to in Article 5.1., the Seller may order a disbursement:

- a. to a bank account in the IBAN format with the PL prefix and to an account maintained for the Seller in a different payment institution holding settlement accounts in the IBAN format with the PL prefix:
  - i. as a one-time disbursement (disbursement on demand);
  - ii. as a recurring disbursement (automatic disbursements): when placing an order for automatic disbursements, the Seller defines the frequency thereof, selecting a daily, weekly or monthly payout

schedule, and indicating the day of the week of order execution (from Monday to Friday). An automatic disbursement can be processed if the amount in the settlement tool is at least PLN 20 on the day indicated in the automatic disbursement order.

b. to a bank account in the IBAN format with a prefix other than PL and to an account maintained for the Seller in a different payment institution holding settlement accounts in the IBAN format with a prefix other than PL:

i. as a recurring disbursement (automatic disbursements): such an order shall be accepted for processing on the first day of the month for amounts below the equivalent of PLN 100, and on the first day and fourteenth day of the month for amounts higher than the PLN 100 (if the 1st or the 14th day of the month is Saturday or Sunday or a public holiday, the disbursement order shall be processed on the next business day). Such an order shall also be accepted for processing on any day if the amount in the settlement tool is equal at least equivalent of PLN 10,000.

### **Non-standard disbursements**

5.6. Notwithstanding the rule set out in Article 5.1., PayPro, The Seller may place a separate order of disbursement as defined in Article 5.5(b) at the time different than indicated above, upon agreeing first with PayPro the fee for such order to be paid by the Seller.

5.7. Notwithstanding the rule set out in Article 5.1., PayPro, upon the Seller's special order, shall make an automatic disbursement of funds booked in the settlement tool by postal order on condition that the amount of such funds does not exceed PLN 800. Such orders shall be accepted and processed on the first day of the month. If the first day of the month is Saturday or Sunday or a public holiday, the disbursement order shall be processed on the next business day. The Seller may place a separate order of disbursement by postal order at the time different than indicated above, upon agreeing first with PayPro the fees for such order to be paid by the Seller.

5.8. A disbursement by the Seller of funds booked in the settlement tool accounts referred to in Article 5.5(b) and Article 5.6 shall be conditional upon:

a. the Seller's bank providing the possibility of settling disbursements in a currency made available by PayPro and, if such bank does not settle payments in a currency made available by PayPro, PayPro shall not be able to disburse the funds until the Seller changes the account to an account in a bank that settles transactions in a currency supported by PayPro; and

b. the account referred to in Article 5.5(b) and Article 5.6 being maintained by a bank or a payment institution with its registered office in one of European Union Member States or in a country respecting equivalent regulations concerning counteracting money laundering and terrorist financing.

5.9. If PayPro charges fees referred to in Articles 5.6. and 5.7., the information containing the statement of such fees shall be available in the Seller's Account. The provisions of Article 1.26 shall apply accordingly to such a statement of fees.

## **Disbursement Withholding cases**

5.10. PayPro, in cases specified in Articles 8.9. and 8.10. of the Allegro User Agreement, may temporarily withhold the disbursement of the funds booked in the settlement tool maintained for the Sellers operating in the form of a Business Account on Allegro ("Disbursement Withholding") who meet the following criteria:

- a. They have been qualified by Allegro.pl to the group of the Sellers whose Transactions involve a higher risk level (i.e. for which there is a higher probability that Buyers would request the payment of compensations under the Buyer Protection Programme in accordance with the provisions of Appendix No. 9 to the Allegro User Agreement) on the basis of the qualification procedure carried out in accordance with the criteria provided for in Article 5.11 below or
- b. They 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 and outside the United Kingdom of Great Britain and Northern Ireland. A Disbursement Withholding shall be carried out by PayPro at the order of and on the basis of the information provided by Allegro.pl and shall apply to all Business Accounts of a given Seller.
- c. They post Listings in categories referred to in Article 5.9 of the Allegro User Agreement.

## **Disbursement Withholding criteria**

5.11. Disbursement Withholding relates to the Seller's Accounts in which the turnover for all of them jointly from Listings in the "Telephones and accessories" category exceeded PLN 600,000 (say: 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. Moreover, it is taken into account whether a given Seller, jointly in all their Business Accounts and regardless of the type of the category in which they make sales, has met 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 for Disbursement Withholding 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 Allegro.pl suspended, for a definite or indefinite time, one, several or all Accounts of the Seller on Allegro;

e. the Seller's average rating on the date of the qualification for Disbursement Withholding is below 4.900 (four and nine tenths).

### **Description of the Disbursement Withholding qualification procedure**

5.12. The qualification of Sellers' Accounts for Disbursement Withholding shall be made on each first Wednesday of the month; however, if this day is a public holiday, the qualification shall be made on the next business day. Subsequent qualifications of a given Seller who has already been qualified to the group of the Sellers whose Transactions involve a higher risk level shall be made in three-month intervals, counting each time from the date of the previous qualification for Disbursement Withholding, until the moment when, in the subsequent qualification process, it is determined that the Seller no longer meets the Disbursement Withholding criteria.

### **Disbursement Withholding period**

5.13. Disbursement Withholding may be applied for the following period:

a. in the case of the Sellers qualified to the group of the Sellers referred to in Article 8.9.a of the Allegro User Agreement — maximally for the period which is the sum of the delivery time resulting from a Listing and additional 7 calendar days, where this period may not exceed 45 days in total counted from the date of booking the funds in the Seller's settlement tool; the delivery time indicated in a Listing shall mean the sum of the shipment time counted in business days and the longest shipment time counted in business days specified in the "Delivery and payment" tab. If a Transaction covers more than one Listing of the Seller, the Disbursement Withholding period shall be counted according to the longest delivery time;

b. in the case of the Sellers referred in Article 8.9.b of the Allegro User Agreement, i.e. the Sellers with the registered office, registered business or actual place of business outside the European Economic Area and outside the United Kingdom of Great Britain and Northern Ireland, regardless of their potential qualification to the group referred to in a) above — maximum up to 45 days from the date of booking the funds in the Seller's settlement tool, where, in justified cases, this period may be reduced.

c. in the case of the Sellers referred to in Article 8.9(c) of the Allegro User Agreement, i.e. Sellers posting Listings in categories specified in Article 5.9 of the Allegro User Agreement – maximally for the period which is the sum of the delivery time resulting from Listings of such Sellers and additional 7 calendar days, where this period may not exceed 45 days in total counted from the date of booking the funds in the Seller's settlement tool. The delivery time indicated in Listings shall mean the time counted in business days specified in the Seller's Listing in the "Delivery and payment" tab. If a Transaction covers more than one Listing of the Seller, the period indicated in the preceding sentence shall be counted according to the longest delivery time.

5.14. PayPro may at the Buyer's request reimburse to the Buyer the funds obtained from a Transaction subject to Disbursement Withholding, having met all the following conditions:

- a. The Buyer has notified Allegro.pl of missing delivery of the Item in the Transaction of the Seller whose Account is subject to Disbursement Withholding, and
- b. The Seller has not documented the fact of the fulfilment of the agreement concluded as part of the Transaction within 24 hours from the receipt of the relevant request from Allegro.pl, with Saturdays, Sundays and other public holidays being excluded from such period (the fact may be documented in particular by sending to Allegro.pl a copy of the proof of the Item shipment) and
- c. The Seller is subject to a temporary restriction or suspension of the access to particular services provided on Allegro pursuant to Articles 2.13 and 8.4 of the Allegro User Agreement.

#### **Paying the fees due to Allegro.pl under the Framework Agreement**

5.15. The Seller who can already use all functionalities of Przelewy24 Service under the Framework Agreement pursuant to Article 1.10 and who conducts activity as part of a Business Account as an entity whose registered office, registered business or actual place of business is outside the European Economic Area and outside the United Kingdom of Great Britain and Northern Ireland, by accepting the Allegro User Agreement, shall authorise Allegro.pl to submit to PayPro the order to pay from the funds booked in the Seller's settlement tool any fees and commissions due to Allegro.pl for the use of Allegro referred to in Appendix No. 4 to the Allegro User Agreement as soon as possible after the occurrence of the event resulting in the charge of the aforementioned fees and commissions. The charged amount shall each time correspond to the current amounts due to Allegro.pl indicated in the Account and the Seller may not claim reimbursement of such amount within the meaning of Articles 47 and 48 of the Act on Payment Services. If the Seller withdraws the authorisation referred to in the preceding sentence, re-authorisation shall be granted exclusively via electronic mail and not through re-acceptance of the Allegro User Agreement which would be carried out after the withdrawal of the authorisation. The authorisation shall be granted by the Seller on condition that Allegro.pl makes available the feature of collecting fees for using Allegro directly from the payment account maintained by PayPro.

### **ARTICLE 6. PRZELEWY24 SERVICE — SPECIAL TERMS CONCERNING SINGLE PAYMENT TRANSACTIONS FOR BUYERS**

#### **Payments for purchased Items by Buyers, including Users who do not have Accounts on Allegro**

6.1. This Article provides for specific terms of processing by PayPro payment transactions for the Seller made by Buyers, including Buyers who do not have Accounts on Allegro, pursuant to Article 2.7. of Allegro User Agreement. To the extent not specifically provided for in this Article, the remaining provisions hereof shall apply. These Terms and Conditions constitute a template agreement on a single payment transaction as defined in the Act.

6.2. An agreement on a single payment transaction concluded with Buyers shall take effect upon the Buyer's selection on Allegro of Przelewy24 Service and the confirmation of the will to use it on the terms provided for herein.

6.3. Payment as defined in this Article shall mean a payment made by the Buyer to the Seller via PayPro to satisfy the payment obligation resulting from a Transaction between the Buyer and the Seller, which is a single payment transaction as defined in the Act.

6.4. As part of Przelewy24 Service, PayPro shall not maintain any payment account or settlement tool for the Buyer.

6.5. The Buyer, as a payer, must have a payment instrument for which the payment service provider is different than PayPro. In particular, the Buyer's provider may be a bank.

6.6. As the Buyer's payment order concerning a payment transaction is transmitted by a payment instrument covered by the framework agreement with the Buyer's provider referred to in Article 6.5., PayPro shall not be obliged to provide or make available information which the Buyer has received or should receive under the framework agreement concerning the payment instrument used.

6.7. To make payments to Sellers using Przelewy24 Service, the Buyer should provide the following data: their name, surname, street address, postal code, city/town, e-mail address, phone number. In justified cases, PayPro shall be authorised to request other data from the Buyer necessary for the payment risk assessment, relevant to the purposes for which they are requested, except for the data referred to in Article 9(1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, hereinafter referred to as "GDPR".

6.8. PayPro shall provide Przelewy24 Service pursuant to the payment order received from the Buyer, which may be placed upon accepting the Allegro User Agreement, these Terms and Conditions of Przelewy24 Service, and upon providing data specified in Article 6.7 above. Such a payment order can be submitted by clicking the action box made available on Allegro indicating the intention to submit and authorise such order. Notwithstanding the foregoing, the Buyer shall authorise payment with their provider referred to in Article 6.5. in accordance with the terms of use of the payment instrument used to make the payment.

6.9. A payment order shall be deemed received by PayPro on the day of crediting PayPro's bank account with the amount of the payment. If PayPro receives a payment order on the day which is not a business day, the payment order shall be deemed received on the first business day following that date.

6.10. PayPro must credit the payment account of PayPro being the recipient's (the Seller's) provider, and then book the transaction in the settlement tool, with the amount of a payment transaction initiated by the Buyer not later than until the end of the next business day following the date of the receipt of the respective payment order.

6.11. The Buyer shall be informed about the payment made by an electronic notice sent to the e-mail address provided by the Buyer, which will make it possible to record the data contained therein. Upon accepting these Terms and Conditions, the Buyer agrees to the method of providing information on individual payment transactions as described above.

6.12. As part of a single payment transaction, the Buyer shall not pay to PayPro any fees for the use of Przelewy24 Service on Allegro

## ARTICLE 6a. PRZELEWY24 SERVICE – SPECIAL TERMS CONCERNING SINGLE PAYMENT TRANSACTIONS FOR COMMISSION PAYERS

### **Payments of commissions and fees to Allegro.pl by Commission Payers**

6a.1. This Article provides for specific rules of handling payment transactions by PayPro which are made by Commission Payers to Allegro.pl. To the extent not specifically provided for in this Article, the remaining provisions hereof shall apply, and in particular, the provisions hereof applicable to Buyers related to payments initiated by them shall apply to Commission Payers, with such a difference, however, that in this case the recipient of such a payment is not the Seller, but Allegro.pl. These Terms and Conditions constitute a template agreement on a single payment transaction as defined in the Act.

6a.2. An agreement on a single payment transaction concluded with the Commission Payer shall take effect upon the Commission Payer's selection on Allegro of Przelewy24 Service and the confirmation of the will to use it on the terms provided for herein, i.e. in connection with the initiation of the payment of a commission or a fee to Allegro.pl.

6a.3. Payment as defined in this Article shall mean a payment of a commission or a fee made by the Commission Payer to Allegro.pl via PayPro to satisfy the User's payment obligation due to the use of Allegro, which is a single payment transaction as defined in the Act.

6a.4. As part of Przelewy24 Service, PayPro shall not maintain any payment account or settlement tool for the Commission Payer.

6a.5. The Commission Payer, as a payer, must have a payment instrument for which the payment service provider is different than PayPro. In particular, the Commission Payer's provider may be a bank.

6a.6. As the Commission Payer's payment order concerning a payment transaction is transmitted by a payment instrument covered by the Framework Agreement with the Commission Payer's provider referred to in Article 6a.5., PayPro shall not be obliged to provide or make available information which the Commission Payer has received or should receive under the Framework Agreement concerning the payment instrument used.

6a.7. To make payments to Allegro.pl using Przelewy24 Service, the Commission Payer should provide the following data: their name, surname, street address, postal code, city/town, e-mail address, phone number. In justified cases, PayPro shall be authorised to request other data from

the Commission Payer necessary for the payment risk assessment, relevant to the purpose for which they are requested, except for the data referred to in Article 9(1) of the GDPR.

6a.8. PayPro shall provide Przelewy24 Service pursuant to the payment order received from the Commission Payer, which may be placed upon accepting the Allegro User Agreement, these Terms and Conditions of Przelewy24 Service, and upon providing data specified in Article 6a.7 above. Such a payment order can be submitted by clicking the action box made available on Allegro indicating the intention to submit and authorise such order. Notwithstanding the foregoing, the Commission Payer shall authorise payment with their provider referred to in Article 6a.5. in accordance with the terms of use of the payment instrument used to make the payment.

6a.9. A payment order shall be deemed received by PayPro on the day of crediting PayPro's bank account with the amount of the payment. If PayPro receives a payment order on the day which is not a business day, the payment order shall be deemed received on the first business day following that date.

6a.10. PayPro must credit the payment account of PayPro being the recipient's (Allegro.pl's) provider, and then book the transaction in the settlement tool, with the amount of a payment transaction initiated by the Commission Payer not later than until the end of the next business day following the date of the receipt of the respective payment order.

6a.11. The Commission Payer shall be informed about the payment made by an electronic notice sent to the e-mail address provided by the Commission Payer, which will make it possible to record the data contained therein. Upon accepting these Terms and Conditions, the Commission Payer agrees to the method of providing information on individual payment transactions as described above.

6a.12. As part of a single payment transaction, the Commission Payer shall not pay to PayPro any fees for the use of Przelewy24 Service on Allegro

## ARTICLE 7. PRIVACY AND CONFIDENTIALITY

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

7.1. Allegro.pl shall disclose to PayPro personal data of Users, such as the User's name, surname, residence address, e-mail address, phone number, username and other data referred to in Article 5.3. and Article 6.7., to make it possible for PayPro to provide Przelewy24 Service and to fulfil its obligations provided for in applicable law, including, but not limited to, regulations on counteracting money laundering and terrorist financing.

7.2. Personal data disclosed to PayPro shall be the data necessary to provide Przelewy24 Service and fulfil obligations related to the provision thereof (including, but not limited to, such data as name, surname, street address, postal code, town/city, e-mail address, phone number).

7.3. In the case of Users' personal data disclosed by Allegro.pl to PayPro, apart from Allegro.pl., also PayPro is the controller of such personal data within the meaning of the GDPR.

7.4. Users' personal data disclosed by Allegro.pl to PayPro shall be processed pursuant to law, including, but not limited to, the GDPR, the Act on Providing Services by Electronic Means of 18 July 2002 and the Act.

7.5. PayPro shall exercise due diligence when selecting and using appropriate technical and organisational measures ensuring the protection of processed data, including IT security measures (e.g. data encrypting systems). PayPro shall protect data against their disclosure to unauthorised persons as well as against other cases of their disclosure, loss, destruction, unauthorised modification and illegal processing. PayPro shall exercise permanent control over data processing and shall restrict access to data to the maximum possible extent, granting appropriate authorisations only when it is necessary to provide services in a proper manner.

7.6. PayPro shall ensure that the Users whose personal data have been disclosed to it by Allegro.pl will be able to exercise their rights under the GDPR, including the right to request the controller to grant the User access to their data, the right to rectify them, the right to erase them or restrict their processing, the right to object to their processing, the right to data portability, the right not to be subject to automated decision-making, including profiling, and, in the case of data processed based on consent, the right to withdraw consent under the terms provided for in the aforementioned Regulation.

7.7. Personal data of the Users whose personal data have been disclosed by Allegro.pl to PayPro may be made available:

- a. to entities authorised to receive such data under applicable law, including competent judicial authorities, in particular as part of fulfilling PayPro's obligations provided for in applicable laws and related to the provision of Przelewy24 Service by PayPro;
- b. depending on the payment method selected by the User, such personal data may be made available to: banks, payment institutions, lending institutions, payment card associations, payment schemes) in order to provide Przelewy24 Service;
- c. to the extent and for the time necessary to provide or process Przelewy24 Service and in relation to the service – to third parties, including entities that, upon PayPro's order, perform acts related to the provision of Przelewy24 Service or which participate in (and benefit from) Przelewy24 Service;
- d. to payment recipients (Sellers in the case of the service to the extent described in Article 1.2 or Allegro.pl in the case of the service to the extent described in Article 1.2a.) to inform them about the status of payment in Przelewy24 Service;
- e. to Allegro.pl to counter fraud on Allegro related to payment services.

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.

7.9. Specific information on the processing of Users' personal data by PayPro, including the obligations and rights related to their acquisition and further processing, is available in the notice published at <https://przelewy24.pl/eng/data-protection-regulation-gdpr-allegro>.

## ARTICLE 8. COMPLAINTS PROCEDURE

### **Terms of accepting and handling complaints**

8.1. The User may lodge a complaint if the services specified herein have not been performed or their performance is inconsistent with the provisions hereof.

8.2. A complaint may be lodged:

a. in writing by letter sent to PayPro's mailing address referred to in Article 1.1. or directly in this unit;

b. orally by calling +48616429344 (calls billed at the rates of the User's provider), or in person against a report during the User's visit to PayPro's registered office and in PayPro business units providing customer service in the unit referred to in item (a) above;

c. in an electronic form to the e-mail address: [serwis@przelewy24.pl](mailto:serwis@przelewy24.pl) or by filling in the electronic form available at <http://przelewy24.pl/kontakt/reklamacja>.

8.3. A complaint lodged with PayPro should contain at least the following information: payment number, payment amount, payment title, payment date, e-mail address as well as other data that can facilitate the complaint handling process, in particular the full name of the holder of the payment instrument used for the payment, bank name, bank account number, name and number of the payment card as well as the reason for the complaint, identification of entities participating in the Transaction and a detailed description of the event subject to the complaint.

8.4. In the case data or information specified in a complaint must be supplemented, before handling the complaint, PayPro shall request the person lodging the complaint to supplement it to the indicated extent.

8.5. PayPro shall handle a complaint without undue delay, however within maximum 15 business days from the date of its receipt. The deadline will be deemed complied with if a reply is sent before its expiry date. In particularly complicated cases in which a complaint cannot be handled and a reply

to it cannot be given within the aforementioned time-limit, especially when, to handle the complaint, PayPro must cooperate with a bank or other intermediary institution which cooperated with it in the payment processing process, this time-limit may be extended, however it may not exceed 35 business days after receiving the complaint. PayPro shall inform the User about the extension of the complaint handling period, indicating the reason for the delay, the circumstances to be clarified and the expected time of handling and replying to a complaint, which, however, may not exceed 35 business days after receiving the complaint.

8.6. A reply to a complaint shall be given by PayPro in a paper form or using a different durable medium. A reply to a complaint may be sent by e-mail, provided that the User has made a request to deliver the reply in an electronic form. By providing their e-mail address in the complaint, the User requests PayPro to respond to the complaint in an electronic form to that e-mail address and agrees to be given response this way. However, at the explicit request of the complaining party, on condition that they provide the necessary personal and contact details, the payment operator shall give its response to the complaint in writing or by means of a different durable medium, in which case, to meet the deadline for complaint handling, it is sufficient to send the letter by registered mail.

8.7. The User shall cooperate with PayPro to clarify any issues connected with complaints handled by payment card issuers, in particular to provide all the necessary information about the Transaction under which the disputed payment has been made, and, upon each request of PayPro, within 7 days from receiving such request, provide PayPro with copies of documents relating to the Transaction under which the User received a card payment, including: a copy of the confirmation of shipping the Item ordered by the Buyer or the confirmation of the performance of the ordered service. The User shall retain such documents for the period of at least 24 months from the payment date.

8.8. The User may lodge a complaint with the authority supervising PayPro concerning PayPro's illegal actions.

8.9. PayPro shall not be the addressee of and shall not handle:

- a. complaints related to improper performance by the Seller of an obligation towards the Buyer related to the Transaction concluded between them;
- b. complaints related to improper performance by Allegro.pl of obligations towards Sellers or Buyers related to the use of Allegro, unless they are related also to Przelewy24 Service.

8.10. When the complaints procedure has been exhausted, a dispute between the User and PayPro may be ended in out-of-court proceedings concerning the resolution of disputes between a customer and a financial market entity carried out upon the complaining party's request:

- a. by the Financial Ombudsman, in accordance with Chapter 4 of the Act of 5 August 2015 on Handling Complaints by Financial Market Entities and on the Financial Ombudsman, or
- b. by an arbitration court at the Polish Financial Supervision Authority.



8.11. The proceeding referred to in Article 8.10 above may also be initiated through the ODR platform referred to in Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR), if the Financial Ombudsman and/or the arbitration court at the Polish Financial Supervision Authority is/are registered in this platform as ADR entities. The ODR platform is available at: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>

8.12. The complaining party may also file a lawsuit with a common court competent to examine the case, which is in general the common court having jurisdiction over the respondent's registered office, thus, in the case of an action brought against the payment operator, the court is the District Court in Poznań – Grunwald and Jeżyce, in Poznań. In this case, the respondent should be the payment operator whose data have been specified in detail in Article 1.1. of the Terms and Conditions.

## ARTICLE 9. RULES ON AMENDING TERMS AND CONDITIONS OF PRZELEWY24 SERVICE

### **Rules on amending Terms and Conditions of Przelewy24 Service**

9.1. PayPro reserves the right to amend these Terms and Conditions if any of the following important reasons occur:

- a. Issuing, by a common court or a governmental body, a judgement or decision imposing an obligation to amend the Terms and Conditions or justifying the need to make such amendments;
- b. Amendments to legal regulations related to PayPro's activities, resulting in the need to amend the Terms and Conditions in order to adapt them to the applicable law;
- c. Raising the level of Users' security or the level of the protection of Users' personal data by PayPro;
- d. Improving the functionalities offered by PayPro referred to in Article 5.1., adding a new functionality or removing certain functionalities when providing services;
- e. Expanding the scope of Przelewy24 Service with new features thereof;
- f. Adding new payment methods offered to Users as part of Przelewy24 Service if, due to the introduction of a new payment method, these Terms and Conditions must be amended accordingly;
- g. Amendments to the agreement concluded between PayPro and Allegro.pl under which PayPro provides Przelewy24 Service to Users;
- h. Amendments to Allegro User Agreement resulting in the necessity of amending these Terms and Conditions to comply with the principles applicable to Users on Allegro.

9.2. PayPro shall notify the User of any amendments to these Terms and Conditions and thus shall inform the Seller about amendments to the Framework Agreement concluded on their basis, not

later than 2 months prior to their proposed effective date. Such information shall be provided to Users on Allegro website in a manner that enables its recording and unchanged reproduction of the data stored. The information may be provided to Sellers also in a paper form or on another durable medium and, upon the User's request submitted in the manner referred to in Article 1.24., by e-mail. If the Seller does not object to amendments to the Framework Agreement prior to their effective date by notifying PayPro of the same, it shall be deemed that the Seller has agreed to such amendments. If the Seller objects to amendments by writing to PayPro's address but fails to terminate the Framework Agreement in the manner provided for in Article 9.3., the Framework Agreement shall expire on the day preceding directly the effective date of proposed amendments.

9.3. Prior to the proposed effective date of amendments, the Seller may terminate the Framework Agreement by sending a written declaration of the termination of the Framework Agreement to PayPro's address. In such a case, the agreement shall be terminated with immediate effect, however the provision of already initiated Przelewy24 Services for Users shall be ended under the terms provided for herein.

## **ARTICLE 10. MISCELLANEOUS PROVISIONS**

### **Opting out of Przelewy24 Service**

10.1. Within 14 days from the conclusion of the Framework Agreement under these Terms and Conditions, the Seller may withdraw from it without stating any reasons, by sending a relevant statement in an electronic form to the e-mail address indicated in Article 1.1 or by letter to PayPro's mailing address indicated in Article 1.1. However, if Przelewy24 Service is used and completed before the end of this time limit, such payment shall not be refundable. The User acknowledges that Przelewy24 Service shall be performed at their request immediately upon concluding the agreement on the provision of this Service. Draft withdrawal statement shall be filled accordingly to the form of Appendix No. 8 to Allegro User Agreement.

10.2. The Seller may terminate the Framework Agreement at any time by sending a relevant statement in an electronic form to PayPro's e-mail address indicated in Article 1.1 or by letter to the following address: PayPro S.A., ul. Kanclerska 15, 60-327 Poznań.

10.3. PayPro may terminate the Framework Agreement at any time with immediate effect in the case of any violation of these Terms and Conditions, by sending a relevant statement in an electronic form to the User's e-mail address or by letter to the address provided by the User.

### **Reference to Allegro User Agreement**

10.4. In matters not governed herein and as regards defining any capitalised terms used herein, Allegro User Agreement shall apply, unless specified otherwise herein.

### **Governing law**

10.5. The agreement between a User and Allegro.pl and the agreement between a User and PayPro concerning services provided by PayPro as part of Przelewy24 Service on terms set forth herein shall be governed by Polish law.

## Appendix No. 8

### **Appendix No. 8 Notes of guidance on agreement withdrawal and draft withdrawal statement**

Within 14 days from the conclusion of the agreement on the provision of electronic services with Allegro.pl (Account Registration), you may withdraw from it without stating reasons.

To do this, please inform us about your decision by submitting the application available at: <https://allegro.pl/rozwiazywanie-umowy/wniosek/odstapienie>. You may also use the draft withdrawal form below.

NOTE!

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. DRAFT

#### WITHDRAWAL FORM

(to be filled in and sent back only if you intend to withdraw from the agreement)

Allegro.pl Sp. z o.o. ul. Grunwaldzka 182 60-166 Poznań

I, ....., hereby inform that I wish to withdraw from my agreement on the provision of services on Allegro.

Date of the conclusion of the agreement: .....,

Full name: .....

Allegro username: .....

## Appendix No. 9

### **Appendix No. 9: Buyer Protection Programme — Terms and Conditions**

#### Part I. General principles

1. As part of the Buyer Protection Programme, Allegro.pl allows Buyers to request compensation in the case when:

a) they have paid for Items but did not receive them;

b) they have received Items not compliant with the concluded agreement, with the value significantly lower than the value of the Item described in a listing.

2. In the cases specified in sections 1(a) and 1(b) above, the compensation shall cover the value of the damage suffered by the Buyer, but not higher than the actual value of the purchased Item, up to the price specified in the Transaction parameters.

3. In the event of the circumstances referred to in sections 1(a) and 1(b) above, where payments for Items have been made using payment service options available on Allegro, under the Buyer Protection Programme, the Buyer may also receive the compensation for shipping costs and for the costs of returning Items, including the amount of damage suffered by the Buyer.

4. Each time, the total amount of the compensation referred to in sections 2 and 3 of Part I of this Appendix shall not be higher than PLN 10,000.

## Part II. Exclusions from the Buyer Protection Programme

The Buyer Protection Programme shall not apply in the following situations:

1. The agreement has been concluded and performed under terms other than provided for in Allegro User Agreement.

2. The Buyer has violated Allegro's terms or has failed to pay all amounts due to Allegro.pl.

3. The Buyer has acted with the intent to purchase an Item which is defective or incompatible with its description.

4. The Buyer has failed to provide accurate contact details.

5. The Buyer has received other funds compensating for the loss resulting from the purchase of the Item subject to the compensation claim.

6. A listing has not complied with Allegro User Agreement, particularly an Item has not been admitted to be sold/purchased on Allegro due to the list of forbidden and restricted items included in Allegro User Agreement.

7. An Item has been handed over in person or via a person who is not a postal operator and the payment for the Item has been made at the point of its collection.

8. An Item was damaged or lost during transport due to the carrier's fault unless that Item was sent using the Allegro Smart! service as set forth in Appendix No. 12 to the User Agreement.

## Part III. Compensation claim in the Buyer Protection Programme

1. In order to receive compensation under the Buyer Protection Programme, the Buyer should fill in and submit to Allegro.pl, in an electronic form, the form available on Allegro website along with

the attachments referred to in section 1 of Part IV below, providing the required data and describing the Transaction and the performance of the agreements (hereinafter 'the Form').

2. The Buyer must submit to Allegro.pl the confirmation of submitting, to law enforcement bodies, the notification of committing an offence to their detriment by the Seller (hereinafter 'the Confirmation of Submitting Notification'), unless Allegro.pl decides not to apply this requirement in the cases when the decision on granting the compensation to the Buyer does not raise any doubts (in particular when an Item has not been delivered to the Buyer). At the same time, if it proves necessary in order to make a decision about granting the compensation, Allegro.pl may request that the decision on the initiation of the investigation/enquiry be attached to the Form and that the Buyer provide the file number of the initiation of proceedings (respective RSD or DS number).

3. The Form should be sent to Allegro.pl not earlier than after 14 days, but not later than 180 days from the conclusion of the Item purchase agreement. In justified cases, the aforementioned deadline may be shortened or extended. The Buyer shall be informed by Allegro.pl about the shortening or the extension of the deadline via e-mail.

## Part IV. Compensation claim handling

1. Allegro.pl shall decide if it should accept a claim within 30 business days from the receipt of a correctly completed Form with the following attachments:

a) The original or a copy of the proof of payment of the amount for an Item to the Seller's account. The proof of payment of the amount for an Item to the Seller's account shall not be required in the case when the Buyer has made the payment for the Item using payment services made available on Allegro.

b) A photo of each side of the official ID with the name and surname and the expiry date (in the case of the Junior Account; a photocopy of both sides of the school identity card containing the following data: name and surname and the expiry date), however, Allegro.pl may waive this requirement if the decision to grant compensation to the Buyer does not raise any doubts (in particular, when the Buyer has been verified pursuant to Article 2.6.a and Article 2.6.c of the Allegro User Agreement);

c) A photocopy of the Confirmation of Submitting Notification to law enforcement bodies.

2. Data provided in the Form should be correct and correspond to the actual state at the time of submitting the Form. In order to verify the information and the data, when handling the Form, Allegro.pl may contact the Buyer or the Seller and request additional documents substantiating the course of events. In the event of doubts as to the legitimacy of the Buyer's claim or inaccuracies in the description of the Transaction or inaccuracies related to the performance of the Transaction, Allegro.pl may refuse to grant or pay compensation. In justified cases, if the prerequisites specified in section 1(b) of Part I of this Appendix arise, Allegro.pl may make the payment of the compensation dependent on sending the Item to the registered office of Allegro.pl.

3. The Buyer must inform Allegro.pl immediately if, in the period after sending the Form, any events occur that cause their claim against the Seller change. In particular if they receive any compensation or damages or if the Seller remedies a part of or the entire damage suffered by the Buyer, or removes its effects.

4. The Buyer hereby declares that, upon the payment by Allegro.pl of the compensation claimed, they will assign to Allegro.pl all amounts due to them from the Seller due to the Seller's failure to fulfil the obligations resulting from the agreement concluded under the Transaction to which the claim pertains.

5. If, during the process of examining the Form, the situation is clarified in favour of the Buyer due to the receipt of the Item or of a refund by them, the compensation shall not be paid.

6. If the Buyer has received undue payment or the Seller has repaired the damage, the Buyer must immediately, not later than within 7 days, reimburse the compensation received from Allegro.pl to the account number 63 1140 1124 0000 5165 0800 1010.

7. If Allegro.pl makes a decision to pay the compensation under the Buyer Protection Programme, the Seller's account may be blocked until the issue is clarified or the compensation paid is reimbursed.

## Part V. Final provisions

In the case of each decision by Allegro.pl about granting the compensation, a request to reexamine it may be submitted to the Senior Customer Experience Manager.

# Appendix no. 10

## **Appendix No. 10: Adding Products**

1. Allegro.pl enables Users who made full Registration to add products on terms and conditions set out herein. In this Appendix, a product shall be understood as a specification of a given good (which may be an Item and the subject matter of the Listing), including the data and elements defined by Allegro.pl, and in particular the image, description and parameters of that item.

2. Products may be created only in categories selected by Allegro.pl.

3. Products may be created only if there are no such products in the databases of Allegro.pl.

4. A product is identified based on parameters identifying that product which shall in each case be defined by Allegro.pl in respect of a given product or product category.

5. Products are created using functionalities made available by Allegro.pl for that purpose.

6. In order to create a product, the User shall provide all the data and add elements defined by Allegro.pl, and in particular the User shall:

- a. specify the product name and category,
- b. complete all the mandatory parameters, including the parameters identifying the product,
- c. add a photograph of the product, and
- d. add a product description.

All the data must be provided and all elements indicated by Allegro.pl must be added in order for the product to be created.

The product description referred to in item d) above may refer only to the features, properties and functionalities of the product. The said description must not contain any other content, including content relating to any transaction concerning the product.

7. Once the product is created, it may be verified by Allegro.pl. Allegro.pl may check the product in terms of any obvious mistakes, errors or other prohibited content.

8. The product becomes active and may be used by all Users once the product is entered by the User.

9. Upon entering the data and content in relation to the product, the User creating the product shall give Allegro.pl the rights and consents specified in Articles 5.1 and 5.5 of the Allegro User Agreement (which shall apply accordingly) in regard to all the content and elements. Upon entering the product, the User shall lose the ability to edit the data and content added to the product specifications card. The User may, however, report to Allegro.pl any errors and mistakes that took place while entering the product, using the relevant functionalities on Allegro.

10. The User undertakes to enter products in good faith and with due diligence and, by entering the product, the User represents that according to their best knowledge the data and elements they enter are truthful and describe the item in the proper manner. Abusing the functionalities for product entering or using them in violation of their purpose or the Allegro User Agreement is a breach of the Allegro User Agreement.

11. Allegro.pl is not required to use the product and may cease making it available to Users or remove it from its databases, or replace it by another product in whole or in part. A User who entered the product shall not obtain any rights in relation to the product, and in particular the User may not object to Allegro.pl exercising the rights that Allegro.pl has obtained in accordance with the Allegro User Agreement.

## Appendix No. 11

### **Appendix No. 11: Use of databases of Allegro.pl and available in Allegro**

1. As part of Allegro, Allegro.pl provides Users with third-party databases to an extent that enables them to complete some or all of the elements of the Offer content, including the parameters, images and descriptions of Item, both through the listing form and through API.

2. The User can use the databases made available to Users of Allegro.pl only by completing – using Allegro functionalities – some or all of the elements of the Listing content, including the parameters, images and descriptions of Item, and by displaying Listings containing elements derived from such databases on Allegro.

3. Any use of the databases provided by Allegro.pl in Allegro in a manner exceeding the authority granted under Section 2 hereof shall be prohibited.

4. With regard to the specific databases, the following restrictions shall apply:

4.1. "Tec Doc" database, the rights to which are held by TecAlliance GmbH with its registered office in Ismaning:

"The data and information indicated as part of self-filling of Listings, in particular the databases from which such data or information is derived, may not be copied or reproduced in any manner whatsoever. Copying, reproducing or using such information or data in any manner whatsoever, including their provision to third parties without the consent of TecAlliance GmbH with its registered office in Ismaning, Germany, shall not be allowed. Any violation of the above restriction shall constitute a breach of the rights of TecAlliance GmbH with its registered office in Ismaning, Germany, and shall form the basis for pursuing claims against the entity committing such unlawful copying or reproduction".

5. The content gathered in Allegro, in particular as part of the Listings, constitute databases subject to legal protection, i.a. with regard to their use by third parties. Any use of such databases by downloading or re-using the data shall require prior consent of the authorised entity. The content of the databases shall be subject to independent control under the provisions of law. In the event of unauthorised use of legally protected databases or their content, Allegro.pl or other authorised entities will be entitled to pursue claims against the infringing entities on account of their rights to the databases or their content, in particular claims for damages or cease and desist claims. Any use of legally protected databases without authorisation may be subject to penal liability.

6. Allegro.pl, despite exercising due diligence in the process of collecting and sharing data and collecting data from entities engaged professionally in the sharing of databases, is not able to ensure that all data made available to Users are correct. Users, if they take the decision to use the data made available to them by Allegro.pl, should verify such data on their own and ensure their accuracy, and, if errors are detected, immediately notify Allegro.pl of such errors.

## Appendix No. 12

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



## I. Definitions

**“Deliverers”** – entities which provide services as part of methods of delivery of Items, as specified in Article II.2 of the Terms and Conditions, which are purchased by the Buyers.

**“Allegro Smart! Terms and Conditions for the Buyers”** – Service Terms and Conditions for the Buyers, available at: <https://na.allegro.pl/regulamin-allegro-smart> or <https://allegro.pl/regulaminy/regulamin-uslugi-allegro-smart-student-Rd9A252RLlw>.

**“Allegro Smart! Service” or “Service”** – a service offered to the Users, which comprises the following:

a. with regard to the Buyers, a paid service allowing the Buyers to use methods of delivery and returning the Items purchased on Allegro, as specified in the Allegro Smart! Terms and Conditions for the Buyers, without paying the fee indicated by the Seller.

b. with regard to the Sellers, a service which supports all of the following:

1. identifying the Sellers' Listings with a special Allegro Smart! Service icon that allows the Buyers to use specific methods of delivery and returning the Items purchased on Allegro, as specified in the Allegro Smart! Terms and Conditions for the Buyers, without paying the fee indicated by the Seller; and

2. shipping the Items purchased by the Buyers on Allegro as part of the methods of delivery of Items on terms specified in and in accordance with these Terms and Conditions <https://allegro.pl/dla-sprzedajacych/allegro-smart-zasady-rozliczen0K6XkWDOeCP>.

**“Additional Services”** – paid services strictly related to the delivery of Items as part of the Service, provided to the Seller, and, depending on the type, paid for by the Seller directly to the Deliverers or Allegro.pl. The list of the services and the related fees and the method of fee settlement are described at: <https://allegro.pl/help/article/allegro-smart-inpost-additional-services-and-fees-WE7VAO7o9Iq> and, for Additional Services for which payment is made directly to Allegro.pl, in Appendix 4 to the Allegro User Agreement.

**“Payment Service”** – a service provided by payment service operators, as specified in Appendices 7A and 7B to the Allegro User Agreement.

**“Terms and Conditions”** – these Terms and Conditions, constituting the Appendix 12 to the Allegro User Agreement.

Capitalised terms not defined in this Article I shall have the meaning assigned to them in the Allegro User Agreement.

## II. General terms and conditions of Service provision

1. Allegro.pl provides the Sellers with Allegro Smart! Service, which allows the Sellers to deliver the Items purchased on Allegro as part of the fees paid by the Sellers in connection with the use of the

Item delivery methods specified in the Allegro User Agreement and with their use of the Additional Services.

2. Allegro Smart! Service is provided for the methods of delivery described at <https://allegro.pl/help/article/parcel-delivery-and-return-methods-in-allegro-smart-service-yVxeR8dWKCV>, 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://allegro.pl/help/article/parcel-delivery-and-return-methods-in-allegro-smart-service-yVxeR8dWKCV>, and payment for the Transaction(s) is made via the Payment Service or as part of the delivery methods with the cash on delivery option specified in the table <https://na.allegro.pl/smart-metodydostawy>.

3. Allegro.pl may extend the list of delivery methods eligible for the Service, for a term of its choice.

4. The Items' deliveries made under the Allegro Smart! Service may take place solely in the territory of Poland (i.e. from Poland's territory to Poland's territory).

5. As part of the Allegro Smart! Service, Sellers' Listings will be marked with a special icon assigned to the Service. This shall not apply to Allegro Listings from generally available Pharmacies and Listings in Categories referred to in Article 3.3. of the Allegro User Agreement.

### III. Terms and Conditions of the Service

1. Allegro.pl shall automatically mark the Listings of Sellers with a special Allegro Smart! Service icon, regardless of the status of the Sellers' Account (Standard/Business), and shall support delivery of the Items purchased on such Listings, provided that all of the conditions of the Seller's eligibility to use the Service are met:

a. general conditions referred to in point 2 below, referring to a professional attitude of a Seller on Allegro, and;

b. detailed conditions referred to in point 3 below, referring directly to the contents of a Listing.

2. General terms and conditions for the Seller's eligibility to use the Services:

a. the Seller must have at least five unique feedbacks: "recommend" on the Seller's account over the past 12 months, a recommendation ratio of at least 98% or the Super Seller status, in accordance with the terms and conditions available at <https://allegro.pl/help/article/super-seller-program-terms-and-conditions-2GZdGoMvAS9>

b. the Seller must provide impeccable Buyer service consisting mainly in the timely shipping and delivery of parcels and providing the Buyers with necessary assistance and support after Items are purchased (e.g. during contact with the Buyer as part of the Discussion);

c. the Seller must make timely payments for the services provided by Allegro.pl on Allegro,

d. the Seller must list Listings in accordance with the terms and conditions of the Allegro User Agreement,

e. the Seller must not be subject to sanctions imposed by Allegro.pl under Article 8.4 of the Allegro User Agreement, in particular sanctions related to offers made by the Seller to finalize the purchase outside Allegro or related to advertising of products and services which are not offered on Allegro.

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

a. the Seller must provide, for the Listing, at least two various methods from two different groups of Items delivery provided by the Deliverers, the list of which is available at: <https://allegro.pl/help/article/parcel-delivery-and-return-methods-in-allegro-smart-service-yVxeR8dWKCV>, where the delivery costs of a single parcel do not exceed the amount specified in the table available via that link or the Seller will provide the parcel tracking number (in "My Allegro" or as part of "Allegro API") for at least 50% of all Transactions completed as part of the Service. The parcel tracking number should be provided to the Buyer in the shipping time declared by the Seller for the specific Listing;

b. the Transaction must be completed in the manner specified in the Listing, in particular by delivering the Items in the number of parcels declared in the Listing, in accordance with the delivery method declared by the Seller;

c. for multi-item Listings, the Seller must offer placing as many Items in a single parcel as possible and ship Items sold on the Listings in the manner described above, unless, given the nature of the Items or the type of agreement made with the Buyer, it is not possible or is excessively burdensome;

d. the Seller must not duplicate Listings for the same Items in the same category;

e. within the Listing the Seller must provide a delivery method for the Items that corresponds to the type and properties of the Items being sold;

f. the Seller must guarantee the appropriate quality of parcel packaging that is suitable for the contents of the parcel, in accordance with requirements of Terms and Conditions of the Deliverers and in accordance with Article IV.6.b of these Terms and Conditions;

g. the Seller must specify the Items price for the Listing marked with the Allegro Smart! service icon so that it is not higher than the price of the same Item offered by the same Seller on the Listing without the Allegro Smart! service icon;

h. the Seller must define and implement the return policy for Items by filling out the form available on Allegro at: <https://na.allegro.pl/warunki-zwrotow> and assign it to the Seller's Listings; in such a case, Allegro.pl will provide the Buyer with the Items return form as part of Allegro Smart! service. The Items return policy mentioned above should comply with the governing provisions of the law. The Buyer should be refunded through the Payment Operator.

i. the Seller must state the value of an available one-off delivery which value must not exceed those set out in the table at <https://allegro.pl/help/article/parcel-delivery-and-return-methods-in-allegro-smart-service-yVxeR8dWKCV> assuming that if the Buyer buys multiple Items as part of the same or several Transactions with the same Seller, the delivery value, regardless of the delivery

method, will not exceed PLN 40 or, if the Seller specifies PLN 0 as the value of the delivery method for payments in advance, assuming that the Items from the Listing are delivered to a parcel locker (paczkomat) or a collection point, where the Seller does not guarantee a free Items return on such Listings.

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 all Transactions concluded by the Seller as part of Allegro Smart!.

#### IV. Rights and obligations of Seller using the Service

1. Delivery methods available for Items under the Service are offered under agreements concluded between Allegro.pl and the Deliverers, where Allegro.pl is the sender within the meaning of Article 3 (10) of the Act of 23 November 2012 on the Postal Law.

2. The Deliverers provide Items delivery and the related Additional Services. The Deliverers are responsible in particular for the quality and punctuality of the Items' delivery, and the number of parcel collection points made available by them. The list of current parcel collection points indicated by the Deliverers and the Rules of service provision by the Deliverers are available here: <https://allegro.pl/help/article/parcel-delivery-and-return-methods-in-allegro-smart-service-yVxeR8dWKCV>.

3. Considering the wording of subpar. 1 and 2 above, Allegro.pl, to allow the Sellers to lodge complaints related to non-performance or improper performance of services provided by the Deliverers, grants the power of attorney to the Sellers to take actual and legal actions related to representing Allegro.pl in complaints process related to services provided by Deliverers as part of the Service. The power of attorney mentioned above in the preceding sentence shall be made available for downloading by the User in the Delivery Settings tab in the Seller's Account. Complaints concerning the services provided by the Deliverers shall be considered in accordance with provisions of the terms and conditions for such services available at: Regulations of "Paczkomaty 24/7" service provision by InPost Paczkomaty Sp. z o.o. , Service Provider's Terms and Conditions – valid documents governing the terms and conditions on which the Service Provider provides the Services, i.e. the General Terms and Conditions of Service Provision by DPD Polska sp. z o.o. in Domestic Trade, which is available at:

Regulamin Świadczenia Usług w Obrocie Krajowym DPD Polska sp. z o.o., Regulamin General Terms and Conditions of Service Provision by DPD Polska sp. z o.o. in Domestic Trade, General Terms and Conditions of Service Provision in International Trade, Detailed Terms and Conditions of Service Provision available at <https://www.dpd.com/pl/pl/moje-dpd/dokumenty-dpd-polska/>

Pocztex Service Terms and Conditions (Terms and Conditions of the provision of the Pocztex service in Poland and Appendix to the Terms and Conditions) available at [www.pocztex.pl](http://www.pocztex.pl)

Terms and Conditions of the Provision and Use of a Non-Universal Postal Service with the trade name: "Przesyłka firmowa eCommerce" ["eCommerce Business Parcel"] available

at <https://allegro.pl/regulaminy/zasadywykonywania-i-korzystania-z-uslugi-pocztowej-niepowszechnej-pod-nazwa-handlowaprzesyłka-firmowa-ecommerce-vKYv9Bb1xi4>

General Terms and Conditions of Service Provision and Transport available at the website of UPS Polska Sp. z o.o. at <https://www.ups.com/pl/pl/help-center/legal-terms-conditions/tariff.page?>

General Terms and Conditions of the Provision of the Allegro 24/7 Parcel lockers InPost Service available at <https://inpost.pl/regulaminy>

subject to the subpar 4 below;

4. If Deliverers reject complaints (complaint and an appeal against a complaint rejected by the Deliverer) lodged by the Sellers with the Deliverers as a result of a loss, damage of or shortage in the parcel, the Seller may, within 14 days of receiving the decision on the rejection, apply to Allegro.pl for the case to be re-considered by the Deliverer.

5. In the cases referred to in subpar. 4 above, the Seller must provide Allegro.pl with documentation of all the circumstances related to the complaint and prove that the complaint has been rejected by the Deliverer.

6. In order to properly use the Service, the Seller shall, after completing a Transaction:

a. immediately print the shipping label in the parcel shipping tool and affix the label to the parcel with the Items to be delivered,

b. properly pack the Items, adequately to the type and properties of the Items being sent, and properly mark the parcel if necessary,

c. meet the Items shipment dates specified by the Seller in the Listings eligible for the Service,

d. provide Allegro.pl with the parcel tracking number (in "My Allegro" or as part of "Allegro API") for at least 50% of the Transactions (parcel tracking),

e. when ordering Items shipments, 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!.

7. It is forbidden for the Sellers to place Items forbidden by governing provisions of the law in the parcels, including Items prohibited by the Act on the Postal Law and governing provisions of the Universal Postal Union, or Items specified in the Terms and Conditions of the Deliverers (for a sample list of forbidden Items <https://allegro.pl/help/article/allegro-smart-preparing-inpost-parcels-forbidden-items-MM5mAZ7klHB>). The Seller is fully liable to Allegro.pl for any damage caused to the Deliverers in connection with parcels shipped in breach of these Terms and Conditions. If the Seller ships a parcel with contents as described above or if the Seller ships a parcel in faulty packaging ("Non-Standard Parcel"), additional service will be necessary to minimize potential negative consequences related to shipping the parcel.

8. If a Non-Standard Parcel as referred to in subpar. 7 above is shipped, the Seller shall pay to Allegro.pl an additional fee for additional handling of such a parcel, at PLN 121.77 for the first Non-Standard Parcel shipped or PLN 1,228.77 for each additional Non-Standard Parcel shipped, in accordance with the rules laid down in Appendix 4 to the Allegro User Agreement.

## V. Payments and settlements

1. The Seller shall make the following settlements in connection with the use of the delivery methods provided by the Suppliers and with the provision of the Additional Services:

a. with Allegro.pl, when using the delivery services provided by the Suppliers listed at <https://allegro.pl/dla-sprzedajacych/allegro-smart-zasady-rozliczen-0K6XkWDOeCP>, in accordance with the price list specified by Allegro.pl for such delivery methods, as described in Appendix 4 to the Allegro User Agreement

b. with the Deliverers, when using Additional Services listed at <https://allegro.pl/help/article/allegro-smart-inpost-additional-services-and-fees-WE7VAO7o9Iq> (Table No. 1), in accordance with the Deliverer's price list for such services;

c. with Allegro.pl, when using Additional Services listed at <https://allegro.pl/regulamin/en/appendix-4#part-v-deliveryand-additional-services-costs>, in accordance with Allegro.pl's price list for such services, as specified in Appendix 4 to the Allegro User Agreement.

2. The fees referred to in subpar. 1.b above shall be settled in the manner specified in separate agreements between the Seller and the Deliverers, and, in the case referred to in subpar. 1.a and c above, in the manner specified in Appendix 4 to the Allegro User Agreement.

3. If any additional costs are incurred in connection with provision of services not described in these Terms and Conditions, the Seller shall pay for such costs to the Deliverer, in accordance with the actual price list of the Deliverer.

4. The invoices for the provision of Additional Services referred to in subpar. 1.b above shall be issued and sent in the manner specified in separate agreements between the Seller and the Deliverers, and, in the case referred to in subpar. 1.c above, in the manner specified in Appendix 4 to the Allegro User Agreement. Information on the detailed statement of fees for Additional Services referred to in subpar. 1 lit. c will be provided to the Seller in the Seller's Account settings.

## VI. Personal data

1. Allegro.pl is the personal data controller for Users and the Sellers with regard to offering the Allegro Smart! Service on the Website within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

2. In the scope related to the provision of the Service of delivering the Items provided by the Deliverers, the Deliverers also are the controllers of the Sellers' personal data. The detailed principles pertaining to the processing of the Sellers' personal data by the Deliverers in connection with the Service are described in the service Terms and conditions of each Deliverer.

3. The personal data processed by Allegro.pl include: data relevant for the given type of the Account on the Website which include: Allegro username (login), forenames and surnames, address of residence or stay, Tax Identification Number, phone number, e-mail address, tracking number, address for delivery and return of Items.

4. Personal data of the Sellers may be transferred to:

a. Deliverers in order to ensure Allegro's accountability of fulfilment of obligations arising from contracts made with such Deliverers;

b. Deliverers – at the Seller's request – to refer questions or complaints regarding the services provided by the Deliverers;

c. entities authorized to receive such data under applicable provisions of law, including competent law enforcement agencies.

5. Relevant provisions of Appendix 5 to the Allegro User Agreement (Privacy Policy) shall apply to the matters not governed by this article.

## VII. Complaints

1. A User may lodge a complaint if the Service provided for by these User Agreement is not provided by Allegro.pl or is provided improperly, in breach of these Terms and Conditions. The User may also lodge a complaint if the fees for Additional Services paid by the Seller directly to Allegro.pl are incorrectly charged.

2. Any complaints relating to the use of the Service or an Additional Service referred to in Article V.1.b. shall be dealt with by Allegro.pl within 14 (fourteen) days of a written complaint lodged by a User.

3. Complaints regarding Services or Additional Services referred to in Article V.1.b, may be lodged by post to Allegro.pl's address or in the electronic form via a contact form available at: <https://na.allegro.pl/smart-formularz>

4. A User may contact Allegro with regard to the services provided under these Rules:

a. in writing to: 60-166 Poznań, ul. Grunwaldzka 182;

b. via a contact form available at: <https://na.allegro.pl/smart-formularz>.

5. Complaints regarding the manner of service provision by Deliverers, including the manner of providing Additional Services, as referred to in Article V.1.a and the fees charged by Deliverers in

connection with provision of such services shall be considered by Deliverers in accordance with the services Rules and conditions provided by the Deliverers.

## VIII. End of service provision

1. The Seller may resign from the Allegro Smart! Service at any time, by sending a resignation to Allegro.pl, provided that the recommended method of terminating the agreement is using the contact form available at: <https://na.allegro.pl/smart-formularz>

2. If these Terms and Conditions or the Allegro User Agreement is breached, in particular if the Seller:

a. takes any actions which adversely impact the security of Allegro operations or are detrimental to other Users or are intended to circumvent safeguards adopted by Allegro.pl or consist in falsification of data as part of the Allegro Smart! Service,

b. fails to comply with provisions of the Terms and Conditions as referred to in Article III subpar. 2 and 3 and in Article IV subpar. 6 and

3. Allegro.pl may cease to provide the Service to the Seller and suspend the Seller's Account in the event of gross violations. Provisions of Article 8.4. of the Allegro User Agreement shall apply accordingly.

## IX. Final Provisions

1. Allegro.pl reserves the right to modify, from time to time, the principles laid down in these Terms and Conditions in the case of promotional campaigns organized by Allegro or its business partners. Terms and conditions of promotional campaigns shall be identified each time in specific terms and conditions of promotional campaigns.

2. Headings (titles of paragraphs) in these Terms and Conditions are used for convenience only and shall not affect interpretation of these Terms and Conditions.

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

4. Relevant provisions of the Allegro User Agreement shall apply to the matters not governed by these Terms and Conditions.

# Appendix No. 13

## **Appendix No. 13. Allegro Lokalnie**

This appendix sets out the rules for using Allegro Lokalnie. Any matters not regulated by this appendix shall be governed by the User Agreement.



## Article 1. Definitions

**Allegro Lokalnie** – a separate section of Allegro dedicated for the conduct of sales by Users of Standard Accounts and Business Accounts, including the associated functionalities, in particular: posting of Announcements and entering into Transactions as part of Announcements, which also enables Users to view Announcements and supports local communities by allowing them to use the functionality of creating and supporting Fundraisers.

**Announcement** – a simplified form of a Listing, created and functioning on Allegro Lokalnie as per Article 3 of this Appendix.

**Announcement with “Buy It Now” option** – an Announcement with an option to make a Transaction on Allegro Lokalnie or Allegro, created and functioning as per Article 4 of this Appendix.

**Announcement with Bidding** – an Announcement with an option to enter into a Transaction on Allegro Lokalnie or Allegro through the bidding procedure, created and functioning as per Article 4 of this Appendix.

**Fundraisers** – functionality that allows users to organise campaigns at Allegro Lokalnie to raise funds for a specific cause, as per Article 10 of this Appendix.

If terms defined in the User Agreement, such as the Seller, the Buyer or the Transaction, are used in this Appendix, they should be understood in the manner specific to Allegro Lokalnie, i.e. taking into account the separateness of Allegro Lokalnie and the rules applicable to it.

## Article 2. Using Allegro Lokalnie

2.1. The functionalities of Allegro Lokalnie related to sales, including the Announcement creation functionality, shall be available to Users who have completed Full Registration (i.e. Users who use a Standard Account) and who are owners of a Business Account.

2.2. Users who have only completed simplified registration with Allegro may only do the following at Allegro Lokalnie:

- a) view Announcements,
- b) acquire items offered through Announcements with “Buy It Now” option and Announcements with Bidding, and
- c) use the Allegro Lokalnie functionalities that can be used for contacting the Seller within Allegro Lokalnie in order to determine the details of the purchase of the Item from the Announcement, except for Transactions as a part of Announcements with “Buy It Now” option or Announcements with Bidding where the Buyer will also be able to open a Discussion.

2.3. Users not registered with Allegro who use Allegro Lokalnie can only view Announcements.

2.4. The Allegro Lokalnie functionality can be used within a separate section of Allegro, available under the following domain: [allegrolokalnie.pl](https://allegrolokalnie.pl) and is accessible from the Allegro homepage.

2.5. The Users of Allegro Lokalnie may use the Delivery Service on the terms provided for in Appendix No. 16a to the User Agreement.

### Article 3. Announcements

3.1. Both at Allegro and Allegro Lokalnie, Users of Standard Accounts or Business Accounts can create Listings in the form of Announcements.

3.2. The Seller prepares the Announcement and submits it to Allegro.pl for publication through the functionalities available in Allegro Lokalnie by selecting the appropriate option and filling out the appropriate form. The Seller submits an Announcement for posting by completing the mandatory fields in the relevant form and approving the Announcement. The non-mandatory fields in the form that have not been completed during the creation of an Announcement may be completed after the Announcement is posted.

3.3. Posted Announcements can be edited.

3.4. Announcements shall be published and visible on Allegro Lokalnie and Allegro.

3.5. Announcements are classified ads (they have an informative nature), similarly to Listings available at Allegro, as referred to in Article 3.3. of the User Agreement. In order to conclude a contract regarding the Item from the Announcement, Users make the necessary arrangements using the Allegro Lokalnie functionalities or based on their own arrangements.

3.6. The User may have simultaneously up to 200 Announcements within its Standard Account or Business Account. The Announcement will last – will remain active – until it is closed by the Seller.

3.7. Announcements cannot be created and listed by using APIs (neither REST APIs nor WebAPIs).

3.8. The User who has created an Announcement can terminate (delete) it at any time.

3.9. Announcements cannot be created or posted as charity Listings. Any and all forms of social and charity activities within Allegro Lokalnie may only be pursued as per Article 10 below.

3.10. Allegro Lokalnie cannot be used to create and list Announcements related to the following categories: "Real Estate" and "Services" – Users can publish Listings on Allegro in these categories on the terms set out in the User Agreement. In the case of the "Tickets" and "Live animals" categories, announcements listed on Allegro through Business Accounts are published on the terms specified for Allegro, while those listed on Allegro Lokalnie through Standard Accounts on those specified for Allegro Lokalnie. The creation of Announcements is also excluded for the Items the sales of which require the creation of a Business Account pursuant to Appendix 1 to the User Agreement, also via a Business Account.

3.11. Announcements are divided into categories.

3.12. Announcements shall not feature the 'warranty', 'returns', 'about seller' and 'complaint' tabs. The Seller may include this information in the Announcement description. In the Announcement:

- a) Items do not have to be presented against a white, uniform background;
- b) the Seller's contact details may be displayed;
- c) the Announcements shall not be governed by the provisions of the User Agreement on multi-variant Listings.

3.13. Matters related to Announcements not regulated by this Appendix shall be governed by the provisions on Listings of the User Agreement.

3.14. Announcements can only be used to sell Items. Announcements which offer exchange or donation of Items or conclusion of other types of contracts are excluded.

3.15. Multiple pieces of the same Item can be sold through a single Announcement.

3.16. In a single Standard Account or Business Account, it is possible to create and list the maximum total number of 10 Announcements in the "Automotive" category on Allegro Lokalnie. For creating and listing Announcements in the subcategories: "Cars", "Motorcycles and quads", "Machines", "Trailers, semitrailers" and "Other vehicles and boats" in the "Automotive" category on Allegro Lokalnie, there shall be a fee charged according to Appendix 4 to the User Agreement. In the case of Announcements in these subcategories, the Announcement auto-renewal option shall be enabled by default for the period of 90 days from the date of listing the Announcement. Announcements in the subcategories: "Cars", "Motorcycles and quads", "Machines", "Trailers, semitrailers" and "Other vehicles and boats" in the "Automotive" category may be created in the following options with the following duration:

- a) "Lite" – the duration is one day (24 hours) from the listing time;
- b) "Turbo" – the duration is 10 days from the listing date;
- c) "Nitro" – the duration is 30 days from the listing date.

3.17. Announcements listed on Allegro Lokalnie shall be sorted by default by the listing date with the most recent ones at the top of the list. Announcements displayed at Allegro shall be sorted by default randomly

## Article 4. Announcements with "Buy It Now" option and Announcements with Bidding

4.1. Through its Standard Account or Business Account, the User can create Announcements with "Buy It Now" option.

4.2. Announcements with "Buy It Now" option can be created by selecting the appropriate option, especially at the time when the Announcement is created or edited.

4.3. An Announcement with "Buy It Now" option shall function as an Announcement, except as provided in this Article 4. The provisions on Announcements shall apply accordingly.

4.4. An Announcement with "Buy It Now" option will be marked with the "Buy It Now" button.

4.5. The User may use its Standard Account or Business Account to create Announcements with Bidding by selecting the appropriate option, in particular when creating or editing the Announcement.

4.6. An Announcement with Bidding functions as an Announcement, subject to the provisions of this Article 4. The provisions on Announcements shall apply accordingly.

4.7. The following rules shall apply to Announcements with Bidding:

a) the price set in the Announcement with Bidding is the starting price and is disclosed to all Users from the start;

b) the starting price may not be lower than PLN 1; the minimum increment amount shall be PLN 1; the first bid placed under an Announcement with Bidding must be at least equal to the starting price, however, it may not be lower than PLN 2;

c) bidding shall take place in real time, which means that a bid placed by the User in a given auction becomes immediately visible to all Users and outbids them (their increment amounts) if it is the highest;

d) when a bidder joins the auction during the last 60 seconds, the bidding is extended by 5 minutes;

e) the Seller may end the bidding before the auction end time, in which case the transaction – conditional, on condition of making the payment to the Seller in accordance with this Appendix – within the Announcement with Bidding is made between the Seller and the User who placed the highest bid at the time when the auction was closed;

f) announcements with Bidding remain listed for 7 days, subject to (d) above.

4.8. The transaction – conditional, on condition of making the payment to the Seller in accordance with this Appendix – under an Announcement with Bidding is concluded upon the lapse of the bidding time, subject to the possibility of it being extended as per this Article 4, with the User who has placed the highest bid during the auction.

4.9. Announcements with Bidding can only be used to list one piece of an Items or one set of an Item.

4.10. "Buy It Now" and Bidding cannot be combined under a single Announcement.

4.11. Announcements with "Buy It Now" option and Announcements with Bidding shall be counted against the Announcement limit referred to in Article 3.6 above.

4.12. The "Buy It Now" and Bidding option cannot be removed from an Announcement with "Buy It Now" option and Announcement with Bidding respectively.

4.13. Subject to Article 3.10 above, only Announcement can be published in the "Tickets" category and in the subcategories: "Cars", "Motorcycles and quads", "Machines", "Trailers, semitrailers" and "Other vehicles and boats" in the "Automotive" category on Allegro Lokalnie. Announcement with "Buy It Now" option and Announcement with Bidding may not be published in this category on Allegro Lokalnie.

## Article 5. Transactions made as part of Announcements

5.1. Transactions concluded by the parties by them contacting each other in connection with an Announcement are executed at the full discretion of the parties to the Transaction. For the avoidance of doubt, the parties may agree on the terms of the Transaction in any manner they choose, subject to applicable laws. The Seller should provide the delivery period if it is longer than 7 days from the Transaction conclusion date.

5.2. Transactions under Announcements with "Buy It Now" option shall be concluded at the following times:

- a) when the price is paid using the payment methods specified in the second sentence of Article 5.7 of the User Agreement: upon the payment of the purchase price by the Buyer; if the price is not paid for 5 days of the transaction date – irrespective of the reason – no Transaction is concluded;
- b) when the price is paid on the "cash on delivery" basis or upon the delivery, at the time when the delivery form is completed and approved.

5.3. Transactions under Announcements with Bidding shall be concluded at the following times:

- a) when the price is paid using the methods specified in the second sentence of Article 5.7 of the User Agreement: upon the payment of the purchase price by the Buyer; if the price is not paid for 5 days of the transaction date – irrespective of the reason – no Transaction is concluded;
- b) when the price is paid on the "cash on delivery" basis or upon the delivery, at the time when the delivery form is completed and approved.

5.4. Failure by the Buyer to make the payment within the timeframes specified above results in the termination of the sales contract, which until the deadlines indicated in Articles 5.2. and 5.3. above is concluded on conditional basis. In the case referred to in the preceding sentence, a given Announcement will be automatically visible again on Allegro Lokalnie, unless the Seller resigns from such automatic re-listing by selecting the appropriate option in their Account, under My Allegro Lokalnie > My local sales > Orders from buyers, and My Allegro Lokalnie > My local sales > Closed announcements.

## Article 6. Communication between Users in Allegro Lokalnie

Within Allegro Lokalnie, Buyers and Sellers can use the chat feature to communicate about an Announcement or an Announcement with "Buy It Now" option or Announcement with Bidding.

## Article 7. Allegro Lokalnie fees

The fees for the services provided on Allegro Lokalnie shall be calculated according to the rates and on terms and conditions set out in Appendix No. 4 "Fees and commissions" to the User Agreement.

## Article 8. Reservations

8.1. A User who has completed his/her Registration may ask the Seller who has listed an Announcement with "Buy It Now" option to reserve the Item. Upon the reservation, an Announcement is no longer visible on the list of Announcements. Reservation of only some of the offered Items is possible, in which case the Announcement with "Buy It Now" option will be changed so that the "Buy It Now" option will be visible to other Users only for the unreserved Items.

8.2. If by choosing the appropriate option the Seller accepts the User's request, as referred to in paragraph 1 above, the reservation is made. If the Seller consents to reservation, the User for whom the reservation has been made should use the "Buy It Now" option and complete and confirm the delivery form within 12 hours of the time when the reservation request is accepted. If the "Buy It Now" option is not selected and the delivery form is not completed within the above timeframe, the reservation shall expire, and the Announcement with "Buy It Now" option shall become available to other Users again.

8.3. A User can make reservations under a maximum of 3 Announcements with "Buy It Now" option.

8.4. A User who has requested a Seller for a reservation may cancel the request and the reservation itself at any time.

## Article 9. Non-availability of certain services and functionalities within Allegro Lokalnie

9.1. The following services shall not be available in Allegro Lokalnie, in particular upon the sale and purchase of Items:

- Allegro Smart! service the services described in the Allegro Smart! Terms and Conditions,
- the service specified in the rules of the Allegro Rat service,
- the service specified in the Allegro Pay Terms and Conditions,
- Allegro Promotional Vouchers purchased under § 2(4) of the Coin Programme Rules,
- the deferred payment service,

- Allegro.pl gift cards and vouchers to be used in Allegro.

9.2. The Buyer Protection Programme only covers Announcements with "Buy It Now" option and Announcements with Bidding – in both cases except for Transactions where payment is made on personal pick-up – and does not cover Announcements other than Announcements with "Buy It Now" option and Announcements with Bidding.

9.3. Allegro Lokalnie does not provide shipment tracking functionalities.

9.4. As regards the promotion of Announcements, use can only be made of the listing feature, whereby the said feature shall be effective for 10 days for Announcements with "Buy It Now" option and for 7 days for Announcements with Bidding, except for the subcategories: "Cars", "Motorcycles and quads", "Machines", "Trailers and semi-trailers" and "Other vehicles and boats" in the "Automotive" category, for which the listing feature shall be available in the following options: "Lite" – 24 hours; "Turbo" – 10 days; "Nitro" – 30 days; however, in the case of using the feature option already when the Announcement is posted, the feature use period shall end at the time (hour/minute) corresponding to the time of enabling the listing feature or at the time of closing the Announcement. A listing feature purchased for an Announcement that has ended ahead of time shall not pass on to a newly issued Announcement. Listing feature, except for the "Automotive" category A feature will not be renewed automatically, but can be renewed by the User who has created the respective Announcement.

9.5. Feedback system shall be excluded for Allegro Lokalnie. The provisions of Article 11 of the User Agreement do not apply to Allegro Lokalnie.

## Article 10. Fundraisers

10.1. Creating and supporting Fundraisers under Allegro Lokalnie is possible on the terms set out in this Article 10.

10.2. A Fundraiser can only be organised by the following:

a) an association within the meaning of the Associations Act of 7 April 1989 (consolidated version: Journal of Laws of 2019, item 713, as amended) or a foundation within the meaning of the Foundations Act of 6 April 1984 (consolidated version: Journal of Laws of 2018, item 1491, as amended), acting as a charity organisation or an organisation acting for the benefit of a local community, which has met all the following conditions: it registered a Business Account and then obtained the "Charity Organisation" status for it, in particular by successfully passing the verification procedure specified by Allegro.pl, and the said Account remains active;

b) a User who acts within a public benefit organisation within the meaning of the Act on public benefit and volunteering activity of 24 April 2003 (consolidated text: Journal of Laws of 2012, No. 234, item 1536, as amended), a charity organisation or an organisation acting for the benefit of a local community specified in particular in (a) above, who has a Standard Account, and who has also submitted the relevant documents, as indicated upon the creation of the Fundraiser, which confirm that the User acts as part of the organisation;

c) a User who acts as the headmaster of a school, who has a Standard Account, and who has also submitted the relevant documents, as indicated upon the creation of the Fundraiser, which confirm his/her function;

d) a User who is a representative of a parent board or is a teacher active within a school, registered with a Standard Account, and who has also submitted the relevant documents, as indicated upon the creation of the Fundraiser, which confirm his/her function.

Within the meaning of the User Agreement, the term 'school' includes public and private primary school, secondary schools, art schools, and kindergartens.

10.3. Fundraisers may only be created by the entities specified in Article 10.2 above. Fundraisers are created by using the appropriate Allegro Lokalnie functionalities. In order to create a Fundraiser, an authorised User must:

a) provide Allegro.pl with the documents required for the respective category of Users, as defined in Article 10.2. of this Appendix, confirming that the User belongs to the category of persons referred to in Article 10.2.(b), (c) or (d), as well as obtain confirmation of positive verification of the documents in question from Allegro.pl;

b) name the beneficiary of the Fundraiser, i.e. the entity that will receive funds raised through the Fundraiser completed as per Article 10 of this Appendix;

c) state the bank account to which funds from the Fundraiser completed as per Article 10 of this Appendix and the documents confirming that the bank account in question belongs to the Fundraiser beneficiary;

d) state the purpose of the Fundraiser;

e) state the duration of the Fundraiser, however not longer than 6 months;

f) state the amount to be raised, however not higher than PLN 5.000 (say: five thousand zlotys).

The Fundraiser begins – becomes visible to Users – upon the positive verification by Allegro.pl of the documents referred to in (a) above. A Fundraiser is completed when:

a. the amount to be raised during the Fundraiser has been raised;

b. after the end of the Fundraiser period, the entity that organised the Fundraiser declares that the funds raised during the Fundraiser by that time are sufficient to achieve the purpose of the Fundraiser;

c. after the end of the Fundraiser period, the entity that organised the Fundraiser donates the funds raised during the Fundraiser to a different Fundraiser in progress from the same category or from the category which is the closest to that category.

10.4. The cause for which money is raised through a Fundraiser can only relate to:



- 1) social assistance, including assistance to families and people in difficult life situations, and providing equal opportunities for such families and people;
- 2) supporting the family and foster care system;
- 3) charity activities;
- 4) upholding and popularising the national tradition, cultivating Polishness and raising national, civic and cultural awareness;
- 5) activities for national and ethnic minorities and a regional language;
- 6) health protection and promotion, including medical activities within the meaning of the Medical Activities Act of 15 April 2011 (Journal of Laws of 2018, items 2190 and 2219);
- 7) activities for the benefit of the disabled;
- 8) activities promoting the equal rights of women and men;
- 9) activities for retired persons;
- 10) activities supporting the development of technology, inventiveness and innovation, as well as dissemination and implementation of new technical solutions into business practice;
- 11) activities supporting the development of local communities;
- 12) science, higher education, education, pedagogy and upbringing;
- 13) activities for children and youth, including leisure for children and youth;
- 14) culture, art, protection of cultural assets and national heritage;
- 15) supporting and disseminating physical education;
- 16) ecology, protection of animals, and conservation of natural heritage;
- 17) tourism and regional and cultural education;
- 18) public order and security;
- 19) rescue and civil protection;
- 20) aid to victims of disasters, natural disasters, armed conflicts and wars in Poland and abroad;
- 21) promotion and organisation of volunteering;
- 22) activities for veterans and repressed persons;

23) activities for veterans and victim veterans within the meaning of the Act of 19 August 2011 on foreign operation veterans (Journal of Laws of 2018, items 937 and 2018);

24) activities for the family, motherhood, parenthood, promotion and protection of children's rights;

25) revitalisation;

whereby, for the avoidance of doubts, it is hereby noted that the pursuit of the above causes cannot involve activities and organisation of Fundraisers that contravene the provisions of law, good practices, infringe upon the rights of third parties or commonly accepted social norms, and those that propagate fascism or other totalitarian political system or incite hatred on the basis of nationality, ethnic origin, race or religious beliefs or lack thereof. Allegro.pl may also refuse to organise a Fundraiser and terminate a Fundraiser already in progress in the event of the violation by it of third-party rights or the image or good reputation of Allegro.pl or a Fundraiser which may adversely affect this image and a Fundraiser which raises reasonable doubts as to its compliance with law or for which there is a likelihood of fraud.

10.5. A Fundraiser shall be visible to all Users.

10.6. The Fundraisers' beneficiaries may include respectively:

a) For Fundraisers specified in Article 10.2.a) hereof – an entity referred to in Article 10.2.a) hereof;

b) For Fundraisers specified in Article 10.2.b) hereof – an entity within which the User operates;

c) For Fundraisers specified in Articles 10.2.c) and 10.2.d) hereof – an entity that is a holder of the account of a parent board;

whereby the Fundraiser's beneficiary, based on the representations with which Allegro.pl has been provided, commits to use the funds collected in accordance with the purpose and description of the Fundraiser, and also to transfer the funds to a relevant entity (the Fundraiser's ultimate beneficiary).

10.7. A Fundraiser can be set up for a definite period of time, not longer than six months. The maximum amount that can be raised through a Fundraiser is PLN 5.000 (say: five thousand zlotys).

10.8. The money raised through a Fundraiser shall be allocated for the cause specified for the Fundraiser – the amount shall be transferred to the bank account stated by the User who has created the Fundraiser – on condition of raising the full amount specified for the Fundraiser in the period for which the Fundraiser was organised or upon the lapse of the Fundraiser period, provided that the User who/which is the Fundraiser organiser makes a statement that the funds raised by that time as part of the Fundraiser are sufficient to achieve the purpose of the Fundraiser. If the amount is not raised within the time allotted for the Fundraiser and the Fundraiser organiser fails to make the statement referred to in the preceding sentence, the Fundraiser organiser must indicate a different Fundraiser from the same category in the vicinity for which the amount raised already is the closest to the amount to be raised as part of this Fundraiser. If no such Fundraiser is indicated, the funds shall be transferred to a randomly selected Fundraiser from the same category or from

the closest category. If the amount raised for the Fundraiser is exceeded, the surplus funds shall be transferred to the same account as indicated by the organiser for payments of the funds out of the Fundraiser.

10.9. Allegro.pl does not charge any fees for providing and supporting the Fundraiser functionalities.

10.10. Allegro.pl shall verify the Fundraiser, and particularly the account to which the funds raised through the Fundraiser are to be transferred, only by verifying the documents referred to in Article 10.3(c).

10.11. As regards the payments and collection and transfer of raised funds, Fundraisers are supported by PayU S.A. with its registered office in Poznań, on the terms set out in Appendix 7A to the User Agreement, and, on a supplementary basis, in this Appendix. Fundraisers may be supported only if the payment methods supported by PayU S.A. with its registered office in Poznań are used for the Transaction.

10.12. The Seller may donate the entire or a portion of the Item Price received from an Announcement with "Buy It Now" option and Announcement with Bidding to a Fundraiser of his/her choice, except for the following categories: "Health and beauty": "Erotica", "Natural medicine", "Dietary supplements"; "Automotive": "Cars", "Motorcycles and quads", "Machines", "Trailers, semi-trailers", "Other vehicles and boats"; "Sport and tourism": "Military supplies": "ASG", "Airguns"; "Culture and entertainment": "Tickets, coupons, vouchers". The Seller shall indicate the Fundraiser when creating the Announcement with "Buy It Now" option or Announcement with Bidding, respectively. The amount shall be transferred to the Fundraiser at the time of the payment for the Transaction related to the Announcement with "Buy It Now" option or the Announcement with Bidding for which the Seller has decided to donate the entire or a portion of the price to a given Fundraiser, subject to the terms set out below. The Seller may not change the supported Fundraiser through editing the Announcement with "Buy It Now" option or Announcement with Bidding. If the Fundraiser chosen by the Seller ends before the conclusion of the Transaction under the respective Announcement with "Buy It Now" option or Announcement with Bidding, the entire price paid will be transferred to the Seller and a fee will be charged on the transaction in accordance with Appendix No. 4, Part IV A. Allegro Lokalne Fees, clause 1. In the event of a surplus over the amount to be raised, Article 10.8 shall apply mutatis mutandis.

10.13. Funds donated by the User shall be transferred first to the Fundraiser selected by the User. When the Fundraiser does not end with the raising of the full amount of the Fundraiser within the period for which the Fundraiser has been created, the Fundraiser organiser may declare that the funds raised for the Fundraiser by that time are sufficient to achieve the purpose of the Fundraiser – in this case, funds from the Fundraiser shall be transferred to the account indicated by the Fundraiser organiser; if the organiser fails to submit the said declaration, the Fundraiser shall be extended automatically once by 3 months.

After the end of the Fundraiser period, including the extended period, when the Fundraiser does not end with the raising of the amount specified for the Fundraiser, the entity that organised the

Fundraiser shall declare that the funds raised during the Fundraiser by that time are sufficient to achieve the purpose of the Fundraiser – in this case, funds from the Fundraiser shall be transferred to the account indicated by the Fundraiser organiser. In the absence of or refusal to make the declaration referred to in the preceding sentence, the entity organising the Fundraiser shall transfer, through Allegro Lokalnie, the funds raised for the Fundraiser to a different Fundraiser in progress from the same category or from the category which is the closest to that category.

10.14. If the second Fundraiser also fails and the Fundraiser organiser is not able to achieve the purpose of the Fundraiser with a smaller amount, the funds donated by the User will be transferred to the next Fundraisers from the same category of Fundraisers.

10.15. By donating funds to a Fundraiser selected by the User, the User consents to the transfer of funds from a failed Fundraiser to other Fundraisers, as per Articles 10.13-10.14 above.

10.16. The role of Allegro.pl is limited to providing Users with a tool enabling them to create Fundraisers on the terms set out in the User Agreement. Users have full discretion in respect of their decision to support a specific Fundraiser. Before making a decision to support a Fundraiser, the User should always carefully read all the information regarding the Fundraiser. Users make decisions to support Fundraisers at their own risk and responsibility.

10.17. Allegro.pl is not responsible for the actions or omissions of Fundraiser organisers, who act independently of Allegro.pl when creating Fundraisers. Verification by Allegro.pl is limited to making sure that the Fundraiser satisfies the formal requirements set out in the User Agreement. Furthermore, Allegro.pl does not guarantee that a Fundraiser will be successful.

10.18. If the User decides to support a Fundraiser on the terms set out in the User Agreement, this shall be tantamount to entrusting funds intended for the Fundraiser to the entity that runs the Fundraiser in order for the funds to be donated to the selected Fundraiser based on the instruction from the User who supports the Fundraiser and on the terms set out in the User Agreement.

10.19. From the moment a Fundraiser is created, PayU S.A. will maintain a settlement tool for the entity that runs the Fundraiser, on which funds donated to the Fundraiser will be collected. The entity that has created a Fundraiser and that has been entrusted by Users with funds for the Fundraiser shall allocate the funds exclusively to Fundraisers, as instructed by Users, which shall only be done through the Allegro Lokalnie functionality designed for Fundraisers. The funds collected on the settlement tool will be distributed in accordance with the Users' instructions with no need for the entity that has set up the Fundraiser to take any action. The entity creating the Fundraiser gives the consent referred to in this paragraph 10.19 when creating the Fundraiser.

10.20. Given the adopted technical solutions and the temporary allocation of the funds to the settlement tool of the User organising the Fundraiser, there is a risk that the funds deposited in that settlement tool may be seized by enforcement authorities as part of enforcement proceedings instituted against the User. When organising a Fundraiser, the User represents that no enforcement proceedings are pending against them and that there are no impediments or circumstances which could threaten the correct organisation and running of the Fundraiser, including the funds raised

as part thereof. Where the funds have been lost for reasons attributable to the User, the User shall commit to reimburse Allegro.pl for them without undue delay.

10.21. Where a Fundraiser features a photograph, the User represents and warrants that they are authorised to use the photograph and that they have obtained any required thirdparty consents to use the said photograph, and that the use thereof as part of the Fundraiser will not infringe any third-party rights. The photograph must be linked with the purpose of a given Fundraiser and it may not contain any illegal or offensive content or content contrary to the generally applicable customs and standards of social conduct. Allegro.pl reserves the right to remove the photographs which, in the company's opinion, breach the provisions of this Article 10.21.

## Article 11. Privacy policy – Fundraisers

Allegro.pl is the personal data controller for the Users organising Fundraisers within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

Personal data processed by Allegro.pl in connection with the provision of services as part of Allegro Lokalnie include the following:

- 1) The personal data of the Users and entities organising Fundraisers, also the User identification data provided as part of the Allegro account registration which may include: the User's full name, e-mail address, login, phone number and mailing address. Additionally, the User's personal data concerning the User's employment with or activity within the entity organising the Fundraiser (the function and title).
- 2) The personal data of the entities' representatives confirming the title or function of the User organising the Fundraiser within the entity providing the said confirmation, including the representative's full name and function or title.
- 3) The personal data of the Fundraisers' beneficiaries: their full name, address and bank account number.
- 4) The personal data of the Users viewing the Fundraisers: their address details (only if the User has not objected thereto).
- 5) The personal data of the Users participating in the Fundraisers: the User identification data provided as part of the Allegro account registration which may include the User's full name, e-mail address, login and mailing address.
- 6) The personal data of the persons being the ultimate beneficiaries of the Fundraiser: the information provided in the description of the Fundraiser, particularly their full name, image and information about their health condition.

## Allegro.pl's use of the collected data

1. The personal data of the Users and entities organising the Fundraisers shall be processed in connection with organising, running, presenting, summarising and supporting the Fundraiser, also for the purpose of handling the Fundraiser, and particularly for the purpose of organising and managing the Fundraiser, making payments towards the Fundraiser, sending Fundraiser-related notifications, verifying the User's authorisation to organise the Fundraiser pursuant to the User Agreement.
2. The personal data of the entities' representatives providing confirmation of a given User's authorisation to start the Fundraiser or the User's activity within the entity shall be processed for the purpose of confirming that the User is employed in a given capacity or performs a given function.
3. The personal data of the Fundraisers' beneficiaries shall be processed for the purpose of organising, running, presenting and supporting the Fundraisers and disclosing them to the Users and entities organising the Fundraisers, for the purpose of confirming that the funds paid towards the Fundraiser have been transferred to a given beneficiary and that the User has made a payment towards a given Fundraiser as part of Allegro Lokalnie.
4. Allegro.pl shall process the personal data of the Users interested and participating in the Fundraisers to enable participation in the Fundraiser and its organisation. Additionally, provided that the User has not objected thereto, the address details shall be processed to present the Fundraisers in the User's location (vicinity).
5. The personal data of the persons being the ultimate beneficiaries of the Fundraiser shall be processed for the purpose of organising, running and presenting the Fundraiser.

## Data retention period

The personal data of the entities' representatives confirming the title or function of the User organising the Fundraiser shall be retained for 6 years counting from the first day of the year following the year in which PayU has terminated its trade relationship with the User.

All matters not stipulated herein shall be governed by the provisions of Appendix No. 5. Privacy Protection Policy.

# Appendix No. 14

## **Appendix No. 14. General Terms and Conditions of the Cooperation Related to the Mail Order Sales of Medicinal Products**

## I. GENERAL PROVISIONS

### Article 1. DEFINITIONS

Terms used in this document shall be construed to mean as follows:

**Pharmaceutical Law Act** – the Polish Act of 6 September 2001 – Pharmaceutical Law, in its present wording.

**Minister of Health's Regulation** – the Regulation of the Polish Minister of Health of 26 March 2015 on the mail order sales of medicinal products.

**Agreement** – an agreement providing for the principles of making Mail Order Sales by the Seller using the Individual Website, entered into by the Seller and Allegro.pl.

**General Terms and Conditions** – these General Terms and Conditions of the Cooperation Related to the Mail Order Sales of Medicinal Products.

**Sales Establishment** – a public pharmacy within the meaning of the Pharmaceutical Law Act operated by the Seller pursuant to a competent authority's authorisation, from which the Seller intends to make Mail Order Sales in their Account.

**Authorisation** – an authorisation to operate the Sales Establishment issued by a competent authority.

**National Register** – the National Register of Authorisations to Operate Public Pharmacies, Dispensaries and the Register of Authorisations Issued to Operate Hospital Pharmacies and Company Pharmacies, available at <https://rejestrmedyczne.csioz.gov.pl/ra/search/public>

**Product** – a medicinal product, a medical device or other product authorised for sale in public pharmacies in accordance with Article 86.8 in connection with Article 72.5 of the Pharmaceutical Law Act, offered in the Sales Establishment's Listing.

**Sales Establishment's Listing** – a proposal to conclude a contract of sales for a Product under the terms provided for by the Seller, including in particular the price and description of the Product offered, using and via the Individual Website.

**Order Form** – an electronic form available to the User on their Individual Website displayed to the Buyer upon selecting the Sales Establishment's Listing, containing data specified by law, in particular § 2.2 of the Minister of Health's Regulation.

**Individual Website** – a website for the Sales Establishment in the allegro.pl domain with a unique address assigned to the Account, on which the Sales Establishment's Listings will be posted.

**Mail Order Sales** – mail order sales of medicinal products within the meaning of Article 2.37aa of the Pharmaceutical Law Act and of other Products made by the Sales Establishment on the Individual Website.

## Article 2. THE SUBJECT OF THE COOPERATION

### 2.1.

Allegro.pl shall provide the Seller with IT tools to make Mail Order Sales, including the Individual Website on which Listings will be posted, on the terms provided for in these General Terms and Conditions and, within the scope referred to in Article 2.2 below, also in the User Agreement.

### 2.2.

The Agreement and the General Terms and Conditions shall be the basic source of the mutual rights and obligations of Allegro.pl and the Seller. The User Agreement shall apply to the mutual rights and obligations of Allegro.pl and the Seller only to the matters not governed by the Agreement and the General Terms and Conditions. In the event of a conflict between the General Terms and Conditions and the User Agreement, the General Terms and Conditions shall prevail in the relations between Allegro.pl and the Seller. With respect to the relation between Allegro.pl and the Seller, the Parties shall completely exclude the application of the following clauses of and appendices to the User Agreement:

Appendix No. 6

Appendix No. 12

### 2.3.

The Seller shall make Mail Order Sales in the Sales Establishment's Account on the Individual Website according to the principles stipulated in the General Terms and Conditions and in the Agreement.

### 2.4.

The Seller acknowledges that the functionality of the Sales Establishment's Account shall be limited to order placing, order processing and payment processing features. For the Accounts referred to in the preceding sentence, the following functionalities and services shall be disabled: a. promoting and advertising the Sales Establishment or the Sales Establishment's Listings; b. Allegro Smart! c. the possibility of posting the Sales Establishment's Listings for bidding; d. the possibility of posting Charity Listings.

### 2.5.

Allegro.pl shall prevent Transactions as part of the Sales Establishment's Listings concerning medicinal products (OTC medicines) with Users of Junior Accounts.

### 2.6.

In the Sales Establishment's Account, Allegro.pl shall not provide to the Seller any services other than the services expressly listed in the General Terms and Conditions, the Agreement and the User



Agreement, in particular it shall not provide financing, security or advertising services to the Sales Establishment, or any intermediation services related to the execution of third-party service agreements.

### Article 3. REGISTERING A PHARMACY'S ACCOUNT

#### 3.1.

The Seller shall Register an Account for the Sales Establishment using the respective registration form filled in by the Seller in accordance with facts and the legal status and on the basis of copies of documents submitted by them and confirming their business data.

The registration form must include at least the following data:

- a. the Seller's business name, address and registered office, and if the Seller is a natural person conducting business activity, the address of their place of business;
- b. the Sales Establishment's address;
- c. the Sales Establishment's name, if any; d. phone number, fax number and e-mail address.

#### 3.2.

Upon the verification of the completed registration form by Allegro.pl, a message shall be sent to the e-mail address provided in it, which, in the case of the positive outcome of the verification, shall contain the Agreement. Upon the Seller's approval of the content of the Agreement by replying to the message referred to in the preceding sentence, the Seller shall be sent to their e-mail address the information on the execution of the Agreement with the address of the Individual Website and other information required by law. 3.3.

#### 3.3.

The Sales Establishment shall declare its intention to make Mail Order Sales according to the procedure referred to in Article 68.3c of the Pharmaceutical Law Act indicating the address of the Individual Website as the address of the website on which the Sales Establishment will make the Mail Order Sales of medicinal products. If, prior to the establishment of the cooperation with Allegro.pl, the Seller declared their intention to make mail order sales of medicinal products indicating the address of a different website, the Seller shall update their declaration indicating the address of the Individual Website as the address of the website on which the Sales Establishment makes the Mail Order Sales.

#### 3.4.

Upon the execution of the Agreement: a. the Seller shall be able to make the Mail Order Sales at Allegro on the principles stipulated in the General Terms and Conditions and the Agreement; b. the Sales Establishment's Listings shall be marked for all visitors at Allegro as "from a Pharmacy" listings.

3.5.

During the Registration of the Sales Establishment's Account and later use of Allegro, the Seller shall provide the required and true data and information and also make true statements. The Seller should update on an ongoing basis the data in the settings after logging in to the Sales Establishment's Account. The Seller may not delete the data provided in the settings of the Sales Establishment's Account after its Registration.

3.6.

In the case of the Registration of more than one Account by the same Seller to make Mail Order Sales by each subsequent Sales Establishment, a separate Agreement must be concluded.

3.7.

The Registration by the same Seller of an Account other than the Sales Establishment's Account shall be possible on general principles provided for in the User Agreement. In this case, however, the sales of Products shall be permitted only in the Sales Establishment's Account and the Seller must ensure that Users are not redirected from Listings in the other Account to the Sales Establishment's Account and the content of such Listings may not otherwise refer to business activities carried out in this Account.

3.8.

The Seller may not use the Sales Establishment's Account to carry out activities that violate the Agreement, the General Terms and Conditions or the User Agreement.

3.9.

The Seller may not make the Sales Establishment's Account available to other persons, except for making it available to persons duly authorised by them to act on their behalf.

## II. INDIVIDUAL WEBSITE

### Article 4. Using the Individual Website

4.1.

Upon the execution of the Agreement referred to in Article 3.2. above, Allegro.pl shall inform the Seller about the address of the Individual Website to make the Mail Order Sales on the terms provided for in the General Terms and Conditions and the Agreement.

4.2.

The Seller shall have the right to use the Individual Website, in particular to post the Sales Establishment's Listings on it.

4.3.

Allegro.pl may not interfere in the content, appearance, graphic layout, type of Products listed, except for the cases described in these General Terms and Conditions and the User Agreement.

#### 4.4.

The Sales Establishment's Listings posted on the Individual Website shall contain the following elements required by law for the website on which mail order sales of medicinal products are made, i.e.:

- a. the Seller's name and registered office;
- b. the Sales Establishment's address;
- c. the authority that issued the Authorisation with the Authorisation number;
- d. contact details of the competent Voivodship Pharmaceutical Inspector, including at minimum the name of the office, the office address, e-mail address, phone or fax number;
- e. clearly visible joint "green cross" logo containing a hyperlink to the record referring to a specific pharmacy in the list of pharmacies selling products by mail order <http://ra.rejestrymedyczne.csioz.gov.pl/layouts/15/ra/InternetPharmacies.aspx>,
- f. the reference to the information available at <https://www.gif.gov.pl/bip/internetowa-sprzedaz-le/415,Internetowa-sprzedazlekow.html>,
- g. the reference to the National Register; h. the link to the Authorisation in the PDF format.

#### 4.5.

The Seller shall be responsible for the content of the Individual Website published by them.

#### 4.6.

The rights under the Agreement, including the rights to the Individual Website, may not be transferred, with the proviso that, with the consent of Allegro.pl, such rights may be transferred in the event of issuing the decision to assign the Authorisation pursuant to Article 104a of the Pharmaceutical Law Act to the entity that has acquired the Sales Establishment, if all the following conditions are met:

- a. The entity that has acquired the Sales Establishment must present of a copy of the final administrative decision referred to in Article 104a.1 of the Pharmaceutical Law Act;
- b. The entry in the National Register regarding the designation of the entity making mail order sales of medicinal products in the Sales Establishment is updated by indicating the entity that has acquired the Sales Establishment.

## Article 5. THE SALES ESTABLISHMENT'S LISTINGS

### 5.1.

Only a sales contract with the Buy It Now option may be concluded in the Sales Establishment's Listing. The Sales Establishment's Listing may be for one or more pieces of a Product.

### 5.2.

The sales of Products in the Sales Establishment's Account should be related only to the business activity consisting in the Mail Order Sales in the Sales Establishment. Items which are not Products may not be sold in the Sales Establishment's Account.

### 5.3.

In the Sales Establishment's Account the Seller may not offer Products the trade in which violates applicable laws, in particular:

- a. Products recalled or suspended;
- b. Products past their expiry dates;
- c. Products not legally marketed in the Republic of Poland;
- d. non-original Products (the so-called "counterfeit products"), including falsified medicinal products within the meaning of Article 2.38 of the Pharmaceutical Law Act;
- e. Products the trading of which infringes third-party rights (in particular copyrights and other intellectual property rights) and the listing of which may be considered as infringing good practice;
- f. Products included in the list of medicinal products, foodstuffs intended for particular nutritional uses and medical devices that may become unavailable on the territory of the Republic of Poland referred to in Article 37av.14 of the Pharmaceutical Law Act.

### 5.4.

Notwithstanding the provisions of Article 5.3., the following may not be offered:

- a. narcotic drugs, psychotropic substances, intoxicating substances;
- b. Products prescribed by physicians;
- c. Products that may be issued to patients who reach a certain prescribed age;
- d. Products reimbursable under the Polish Act of 12 May 2011 on the reimbursement of medicines, foodstuffs for particular nutritional uses and medical devices;
- e. Products in opened, tampered with, damaged or non-original packaging;

- f. Used Products;
- g. medicinal products purchased from an entity other than a pharmaceutical wholesale company;
- h. pharmaceutical raw materials;
- i. medical devices containing software that violates the manufacturer's licence, as a test version, freeware, shareware, abandonware.

5.5.

In the Sales Establishment's Account the Seller may not offer medicinal products as additional free products ("freebies") to Products.

5.6.

A Sales Establishment's Listing shall be posted by filling in the sales form available in the Account at Allegro, thus specifying all terms of the Transaction.

5.7.

The sales form referred to in Article 5.6. above shall contain at least the following information:

- a. the Seller's name and registered office;
- b. the Sales Establishment's address;
- c. the authority that issued the Authorisation and the Authorisation number;
- d. the Product price;
- e. the payment method;
- f. shipping costs and the delivery date and method;
- g. costs of the use of means of remote communications if they are calculated otherwise than according to the standard tariff;
- h. the date until which the Sales Establishment's Listing is binding;
- i. non-application of the Polish Consumer Rights Act of 30 May 2014 (item 827 in the Journal of Laws) in accordance with Article 3.1.7 of this Act;
- j. the possibility of returning a medicinal product only in the cases referred to in Article 96.6 of the Pharmaceutical Law Act.

5.8.

In order to create the description of the Sales Establishment's Listing concerning a medicinal product, the Sales Establishment shall fill in the sales form available on the relevant Allegro page, providing the following information:

- a. the Listing title containing at least the Product proper name;
- b. the Product description containing at least the full Product proper name, its generic (international) name, dose, packaging size, pharmaceutical form;
- c. the category in which the Product is listed;
- d. the Product price;
- e. the payment method;
- f. shipping costs and the delivery date and method;
- g. costs of the use of means of remote communications if they are calculated otherwise than according to the standard tariff;
- h. the date until which the Listing is binding;
- i. non-application of the Polish Consumer Rights Act of 30 May 2014 (item 827 in the Journal of Laws) in accordance with Article 3.1.7 of this Act;
- j. in the case of a medicinal product – the possibility of returning it only in the cases referred to in Article 96.6 of the Pharmaceutical Law Act;
- k. the Sales Establishment's name and registered office;
- l. the Sales Establishment's address; m. the authority that issued the Authorisation and the Authorisation number.

5.9.

The Sales Establishment's Listings shall be posted on the Individual Website and in Allegro resources available to Users. The description of the Sales Establishment's Listing should be supplemented with at least one photo presenting the Product on offer.

5.10.

The Seller shall accept payments from Buyers for Transactions, made using the payment methods available at Allegro. The Buyer's payment, depending on the payment method selected by them, shall be processed under the conditions set forth in Appendix No. 7A or Appendix No. 7B to the User Agreement.

5.11.

The use of additional options in the Sales Establishment's Account to distinguish the Sales Establishment's Listing from other Listings shall be prohibited.

5.12

The description of the Sales Establishment's Listing may not include content being an advertisement of the medicinal product or of the Sales Establishment.

5.13.

The Sales Establishment's Listing concerning a medicinal product should be posted in the "OTC drugs" category and in the sub-category corresponding to the specific nature of a particular medicinal product.

5.14.

Relevant provisions of Appendix No. 2 to the Allegro User Agreement (Rules on Creating Transaction Description) shall apply to the matters not governed by this article.

## Article 6. THE COURSE OF THE TRANSACTION

6.1.

Upon the acceptance of the Product Listing terms, the Buyer shall fill in the Order Form on the page of this Listing and confirm their choice. Upon the confirmation of the choice, the completed Order Form shall be displayed to the Buyer and sent to the e-mail address assigned to their Account.

6.2.

The confirmation of entering into an agreement between the Buyer and the Seller in the form of the Order Form shall be sent automatically by e-mail (or alternatively by other means of electronic communications) 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 following data (as currently appearing in their Account settings):

a. the Sales Establishment's name, address, phone number;

b. the Authorisation number;

c. the Buyer's data: the full name or the business name and address, the e-mail address, the contact phone number;

d. the recipient's data: the full name or the business name and address, the contact phone number – if not the same as for the Buyer;

e. the ordered Product data: its name, dose, packaging size, pharmaceutical form, number of packages; the order number and date, the full name of the person accepting the order on behalf of the Sales Establishment.

## Article 7. FEES

### 7.1.

Amounts of fees for posting the Sales Establishment's Listings, the terms of collecting them, the method of their calculation and the terms of issuing and sending invoices are provided for in Appendix No. 4 to the User Agreement (Fees and Commissions).

### 7.2.

In the case of the Sales Establishment's Listings concerning medicinal products (OTC drugs), no commissions shall be charged on the sales of Items.

## Article 8. OTHER OBLIGATIONS OF USERS

The Seller shall keep own records of orders processed in the Sales Establishment's Account as per the requirements of Article 68.3g of the Pharmaceutical Law Act.

## III. MISCELLANEOUS

1. Headings (titles of particular articles) herein have been added for convenience only and shall not affect the interpretation of the User Agreement.

2. If any provision hereof is held invalid by a final and absolute judgement of the common court, the remaining provisions shall remain in full force and effect.

3. Relevant provisions of the Allegro User Agreement shall apply to the matters not governed by these Terms and Conditions.

# Appendix No. 15

## Appendix no. 15. Allegro Community

This appendix sets out the rules for using the Allegro Community. Any matters not regulated by this Appendix shall be governed by the User Agreement.

### Article 1. Definitions

All terms used in this Community User Agreement in capital letters shall have the same meaning as given to them in the User Agreement, unless expressly stated otherwise in this document.

**Community** – a separate part of Allegro, designed for submitting ideas, conducting talks and discussions related to the Allegro platform and brand, available at [www.spolecznosc.allegro.pl](http://www.spolecznosc.allegro.pl), and operated by Allegro.pl.



**Community Account** – a site within the Community which is made available to a given User after prior registration and logging in, through which the User can submit and present Community Posts visible to other Users and persons who are not logged in. Through the Community Account, Users submit and manage Posts as well as other features related to their participation in the Community.

**Materials** – texts, photographs, graphics, audiovisual content, multimedia content and other content made available or published in the Community, including those constituting works within the meaning of the Copyright and Related Rights Act.

**Username** – a unique sequence of alphanumeric characters identifying the User, established by the User during the registration process.

**Partner** – an entity cooperating with Allegro.pl on the basis of an appropriate contract or agreement.

**Post** – a message, a thread, information or Materials placed by the User in the Allegro Community.

**Community User Agreement** – this document.

**User** – a User of Allegro, who has registered in the Community and accepted this Community User Agreement.

## Article 2. Registration

2.1 Only Users with an Allegro account may register in the Community. If a given User has more than one Allegro account, they can create a separate Community Account for each of them.

2.2 The user registers in the Community using their Allegro login data (login and password). Registration of a Community Account is only possible if the User accepts the Community User Agreement and selects a Username to be used within the Community.

2.3 The Username is visible within the Community for all Users, and may also be available to persons using the Internet and may be indexed by Internet search engines.

2.4 The Username may not constitute or contain vulgarisms, offensive or illegal content or content that is in any way contrary to generally accepted custom or social norms.

2.5 A User also has the option to mark their Community Account with one of the graphic symbols (avatars) which have been made available for this purpose within the Community.

2.6 Registration in the Community is tantamount to a User's consent to Allegro.pl using electronic means of communication to provide services within the Community.

## Article 3. General rules governing the use of the Community service

3.1 The aim of the Community is to facilitate knowledge exchange, mutual assistance between its members and discussions related to the Allegro platform.

3.2 The use of the Community by User is free of charge.

3.3 In order to take full advantage of the Community's features, Users are required to log in. After logging in to the Community, a User is entitled in particular to:

- a) review Posts placed by Allegro.pl, Partners or other Users,
- b) create new threads and place Posts in existing threads,
- c) collect awards related to the User's activity in the Community,
- d) participate in marketing activities, competitions and promotions conducted by Allegro.pl or its Partners.

3.4 An unregistered user or a User who is currently not logged in to the service, may use the Community only to the extent indicated in Section 3.3(a).

3.5 Posts placed by the User are non-confidential information, which by their placement become public. In particular, they may be accessible to persons using the Internet and may be indexed by Internet search engines.

3.6 A registered User has the right to stop using the Community at any time by closing their Community Account. The User requests removal of their Community Account at [spolecznosc@allegro.pl](mailto:spolecznosc@allegro.pl). The Community Account shall be deleted within three business days of receiving the User's message. The User acknowledges and agrees that deleting a Community Account results in irretrievable loss of all data collected within this Community Account, subject to data retention requirements referred to in Section 8.8 of the Community User Agreement. Posts placed by a User within the Community remain public even after the deletion of the Community Account, but without their Username being indicated.

3.7 Suspension or temporary restriction of the functionality of a User's Allegro Account shall not affect their capacity to use the Community service. In the event of termination of the agreement concluded between the User and Allegro.pl, referred to in Article 15 of the User Agreement, the User shall lose the ability to log into their Community Account at the moment when, in accordance with the User Agreement, the agreement with Allegro.pl is terminated.

## Article 4. Users Obligations

4.1 It is forbidden for Users to publish Posts that are contrary to applicable law, moral and social norms and the provisions of the User Agreement or the Community User Agreement. In particular, it is forbidden to publish Posts and Materials that:

- a) are untrue, misleading or potentially misleading to other Users;
- b) may infringe copyrights or other intellectual property rights;
- c) infringe the rights of third parties;

- d) infringe any personal rights;
- e) contain personal data of the User or another person;
- f) discriminate (on account of sex, race, nationality, language, religion, etc.), incite violence or contain pornographic content;
- g) are offensive, vulgar (also in foreign languages) or contain threats directed at third parties;
- h) contain addresses of websites or names of competing sites;
- i) contain any form of promotion of activities conducted by the User or third parties outside of Allegro;
- j) constitute an announcement about own products or services offered outside of Allegro except for information about own products or complementary services compatible with the Allegro API software, if such a product or service does not violate the User Agreement or the Community User Agreement;
- k) contain advice or guidelines concerning any behaviour or omissions of Users, which could result in violation of the User Agreement or Community User Agreement, or which could potentially help circumvent safeguards used within Allegro and the Community.

4.2 It is also prohibited to:

- a) repeatedly send the same message (spam) or send multiple messages at very short intervals (flooding);
- b) repeat (duplicate) threads;
- c) make proposals to buy or sell Items outside Allegro;
- d) place Materials of third parties under one's Username or impersonate other entities;
- e) disseminate or solicit others to download computer viruses or malicious/harmful software;
- f) conduct political, religious or other agitation.

## Article 5. Roles and Rights of Allegro.pl

5.1 The main role of Allegro.pl is to supervise and moderate contents posted by Community Users.

5.2 In order to effectively manage the Community, Allegro.pl will appoint its employees or other persons to act as moderators, managers or administrators of the Community. These persons will be identified with an "Allegro Moderator" badge (or similar). Allegro.pl shall not be held liable for Posts or other contents published by persons who have not been designated to perform the abovementioned functions.

5.3 Allegro.pl has particularly the right to:

- a) edit or delete (in whole or in part), without notice, Posts or threads published in the Community, should they be in conflict with applicable laws and regulations or the provisions of this Community User Agreement;
- b) block Community Users who infringe upon the provisions hereof;
- c) send to the User's e-mail provided during registration technical, system or service related information concerning the operation of the Community which does not constitute commercial information within the meaning of the Act on the provision of services by electronic means (the User can change the notification options at any time);
- d) upload advertising and marketing content concerning own services and products or those offered by Partners.

## Article 6. Intellectual property rights

6.1 The rights to the content made available within the Community, in particular copyrights, the name of the Community, its graphic elements, other trade names, software and database rights are subject to legal protection.

6.2 The rights to Materials presented by Allegro.pl are vested in Allegro.pl or Partners with the provision that if the said rights are vested in Partners, Allegro.pl presents them in the Community on the basis of relevant agreements concluded with those entities, in particular licence agreements, or on the basis of applicable laws.

6.3 By placing Posts and Materials in the Community, the User agrees for that content to be published in the Community for free.

6.4 The User hereby represents that the Posts and Materials placed by them remain free from any legal defects or claims of third parties and that they have all rights to such Posts and Materials, in particular property rights or related rights. The User warrants that they have acquired consent to disseminate the image of any and all persons depicted in the Materials posted by them in the Community, and represents that the placement thereof in the Community does not infringe any rights of third parties. Where any of the above representations and warranties proves untrue, the User shall hold Allegro.pl harmless against any liability and claims arising therefrom.

## Article 7. Liability

7.1 The User or Partner shall bear exclusive liability for Posts and Materials placed by them. Allegro.pl shall not be held liable for the content posted in the Community by Users or Partners.

7.2 The User shall be held liable for the actions and omissions of another entity to whom they have given access to their Community Account as if such actions and omissions were their own.

7.3 The User shall bear exclusive liability for any possible infringement of the rights of third parties in relation to the selection of their Username.

7.4 Within the limits permitted by applicable laws, Allegro.pl shall not bear responsibility for:

a) Materials submitted and published by Users or Partners. Posts and Materials placed by Users or Partners do not constitute views or opinions of Allegro.pl;

b) The way the Community is used by the Users or any consequences thereof;

c) the content, accuracy, timing or reliability of information posted within the Community or any statements, advice or opinions expressed by Users;

d) damage arising from the use of the Community or from the inability to use the Community, if caused by third parties or force majeure. The exemption referred to in the previous sentence also applies to liability for damage caused by computer viruses, hacking into the Community Account, and Community Account password takeover by third parties, if these events occurred without the fault of Allegro.pl;

e) technical problems or limitations specific for the computer equipment, terminal equipment, ICT systems and telecommunications infrastructure used by the User preventing them from using the Community properly;

f) advertising and promotional content posted in the Community by third parties together as well as the price and quality of products or services advertised therein.

7.5 The User shall hold Allegro.pl harmless against any liability resulting from their non-compliance with the Community User Agreement.

## Article 8. Personal data

8.1 The provision of personal data by the User is voluntary, however it may be necessary to use the Community.

8.2 Allegro.pl is the personal data controller for Users with regard to offering the Community Service under the Website within the meaning of Article 4(7) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

8.3 Allegro.pl shall process Users' personal data exclusively for purposes related to the operation of the Community. Allegro.pl shall also process personal data for statistical and archiving purposes, as well as to be able to handle complaints and to ensure the accountability of the fulfilment of Allegro.pl duties arising from legal regulations.

8.4 Personal data shall be processed by Allegro.pl in accordance with applicable legal regulations, in particular with the provisions of GDPR.

8.5 Personal data processed by Allegro.pl shall include: data adequate to the type of Community Account, which include: Username (login), first and last name, e-mail address, password, IP number.

8.6 Allegro.pl entrusts Khoros LLC based in San Francisco, USA – an entity responsible for the technical maintenance of the Community – with the processing of the following categories of data of registered Users:

a) Username, e-mail address and password. Data are transferred at the moment of User registration and are necessary for Community Account registration;

b) other voluntarily provided information that are not required to use the Community: first and last name, signature, title, location, private notes.

8.7 Every registered User has the right to access their personal data, as well as the right to request rectification and erasure of their data. To exercise these rights, please send an email to the following address: [spolecznosc@allegro.pl](mailto:spolecznosc@allegro.pl).

8.8 Personal data of Community Users shall be processed for a maximum period of 3 years:

a) in the event of termination of the agreement with Allegro.pl, referred to in Article 15 of the User Agreement – counted from the end of the year in which the agreement with Allegro.pl was terminated;

b) in the event of deletion of the Community Account – counted from the end of the year in which the Community Account was deleted.

8.9 The User may contact Allegro.pl, using the e-mail address: [iod@allegro.pl](mailto:iod@allegro.pl), if they have any questions concerning the processing of their personal data by Allegro.pl.

8.10 The User may lodge a complaint in relation to the processing of their personal data by Allegro.pl with a supervisory authority, i.e. the President of the Office of Personal Data Protection, ul. Stawki 2, 00-193, Warsaw.

8.11 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 available at: <https://allegro.pl/regulamin/en/appendix-5>.

## Article 9. Final provisions

9.1 Any comments, feedback or questions concerning the Community should be sent by email to: [spolecznosc@allegro.pl](mailto:spolecznosc@allegro.pl) or in writing to the following address: Allegro.pl sp. z o.o. ul. Grunwaldzka 182, 60-166 Poznań.

# Appendix No. 16

## Appendix No. 16 General Terms and Conditions of Delivery Service

## Article 1. Definitions

1. These General Terms and Conditions of Delivery Service (hereinafter referred to as the "General Terms and Conditions") lay down the principles and conditions on which Allegro.pl provides an intermediation service concerning the movement of Items.

2. Capitalised terms used herein, whether in plural or singular, shall have the following meaning:

**Recipient** – the Buyer or the recipient of the Item indicated by the Buyer;

**Service Provider** – a third party providing to Allegro.pl or to the Seller any services, in particular, the services of picking up, moving, sorting or delivering any Parcel between the Seller and the Recipient, including providing of Services or Additional Services. Service Providers are:

a) DPD Polska sp. z o.o., a limited liability company with its registered office in Warsaw, at ul. Mineralna 15, 02-274 Warsaw, entered into the register of entrepreneurs of the District Court for the Capital City of Warsaw in Warsaw, the 13th Commercial Division of the National Court Register under the number KRS 0000028368, Tax Identification Number: NIP 526-020-41-10, share capital: PLN 228,604,000, an entity providing Services within the following delivery methods: Allegro DPD Courier Service and Allegro DPD Courier Service Cash on Delivery

b) Poczta Polska S.A. with its registered office in Warsaw, at ul. Rodziny Hiszpańskich 8, 00- 940 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Warsaw, 13th Commercial Division of the National Court Register under KRS number: 0000334972; Tax ID No. [NIP]: 525-000-73-13; Company ID No. [REGON]: 010684960; with the share capital of PLN 774,140,000; the entity providing the Services using the following delivery methods: Allegro Pocztex 48 courier; Allegro Pocztex Courier Service 48 Cash on Delivery; Allegro Post Office, Żabka, Orlen, Ruch Pickup Locations/Parcel Lockers; Allegro Post Office Cash on Delivery Pickup Locations/Parcel Lockers; Allegro registered mail;

c) UPS Polska sp. z o.o. with its registered office in Warsaw, at ul. Prądzyńskiego 1/3, 01-222 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Warsaw, the 13th Commercial Division of the National Court Register under the number KRS: 0000036680, Tax ID Number [NIP]: 522-100-42-00, Company ID No. [REGON]: 010771280; the entity providing the Services using the following delivery methods: Allegro UPS Courier Service;

d) InPost Sp. z o.o. with its registered office in Krakow at ul. Wielicka 28, 30-552 Krakow, entered into the Register of Entrepreneurs maintained by the District Court for Kraków – Śródmieście in Krakow, 11th Commercial Division of the National Court Register under KRS number 0000543759, taxpayer's identification number (NIP): 679-310-80-59, company statistical number (REGON): 360781085; the entity providing the Services using the following delivery methods: Allegro Parcel lockers InPost (this delivery method as part of the aforementioned Service provided on the basis of the Delivery Service is available only as part of the Allegro Smart! Service)

e) the entities whose services the Seller uses under agreements concluded directly between the Service Provider and the Seller;

**Label** – a tag on the Parcel provided to the Seller by the Service Provider so that it is affixed to the Parcel in a visible manner, in accordance with the Service Provider's Terms and Conditions, generally applicable provisions of law or agreements concluded directly between the Service Provider and the Seller;

**'WzA' Functionality** – the Service Platform functionality called "Wysyłam z Allegro" ("I send with Allegro") ("WzA"), by means of which Allegro.pl enables the Seller to manage the process of sending Item to the Recipient after the Item has been sold on the Platform, including posting the Parcel and ordering its movement or delivery to the Recipient;

**Buyer** – a User who has purchased Item from the Seller within a Listing;

**Panel** – a service panel available to the Seller at the Service Platform subpage dedicated to the 'WzA' Functionality;

**Platform or the Service Platform** – an online e-commerce platform of an open character available in the <https://allegro.pl/> domain and operated by Allegro.pl,

**Postal Law** – Postal Law Act of 23 November 2012 (Journal of Laws of 2020, item 1041, as amended) together with the relevant secondary legislation;

**Transport Law** – Transport Law Act of 15 November 1984 (Journal of Laws of 2020, item 8, as amended) together with the relevant secondary legislation;

**Parcel** – a mail parcel within the meaning of the Postal Law Act or a goods shipment within the meaning of the Transport Law Act containing the Items and being the subject matter of the Delivery Service;

**Onerous Parcel** – a Parcel that has not been prepared in line with the General Terms and Conditions, with the Service Provider's Terms and Conditions or with an agreement concluded directly between the Service Provider and the Seller, in particular one that contains items that are not permitted under the General Terms and Conditions, the Service Provider's Terms and Conditions an agreement concluded directly between the Service Provider and the Seller or the applicable regulations issued by the Universal Postal Union (depending on whether a given Service is a mail (courier) service or a transport service according to the applicable law); as well as a Parcel that has not been packaged correctly, in accordance with the above general terms and conditions, agreements and legal acts; as a result of which Allegro.pl was charged with additional costs, charges or fines by the Service Provider due to the Service Provider's performance of a Service or Additional Services in respect of such a Parcel, including but not limited to the pick up, movement, sorting, delivery or return of such a Parcel;

**General Terms and Conditions** – these General Terms and Conditions defining the terms and conditions on which Allegro.pl provides Delivery Services;

**Allegro User Agreement** – the user agreement providing for the rules of the Platform use, published at: <https://allegro.pl/regulamin/pl/>;



**Service Provider's Terms and Conditions** – valid documents governing the terms and conditions on which the Service Provider provides the Services, i.e.

The General Terms and Conditions of Service Provision by DPD Polska sp. z o.o. in Domestic Trade, General Terms and Conditions of Service Provision in International Trade, Detailed Terms and Conditions of Service Provision which are available at:

<https://www.dpd.com/pl/pl/moje-dpd/dokumenty-dpd-polska/>

Pocztex Service Terms and Conditions (Terms and Conditions of the provision of the Pocztex service in Poland and Appendix to the Terms and Conditions) available at [www.pocztex.pl](http://www.pocztex.pl)

Terms and Conditions of the Provision and Use of a Non-Universal Postal Service with the trade name: "Przesyłka firmowa eCommerce" ["eCommerce Business Parcel"] available at: <https://allegro.pl/regulaminy/zasady-wykonywania-i-korzystania-z-uslugi-pocztowejniepowszechnej-pod-nazwa-handlowa-przesylka-firmowa-ecommerce-vKYv9Bb1xi4>

The Terms & Conditions of Carriage available on the website of UPS Polska Sp z o.o. at: <https://www.ups.com/pl/pl/help-center/legal-terms-conditions/tariff.page?>

General Terms and Conditions of the Provision of the Allegro 24/7 Parcel lockers InPost Service available at <https://inpost.pl/regulaminy>

**Seller** – the User who has registered a Business Account, who sells Items as part of a Listing, and who uses the Services;

**Service** – a service provided by the Service Provider for Allegro.pl, whereby Items are moved between the Seller and the Recipient, in accordance with the General Terms and Conditions, the Service Provider's Terms and Conditions and the provisions of the Postal Law or Transport Law (depending on whether a given Service is a mail (courier) service or a transport service in accordance with the applicable law). The Services are presented by Allegro.pl as part of the Service Platform under the following names: Allegro DPD Courier Service; Allegro DPD Courier Service Cash on Delivery; Allegro Pocztex 48 courier; Allegro Pocztex 48 courier Cash on Delivery; Allegro Post Office, Żabka, Orlen, Ruch Pickup Locations/Parcel Lockers; Allegro Post Office Cash on Delivery Pickup Locations/Parcel Lockers; Allegro registered mail, Allegro UPS Courier Service (up to 10 kg), Allegro Parcel lockers InPost;

**Delivery Service** – an intermediation service concerning the movement of Items, provided by Allegro.pl to the Sellers, against a fee, subject to the General Terms and Conditions, whereby Items may be moved between the Seller and the Recipient, without the need to incur any additional payments on that account, as provided for in the Service Provider's Terms and Conditions; the service includes, in particular:

- placement of an order with the Service Provider for the provision of a Service or Additional Services on terms and conditions agreed in the General Terms and Conditions and in

accordance with the Service Provider's Terms and Conditions, the provisions of the Postal law or Transport law, as per the instruction of the Seller;

- provision of the 'WzA' Functionality to Sellers;
- provision of a functionality, whereby the Service Provider is able to classify a given parcel as a Parcel based on the Label;
- actions taken as part of the complaint procedure in the event of non-performance or improper performance of the Service by the Service Provider;
- intermediation between the Recipient and the Seller in case of the Parcel's return, depending on the Users' choice – via the Service Provider (if the Transaction is covered by the Allegro Smart! Service);
- notification of the Recipient that the Parcel was delivered to the Service Provider;

and

- Parcel Tracking Service

The Delivery Service provided to the Sellers using the 'WzA' Functionality who have agreements concluded directly between the Service Provider and the Seller, may include only certain services described above, in particular it may include ensuring to the Sellers the possibility of posting the Parcel to be moved or delivered by the Service Provider with whom the Seller has entered into a separate agreement;

**Additional Services** – services provided by the Service Provider for Allegro.pl against a fee, that are supplementary to the Service and that are directly related to the Service. The scope and the prices of Additional Services are set out in Appendix No. 4 to the Allegro User Agreement;

**Parcel Tracking Service** – a service that allows for tracking the process of Items movement by the Service Provider in relation to the Service performance, from the moment they are posted until delivery; the service is provided directly in the Platform.

3. In the event of any conflict between the definitions used in the Allegro User Agreement and the definitions used in the General Terms and Conditions, the definitions given in the General Terms and Conditions shall prevail.

## **Article 2. Terms and Conditions of Delivery Service**

1. As part of the Service Platform, Allegro.pl provides the Delivery Service, whereby it commissions the Service Provider to provide Services and Additional Services in its own name and for the benefit of the Seller. The Services and Additional Services are ordered once the Seller has selected the Service Provider and specified the Items that are to be put in the Parcel. The Seller using the 'WzA' Functionality may select a Service Provider cooperating with Allegro.pl or a Service Provider with whom the Seller has entered into a separate agreement and whom the Seller selected in the process of setting up the service Panel.

2. The fees for the Delivery Service shall be calculated according to the rates and on terms and conditions set out in Appendix No. 4 to Allegro User Agreement. All fees and other payments

related to the services provided by the Service Provider to the Seller under agreements concluded directly between the Service Provider and the Seller (or related to the provision of such services) shall be paid by the Seller to the Service Provider directly.

3. In order to use the Delivery Service, the Seller who does not use the 'WzA' Functionality is required to fulfil all of the following conditions:

- a. provide the correct name of the Service and Additional Services in the Listing,
- b. have access to a dedicated sender programme of a particular Service Provider ('Elektroniczny Nadawca' in the case of the Service Provider: Poczta Polska S.A., DPD Online in the case of the Service Provider: DPD Polska sp. z o.o.),
- c. confirm with the Service Provider, while posting a Parcel, that the Seller uses the Service by providing the Service Provider (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) while ordering Parcels.

Completion of the actions referred to in letters a and c shall mean that the Delivery Service has been commissioned to Allegro.pl without using the 'WzA' Functionality.

4. In order to use the 'WzA' Functionality (including the Delivery Service using the 'WzA' Functionality), the Seller is obliged to enter the 'WzA' Functionality page on the Service Platform and then correctly set up the service Panel to maintain its correct set-up for the period of using the 'WzA' Functionality.

5. The use by the Seller of the Services provided by the Service Provider: UPS Polska sp. z o.o. shall be possible only as part of the Delivery Service provided using the 'WzA' Functionality.

6. The use by the Seller of the Services provided using the following delivery methods: Allegro DPD Courier Service Cash on Delivery, Allegro Pocztex 48 courier Cash on Delivery and Allegro Post Office Cash on Delivery Pickup Locations/Parcel Lockers, shall not be possible for the Delivery Service provided using the 'WzA' Functionality.

7. The Services and Additional Services covered by the Delivery Service are provided pursuant to the agreement between Allegro.pl and a given Service Provider, whereunder Allegro.pl – depending on the type of Parcel – is the consignor (the sender) within the meaning of the Postal Law or the principal within the meaning of Article 734 of the Civil Code (Journal of Laws of 2019, item 1145, as amended), once the Service Provider has received a confirmation from Allegro.pl that a given Service is provided as part of the Delivery Service, in keeping with the provisions of the General Terms and Conditions, Allegro User Agreement and the Service Provider's Terms and Conditions.

8. Parcels shall be picked up, moved, sorted and delivered in accordance with the General Terms and Conditions, on terms and conditions set out in the Service Provider's Terms and Conditions or in agreements concluded directly between the Service Provider and the Seller.

9. The cash collected upon delivery as part of the Services shall be returned by the Service Provider to the Seller's account, in accordance with the Service Provider's Terms and Conditions.

10. Allegro.pl is not a carrier within the meaning of the Transport Law (Journal of Laws of 2020, item 8, as amended) and the Civil Code Act (Journal of Laws of 2019, item 1145, as amended).

11. Where the use of the Delivery Service proves impossible or difficult for reasons on the part of Allegro.pl or of the Service Provider, the Seller shall receive a notice from Allegro.pl on the refund of the fees incurred, as referred to in Appendix No. 4 to Allegro User Agreement.

### **Article 3. Terms and Conditions of Delivery Service**

1. The Seller is required to pay the fees related to the provision of the Delivery Service in accordance with the price list set out in Appendix No. 4 to Allegro User Agreement within deadlines provided therein.

2. The Seller is required to:

a. comply with the General Terms and Conditions, the Allegro User Agreement, the Service Provider's Terms and Conditions and the provisions of the Postal Law or Transport Law (depending on whether a given Service is a mail (courier) service or a transport service in accordance with the applicable law);

b. put Items in the Parcels that are compliant with the General Terms and Conditions, the Service Provider's Terms and Conditions agreements concluded directly between the Service Provider and the Seller and the provisions of the Transport Law or Postal Law or the applicable regulations issued by the Universal Postal Union (depending on whether a given Service is a mail (courier) service or a transport service in accordance with the applicable law);

c. release the Parcels at a place communicated to the Service Provider by the Seller;

d. print the Label and put it on the Parcel in the correct manner, that is in line with the Service Provider's Terms and Conditions, generally applicable provisions of law or agreements concluded directly between the Service Provider and the Seller;

e. pack the Parcel in the correct manner, that is in line with the Service provider's Terms and Conditions, or agreements concluded directly between the Service Provider and the Seller, so that it may be properly picked up, moved, sorted and delivered by the Service Provider;

f. use the 'WzA' Functionality as per its intended purpose, within the available features, and not to use the 'WzA' Functionality to post, move, sort or deliver parcels containing goods, services or rights sold outside the Platform;

g. comply with other rules of the provision of the Delivery Service and Services, as envisaged in the General Terms and Conditions and in the Service Provider's Terms and Conditions;

3. The Seller is fully liable to Allegro.pl for any damage caused to Allegro.pl or the Service Provider in connection with the posting, pick-up, moving, sorting, or delivery of an Onerous Parcel. In particular, the Seller is required to reimburse Allegro.pl for all costs, fees or fines imposed on Allegro.pl by the Service Provider due to the performance by the Service Provider of actions related to an Onerous Parcel.

4. The Seller acknowledges that the Service Provider has the right to decline to provide the Service if the Service Provider finds that a Parcel posted as part of the Delivery Service is a Onerous Parcel.

5. The Seller acknowledges that in the case when it becomes evident that a Parcel is a Onerous Parcel only after its pick-up from the Seller, the Service Provider may suspend the provision of a Service or Additional Service and alert Allegro.pl. In such a case, Allegro.pl shall call on the Seller to eliminate promptly the condition that prevents the shipment of the Parcel or provision of the Service or Additional Service, particularly by packing the Onerous Parcel in the proper manner or securing it at its own cost. In cases referred to in the preceding sentence, the Seller may be required to pick up the Onerous Parcel from the Service Provider at its own cost and to remedy the damage, if any, caused to the Service Provider by that Parcel or in relation to it, or to cover the cost of the Parcel's pick up and to remedy the damage, if any, caused to Allegro.pl by that Parcel or in relation to it.

6. Where it is impossible for the Delivery Service, the Service or Additional Service to be performed through the fault of the Seller, Allegro.pl shall have the right to return the Parcel to the Seller at the Seller's cost and to seek compensation corresponding to the value of the Delivery Service, the Service or Additional Service specified in Appendix No. 4 to Allegro User Agreement.

7. Upon entering the 'WzA' Functionality page on the Service Platform by the Seller, all Seller's orders regarding the Items sold shall be retrieved on an ongoing basis via REST API from their Account on the Service Platform and displayed on this page.

#### **Article 4. The processing of personal data in connection with the provision of the Delivery Service.**

1. Allegro.pl is the personal data controller for the Sellers with regard to offering of the Delivery Service on the Service Platform within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

2. Personal data shall be processed by Allegro.pl in accordance with applicable legal regulations, in particular with the provisions of GDPR. The legal basis for the processing of Sellers' personal data by Allegro.pl is Article 6(1)(b) of the GDPR, i.e. the processing is necessary to perform the contract between the Seller and Allegro.pl concerning services provided by Allegro.pl on the Platform, including the Delivery Service.

3. The Seller may contact Allegro.pl using the e-mail address: [iod@allegro.pl](mailto:iod@allegro.pl), in the case of any questions concerning the processing of his personal data by Allegro.pl.

4. The Sellers' personal data shall be processed by Allegro.pl for the purposes of providing the Delivery Service, handling complaints, keeping accounts, developing statistics and performing analyses, establishing, exercising or defending legal claims, and ensuring accountability for the personal data processed.

5. The Seller's personal data processed by Allegro.pl shall include the data relevant for a given type of the Account on the Service Platform such as the username (login), surnames and names, the address of residence or stay, Tax Identification Number, phone number, e-mail address, the address for the delivery and return of Item, the parcel status, the parcel collection code and the number of a consignment note (tracking number) if the Service Provider provides such number.

6. The Service Provider is also a personal data controller in respect of the personal data of the Sellers, within the scope related to the provision of the Services or Additional Services by the Service Provider. The detailed principles pertaining to the processing of the Sellers' personal data by the Service Provider in connection with the Service or Additional Service are described in the Service Provider's Terms and Conditions.

7. Personal data of the Sellers may be transferred to:

a. the Service Provider in order to ensure Allegro.pl's accountability of the fulfilment of obligations arising from contract made with that Service Provider;

b. the Service Provider – at the Sellers' request – to refer questions or complaints regarding the services provided by the Service Provider;

c. the entities authorised to receive such data under applicable provisions of law, including appropriate judiciary authorities.

8. The Seller who does not use the 'WzA' Functionality shall share the personal data of the Recipients to Allegro.pl in order to provide the Delivery Service. Allegro.pl shall process the aforementioned data in accordance with applicable law, in particular with the GDPR.

9. The Seller using the 'WzA' Functionality, in order to provide the Delivery Service, shall entrust Allegro.pl with the processing of personal data of the Recipients in accordance with Article 5 of the General Terms and Conditions.

10. Relevant provisions of Appendix 5 to the Allegro User Agreement (Privacy Protection Policy) shall apply to the matters not governed by this article.

#### **Article 5. The processing of Recipients' personal data in connection with the use of the 'WzA' Functionality**

1. The Seller hereby represents that is the controller of the Recipients' personal data.

2. At the moment of entering the 'WzA' Functionality page on the Service Platform, the Seller shall entrust Allegro.pl, under the General Terms and Conditions, with the processing of the following

personal data of Recipients in order to provide the Delivery Service to the Seller using the 'WzA' Functionality:

- a. name;
- b. surname;
- c. Parcel delivery address;
- d. phone number;
- e. e-mail address.

3. Allegro.pl may perform on the Recipients' personal data any operations necessary to achieve the purpose described above, including may share these personal data to Service Providers as part of the Delivery Service (in particular, in connection with the provision of the Service or any Additional Service and for its provision).

4. The Seller hereby agrees that Allegro.pl may entrust the processing of Recipients' personal data to another (subsequent) processor ('sub-processing'). Allegro.pl, by way of a written agreement, shall impose on the sub-processor the obligations regarding the processing of Recipients' personal data not lesser than those incumbent upon Allegro.pl.

5. Allegro.pl shall inform the Seller about any intended changes related to the addition or replacement of other processors of Recipients' personal data. If the Seller has grounds to object to the engagement of another processors, they may present to Allegro.pl the reasons for the objection. If the Seller objects to the engagement of another processors of Recipients' personal data, it should opt out of the 'WzA' Functionality (should resign from using the 'WzA' Functionality).

6. Allegro.pl shall process Recipients' personal data in accordance with applicable law, in particular, with the GDPR.

7. Allegro.pl shall:

a. process Recipients' personal data only on documented instructions from the Seller (in line with Article 28(3)(a) of the GDPR), and such instructions shall be understood by Allegro.pl and the Seller as the entrusting of the processing of personal data by the Seller pursuant to the General Terms and Conditions;

b. ensure that persons authorised to process the Recipients' personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

c. take (implement) all appropriate technical and organisational measures (with due regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons) to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- i. applying the pseudonymisation and encryption of Recipients' personal data;
- ii. ensuring the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
- iii. ensuring the ability to restore the availability and access to Recipients' personal data in a timely manner in the event of a physical or technical incident;
- iv. testing, assessing and evaluating on a regular basis the effectiveness of technical and organisational measures for ensuring the security of the processing;
- v. respecting the conditions for engaging another processor resulting from Articles 28(2) and 28(4) of the GDPR.

8. Allegro.pl, insofar as this is possible (taking into account the nature of personal data processing), shall assist the Seller by appropriate technical and organisational measures in the fulfilment of its obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR.

9. Allegro.pl hereby represents that, taking into account the nature of processing and the information available to Allegro.pl, it shall assist the Seller in the fulfilment of its obligations to ensure the security of personal data referred to in Articles 32–36 of the GDPR.

10. In the event of any breach of Recipients' personal data within the meaning of Article 4(12) of the GDPR, Allegro.pl, without any undue delay, shall send a notice to the controller containing at least the elements referred to in Article 33(3) of the GDPR.

11. Exercising the right to perform an audit (including inspection), the Seller may request Allegro.pl to provide information regarding the processing of Recipients' personal data by Allegro.pl, sending the request to the e-mail address: [iod@allegro.pl](mailto:iod@allegro.pl). Upon the receipt of the request, Allegro.pl shall respond to it (including provide the requested information) within 30 (thirty) days of the request receipt.

12. Allegro.pl shall provide the Seller with any information necessary to demonstrate compliance with the obligations referred to in Article 28 of the GDPR.

13. The processing of Recipients' personal data shall be entrusted for the period of using the 'WzA' Functionality by the Seller. Upon opting out of the 'WzA' Functionality (resignation from using the 'WzA' Functionality) by the Seller, Allegro.pl shall delete Recipients' personal data as soon as possible, unless Allegro.pl is required under applicable laws to further storage of these data.

## **Article 6. Complaints concerning the Delivery Service, as well as Services and Additional Services**

1. The Seller may lodge a complaint concerning the Delivery Service envisaged herein if the Delivery Service is not provided by Allegro.pl at all, or is provided improperly, in breach of these Terms and Conditions. The Seller may also lodge a complaint if the 'WzA' Functionality functions improperly



or the fees for the Service and Additional Service paid by the Seller to Allegro.pl are incorrectly charged.

2. Any complaints relating to the use of the Delivery Service the improper functioning of the 'WzA' Functionality and incorrect charge of fees for the Services and Additional Services shall be dealt with by Allegro within 30 (thirty) days of filing a complaint by the Seller.

3. Complaints regarding the use of the Delivery Service, the improper functioning of the 'WzA' Functionality or charge of fees for the Services and Additional Services may be lodged by letter sent to Allegro.pl address or in an electronic form using the contact form available at <https://allegro.pl/pomoc/kontakt?kategoria=44362df6-b15a-4eac-a24c-c534495b1bda>

4. The Seller may contact Allegro.pl with regard to the Delivery Service as follows:

a. in writing to: 60-166 Poznań, ul. Grunwaldzka 182;

b. via a contact form available at: <https://na.allegro.pl/smart-formularz>.

5. The Seller's complaints concerning the manner of the provision by the Service Provider of the Service, Additional Service or other service provided under agreements concluded directly between the Service Provider and the Seller shall be addressed directly to the Service Provider.

6. Complaints concerning the manner of the provision by the Service Provider of the Services, Additional Services or other services provided under agreements concluded directly between the Service Provider and the Seller shall be reviewed by the Service Provider according to the rules set out in the Service Provider's Terms and Conditions or in agreements concluded directly between the Service Provider and the Seller, respectively.

7. Considering the wording of sections (5) and (6) above, Allegro.pl, to allow the Sellers to lodge complaints related to non-performance or improper performance of Services and Additional Services provided by the Service Provider, grants the power of attorney to the Sellers to take actual and legal actions related to representing Allegro.pl in complaints related to the Services or Additional Services provided by the Service Provider as part of the Delivery Service. The power of attorney referred to in the preceding sentence shall be made available for downloading by the User in the Delivery Settings tab in the Seller's Account.

#### **Article 7. End of Delivery Service provision. Opting out of the 'WzA' Functionality.**

1. In the case of a breach of these General Terms and Conditions or the Allegro User Agreement, including in particular in case the Seller takes any actions which adversely impact the security of Allegro operations or are detrimental to other Users or are intended to circumvent safeguards adopted by Allegro.pl or consist in falsification of data as part of the Allegro Smart! Service, Allegro.pl shall have the right to discontinue the provision of Delivery Service for the Seller.

2. If the Seller commits a flagrant breach, as referred to in item 1 above, Allegro.pl may suspend the Seller's Account. Provisions of Article 8.4. of the Allegro User Agreement shall apply accordingly.

3. The Seller may at any time opt out of the 'WzA' Functionality (resign from using the 'WzA' Functionality) by making appropriate changes in the Account set-up.

## **Article 8. Final provisions**

1. Allegro.pl reserves the right to temporarily modify the principles laid down in these Terms and Conditions in the case of promotional campaigns organised by Allegro.pl or its business partners. Terms and conditions of promotional campaigns shall be identified each time in specific terms and conditions of promotional campaigns.

2. Headings (titles of paragraphs) in these Terms and Conditions are used for convenience only and shall not affect interpretation of these Terms and Conditions.

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

4. Relevant provisions of the Allegro User Agreement shall apply to the matters not governed by these Terms and Conditions.

# Appendix No. 16A

## **Appendix No. 16A. General Terms and Conditions of the Delivery Service for Allegro Lokalnie**

### **Article 1. Definitions**

**Recipient** – the Buyer or the recipient of the Item indicated by the Buyer;

**Allegro Lokalnie** – a separate section of the Service Platform dedicated for the conduct of sales by Users of Standard Accounts and Business Accounts, including the associated functionalities, in particular: posting of Announcements and entering into Transactions as part of Announcements, which also enables Users to view Announcements and supports local communities by allowing them to use the functionality of creating and supporting Fundraisers;

**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 maintained 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;

**Service Provider** – a third party providing Services to Allegro.pl.

The Service Provider shall be InPost sp. z o.o. with its registered office in Krakow at ul. Wielicka 28, 30-552 Krakow, entered into the Register of Entrepreneurs maintained by the District Court for Kraków – Śródmieście in Krakow, 11th Commercial Division of the National Court Register under KRS number 0000543759, share capital: PLN 116,278,450.00, taxpayer's identification number (NIP): 6793108059, company statistical number (REGON): 360781085;

**Label** – a tag on the Parcel provided to the Seller by the Service Provider so that it is affixed to the Parcel;

**Buyer** – a User who has purchased the Item from the Seller as part of an Announcement;

**Announcement** – a proposal to conclude a contract of sales 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 at Allegro Lokalnie, i.e. "Buy It Now" option and "Bidding" option;

**InPost Parcel Locker** – an electronic deposit cabinet (device) operated by the Service Provider and enabling an authorised person to send or collect Parcels as part of self-service;

**Platform or Service Platform** – an open e-commerce platform available in the <https://allegro.pl/> domain and in the <https://allegrolokalnie.pl> domain operated by Allegro.pl;

**Postal Law** – Postal Law Act of 23 November 2012 (Journal of Laws of 2020, item 1041, as amended) with the relevant secondary legislation;

**Parcel** – a mail parcel within the meaning of the Postal Law Act containing the Item(s) and delivered as part of the Delivery Service;

**Non-Standard Parcel** – a parcel prepared contrary to the guidelines provided for in Article 3(2)(b)–(d) of the General Terms and Conditions;

**General Terms and Conditions** – these General Terms and Conditions defining the terms and conditions on which Allegro.pl provides the Delivery Service;

**Allegro User Agreement** – the user agreement providing for the rules of the Platform use published at: <https://allegro.pl/regulamin/pl>;

**Service Provider's Terms and Conditions** – Terms and Conditions of the "Allegro Paczkomaty InPost" Service Provided by InPost Paczkomaty Sp. z o. o. and valid documents governing the terms and conditions on which the Service Provider provides the Services, as available at: <https://inpost.pl/regulaminy>;

**Seller** – the User who sells Items as part of an Announcement and who uses the Services;

**Item** – the item to which an Announcement pertains;

**User** – an entity which gained access to the services provided by Allegro.pl through the Service Platform on principles laid down in the Allegro User Agreement;

**Service** – a service provided by the Service Provider for Allegro.pl whereby Items are moved between the Seller and the Buyer in accordance with the General Terms and Conditions, the Service Provider's Terms and Conditions and the Postal Law. The services are presented by Allegro.pl on the Service Platform as: Allegro Paczkomaty InPost [Allegro Parcel lockers InPost];

**Delivery Service** – an intermediation service concerning the movement of Items and provided by Allegro.pl to the Sellers against a fee under the General Terms and Conditions, whereby Items may be moved between the Seller and the Recipient without the need to pay any additional related fees as provided for in the Service Provider's Terms and Conditions. The Delivery Service shall include in particular the provision of a functionality whereby the Service Provider is able to classify a given parcel as a Parcel based on the Label and to notify the Recipient of the delivery of the Parcel to the Service Provider.

In the event of a conflict between the definitions contained in the Allegro User Agreement and the definitions used in these General Terms and Conditions, the definitions contained in these General Terms and Conditions shall prevail.

## Article 2. Terms and conditions of the Delivery Service

1. Allegro.pl, on the Service Platform and under the General Terms and Conditions, shall provide the Delivery Service to the Users who do not carry out any business and post Announcements in their Standard Accounts. Allegro shall not provide any Delivery Services to the Users who post Announcements in any Business Accounts.

2. To order the Delivery Service, the Seller should:

- a. select the "Allegro Parcel lockers Inpost" delivery method in the Announcement form and indicate the price that the Buyer is to pay for the delivery if this method is used, however not higher than PLN 8.99;
- b. use the shipping form available under My Allegro Lokalnie → My Local Sales → Orders from Buyers;
- c. generate the Label, print it and affix it to the Parcel; the Label is available in the shipping form under My Allegro Lokalnie → My Sales → Orders from Buyers;
- d. place the Parcel in the InPost Parcel Locker.

The Delivery Service shall be deemed ordered only when all the activities referred to in (a) to (d) above have been performed.

3. The fee for the Delivery Service shall be charged in the amount and on the terms provided for in Part V Clause 5 of Appendix No. 4 to the Allegro User Agreement as applicable at the time of ordering the Delivery Service.

4. The Services covered by the Delivery Service shall be provided pursuant to the agreement between Allegro.pl and the Service Provider whereunder Allegro.pl is the consignor (the sender) within the meaning of the Postal Law, once the Service Provider has received a confirmation from Allegro.pl that a given Service may be provided as part of the Delivery Service, in keeping with the General Terms and Conditions, the Allegro User Agreement and the Service Provider's Terms and Conditions.

5. Parcels shall be picked up, transported, sorted and delivered under the General Terms and Conditions, on terms and conditions set out in the Service Provider's Terms and Conditions.

6. Allegro.pl is not a carrier within the meaning of the Transport Law Act (Journal of Laws of 2020 item 8, as amended) and the Civil Code (Journal of Laws of 2019 item 1145, as amended).

7. Where the use of the Delivery Service proves impossible or difficult for reasons attributable to Allegro.pl or to the Service Provider, Allegro.pl shall reimburse the Seller for any fees paid by them charged as per the rules provided for in Part V Clause 5 of Appendix No. 4 to the Allegro User Agreement.

### Article 3. The rights and obligations of Sellers using the Delivery Service

1. The Seller shall pay the fees related to the provision of the Delivery Service in accordance with the price list set out in Part V Clause 5 of Appendix No. 4 to the Allegro User Agreement as applicable at the time of ordering the Delivery Service and within deadlines provided therein.

2. The Seller shall:

a. comply with the General Terms and Conditions, the Allegro User Agreement, the Service Provider's Terms and Conditions and the Postal Law;

b. put Items in the Parcels that are compliant with the Service Provider's Terms and Conditions, the applicable provisions of the Postal Law and the applicable regulations issued by the Universal Postal Union;

c. print the Label and affix it to the Parcel correctly, i.e. in accordance with the Service Provider's Terms and Conditions, the applicable provisions of the Postal Law and the applicable regulations issued by the Universal Postal Union;

d. wrap the Parcel correctly, i.e. in line with the Service Provider's Terms and Conditions, so that it may be properly picked up, transported, sorted and delivered by the Service Provider.

3. The Seller shall be fully liable to Allegro.pl for any damage caused to Allegro.pl or to the Service Provider due to the shipping, pick-up, transport, sorting or delivery of any Non-Standard Parcel. In particular, the Seller shall reimburse Allegro.pl for all costs, fees or fines charged to or imposed on Allegro.pl by the Service Provider due to the performance by the Service Provider of any activities in respect of any Non-Standard Parcel in the maximum amount defined in Part V Clause 5 of Appendix No. 4 to the Allegro User Agreement.

4. The Seller acknowledges that the Service Provider has the right to refuse to provide the Service if the Service Provider finds that the Parcel to be shipped as part of the Delivery Service is a Non-Standard Parcel.

5. The Seller acknowledges that where it becomes evident that a Parcel is a Non-Standard Parcel only after its pick-up from the Seller, the Service Provider may suspend the provision of the Service and alert Allegro.pl. In such a case, Allegro.pl shall request the Seller to eliminate promptly the

condition that prevents the shipment of the Parcel or the provision of the Service, particularly by packing the Non-Standard Parcel in the proper manner or securing it at their own cost. In cases referred to in the preceding sentence, the Seller may be required to pick up the Non-Standard Parcel from the Service Provider at their own cost and to remedy the damage, if any, caused to the Service Provider by that Parcel or in relation to it, or to cover the cost of the Parcel pick-up and to remedy the damage, if any, caused to Allegro.pl by that Parcel or in relation to it.

6. If the Delivery Service or the Service cannot be performed due to the Seller's fault, Allegro.pl shall have the right to return the Parcel to the Seller at the Seller's cost and to seek compensation corresponding to the price of the Delivery Service as specified in Part V Clause 5 of Appendix No. 4 to the Allegro User Agreement.

## Article 4. The processing of personal data in connection with the provision of the Delivery Service

1. Allegro.pl is the personal data controller for Sellers with regard to the offer of the Delivery Service on the Service Platform within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

2. Personal data shall be processed by Allegro.pl in accordance with applicable legal regulations, in particular with the provisions of GDPR. The legal basis for the processing of Sellers' personal data by Allegro.pl shall be Article 6(1)(b) of GDPR, i.e. the processing is necessary for the performance of the contract between the Seller and Allegro.pl concerning services provided by Allegro.pl on the Platform, including the Delivery Service.

3. The Seller may contact Allegro.pl using the e-mail address: [iod@allegro.pl](mailto:iod@allegro.pl) if they have any questions concerning the processing of their personal data by Allegro.pl.

4. The Sellers' personal data shall be processed by Allegro.pl for the following purposes: providing the Delivery Service; handling complaints; bookkeeping; creating statistics and analyses; establishing, exercising or defending claims; and ensuring accountability with respect to the personal data processed.

5. The Seller's personal data processed by Allegro.pl shall include the following information: the username (login), the full name, the address of residence or stay, phone number, e-mail address, the address for the delivery and return of Items, the parcel status, the parcel collection code and the number of a consignment note (tracking number) as long as the Service Provider provides such a number.

6. The Service Provider is also a personal data controller in respect of the personal data of the Sellers within the scope related to the provision of the Services by the Service Provider. The detailed principles pertaining to the processing of the Sellers' personal data by the Service Provider in connection with the Service provision are described in the Service Provider's Terms and Conditions.

7. Personal data of the Sellers may be transferred to:

- a. the Service Provider in order to ensure Allegro.pl's accountability of the fulfilment of obligations arising from the agreement made with that Service Provider;
- b. the Service Provider, at the Sellers' request, to refer questions or complaints regarding the services provided by the Service Provider;
- c. the entities authorised to receive such data under applicable provisions of law, including appropriate judiciary authorities.

8. For the Delivery Service to be provided, the Seller shall provide Allegro.pl with the personal data of Recipients. The aforementioned personal data shall be processed by Allegro.pl in accordance with applicable legal regulations, in particular with the provisions of GDPR.

9. Relevant provisions of Appendix No. 5 to the Allegro User Agreement (Privacy Policy) shall apply mutatis mutandis to the matters not governed by this article.

## Article 5. Complaints concerning the Delivery Service

1. The Seller may lodge a complaint concerning the Delivery Service envisaged herein if the Delivery Service is not provided by Allegro.pl at all or is provided improperly, in breach of these General Terms and Conditions. The Seller may also lodge a complaint if the fees for the Service or for the handling of a Non-Standard Parcel paid by the Seller to Allegro.pl have been charged incorrectly.

2. Any complaints relating to the use of the Delivery Service and any incorrect charging of the fees for the Services or for the handling of a Non-Standard Parcel shall be handled by Allegro.pl within 30 (thirty) days of lodging a complaint by the Seller.

3. Complaints regarding the use of the Delivery Service or the charging of the fees for the Services or for the handling of a Non-Standard Parcel may be lodged by letter sent to Allegro.pl address or in an electronic form using the contact form available at <https://allegro.pl/pomoc/kontakt?kategoria=44362df6-b15a-4eac-a24c-c534495b1bda>.

4. The Seller may contact Allegro.pl with regard to the Delivery Service as follows:

- a. by letter sent to: 60-166 Poznań, ul. Grunwaldzka 182, Poland;
- b. using the contact form available at: <https://na.allegro.pl/smart-formularz>.

5. The Seller shall lodge complaints concerning the manner of the Service provision by the Service Provider directly to the Service Provider.

6. Considering the wording of Clause 5 above, Allegro.pl, to allow the Sellers to lodge complaints related to the failure to provide or improper provision of the Services by the Service Provider, shall grant the power of attorney to the Sellers to take actual and legal actions related to representing Allegro.pl in complaints pertaining to the Services provided by the Service Provider as part of the

Delivery Service. The power of attorney referred to in the preceding sentence shall be made available to the User at their request after using the contact form available at <https://allegro.pl/pomoc/kontakt?kategoria=44362df6-b15a-4eac-a24c-c534495b1bda&subjectId=2d542135-a6d7-474c-a4a1-f96451c8bbc5>.

## Article 6. The end of the Delivery Service provision

1. In the case of a breach of these General Terms and Conditions or the Allegro User Agreement, in particular when the Seller takes any actions which adversely affect the security of the Service Platform operations or are detrimental to other Users or are intended to circumvent safeguards adopted by Allegro.pl or consist in the falsification of data as part of the Delivery Service, Allegro.pl shall have the right to discontinue the provision of the Delivery Service to the Seller.

2. In the case of any gross or recurring breaches referred to in Clause 1 above, Allegro.pl may suspend the Seller's Accounts. The provisions of Article 8.4. of the Allegro User Agreement shall apply accordingly.

## Article 7. Miscellaneous

1. The Seller may not withdraw from the Delivery Service that Allegro.pl has provided completely.
2. Headings (titles of particular articles) in these General Terms and Conditions are used for convenience only and shall not affect the interpretation of these General Terms and Conditions.
3. If any provision hereof is held invalid by a final and absolute judgement of the common court, the remaining provisions shall remain in full force and effect.
4. Relevant provisions of the Allegro User Agreement shall apply to the matters not governed by these General Terms and Conditions.

# Appendix No. 17

## **Appendix No. 17. Charity Listings**

*(Valid from June 15 2020)*

This appendix sets out the rules for posting and participating in Charity Listings. Any matters not regulated by these Terms and Conditions shall be governed by the Allegro User Agreement

### 1. Definitions

**Allegro.pl** – Allegro.pl sp. z o.o. with its registered office in Poznań, 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 33,016,950.00, paid in full; tax identification number (NIP): 525-26-74-798, statistical identification number (REGON): 365331553.



**Fundraiser Cause** – a cause indicated by a Charity consistent with its statutory objective, for which funds raised through Charity Listings, i.e. funds from the sales of Items and Donations, will be allocated.

**Donation** – a functionality available in each Charity Listing that allows Users (Buyers) at the time of making the Transaction in a Charity Listing to donate any amounts to the Charity for the benefit of which the Listing has been posted.

**Charity Listings** – Listings on the Website posted by Charities or by Users for the benefit of such Charities, where the revenue from such Listings will be allocated for the Fundraiser Cause.

**Charity** – an association within the meaning of the Associations Act of 7 April 1989 (consolidated version: Journal of Laws of 2019, item 713, as amended), a foundation within the meaning of the Foundations Act of 6 April 1984 (consolidated version: Journal of Laws of 2018, item 1491, as amended) or other organisations the statutory objectives of which include charitable activities, which met the conditions set out in Article 3 of the Terms and Conditions.

**Payment Operator** – PayU SA with its registered office in Poznań, 60-166 Poznań, at ul. Grunwaldzka 186, a national payment institution supervised by the Polish Financial Supervision Authority, entered into the Register of Payment Services under No. IP1/2012, entered in the Register of Entrepreneurs maintained by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000274399, with the share capital of PLN 4,944,000 paid in full, tax identification number (NIP): 779-23-08-495, statistical identification number (REGON): 300523444. The User may contact the company by sending an e-mail to: [pomoc@payu.pl](mailto:pomoc@payu.pl).

**Allegro User Agreement** – the Website terms and conditions available at <https://allegro.pl/regulamin/pl>.

**Terms and Conditions** – the document in the form of Appendix No. 17 to the Allegro User Agreement.

**Website** – an online e-commerce platform operated by Allegro.pl and available in the allegro.pl domain.

**Agreement** – an agreement defining the rules for posting Charity Listings and activating a Fundraiser Cause made between a Charity and Allegro.pl.

Capitalised terms not defined in this Article 1 shall have the meaning assigned to them in the Allegro User Agreement.

## 2. General Provisions

2.1. Allegro.pl shall support Charity Listings by providing tools necessary for their functioning, to be used, for example, to indicate and activate by a Charity a Fundraiser Cause for which Charity Listings will be posted and Donations will be made.

2.2. The Fundraiser Cause shall be indicated by the Charity through online tools made available to the Charity in the settings of its Account and activated on the date indicated by it; however, the duration of the Fundraiser Cause may not exceed the period of 1 year from the date of its activation.

2.3. The Fundraiser Cause may not be changed through the duration of Charity Listings posted for a given cause from the time when buying offers appear in the respective Charity Listing.

2.4. It is forbidden to indicate a Fundraiser Cause that would contravene the provisions of law or good practices, infringe upon the rights of third parties or commonly accepted social norms, propagate fascism or other totalitarian political system or incite hatred on the basis of nationality, ethnic origin, race or religious beliefs or lack thereof.

2.5. In the cases referred to in Article 2.4 above, Allegro.pl shall make it impossible to indicate a Fundraiser Cause and post any Charity Listings related to it.

2.6. Allegro.pl is not responsible for actions or omissions of Charities which act independently of Allegro.pl. Verification by Allegro.pl shall be limited to making sure that a Fundraiser Cause satisfies the formal requirements set out in the Terms and Conditions.

2.7. The provisions of Appendix No. 7B to the Allegro User Agreement and the exclusions concerning the non-binding nature of the Listings described in Article 3.3 of the Allegro User Agreement shall not apply to Charity Listings. Transactions referred to in Article 3.3 of the Allegro User Agreement made as part of Charity Listings shall be binding, except for Transactions concerning real estate sales or lease.

2.8. With reference to Appendix No. 1 and Appendix No. 2 to the Allegro User Agreement, Allegro.pl may decide not to apply the restrictions described therein upon the User's prior contact with Allegro.pl by sending an e-mail to the following address: [kontakt@charytatywni.allegro.pl](mailto:kontakt@charytatywni.allegro.pl). This waiver may only be applicable to the Users for whom Allegro has agreed to post a given Charity Listing.

2.9. In the case of Charity Listings, it is forbidden to sell Items the description of which implies that such listings or such Items will be used as an advertising tool.

### 3. Registration of Accounts by Charities

3.1. A Charity shall Register a Business Account using an appropriate registration form, which it must fill in in compliance with actual facts and legal status.

3.2. Upon the Registration, the Charity must obtain the status of a 'Charity Account'. For this purpose, the Charity must complete the application available in the Account setting under the tab: My Account < Allegro Charytatywni, providing with the following details and documents:

a. the Charity name;

b. the information whether the Charity has the status of a public benefit organisation within the meaning of the Act of 24 April 2003 on public benefit activity and volunteering (consolidated version: Journal of Laws of 2012, No. 234, item 1536, as amended);

c. the statutory objectives of the Charity (the so-called 'areas of assistance');

d. the financial statements for the previous financial year;

e. the Article of Association of the Charity.

3.3. Upon the verification of the completed registration form and of the application and the documents referred to in Article 3.2 above by Allegro.pl, a message shall be sent to the email address provided by the Charity, which, in the case of the positive outcome of the verification, shall contain the Agreement.

3.4. Upon the acceptance of the Agreement by the Charity by clicking the Accept button available in the Charity Account under the "Allegro Charytatywni" tab, the Agreement shall be made and become effective.

## 4. Charity Listings

4.1. Users purchasing Items in Charity Listings shall be identified in accordance with the provisions of Appendix No. 7A to the Allegro User Agreement.

4.2. In order to post a Charity Listing on the Website, the User shall use a special form titled: "List an item for a charitable cause" available at: <https://allegro.pl/charityOffer/>, and then must indicate the Fundraiser Cause.

4.3 When a Charity Listing is posted by a User, the price of the Item to be sold in such a listing shall be transferred directly to the account number of the Charity the Fundraiser Cause of which was indicated by the User prior to its posting on the Website.

4.4. In the case of Charity Listings, payments for Items may be made only using the payment service specified in Appendix No. 7A to the Allegro User Agreement.

4.5. When Charity Listings concern Items referred to in Annex No. 15 to the VAT Act of 11 March 2004 (consolidated version: Journal of Laws of 2020, item 106, as amended), the sales of which will be evidenced with an invoice for the total amount of receivables exceeding the amount referred to in Article 19(2) of the Entrepreneurs' Law of 6 March 2018 (Journal of Laws of 2019, item 1292, as amended), i.e. a gross amount of PLN 15,000, and the payment for the aforementioned Items has been made using the split payment mechanism, the User (Seller) shall immediately transfer to the Charity the entire amount corresponding to the price of these Items.

4.6. Under of Charity Listings, the following products/services are not available:

a) the 'Raty' product at Allegro referred to in the terms and conditions available at: <http://allegro.pl/raty/regulamin>

b) the 'Allegro Zapłać Później' service referred to on the webpage: <https://allegro.pl/regulaminy/regulaminuslugi-allegro-zaplac-pozniej-z8XAXR6ZYFL>

c) the Allegro Pay service provided in accordance with its Terms and Conditions.

4.7. Allegro.pl shall not charge basic fees for the posting of Charity Listings and commissions on the sales of Items in such listings.

4.8. The price of the Items to be sold in Charity Listings posted by Users shall be transferred directly to the account number of the Charity. In this case, the User who have posted the Charity Listing shall receive only the costs paid by the Buyer of the delivery of the Item purchased in this listing.

4.9. Payments by the Users who are Buyers for Items purchased in Charity Listings shall be made through the Payment Operator on the terms provided for in Appendix No. 7A to the Allegro User Agreement.

4.10. Should the User who is the Buyer exercise the right to withdraw from the agreement concluded as part of a Charity Listing as per Article 27 of the Consumer Rights Act of 30 May 2014, the Charity, at Seller's request made directly through the Message Center functionality, shall refund the amount corresponding to the price of the Item purchased to the Buyer's account number.

4.11. Charity Listings may not be posted in the following categories:

- Health > Erotica
- Health > OTC drugs
- Sport and tourism > Military supplies > Airguns
- Sport and tourism > Military supplies > Knives, machetes
- Business and services > Services
- Business and services > Live animals
- Automotive > Cars
- Automotive > Motorcycles and quads
- Automotive > Mashines
- Automotive > Trailers, semitrailers
- Automotive > Other vehicles and boats
- Real property
- Culture and entertainment > Tickets

- Culture and entertainment > Special moments

4.12. The duration of Charity Listings may not exceed the duration of the Fundraiser Cause, except that the duration of a Charity Listing may not be shorter than 24 hours.

## 5. Security and credibility of Transactions made as part of Charity Listings

5.1. Allegro.pl reserves the right to verify Users purchasing Items in Charity Listings in the cases when the value of the Transaction made as part of a Charity Listing or the amount offered during the Bidding is greater than or equal to PLN 1,000.00. For this purpose, Article 2.13.a. of the Allegro User Agreement shall apply *mutatis mutandis*.

5.2. In the event of losing credibility by the User as determined during the verification referred to in Article 5.1 above, and in the cases of the violation by them of the Terms and Conditions, the Allegro User Agreement and the provisions of the applicable law, Article 8.4. of the Allegro User Agreement shall apply.

## 6. Complaints Procedure

6.1. A User may lodge complaints regarding the failure to perform or undue performance of services related to the handling of Charity Listings by Allegro.pl.

6.2. A complaint can be lodged by e-mail to the following address: [kontakt@charytatywni.allegro.pl](mailto:kontakt@charytatywni.allegro.pl), or by a registered letter sent to: Allegro.pl sp. z o.o., ul. Grunwaldzka 182, 60-166 Poznań, with a note: "Reklamacja Zbiórki Charytatywnej - Właściwy Cel Zbiórki" (A complaint regarding a Charitable Fundraiser – the respective Fundraiser Cause").

6.3. A complaint must contain at least the User's full name and e-mail address assigned to their Account, the description of their reservations and the proposed method of solving the complaint.

6.4. In the case when the data or information specified in a complaint must be supplemented, before handling the complaint, Allegro.pl shall request the User to supplement them to the indicated extent.

6.5. Allegro.pl shall handle a complaint within 14 days from the date of the receipt of a duly lodged complaint. The User shall receive the information about the method of handling the complaint by e-mail to the e-mail address assigned to their Account.

## 7. Privacy

7.1. Allegro.pl is the personal data controller for the Users participating in Charity Listings and establishing Fundraiser Causes within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

7.2. Allegro.pl shall process personal data of Users in accordance with applicable provisions of law, including GDPR. Specific information regarding data processing is available in Appendix No. 5 to the Allegro User Agreement – Privacy Protection Policy at: <https://allegro.pl/regulamin/pl/zalacznik-5>

## 8. Final Provisions

8.1. Headings (titles of paragraphs) in these Terms and Conditions are used for convenience only and shall not affect interpretation of these Terms and Conditions.

8.2. If any provision hereof is held invalid by a final and absolute judgement of the common court of law, the remaining provisions shall remain in full force and effect.

# Appendix No. 18

## **Appendix No. 18: General Terms and Conditions of the Cooperation Related to the Sales of Vouchers Exchangeable for Medical Services**

### I. GENERAL PROVISIONS

#### Article 1. Definitions

Terms used in this document shall be construed to mean as follows:

**Code of Medical Ethics** — the Code of Medical Ethics of 2 January 2004;

**Medical Activities Act** – the Medical Activities Act of 15 April 2011 (consolidated text: Journal of Laws of 2020 item 295 as amended);

**Healthcare Service Provider** – an entity involved in, inter alia, the distribution of prepaid products (Vouchers) of the Service Providers cooperating with it, and the Service Provider in the case of the direct distribution of the aforementioned products under an individual agreement entered into with Allegro.pl;

**Service Provider** – an entity performing healthcare activities, providing healthcare, medical or paramedical services (in particular a doctor), which is an entity performing medical activities within the meaning of the provisions of law, including the Medical Activities Act, and entered in the register of entities performing medical activities and, in the case of doctors, also licensed to provide their services as a doctor in the territory of the Republic of Poland, bound by the Code of Medical Ethics;

**Agreement** – an agreement providing for the rules for the sales of Vouchers for Medical Services at Allegro entered into by Allegro.pl and a Healthcare Service Provider;

**Voucher** – a paid instrument (POSA Cards, PIN Codes), which is associated with the obligation to accept it as remuneration or part of remuneration for the provision of specific Medical Services by

a specific Service Provider, which is not an electronic payment instrument or an electronic money instrument or a payment card, distributed under the relevant Agreement;

**Medical Service** – a medical service provided after the purchase of a Voucher distributed at Allegro by a Healthcare Service Provider consisting in the provision remotely, without the simultaneous presence of the Service Provider and the Buyer, using a chat or teleconsultation, of a healthcare service by the Service Provider to the Buyer;

**Customer** – the buyer of the Voucher for a Medical Service to be provided by the Service Provider;

**General Terms and Conditions** – General Terms and Conditions of the Cooperation Related to the Sales of Vouchers Exchangeable for Medical Services, constituting this document.

**Buyer** – a natural person to whom a Medical Service is to be provided by the Service Provider, including the Customer.

## Article 2. Subject of the cooperation

### 2.1.

Allegro.pl shall provide the Healthcare Service Provider with IT tools to be used to sell Vouchers for Medical Services, including the special "Telemedicine" category related to this type of services, in which listings related to Vouchers for Medical Services shall be posted, on the terms provided for in these General Terms and Conditions and, within the scope referred to in the article below, also in the User Agreement.

### 2.2.

Allegro.pl shall make it possible for the Customer to purchase for a specified price a Voucher for a Medical Service, which shall be provided by Service Providers.

### 2.3.

By purchasing a Voucher for a Medical Service, the Customer shall enter into a contractual relationship with the Healthcare Service Provider concerning the sales of the Voucher. By using the Voucher to pay for the Medical Service of a particular Service Provider, the Buyer shall enter into a contractual relationship with it concerning the provision of the Medical Service purchased. Allegro is not a party to the Voucher sales agreement or the Medical Service provision agreement.

### 2.4.

The Voucher sales agreement entered into with the Healthcare Service Provider shall be performed under and in accordance with the User Agreement, including the General Terms and Conditions and the content of the Listing concerning the Voucher, and the agreement with the Service Provider shall be performed under the terms described in the Listing.

### 2.5.

The Agreement and the General Terms and Conditions shall be the basic source of mutual rights and obligations of Allegro.pl and the Healthcare Service Provider. The User Agreement shall apply to the mutual rights and obligations of Allegro.pl and the Healthcare Service Provider only to the matters not governed by the Agreement and the General Terms and Conditions. In the event of a conflict between the General Terms and Conditions and the User Agreement, the General Terms and Conditions shall prevail in the relations between Allegro.pl and the Healthcare Service Provider. With respect to the relation between Allegro.pl and the Healthcare Service Provider, the Parties shall completely exclude the application of the following clauses of and appendices to the User Agreement:

- Appendix No. 6
- Appendix No. 12

#### 2.6.

The General Terms and Conditions and the content of the Listing concerning the Voucher shall be the basic source of mutual rights and obligations of the Healthcare Service Provider and the Customer pertaining to Vouchers. The User Agreement shall apply to the mutual rights and obligations of the Healthcare Service Provider and the Customer only to the matters not governed by the General Terms and Conditions and the Listing concerning the Voucher. In the event of a conflict between the General Terms and Conditions and the Listing concerning the Voucher, the General Terms and Conditions shall prevail in the relations between the Healthcare Service Provider and the Customer.

#### 2.7.

The General Terms and Conditions shall be the basic source of mutual rights and obligations of Allegro and the Customer pertaining to Vouchers. The User Agreement shall apply to the mutual rights and obligations of Allegro and the Customer only to the matters not governed by the General Terms and Conditions. In the event of a conflict between the General Terms and Conditions and the User Agreement, the General Terms and Conditions shall prevail in the relations between Allegro and the Customer.

#### 2.8.

The Healthcare Service Provider shall sell Vouchers in the Account used only to sell Items from such a category, according to the principles stipulated in the General Terms and Conditions and in the Agreement.

#### 2.9.

The Healthcare Service Provider acknowledges that the functionality of its Account used to sell Vouchers for Medical Services should be limited to order placing, order processing and payment processing features. With respect to the relation between Allegro.pl and the Seller, the Parties shall



completely exclude the application of the following clauses of and appendices to the User Agreement:

- a. promoting and advertising the Healthcare Service Provider or Service Providers;
- b. Allegro Smart! and Allegro Smart! Student;
- c. the possibility of posting the Healthcare Service Provider's Listings for bidding;
- d. the possibility of posting Charity Listings.

2.10.

Allegro.pl shall prevent Transactions as part of the Healthcare Service Provider's Listings concerning Vouchers for Medical Services with Users of Junior Accounts.

2.11.

In the Account used to sell Vouchers for Medical Services by the Healthcare Service Provider, Allegro.pl shall not provide to the Healthcare Service Provider any services other than the services expressly listed in the General Terms and Conditions, the Agreement and the User Agreement, in particular it shall not provide financing, security or advertising services to the Healthcare Service Provider or the Service Providers, or any intermediation services related to the execution of third-party service agreements.

### Article 3. Account registration

3.1.

The Healthcare Service Provider shall Register an Account to be used to sell Vouchers using the respective registration form for Business Accounts filled in by the Healthcare Service Provider in accordance with facts and the legal status and on the basis of copies of documents submitted by them and confirming their business data.

3.2.

Upon the verification of the completed registration form by Allegro.pl, a message shall be sent to the e-mail address provided in it, which, in the case of the positive outcome of the verification, shall contain the Agreement. Upon the Healthcare Service Provider's approval of the content of the Agreement by replying to the message referred to in the preceding sentence, the Healthcare Service Provider shall be sent to their e-mail address the information on the execution of the Agreement and other information as required by law.

3.3.

Upon the execution of the Agreement, the Healthcare Service Provider shall be able to sell Vouchers at Allegro on the principles stipulated in the General Terms and Conditions and in the Agreement.

#### 3.4.

During the Registration of the Account to be used to sell Vouchers and during the later use of Allegro, the Healthcare Service Provider shall provide the required and true data and information and also make true statements. The Healthcare Service Provider should update on an ongoing basis the data in the settings after logging in to the Account used to sell Vouchers. The Healthcare Service Provider may not delete the data provided in the settings of the Account used to sell Vouchers after its Registration.

#### 3.5.

In the case of the Registration by the same Healthcare Service Provider of more than one Account to sell Vouchers, a separate Agreement must be concluded.

#### 3.6.

The Registration by the same Healthcare Service Provider of an Account other than the Account to be used to sell Vouchers shall be possible on general principles provided for in the User Agreement. In this case, however, the sales of Vouchers shall be permitted only in the Account used to sell such Vouchers and the Healthcare Service Provider must ensure that Users are not redirected from Listings in the other Account to the Account used to sell Vouchers and the content of such Listings may not otherwise refer to business activities carried out in this Account.

#### 3.7.

The Healthcare Service Provider may not use the Account used to sell Vouchers to carry out activities that violate the Agreement, the General Terms and Conditions or the User Agreement.

#### 3.8.

The Healthcare Service Provider may not make the Account used to sell Vouchers available to other persons, except for making it available to persons duly authorised by them to act on their behalf.

### Article 4. The Course of the Transaction

#### 4.1.

Upon the acceptance of the terms of a Listing concerning a Voucher for a Medical Service, the Buyer shall fill in the Order Form on the page of this Listing and confirm their choice. Upon the confirmation of the choice, the completed Order Form shall be displayed to the Buyer and sent to the e-mail address assigned to their Account.

#### 4.2.

The confirmation of entering into an agreement between the Buyer and the Healthcare Service Provider in the form of the Order Form shall be sent automatically by e-mail (or alternatively by other means of electronic communications) 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 following data (as currently appearing in their Account settings):

- a. the Healthcare Service Provider's name, address and phone number;
- b. the Buyer's data: their full name or business name and address, e-mail address and contact phone number;
- c. the recipient's data: their full name or business name and address, the contact phone number – if not the same as for the Buyer;
- d. the information concerning the Voucher for a Medical Service ordered, i.e. the value of the Voucher and the type of the Medical Service.

## Article 5. Fees

### 5.1.

Amounts of fees for posting Listings concerning Vouchers for Medical Services, the terms of collecting them, the method of their calculation and the terms of issuing and sending invoices shall be provided for in Appendix No. 4 to the User Agreement (Fees and Commissions).

### 5.2.

The price of the Voucher shall be the entire amount due for the Medical Service and the Customer shall not be obliged to pay any other additional fees in order to use the Medical Service.

## II. MISCELLANEOUS

- 1. Headings (titles of particular articles) herein have been added for convenience only and shall not affect the interpretation of the User Agreement.
- 2. If any provision hereof is held invalid by a final and absolute judgement of the common court, the remaining provisions shall remain in full force and effect.
- 3. Relevant provisions of the User Agreement shall apply to the matters not governed by these Terms and Conditions.

# Appendix No. 19

## **Appendix No. 19: Data processing Agreement**

### 1.1

The terms used in this document shall be construed to mean as follows:

**Personal Data** – any information concerning an identified or identifiable natural person, in particular regarding Buyers, including information about Transactions, e.g. orders placed, the manner of their execution, the status of their execution, the content of the correspondence related to Transactions, information on the use of functionalities available in connection with the Service;

**GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

**Agreement** – this agreement on data processing;

**Service** – the automatic correspondence handling service provided by Allegro.pl to Sellers in their registered Business Accounts using the machine learning technology.

1.2

Other capitalised terms shall have the meaning assigned to them in the User Agreement.

## **Article 2. The scope of processing**

2.1.

The Seller shall order Allegro.pl to process Personal Data, and Allegro.pl shall process Personal Data in accordance with the Agreement and the personal data protection regulations, in particular the GDPR.

2.2.

Allegro.pl shall process Personal Data at the Seller's request in order to provide the Service. In particular, Allegro.pl shall collect, record, store, modify, organise, analyse, combine, anonymise, and delete Personal Data, also in an automated manner, to the extent necessary to provide the Service.

2.3.

The Seller hereby declares that they are entitled to entrust Allegro.pl with the processing of Personal Data for the purposes and to the extent provided for in the Agreement.

2.4.

Allegro.pl shall process Personal Data also for its own purposes within the scope that follows from the Privacy Protection Policy, which constitutes Appendix No. 5 to the User Agreement. The fact that Allegro.pl processes Personal Data at the Seller's request shall not limit the right of Allegro.pl to process Personal Data in other cases described in the User Agreement.

2.5.

The Seller shall accept the processing of Personal Data by Allegro.pl to the extent that Allegro.pl has an independent legal basis for the processing of Personal Data, including for the purpose of improving the quality of the Service provided, developing algorithms for the provision of the Service, offering own services to Buyers, exercising or defending claims, and for analytical purposes.

## **Article 3. The rules for the processing of Personal Data by Allegro.pl on the Seller's behalf**

### 3.1.

Allegro.pl shall process Personal Data pursuant to personal data protection regulations, in particular the GDPR.

### 3.2.

Allegro.pl shall:

- a. process Personal Data only based on the Seller's documented instruction (taking into account Article 28(3)(a) of the GDPR), with such instruction to be understood by Allegro.pl and the Seller to mean the entrusting of the processing of personal data by the Seller under the User Agreement;
- b. ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c. take (implement) any appropriate technical and organisational measures (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk for the rights and freedoms of natural persons, of varying likelihood and severity) to ensure a level of security appropriate to the risk, including inter alia as appropriate:
  - i. the pseudonymisation and encryption of Personal Data;
  - ii. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - iii. the ability to restore the availability of and access to Personal Data in a timely manner in the event of a physical or technical incident;
  - iv. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
  - v. the compliance with the conditions for engaging another processor under Article 28(2) and Article 28(4) of the GDPR.

### 3.3

As part of the right to audit (including the right to inspect), the Seller may request Allegro.pl to provide information regarding the processing of Personal Data by Allegro.pl, by sending the respective request to the address: [iod@allegro.pl](mailto:iod@allegro.pl). Upon receiving the request, Allegro.pl shall reply to the request sent (and shall provide the information covered by the request) within 30 (thirty) days of receiving the request.

### 3.4.

Allegro.pl may further entrust the processing of Personal Data to sub-processors. If the Seller objects to the use of sub-processors by Allegro.pl, the Seller should terminate the agreement as described in Article 15 of the User Agreement. The Seller's objection to the use of sub-processors by Allegro.pl shall mean that the Seller will not be able to use the Service to the extent that its performance involves the processing of Personal Data by any sub-processor.

### 3.5.

Allegro.pl shall only use sub-processors that provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subjects. Allegro.pl shall ensure that sub-processors are subject to personal data protection obligations corresponding to those imposed on Allegro.pl under the Agreement.

3.6.

Allegro.pl shall delete Personal Data within the time limits specified in the Privacy Protection Policy, which constitutes Appendix No. 5 to the User Agreement, subject to Articles 2.4. and 2.5. of the Agreement.

3.7.

The Agreement shall be effective for the entire period of the Seller's use of the Service. If the Agreement is not concluded, the Seller will not be able to use the Service.

Other Terms & Conditions (available in Polish only):

## Regulamin Programu Szybkich Dostaw

1. Organizatorem Programu Szybkich Dostaw (dalej „**Program Szybkich Dostaw**” lub „**Program**”) jest Allegro.pl sp. z o.o. z siedzibą w Poznaniu, przy ul. Grunwaldzkiej 182, 60-166 Poznań, wpisana do rejestru przedsiębiorców prowadzonego przez Sąd Rejonowy Poznań - Nowe Miasto i Wilda w Poznaniu, VIII Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS: 0000635012, kapitał zakładowy: 33 016 950 złotych, posiadająca numer identyfikacji podatkowej (NIP): 525-26-74-798, REGON 365331553 (dalej: „**Allegro.pl**”).

2. Program polega na przyznaniu Sprzedającym opustów w przypadkach realizacji zamówień w sposób umożliwiający doręczenie przesyłki zawierającej Towar tego samego dnia, co dzień złożenia zamówienia lub w dniu kalendarzowym następującym po dniu złożenia zamówienia. Przez dzień złożenia zamówienia rozumie się dzień złożenia zamówienia opłaconego lub zamówienia z wybraną pobraniową metodą płatności.

3. Objęcie Sprzedającego Programem wymaga spełnienia przez niego następujących wymagań łącznie:

a) Żadne z Kont danego Sprzedającego lub Kont z nim powiązanych nie zostało zawieszone, zablokowane ani w żaden inny sposób nie ograniczono jego funkcjonalności w związku z naruszeniami Regulaminu;

b) Zamówienie jest objęte Usługą Allegro Smart!;

c) W ramach Oferty Sprzedający zawarł deklarację czasu wysyłki „natychmiast” albo „do 24 godzin”, przy czym za czas wysyłki w przypadku zamówienia składającego się z wielu Ofert w ramach jednego Konta Sprzedawcy uznaje się najdłuższy czas wskazany we wszystkich Ofertach w ramach danego zamówienia.

d) Sprzedający w ramach Konta (Ustawienia dostawy - <https://allegro.pl/moje-allegro/sprzedaz/ustawienia-dostawy#wysluka-tego-samego-dnia>) dokona ustawienia godzin dla wysyłki tego samego dnia dla przewoźnika realizującego dostawę dla wybranych dni od poniedziałku do piątku (zobowiązanie do wysłania zamówień złożonych do wskazanej godziny w dniu złożenia zamówienia);

e) Kupujący w ramach Ofert objętych zamówieniem, jako metodę dostawy wskazał jedną z metod wskazanych w Tabeli nr 1 zawartej w ust. 4 poniżej;

f) Do zamówienia musi zostać dołączony indywidualny numer przypisany do danej przesyłki umożliwiający Allegro.pl weryfikację jej statusów;

g) Pierwsza próba doręczenia przesyłki do Kupującego lub dostarczenie jej do wybranego punktu odbioru lub Paczkomatu InPost nastąpi tego samego dnia lub w dniu kalendarzowym następującym po dniu złożenia przez Kupującego zamówienia;

h) Sprzedający realizuje dostawy zgodnie z terminami, o których mowa w pkt d) powyżej dla co najmniej 95% zamówień (w tym również nieobjętych Usługą Allegro Smart!) złożonych w okresie 30 dni kalendarzowych poprzedzających dane zamówienie.

4. W przypadku spełnienia kryteriów, o których mowa w ust. 3 powyżej, Sprzedający otrzyma opust za każdą przesyłkę objętą Programem, zgodnie z Tabelą nr 1 poniżej:

Metoda dostawy	Wysokość upustu
Allegro Paczkomaty InPost	0,99 zł brutto – dla zamówień poniżej 100 zł 1,99 zł brutto – dla zamówień od 100 zł
<b>dostawa kurierem:</b> Allegro Pocztex Kurier 48; Allegro Pocztex Kurier 48 pobranie; Allegro Kurier DPD; Allegro Kurier DPD pobranie; Allegro Kurier UPS (do 10 kg); Allegro Kurier UPS (do 10 kg) pobranie Kurier UPS; X-press Couriers	3,99 zł brutto

5. Opust zostanie przyznany w formie rabatu transakcyjnego na rachunku Sprzedającego w ramach Allegro po otrzymaniu przez Allegro.pl informacji o spełnieniu wymagań, o których mowa w ust 3 powyżej, najpóźniej następnego dnia kalendarzowego po wystąpieniu podstaw do przyznania

opustu. Maksymalna kwota opustu dla jednego zamówienia nie może przekroczyć kwoty odpowiadającej iloczynowi opustu dla danej metody dostawy oraz liczby przesyłek dla danego zamówienia, zgodnej ze stosowanym przez Sprzedającego cennikiem dostaw.

6. Allegro.pl może wykluczyć Użytkownika z Programu jeżeli:

a) narusza postanowienia niniejszego regulaminu lub

b) w inny sposób narusza bezwzględnie obowiązujące przepisy prawa w związku z jego uczestnictwem w Programie.

7. W przypadku, gdy Sprzedający korzysta z Programu niezgodnie z jego przeznaczeniem, niniejszym regulaminem, Regulaminem, obowiązującymi przepisami prawa albo innymi normami, a celem lub skutkiem takiego korzystania jest osiągnięcie przez jakikolwiek podmiot korzyści majątkowej lub wyrządzenie szkody Allegro.pl lub Użytkownikom, Allegro.pl może bez uprzedniego powiadomienia usunąć Sprzedającego z Programu, a ponadto dokonać zawieszenia jego Konta w Serwisie Allegro. Art. 8.4 Regulaminu stosuje się odpowiednio.

8. Program trwa od 4 stycznia 2021 roku do odwołania, nie później niż do 31 grudnia 2021 r. Allegro.pl poinformuje o zakończeniu Programu z wyprzedzeniem 1 miesiąca.

9. W sprawach nieuregulowanych niniejszym regulaminem stosuje się odpowiednio postanowienia Regulaminu, w tym definicje tam określone.

# Super Sprzedawca - regulamin

## Regulamin usługi Super Sprzedawca

- [Artykuł 1. WARUNKI SKORZYSTANIA Z USŁUGI](#)
- [Artykuł 2. OPIS USŁUGI](#)
- [Artykuł 3. PRAWA I OBOWIĄZKI UŻYTKOWNIKA](#)
- [Artykuł 4. MONETY DLA SUPER SPRZEDAWCÓW](#)
- [Artykuł 5. ROLA ALLEGRO](#)
- [Artykuł 6. ZMIANY REGULAMINU I ZASTRZEŻENIA](#)

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## Spis treści

### Wstęp

Pojęcia pisane dużą literą niezdefiniowane w niniejszym Regulaminie usługi Super Sprzedawca mają znaczenie nadane im w Regulaminie Allegro i Regulaminie Programu Monetowego.



## Artykuł 1. WARUNKI SKORZYSTANIA Z USŁUGI

1.1. Usługa Super Sprzedawca jest dedykowana Użytkownikom będącym Sprzedającymi w Allegro, którzy spełnią warunki określone w niniejszym Regulaminie usługi Super Sprzedawca (Użytkownicy ci nazywani są dalej „Super Sprzedawcami”) za wyjątkiem Sprzedających, prowadzących w ramach Allegro aptekę ogólnodostępną.

1.2. Warunkiem skorzystania przez Użytkownika z usługi Super Sprzedawca jest łączne spełnienie poniższych warunków:

- zgłoszenie woli skorzystania z usługi Super Sprzedawca w sposób opisany w pkt 2.4. poniżej;
- zaakceptowanie niniejszego Regulaminu poprzez zaznaczenie pola: „zapoznałem się oraz akceptuję Regulamin usługi Super Sprzedawca” dostępnego w zakładce Moje Allegro > Moja sprzedaż > Usługi dla Sprzedających > Super Sprzedawca;
- spełnienie wszystkich poniżej określonych kryteriów dotyczących Konta:
- liczba wszystkich otrzymanych przez Użytkownika graficznych ocen sprzedaży za ostatni rok na poziomie minimum 100;
- liczba zrealizowanych przez Użytkownika Transakcji w ciągu ostatnich 30 dni na poziomie minimum 20; Transakcja uznawana jest za zrealizowaną, jeżeli spełnia minimum jeden z poniższych warunków:
  - Kupujący wystawił pozytywną ocenę „Polecam” w stosunku do danej Transakcji,
  - przesyłka z zamówieniem posiada status “Wysłana” nadany przez operatora logistycznego (dotyczy przesyłek realizowanych przez operatorów logistycznych wymienionych na stronie <https://allegro.pl/pomoc/dla-sprzedajacych/super-sprzedawca/super-sprzedawca-jak-liczymy-zrealizowane-zamowienia-WEDAg6E4OhZ>, których numery zostały dodane do zamówienia na Koncie Użytkownika);
- średnie wartości wszystkich graficznych ocen sprzedaży uzyskanych przez Użytkownika w ciągu ostatnich 30 dni, po zaokrągleniu do trzeciego miejsca po przecinku, na poziomie minimum: 4,950 punktów;
- liczba aktywnych Ofert w ramach Konta w ciągu ostatnich 30 dni, na poziomie co najmniej 1;
- brak ostrzeżenia z powodu naruszenia zapisów Regulaminu Allegro wyrażonych w art. 4.1 lub art. 13.3, bądź w Załączniku nr 1 albo w Załączniku nr 2 w art. 1 pkt 4 lub pkt 9 bądź w art. 2 przedmiotowego załącznika do tego dokumentu – w ciągu ostatnich 30 dni;
- brak zawieszenia Konta z powodu naruszenia zapisów Regulaminu Allegro - w ciągu ostatnich 30 dni;
- liczba dyskusji zakończonych jako nierozwiązane w okresie ostatnich 30 dni w stosunku do liczby Transakcji z ostatnich 30 dni na poziomie nie większym niż 0,02% (po zaokrągleniu do drugiego miejsca po przecinku) z zastrzeżeniem, że łączna liczba nierozwiązanych dyskusji z ostatnich 30 dni nie może przekroczyć 20;
- uzupełnienie numerem przesyłki co najmniej 80% Transakcji w stosunku do wszystkich Transakcji z ostatnich 30 dni, z zastrzeżeniem, że numer przesyłki musi zostać udostępniony Kupującemu w ramach narzędzi dostępnych w Allegro w zadeklarowanym dla danej Oferty czasie wysyłki (liczenie czasu wysyłki rozpoczyna się w momencie opłacenia zamówienia i wstrzymywane jest w soboty, niedziele i święta); wymogiem nie są objęte Transakcje, do których

Kupujący wybrał metodę dostawy bez możliwości śledzenia przesyłki (list ekonomiczny/priorytetowy, odbiór osobisty, przesyłka elektroniczna, dostawa przez sprzedającego);

- Użytkownik zarejestrowany jako Konto Firma przynajmniej od 30 dni poprzedzających zgłoszenie przez Użytkownika woli skorzystania z usługi Super Sprzedawca;
- wysoka jakość obsługi klientów, rozumiana w szczególności jako: udzielanie terminowych i czytelnych odpowiedzi na pytania Kupujących, stosowanie w korespondencji poprawnego, życzliwego i pozbawionego wulgaryzmów języka;
- niepodejmowanie przez Użytkownika w ramach Allegro czynności, które mogą działać na szkodę Kupujących. W szczególności Użytkownik musi przestrzegać polityki zwrotów i reklamacji zgodnie z Regulaminem oraz obowiązującymi przepisami prawa.

## Artykuł 2. OPIS USŁUGI

2.1. Usługa Super Sprzedawca polega na promowaniu Ofert w ramach wyszukiwania Towarów przez Kupujących w Allegro oraz na wyróżnieniu wszystkich Ofert Użytkowników, którzy zostali zakwalifikowani do korzystania z przedmiotowej usługi i spełniają wysokie standardy obsługi Kupujących. Wynagrodzenie za korzystanie z usługi Super Sprzedawca nie podlega dodatkowym opłatom i ujęte jest w ramach opłat i prowizji pobieranych przez Allegro.pl zgodnie z Załącznikiem nr 4 do Regulaminu Allegro.

2.2. Wyróżnienie Ofert, o którym mowa powyżej polega na umieszczeniu w ich treści, w ciągu 24 godzin od pozytywnej kwalifikacji, o której mowa w pkt 2.3. poniżej ikony Super Sprzedawca na okres 30 dni, licząc od dnia zakwalifikowania Użytkownika do korzystania z usługi Super Sprzedawca oraz na dodatkowym wyróżnieniu Ofert w sposób, o którym mowa w pkt 4.1. z zastrzeżeniem pkt 4.3. poniżej.

2.3. Prowadzone przez Allegro.pl kwalifikacje Użytkowników do uczestnictwa w usłudze Super Sprzedawca odbywają się co 30 dni na podstawie wyniku kwalifikacji spełnienia przez nich warunków, o których mowa w pkt 1.2. powyżej. Z przyczyn technicznych dzień kwalifikacji może ulec zmianie.

2.4. Kwalifikacja, o której mowa w pkt 2.3. powyżej rozpoczyna się z chwilą użycia przez Użytkownika dostępnego w ustawieniach Konta przycisku: „Dołącz do programu” w zakładce Moje Allegro > Super Sprzedawca i może potrwać do 21 dni.

2.5. O wynikach kwalifikacji Użytkownicy są informowani drogą e-mailową. Informacja o spełnieniu lub niespełnieniu kryteriów zawartych w pkt 1.2. powyżej umieszczona zostanie również w zakładce Moje Allegro.

2.6. Niezakwalifikowanie Użytkownika do korzystania z usługi Super Sprzedawca nie wyklucza możliwości ponownego ubiegania się przez niego o uczestnictwo w usłudze Super Sprzedawca, po spełnieniu kryteriów określonych w pkt 1.2. powyżej.

## Artykuł 3. PRAWA I OBOWIĄZKI UŻYTKOWNIKA

3.1. Super Sprzedawca posiada dostęp do wyników kwalifikacji dokonanej przez Allegro.pl. Wyniki te prezentowane są w zakładce Moje Allegro.

3.2. Super Sprzedawca zobowiązany jest do zapewnienia najwyższych standardów obsługi Kupujących zawierających z nim Transakcje.

3.3. Super Sprzedawca ma możliwość rezygnacji z usługi. Rezygnację należy zgłosić przez formularz kontaktowy, dostępny w sekcji "Pomoc > Kontakt > Sprzedaje > Konto > Super Sprzedawca". Ponowne ubieganie się o uczestnictwo w usłudze Super Sprzedawca po rezygnacji, możliwe jest najwcześniej po upływie 30 dni od dnia rezygnacji.

## Artykuł 4. MONETY DLA SUPER SPRZEDAWCÓW

4.1. Oferta Super Sprzedawcy wyłącznie z opcją Kup Teraz, po spełnieniu warunku, o którym mowa w pkt 4.3. poniżej, podlegać będzie dodatkowemu wyróżnieniu. W tym celu Super Sprzedawcy przypisana zostanie pula Monet (dalej: „Pula”) rozumianą jako zbiór wirtualnych oznaczeń prezentowanych w ramach ustawień Konta, które przyznawane są ich klientom na zasadach opisanych w Regulaminie Programu Monetowego.

4.2. Przyznanie Puli Super Sprzedawcom polega na wyróżnieniu ikoną monety treści ich wszystkich Ofert, z zastrzeżeniem zapisów pkt 4.7. poniżej.

4.3. Warunkiem koniecznym do przyznania Super Sprzedawcom Puli jest uzyskanie obrotu ze sprzedaży prowadzonej w ramach Allegro w okresie 30 dni poprzedzających otrzymanie informacji potwierdzających zakwalifikowanie Użytkownika do korzystania z usługi Super Sprzedawca na poziomie nie mniejszym niż 1 zł. Obrót, o którym mowa w zdaniu poprzedzającym pomniejszany jest o wartość Transakcji, za które Super Sprzedawca otrzymał od Allegro.pl zwrot prowizji we wskazanym powyżej okresie 30 dni. Pula przyznawana jest na okres 30 dni.

4.4. Do obrotu, o którym mowa w pkt 4.3. powyżej nie wlicza się obrotu ze sprzedaży w kategoriach ogłoszeniowych tj.:

Nieruchomości

Nieruchomości > Wakacje

Motoryzacja > Maszyny

Motoryzacja > Motocykle i quady

Motoryzacja > Przyczepy, naczepy

Motoryzacja > Samochody

Firma i usługi > Usługi

Firma i usługi > Żywe zwierzęta

4.5. Liczba Monet składająca się na Pulę uzależniona jest od:

- wielkości obrotów w okresie o którym mowa w pkt 4.3. powyżej, w taki sposób, że za każde 7 500 zł (siedem tysięcy pięćset złotych) obrotu przyznawane jest przez Allegro.pl 15 Monet, oraz;
- przyznanych przez Allegro.pl Monet, w wysokości 50% dotychczas rozdysponowanych Monet przez Super Sprzedawcę, w ciągu ostatnich 30 dni, w ramach odpłatnej usługi indywidualnego wyróżnienia ikoną Monety. Jednocześnie § 6 regulaminu Programu Monetowego, stosuje się odpowiednio.

4.6. Monety składające się na Pulę prezentowane są w Ofertach Super Sprzedawcy (m.in. w tytule Oferty na listingach) w liczbie uzależnionej od wartości przedmiotu oferowanego w ramach Oferty zgodnie z tabelą poniżej:

<b>Cena przedmiotu</b>	<b>Liczba Monet w aplikacji</b>	<b>Liczba Monet w przeglądarce</b>
49,99 zł - 99,98 zł	4	2
99,99 zł - 999,98 zł	8	4
999,99 zł +	12	6

4.7. Każdorazowo zakup przedmiotu Oferty wyróżnionej ikoną monety powoduje obniżenie Puli o liczbę Monet wskazanych w treści Oferty. Całkowite wyczerpanie Puli oznacza zaprzestanie wyróżniania wszystkich Ofert Super Sprzedawcy ikoną monety.

4.8. Wyróżnienie, o którym mowa w pkt 4.2. powyżej dotyczy wyłącznie Ofert, w których deklarowany czas wysyłki wynosi nie więcej niż 24 godziny lub Ofert zawierających informacje o bezpłatnej wysyłce Towaru, z tym zastrzeżeniem, że to wyróżnienie nie dotyczy Ofert wystawionych w poniższych kategoriach:

Nieruchomości

Nieruchomości > Wakacje

Motoryzacja > Inne pojazdy i łodzie

Motoryzacja > Maszyny

Motoryzacja > Motocykle i quady

Motoryzacja > Przyczepy, naczepy

Motoryzacja > Samochody

Firma i usługi > Usługi

Firma i usługi > Żywe zwierzęta

Elektronika > Konsole i automaty > Microsoft Xbox 360 > Zdrapki

Elektronika > Komputery > Internet

Elektronika > Telefony i Akcesoria > Pre- paid

Elektronika > Komputery > Kryptowaluty

Dziecko > Karmienie dziecka > Żywność dla dzieci > Mleka modyfikowane > początkowe

Kultura i rozrywka > Kody i doładowania

Kultura i rozrywka > Gry > Gry online (MMO)

Zdrowie > Leki bez recepty

## Artykuł 5. ROLA ALLEGRO

5.1. Allegro.pl zastrzega sobie prawo do wydania ostatecznej decyzji o umożliwieniu Użytkownikowi korzystania z usługi Super Sprzedawcy.

5.2. Allegro.pl może podjąć decyzję o pozbawieniu Super Sprzedawcę możliwości korzystania z usługi Super Sprzedawca, przed upływem terminu, o którym mowa w pkt 2.3. powyżej oraz wykluczyć go z kwalifikacji, w przypadku:

- znacznego pogorszenia poziomu jakości obsługi klienta świadczonej przez Super Sprzedawcę, w szczególności gdy:
- średnia wartość wszystkich graficznych ocen sprzedaży uzyskanych przez Super Sprzedawcę, w ciągu ostatnich 30 dni, po zaokrągleniu do trzeciego miejsca po przecinku, spadnie poniżej wartości 4,900 punktów lub;
- liczba dyskusji zakończonych jako nierozwiązane w okresie ostatnich 30 dni w stosunku do liczby Transakcji z ostatnich 30 dni przekroczy poziom 0,1% z zastrzeżeniem, że łączna liczba nierozwiązanych dyskusji z ostatnich 30 dni nie może przekroczyć 32;
- uporczywego naruszania przez Super Sprzedawcę postanowień Regulaminu lub Regulaminu usługi Super Sprzedawca, w szczególności gdy:

- Super Sprzedawca otrzyma 1 ostrzeżenie z powodu naruszenia zapisów Regulaminu Allegro wyrażonych w art. 4.1 lub art. 13.3, bądź w Załączniku nr 1 albo w Załączniku nr 2 w art. 1 pkt 4 lub pkt 9 bądź w art. 2 przedmiotowego załącznika – w ciągu ostatnich 30 dni, albo;
- naruszenie zapisów Regulaminu Allegro skutkować będzie zawieszeniem Konta Super Sprzedawcy.

5.3. W przypadkach wskazanych w pkt 5.2. powyżej Użytkownik ma prawo odwołać się od decyzji Allegro.pl w terminie 14 dni od dnia jej otrzymania za pośrednictwem formularza kontaktowego na stronie Pomocy Allegro: Wybierz temat > Sprzedaję > Konto > Super Sprzedawca.

5.4. Allegro.pl rozpatruje odwołanie w terminie 14 dni od daty jego otrzymania. Informację o decyzji podjętej na skutek odwołania, Użytkownik otrzyma drogą e-mailową na adres e-mail przypisany do jego Konta.

5.5. Niezwłocznie po wydaniu przez Allegro.pl decyzji, o której mowa w pkt 5.2. powyżej, wyróżnienie, o którym mowa w pkt 2.2. oraz pkt 4.2. powyżej, ustaje nie później niż w ciągu 24 godzin, licząc od momentu jej wydania.

## Artykuł 6. ZMIANY REGULAMINU I ZASTRZEŻENIA

6.1. Allegro.pl zastrzega sobie prawo do zmiany niniejszego Regulaminu Super Sprzedawca i uruchomienia nowej wersji usługi Super Sprzedawca. Zmiana zaczyna obowiązywać w terminie wskazanym przez Allegro.pl, który nie może być krótszy niż 14 dni od momentu ogłoszenia zmian.

6.2. W sprawach nieuregulowanych niniejszym Regulaminem Super Sprzedawca zastosowanie mają odpowiednie postanowienia Regulaminu Allegro oraz Regulaminu Programu Monetowego.

# Regulamin Programu Strefa Fachowca

## § 1 Wstęp

1. Program Strefa Fachowca (dalej „Program”) został utworzony w celu wspierania pasjonatów majsterkowania oraz profesjonalistów przy zakupach produktów instalacyjnych, narzędzi oraz BHP w ramach Strefy Fachowca Serwisu Allegro.pl.

2. Organizatorem Programu jest Allegro.pl sp. z o.o. z siedzibą w Poznaniu. Organizator jest odpowiedzialny za przeprowadzenie Programu oraz jego prawidłową organizację.

3. Niniejszy Regulamin określa zasady i sposób uczestnictwa w Programie.

4. Program trwać będzie od 1.10.2020 - 31.03.2021.

## § 2 Definicje

1. **Allegro** – internetowa platforma transakcyjna, dostępna w domenie allegro.pl oraz za pośrednictwem Aplikacji mobilnej, której operatorem jest Allegro.pl.

2. **Allegro.pl** – spółka Allegro.pl sp. z o.o. siedzibą w Poznaniu, przy ul. Grunwaldzkiej 182, 60-166 Poznań, wpisana do rejestru przedsiębiorców prowadzonego przez Sąd Rejonowy Poznań - Nowe Miasto i Wilda w Poznaniu, VIII Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS: 0000635012, kapitał zakładowy: 33 016 950 złotych, posiadająca numer identyfikacji podatkowej NIP 525-26-74-798, REGON 365331553.

3. **Kupon promocyjny Allegro** – voucher oferowany przez Allegro.pl Uczestnikom, którego wartość stanowi 10 zł (5 zł w aplikacji mobilnej) lub wielokrotność wartości 10 zł w przedziale od 10 zł do 100 zł, do wykorzystania na zakupy w ramach Allegro.

4. **Transakcja** - procedura zawierania i wykonywania umów sprzedaży Towarów pomiędzy użytkownikami w ramach Allegro. Jedna Transakcja odpowiada zakupowi w ramach jednej oferty bez względu na ilość sztuk.

5. **Regulamin Allegro** – regulamin dostępny pod adresem allegro.pl/monety/regulamin zaakceptowany przez Użytkowników przed rozpoczęciem korzystania z usług w ramach Allegro.

6. **Użytkownik** - podmiot, który po przejściu przez proces rejestracyjny (w tym akceptacji Regulaminu Serwisu) ma prawo dostępu do usług oferowanych na Allegro, w szczególności może uczestniczyć w Transakcjach na Allegro, zarówno jako Kupujący, jak i Sprzedający (posiada aktywne Konto lub Konta w Allegro).

7. **Uczestnik** – osoba (w tym osoba prawna), która: a. jest Użytkownikiem, b. ma pełną zdolność do czynności prawnych, c. spełnia łącznie warunki, o których mowa w § 3 niniejszego Regulaminu.

8. **Moneta** – wirtualne oznaczenie widoczne w podsumowaniu Transakcji na Allegro jak również w ramach ustawień Konta Użytkownika odpowiadające wartości dokonanych przez Uczestnika Transakcji na Allegro w czasie trwania Programu, przy czym ważność każdej Monety wynosi 365 (słownie: trzysta sześćdziesiąt pięć) dni, liczonych od dnia zakończenia Transakcji, chyba że wcześniej Program ulegnie zakończeniu.

9. **Strefa Fachowca** – Grupa kategorii Serwisu Allegro związana z tematyką budowlano-instalacyjną w której skład wchodzi kategorie:

1. Dom i Ogród – Narzędzia
2. Dom i Ogród - Budownictwo i Akcesoria - Praca na wysokości
3. Dom i Ogród - Budownictwo i Akcesoria - Hydraulika i armatura
4. Dom i Ogród - Budownictwo i Akcesoria - Elektryka i akcesoria
5. Dom i Ogród - Budownictwo i Akcesoria - Sprzęt i akcesoria budowlane
6. Dom i Ogród - Budownictwo i Akcesoria – Ogrzewanie
7. Dom i Ogród - Budownictwo i Akcesoria > Klimatyzacja i wentylacja
8. Dom i ogród - Oświetlenie - Halogeny i naświetlacze

9. Dom i ogród - Oświetlenie - Akcesoria i osprzęt oświetleniowy
10. Dom i ogród - Oświetlenie- Oprawy oświetleniowe
11. Dom i ogród - Meble - Akcesoria meblowe
12. Firma - Przemysł - Maszyny i urządzenia
13. Firma - Przemysł - Budownictwo i Akcesoria
14. Firma - Przemysł - Odzież robocza i BHP
15. Firma - Przemysł - Profesjonalne urządzenia czyszczące
16. Firma - Przemysł - Budownictwo przemysłowe
17. Firma - Biuro i Reklama

10. **Konto** – prowadzone dla Użytkownika przez Allegro.pl pod unikalną nazwą (login) konto, będące zbiorem zasobów, w którym gromadzone są dane Użytkownika oraz inne informacje o jego działaniach w ramach Allegro.

11. **Regulamin** – niniejszy Regulamin Programu, dostępny pod adresem: <https://allegro.pl/regulaminy/v8kEkrMRsr>

### **§ 3 Zasady uczestnictwa w Programie**

1. W Programie mogą wziąć udział wszyscy Użytkownicy Allegro, którzy po spełnieniu warunków określonych w niniejszym Regulaminie staną się Uczestnikami.

2. Udział w Programie jest bezpłatny.

3. W celu wzięcia udziału w tej części Programu, Użytkownik musi spełnić łącznie następujące warunki:

a. zarejestrowane konto na Allegro

b. Przystąpić do Programu klikając "Dołącz do Programu" na stronie <https://allegro.pl/strefa/fachowca>

c. Wyrazili zgodę na otrzymywanie informacji handlowych od Allegro.pl

4. Po przystąpieniu do Strefy Fachowca, Uczestnik będzie uprawniony do otrzymania dodatkowych Monet (niezależnych od Monet przypisanych danej ofercie) za zakupy dokonane w Strefie Fachowca.

5. Warunkiem otrzymania dodatkowych Monet, o których mowa w pkt 4 powyżej, jest dokonanie co najmniej 10 osobnych Transakcji w danym cyklu rozliczeniowym, w kategoriach wymienionych w pkt 4 powyżej.

6. Do sumy wartości zakupów, o których mowa w pkt 7 poniżej, zlicza się wszystkie Transakcje dokonane w kategoriach wymienionych w § 2 pkt 9, bez względu na ich wartość, jednakże wyłącznie do kwoty nieprzekraczającej 2000 zł.



7. Ilość Monet, jakie może otrzymać Uczestnik, uzależniona jest od sumy wartości zakupów dokonanych w ramach Transakcji w kategoriach wymienionych w § 2 pkt 9, obejmujących dany cykl rozliczeniowy:

- a. 35 Monet za zakupy z przedziału 2 500,00 zł – 4 999,99 zł
- b. 100 Monet za zakupy z przedziału 5 000,00 zł – 9 999,99 zł
- c. 300 Monet za zakupy z przedziału 10 000,00 zł – 19 999,99 zł
- d. 700 Monet za zakupy z przedziału 20 000,00 zł – 29 999,99 zł
- e. 2000 Monet za zakupy powyżej 30 000,00 zł

8. Cykl rozliczeniowy oznacza miesiąc kalendarzowy.

9. Monety, o których mowa w pkt 7 zostaną automatycznie przyznane Uczestnikowi na jego saldo monetowe, w terminie do 15 dnia kolejnego cyklu rozliczeniowego.

10. Transakcje obejmujące zasady niniejszego Regulaminu, w których dojdzie do zwrotu prowizji (rabatu transakcyjnego) nie będą wliczane do sumy wartości zakupów dokonanych przez Uczestnika w ramach Programu.

11. W cyklu rozliczeniowym, w którym Uczestnik przystąpi do Programu, zliczanie wartości zakupów następuje od chwili przystąpienia Uczestnika do Programu.

12. Zgromadzone Monety Uczestnik może przeznaczyć na zakup Kuponów promocyjnych Allegro. Zasady zakupu Kuponów promocyjnych Allegro reguluje Regulamin Programu Monetowego (<https://allegro.pl/monety/regulamin>)).

13. Organizator może wykluczyć Uczestnika z Programu, jeżeli Uczestnik: a. narusza postanowienia niniejszego Regulaminu lub Regulaminu Allegro, w tym w szczególności nie dokonuje zapłaty za Kupon promocyjny Allegro w określonym terminie, b. narusza przepisy prawa w związku z Programem.

14. W przypadku, gdy Uczestnik podjął jakiegokolwiek działania mające na celu ominięcie zabezpieczeń, mające wpływ na fałszowanie danych, Organizator może usunąć Uczestnika z Programu i zawiesić jego Konto na Allegro.

## **§ 4 Reklamacje**

1. Uczestnik może złożyć reklamację, jeżeli usługi przewidziane w niniejszym Regulaminie nie są realizowane przez Allegro.pl lub są realizowane nienależycie, niezgodnie z postanowieniami Regulaminu.

2. Wszelkie reklamacje związane z korzystaniem z Usługi będą rozpatrywane przez Allegro w ciągu 14 (czternastu) dni od daty złożenia pisemnej reklamacji przez Użytkownika.

3. Reklamacje mogą być składane na piśmie, listownie na adres: 60-166 Poznań, ul. Grunwaldzka 182 lub poprzez formularz kontaktowy dostępny pod adresem: <https://allegro.pl/pomoc/faq/kupuje-kupony-i-monety-xGVZZYrDasx>

## **§ 5 Dane osobowe Uczestników**

1. Allegro.pl jest administratorem danych osobowych Uczestników w związku z oferowaniem w ramach Allegro usług świadczonych w ramach Programu w rozumieniu art. 4 pkt. 7 Rozporządzenia Parlamentu Europejskiego i Rady (UE) 2016/679 z dnia 27 kwietnia 2016 r. w sprawie ochrony osób fizycznych w związku z przetwarzaniem danych osobowych i w sprawie swobodnego przepływu takich danych oraz uchylenia dyrektywy 95/46/WE (ogólne rozporządzenie o ochronie danych) („RODO”).

2. Uczestnik może się zwrócić do Allegro.pl, wykorzystując adres mailowy: [iod@allegro.pl](mailto:iod@allegro.pl), jeżeli ma pytania dotyczące przetwarzania jego danych osobowych przez Allegro.pl.

3. Dane osobowe Uczestników przetwarzane są przez Allegro.pl dla celów udostępnienia i świadczenia usług w ramach Programu, wykonania obowiązków rozliczeniowych i podatkowych związanych z Programem, a także dla celów kontaktowania się z Uczestnikami i w tym w związku ze składanymi przez nich reklamacjami, Allegro.pl przetwarza dane osobowe także dla celów statystycznych, archiwalnych i zapewnienia rozliczalności wykonania obowiązków Allegro.pl wynikających z przepisów prawa.

4. Dane osobowe Uczestników przetwarzane są przez Allegro zgodnie z obowiązującymi przepisami prawa, w szczególności z przepisami RODO.

5. Dane osobowe przetwarzane przez Allegro.pl obejmują: dane adekwatne do typu Konta w Allegro obejmujące: nick (login), nazwiska i imiona, adres zamieszkania lub pobytu, Numer Identyfikacji Podatkowej, numer telefonu, adres e-mail.

6. Dane osobowe Uczestników będą przetwarzane przez Allegro.pl przez okres świadczenia usługi w ramach Programu oraz przez 5 lat po roku dla celów rozliczeniowo - podatkowych. Okres przechowywania danych może zostać odpowiednio wydłużony w przypadku złożenia przez Użytkownika reklamacji, o której mowa w §4, bądź w przypadku wystąpienia roszczeń związanych z udziałem Użytkownika w Programie. Po upływie tych okresów dane osobowe Uczestników zostaną trwale usunięte, z zastrzeżeniem danych osobowych, które będą niezbędne do zapewnienia rozliczalności Allegro.pl z wykonania obowiązków wynikających z przepisów prawa.

7. Dane osobowe Uczestników mogą być udostępniane podmiotom uprawnionym do ich otrzymania na mocy obowiązujących przepisów prawa, w tym właściwym organom wymiaru sprawiedliwości.

8. Allegro zapewnia Uczestnikom realizację uprawnień przysługujących im w odniesieniu do przetwarzanych danych osobowych tj. prawa dostępu do danych, prawa do sprostowania danych, prawa do usunięcia danych („prawa do bycia zapomnianym”), prawa do ograniczenia przetwarzania,

prawa do przenoszenia danych, prawa do sprzeciwu wobec przetwarzania, prawa do niepodlegania zautomatyzowanemu podejmowaniu decyzji, w tym profilowaniu.

9. Uczestnik może wnieść skargę w związku z przetwarzaniem jego danych osobowych przez Allegro do organu nadzorczego, tj. Prezesa Urzędu Ochrony Danych Osobowych, ul. Stawki 2, 00-193, Warszawa.

## **§ 6 Postanowienia końcowe**

1. Niniejszy Regulamin jest dostępny pod adresem: <https://allegro.pl/regulaminy/v8kEkrRMRsr>
2. Allegro.pl zastrzega sobie prawo dokonywania zmian w niniejszym Regulaminie z zastrzeżeniem, że zmiana warunków Regulaminu pozostanie bez wpływu na warunki umów, zawartych przed wejściem w życie tych zmian. Do tych umów stosuje się Regulamin w brzmieniu sprzed zmian. O zmianie Regulaminu, Allegro.pl poinformuje poprzez zamieszczenie informacji na stronie <https://allegro.pl/pomoc/aktualnosci>. Zmiany wchodzi w życie w terminie wskazanym przez Allegro.pl, nie krótszym jednak, niż 14 dni od dnia zamieszczenia informacji na stronie wskazanej w zdaniu poprzednim.
3. Do wszelkich spraw nieuregulowanych w niniejszym Regulaminie będą miały zastosowanie postanowienia Regulaminu Allegro oraz powszechnie obowiązujące przepisy prawa polskiego.
4. W przypadku sprzeczności niniejszego Regulaminu z Regulaminem Allegro, dostępnym na stronie internetowej [www.allegro.pl/regulamin](http://www.allegro.pl/regulamin), zastosowanie znajdują postanowienia niniejszego Regulaminu.
5. Allegro.pl zastrzega sobie możliwość przedłużenia okresu Programu.

## **Usługa Allegro Smart! Warunki dla sprzedających**

**Zapoznaj się z warunkami usługi Allegro Smart! dla sprzedających**

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1. W ramach serwisu Allegro.pl (dalej: „Allegro”) Allegro.pl sp. z o.o. (dalej: „Allegro.pl”) udostępnia Kupującym Usługę Allegro Smart!, która daje im możliwość skorzystania, bez konieczności ponoszenia wskazanej przez Sprzedawcę opłaty, z określonych zgodnie z Regulaminem Allegro Smart! <https://na.allegro.pl/regulamin-allegro-smart>:

- metod dostawy Towarów nabytych w Allegro;

- bezpłatnego zwrotu Towarów zakupionych w ramach Ofert na zasadach określonych w art. III ust. 4 Regulaminu Allegro Smart!.

2. W ramach Usługi Allegro Smart! Oferty Sprzedających będą wyróżnione specjalną ikoną przypisaną do przedmiotowej Usługi, dzięki czemu Oferty te zyskają na atrakcyjności, co z kolei może mieć wpływ na zainteresowanie Kupujących i tym samym powodować zwiększenie sprzedaży.

3. Oznaczenia, o których mowa w pkt. 2 powyżej nie dotyczą Ofert prezentowanych w Allegro przez Apteki ogólnodostępne oraz w Kategoriach, o których mowa w art. 3.3. Regulaminu Allegro.

4. Allegro.pl automatycznie oznaczy Oferty Sprzedających specjalną ikoną usługi Allegro Smart! niezależnie od ich statusu Konta (Zwykłe/Firma), po spełnieniu łącznie warunków:

- ogólnych, o których mowa w pkt. 5 poniżej, odnoszących się do profesjonalnej postawy Sprzedającego w ramach Allegro oraz
- szczegółowych, o których mowa w pkt. 6 poniżej, odnoszących się bezpośrednio do treści Oferty.

5. Usługa Allegro Smart! świadczona jest w ramach metod dostawy wskazanych na stronie <https://allegro.pl/dla-sprzedajacych/allegro-smart-zasady-rozliczen-0K6XkWDOeCP>, pod warunkiem, że zapłata za Transakcję/e nastąpiła za pośrednictwem Usługi Płatności lub w ramach metod dostawy z opcją płatności za pobraniem, określonych w tabeli.

6. Warunki ogólne:

- Posiadanie co najmniej pięciu unikalnych, pozytywnych ocen Transakcji (łapki w górę) z okresu ostatnich 12 miesięcy i wskaźnika poleceń na poziomie co najmniej 98% lub posiadanie konta ze statusem Super Sprzedawca- zgodnie z regulaminem znajdującym się pod adresem <https://allegro.pl/dla-sprzedajacych/super-sprzedawca-regulamin-IDggMwn2OcG>
- Allegro zależy na najwyższej jakości oferowanych usług, w szczególności na wysokim standardzie sprzedaży. Na powyższe składa się nienaganna obsługa Kupujących polegająca głównie na terminowym realizowaniu wysyłki i dostawy przesyłek oraz udzielaniu Kupującym niezbędnej pomocy i wsparcia po dokonaniu zakupu Towaru (np. podczas kontaktu z Kupującym w ramach Dyskusji);
- terminowe regulowanie płatności za usługi świadczone przez Allegro.pl w ramach Allegro, w tym przypadku wyróżnienie Ofert usługą Allegro Smart! stanowi swego rodzaju nagrodę za rzetelne wywiązywanie się z zobowiązań względem klientów i Allegro.pl;
- wszystkie (zarówno dotychczasowe jak i obecne) Oferty prezentowane przez Sprzedających w Allegro odpowiadają zasadom określonym w Regulaminie Allegro - Sprzedający nie otrzymał od Allegro.pl ostrzeżeń, w szczególności dotyczących składania przez niego propozycji dokonania zakupu poza Allegro lub w związku z reklamowaniem produktów i usług, które nie są oferowane w Allegro.

7. Warunki szczegółowe:

- udostępnienie przez Sprzedającego w ramach Oferty co najmniej jednej z metod dostaw Towarów świadczonych przez Dostawców, których lista znajduje się pod linkiem: <https://na.allegro.pl/smart-metody-dostawy>, których koszty dostawy pojedynczej przesyłki nie przekroczą kwoty wskazanej w tabeli znajdującej się pod tym linkiem;
- realizacja Transakcji w sposób określony w treści Oferty w szczególności poprzez dostarczenie Towaru w deklarowanej w Ofercie liczbie przesyłek, zgodnie z deklarowaną przez Sprzedającego metodą dostawy;
- deklarowanie w Ofertach wieloprzedsmiotowych możliwości umieszczania jak największej liczby Towarów w ramach jednej przesyłki oraz wysyłanie Towarów sprzedanych w ramach tych Ofert w sposób wskazany powyżej, chyba że z uwagi na rodzaj Towaru lub treść umowy zawartej z Kupującym jest to niemożliwe lub wiąże się z nadmiernymi trudnościami;
- niepowielanie w ramach danej kategorii publikacji Ofert dotyczących takiego samego Towaru;
- w przypadku metod dostawy Towaru: Paczkomaty, odbiór w punkcie, listy i przesyłki polecone, cena Towaru oferowanego przez Sprzedającego lub suma wartości Towarów zakupionych u danego Sprzedającego w ramach opcji „Kup Teraz” wynosi co najmniej 40 zł, a w przypadku Ofert z opcją Licytacji bez względu na wysokość ceny początkowej Towaru (decyduje końcowa wartość zakupów od jednego Sprzedającego) w kwocie nie mniejszej niż 40 zł. W przypadku metod dostawy: Allegro Paczka w RUCHU, Paczka w RUCHU, Allegro UPS Odbiór w Punkcie, UPS Odbiór w Punkcie Allegro.pl zrefunduje Sprzedającemu koszty przesyłki Towarów w pełnej kwocie. Uwaga! Jeśli Sprzedający udostępnia w ramach oferty metody dostawy i korzysta z Usługi Dostawy na zasadach określonych w Załączniku nr 16 dla metod Allegro Paczkomaty InPost, Allegro Punkty Poczta, Żabka, Orlen, Ruch, Allegro Punkty Poczta pobranie oraz Przesyłka polecona - przesyłkę Allegro Smart! nada w ramach Usługi Dostawy zgodnie z wysokością opłat przewidzianych w Załączniku nr 4, pod warunkiem że dla danego zamówienia prawidłowo przekaże do Dostawcy adres e-mail Kupującego lub nada przesyłkę za pośrednictwem narzędzia Wysyłam z Allegro. Jeśli dla danego zamówienia Sprzedający nie nadaje przesyłki za pośrednictwem Wysyłam z Allegro lub nieprawidłowo przekaże Dostawcy adres e-mail lub nie przekaże go, poniesie cały koszt dostawy;
- w przypadku metod dostawy Towaru: przesyłki kurierskie, cena Towaru oferowanego przez Sprzedającego lub suma wartości Towarów zakupionych u danego Sprzedającego w ramach opcji „Kup Teraz” wynosi co najmniej 100 zł, a w przypadku Ofert z opcją Licytacji bez względu na wysokość ceny początkowej Towaru (decyduje końcowa wartość zakupów od jednego Sprzedającego) w kwocie nie mniejszej niż 100 zł. W przypadku metody dostawy: X-press Couriers Allegro.pl zrefunduje Sprzedającemu koszty przesyłki do wysokości 11 zł., W przypadku metody dostawy Kurier UPS Allegro.pl zrefunduje Sprzedającemu koszty przesyłki do wysokości 8 zł. Uwaga! Jeśli Sprzedający korzysta z Usługi Dostawy na zasadach określonych w Załączniku nr 16, za tę usługę rozlicza się bezpośrednio z Allegro dla następujących metod dostawy: Allegro Kurier DPD, Allegro Kurier DPD pobranie, Allegro Pocztex Kurier 48, Allegro Pocztex Kurier 48 pobranie, Allegro Kurier UPS (do 10 kg). Sprzedający rozliczy się bezpośrednio z Allegro pod warunkiem, że dla danego zamówienia poprawnie przekaże do Dostawcy adres e-mail Kupującego lub podczas nadawania przesyłki skorzysta z Wysyłam z Allegro. Za każdą przesyłkę zapłaci stałą kwotę 3,99 zł. Dla przesyłek od 10 kg do 30 kg dla Allegro UPS Kurier (do 10 kg) za każdą przesyłkę zapłaci stałą kwotę 12,99 zł. Koszty przesyłki widoczne będą w zakładce: Rozliczenia z Allegro. Sprzedający ureguje je w momencie opłacania faktury za

korzystanie z Allegro. Jeśli dla danego zamówienia Sprzedający nie nadaje przesyłki za pośrednictwem Wysyłam z Allegro lub nieprawidłowo przekazuje Dostawcy adres e-mail Kupującego lub nie przekazuje go, poniesie cały koszt dostawy;

- cena Towaru oferowanego przez danego Sprzedającego w ramach Oferty wyróżnionej ikoną usługi Allegro Smart! nie powinna być wyższa od ceny takiego samego Towaru oferowanego przez tego Sprzedającego w ramach jego Oferty niewyróżnionej ikoną usługi Allegro Smart!;
- określenie i realizacja przez Sprzedającego polityki zwrotów Towarów poprzez wypełnienie odpowiedniego formularza dostępnego na stronach Allegro: <https://allegro.pl/afterSalesServiceConditions/returnPolicy/add> i przypisanie ich do swoich ofert - w takim wypadku Allegro.pl udostępni Kupującemu odpowiedni formularz pozwalający zwrócić Towar w ramach Usługi Allegro Smart!. Polityka zwrotów Towarów, o której mowa w zdaniu poprzednim, powinna być zgodna z powszechnie obowiązującymi przepisami prawa. Jednocześnie zwrot środków pieniężnych Kupującemu powinien odbywać za pośrednictwem Operatora Płatności dostępnego w Allegro.

#### **warunki szczególne, które obowiązują od dnia 1 lutego 2019 roku:**

- udostępnienie w danej Ofercie co najmniej dwóch form dostawy Towarów (automaty do paczek, punkty odbioru lub listy polecone) z metod dostaw Towarów świadczonych przez Dostawców, których lista znajduje się pod adresem <https://na.allegro.pl/smart-metody-dostawy>;

#### **lub**

- udostępnienie Allegro.pl numeru przewozowego przesyłki (w „Moim Allegro” bądź w ramach „API Allegro”) dla przynajmniej 50% Transakcji (śledzenie przesyłki).

8. W przypadku rażącego naruszenia zasad wyrażonych w niniejszych Warunkach lub w Regulaminie Allegro, a także, gdy Sprzedający podjął jakiekolwiek działania, które negatywnie wpływają na bezpieczeństwo funkcjonowania Allegro lub szkodzą innym Użytkownikom, bądź mające na celu ominięcie zabezpieczeń stosowanych przez Allegro.pl lub polegające na fałszowaniu danych w ramach usługi Allegro Smart!, Allegro.pl ma prawo nie oznaczać Ofert Sprzedających specjalną ikoną usługi Allegro Smart! lub dokonać zawieszenia Konta Sprzedającego. Postanowienia art. 8.4. Regulaminu Allegro stosuje się odpowiednio.

9. Terminy pisane dużą literą niezdefiniowane w niniejszych Warunkach dla Sprzedających mają znaczenie nadane im w Regulaminie Allegro.

## **Regulamin usługi Allegro Pay**

**Regulamin określa zasady korzystania z usługi Allegro Pay, dzięki której zyskujesz pełną swobodę w robieniu Zakupów na Allegro. Kupujesz dzisiaj, płacisz w swoim rytmie - w ciągu 30 dni lub w ramach miesięcznych Spłat. Te opcje będą dla Ciebie dostępne po aktywacji Allegro Pay. Usługę aktywujesz bez żadnych opłat czy prowizji. Z tego Regulaminu dowiesz się, jak to zrobić.**

**To musisz wiedzieć:**

- **W ramach Allegro Pay przyznamy Ci Twoje Środki, które możesz wykorzystać na Zakupy na Allegro.** Możesz płacić nimi w dowolnym momencie wybierając wygodną dla siebie opcję Spłaty: w ciągu 30 dni lub dzieląc płatność na wygodne miesięczne Spłaty - 3, 5, 10 a nawet 20 Spłat. Każda z tych opcji będzie wymagać zawarcia z Allegro Pay sp. z o.o. odrębnej Umowy Allegro Pay, która zgodnie z przepisami prawa jest kredytem konsumenckim.
- **Aktywacja Allegro Pay jest bezpłatna.** Jeśli nie korzystasz z Twoich Środków, to nic nie płacisz.
- Gdy wydajesz Twoje Środki, ich dostępna kwota maleje. Gdy spłacasz swoje Zakupy, Twoje Środki się zwiększają. W ten sposób **możesz robić Zakupy na Allegro bez angażowania własnych pieniędzy.**
- **Informacje o usłudze Allegro Pay i o Umowach Allegro Pay są dla Ciebie zawsze dostępne w ramach Allegro w Twoim Panelu Allegro Pay.** Znajdziesz go po zalogowaniu się na Allegro w zakładce Moje Allegro. Możesz tam sprawdzić wysokość Twoich Środków na Zakupy z Allegro Pay, a także informacje o zrealizowanych Zakupach i Spłatach w ramach Allegro Pay.
- Z poziomu Twojego Panelu Allegro Pay możesz także wygodnie spłacać swoje Zakupy za pomocą szybkiego przelewu lub BLIK.
- Zakupy z Allegro Pay podlegają standardowym zasadom zwrotów i reklamacji określonym przez Sprzedających w ich Ofertach zgodnie z Regulaminem Serwisu Allegro.
- **W przypadku skorzystania z Allegro Pay, administratorami Twoich danych osobowych będą Allegro.pl** (w celu wykonania umowy o korzystanie z usługi Allegro Pay) **oraz Allegro Pay sp. z o.o.** (w celu weryfikacji Twojej zdolności kredytowej i przyznania Ci Twoich Środków oraz zawarcia z Tobą Umowy Allegro Pay). Allegro.pl i Allegro Pay sp. z o.o. będą przetwarzać Twoje dane osobowe również we własnych celach, wskazanych w § 9 i 10 Regulaminu. **Świadczenie usługi Allegro Pay jest możliwe pod warunkiem, że Twoje dane osobowe, w tym dane o Twoich transakcjach i aktywności na Allegro, będą na bieżąco przekazywane Allegro Pay sp. z o.o. przez Allegro.pl.** W tym zakresie Allegro.pl i Allegro Pay sp. z o.o. współadministrują Twoimi danymi zgodnie z uzgodnieniami, których zasadnicza treść dostępna jest w § 8 Regulaminu.

## § 1. Definicje

1. **Allegro Pay** - usługa Allegro.pl, świadczona drogą elektroniczną na zasadach określonych w Regulaminie.
2. **Allegro** – prowadzona przez Allegro.pl, na zasadach określonych w Regulaminie Serwisu Allegro, platforma handlowa on-line o charakterze otwartym, dostępna w domenie allegro.pl.
3. **Allegro.pl** – My, czyli Allegro.pl sp. z o.o. z siedzibą w Poznaniu, ul. Grunwaldzka 182, 60-166 Poznań, wpisana do Rejestru Przedsiębiorców prowadzonego przez Sąd Rejonowy Poznań – Nowe Miasto i Wilda w Poznaniu, VIII Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS 0000635012, o kapitale zakładowym w wysokości 33.016.950,00 zł, NIP: 5252674798, REGON: 365331553, wpisana do rejestru pośredników kredytowych - Dział II: Rejestr pośredników kredytu konsumenckiego prowadzonego przez Komisję Nadzoru Finansowego pod numerem RPK019293,

współpracująca z Allegro Pay sp. z o.o. oraz udostępniająca funkcjonalności umożliwiające dokonywanie płatności z wykorzystaniem usługi Allegro Pay w ramach Allegro i pośrednicząca w zawieraniu Umów Allegro Pay.

4. **Allegro Pay sp. z o.o.** – Allegro Pay sp. z o.o. z siedzibą w Warszawie, ul. Żurawia 6/12 lok. 766, 00-503 Warszawa, wpisana do Rejestru Przedsiębiorców prowadzonego przez Sąd Rejonowy dla m.st. Warszawy w Warszawie, XII Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS 000085290, o kapitale zakładowym opłaconym w całości w wysokości 5.335.850,00 zł, NIP: 7010629909, REGON: 365792923, wpisana do Rejestru Instytucji Pożyczkowych, prowadzonego przez Komisję Nadzoru Finansowego pod numerem RIP000521.

5. **Formularz Kontaktowy** - funkcjonalność Allegro, za pomocą której możesz komunikować się z nami odnośnie Umowy Allegro Pay, w tym złożyć nam dyspozycję lub reklamację dotyczącą Twojej Umowy. Formularz Kontaktowy dostępny jest pod adresem: <https://allegro.pl/pomoc/kontakt>.

6. **Karta Podarunkowa Allegro** - narzędzie (reprezentowane przez kod numeryczny), uprawniające Użytkownika do nabycia na jego podstawie Towarów oferowanych w Allegro, do maksymalnej kwoty odpowiadającej wartości nominalnej kart, którego regulamin znajduje się pod adresem: <https://allegro.pl/regulaminy/regulamin-kart-podarunkowych-allegro-4GDAbO2OFR>.

7. **Moneta** - wirtualne oznaczenie widoczne w ramach ustawień Konta, przyznanie Uczestnikowi w czasie trwania programu o którym mowa w regulaminie Programu Monetowego.

8. **Oferta** - propozycja zakupu Towaru na Allegro na warunkach określonych przez Sprzedającego, w szczególności zawierających cenę i opis oferowanego Towaru.

9. **Operator Płatności** – firma PayPro S.A. (Przelewy 24) świadcząca usługi płatnicze w rozumieniu ustawy z dnia 19 sierpnia 2011 r. o usługach płatniczych (t.j. Dz. U. z 2020 r. poz. 794), działająca w ramach współpracy z Allegro.pl na zasadach wskazanych w Załączniku nr 7b do Regulaminu Serwisu Allegro.

10. **Panel Allegro Pay** - funkcjonalność Allegro, w której znajdziesz informacje dotyczące usługi Allegro Pay i Twoich Umów Allegro Pay. Panel Allegro Pay znajduje się w zakładce Moje Allegro.

11. **Program Monetowy Allegro** - program utworzony w celu promocji Allegro i świadczonych Allegro usług, którego regulamin znajduje się pod adresem: <https://allegro.pl/regulaminy/regulamin-programu-monetowego-IDk1gVkvxSd>.

12. **Regulamin** - niniejszy Regulamin usługi Allegro Pay.

13. **Regulamin Serwisu Allegro** – regulamin Allegro, dostępny pod adresem: <https://allegro.pl/regulamin/pl>, który akceptujesz aby rozpocząć korzystanie z usług w ramach Allegro.

14. **RODO** - rozporządzenie Parlamentu Europejskiego i Rady (UE) 2016/679 z dnia 27 kwietnia 2016 r. w sprawie ochrony osób fizycznych w związku z przetwarzaniem danych osobowych i w sprawie swobodnego przepływu takich danych oraz uchylenia dyrektywy 95/46/WE (ogólne rozporządzenie o ochronie danych) (Dz. U. UE. L. z 2016 r. Nr 119, str. 1 z późn. zm.).

15. **Splata** - Twoja płatność wynikająca z Umowy Allegro Pay.



16. **Sprzedający** - Użytkownikprzesiębiorca, posiadający aktywny dostęp do usług świadczonych w ramach Allegro, na zasadach określonych w Regulaminie Serwisu Allegro, zbywający Towar w ramach Ofert na Allegro. Termin ten może się odnosić do kilku Sprzedających w ramach jednego Zakupu.

17. **Towar** - rzecz, usługa lub prawo będące przedmiotem Zakupu, w tym także ewentualny koszt jego dostawy.

18. **Twoje Środki** - wysokość środków przyznanych Ci w ramach usługi Allegro Pay, które możesz wykorzystać na Zakupy z Allegro Pay.

19. **Umowa Allegro Pay** - umowa o kredyt konsumencki w rozumieniu art. 3 ust. 1 ustawy z dnia 12 maja 2011 r. o kredycie konsumenckim (t.j. Dz. U. z 2019 r. poz. 1083), zawierana pomiędzy Tobą a Allegro Pay sp. z o.o. w ramach realizacji usługi Allegro Pay.

20. **Usługa Allegro Smart!** - płatna usługa obejmująca możliwość skorzystania, bez konieczności ponoszenia wskazanej przez Sprzedającego opłaty, z metod dostawy Towarów nabytych na Allegro i ich zwrotów, świadczona na zasadach określonych w regulaminie Usługi Allegro Smart!, znajdującym się pod adresem: <https://allegro.pl/regulaminy/regulamin-allegro-smart-jDel3gmrqt1>.

21. **Usługa Allegro Smart! Student** - płatna usługa obejmująca możliwość skorzystania, bez konieczności ponoszenia wskazanej przez Sprzedającego opłaty, z metod dostawy Towarów nabytych na Allegro i ich zwrotów, świadczona na zasadach określonych w regulaminie Usługi Allegro Smart! Student, znajdującym się pod adresem: <https://allegro.pl/regulaminy/regulamin-uslugi-allegro-smart-student-Rd9A252RLlw>

22. **Współadministratorzy** - Allegro.pl i Allegro Pay sp. z o.o. wspólnie ustalający cele i sposoby przetwarzania danych osobowych.

23. **Zakup** – transakcja zakupu jednego lub większej ilości Towarów na Allegro.

Terminy pisane dużą literą niezdefiniowane w niniejszym § 1 mają znaczenie nadane im w Regulaminie Serwisu Allegro.

## **§ 2. Informacje wstępne**

1. Niniejszy Regulamin określa zasady i warunki korzystania z Allegro Pay w ramach płatności dokonywanych na Allegro, w tym także zasady i warunki zawarcia umowy o korzystanie z tej usługi i Umów Allegro Pay.

2. Możliwość korzystania z Allegro Pay jest organizowana przez Allegro.pl we współpracy z Allegro Pay sp. z o.o.

3. Z chwilą akceptacji niniejszego Regulaminu i kliknięcia w przycisk "Aktywuj Allegro Pay" zawierasz umowę z Allegro.pl o korzystanie z usługi Allegro Pay.

4. Usługa Allegro Pay jest świadczona bezpłatnie. Oznacza to, że aktywujesz ją bezpłatnie i jeśli z niej nie korzystasz - nie ponosisz żadnych kosztów.

5. W ramach Allegro Pay, na zasadach określonych w Regulaminie:

1) udostępniemy Twoje Środki, które możesz wykorzystać na Zakupy z Allegro Pay; Zakup z Allegro Pay wiąże się z zawarciem Umowy Allegro Pay z Allegro Pay sp. z o.o., co jest równoznaczne z udzieleniem Ci kredytu konsumenckiego w wysokości wartości Twojego Zakupu. Kwotę z zawartej Umowy Allegro Pay, Allegro Pay sp. z o.o. prześle Sprzedającemu w celu pokrycia wartości Zakupu w zamian za Twoje zobowiązanie do dokonania Spłaty zgodnie z postanowieniami Umowy Allegro Pay;

2) udostępniemy Ci Panel Allegro Pay, w którym będziemy przekazywać Ci informacje dotyczące Allegro Pay oraz Twoich zawartych Umów Allegro Pay.

6. W ramach Allegro Pay, Allegro Pay sp. z o.o.:

1) dokona analizy dotyczącej przyznania i wysokości Twoich Środków;

2) może zaoferować Ci Allegro Pay jako metodę płatności za Twoje Zakupy;

w Panelu Allegro Pay będzie Ci przekazywać informacje o Twoich Umowach Allegro Pay oraz umożliwi ich Spłatę.

7. W celu wykonania usługi Allegro Pay, w tym zawarcia i wykonania Umowy Allegro Pay, Allegro.pl będzie na bieżąco przekazywać do Allegro Pay sp. z o.o. Twoje dane z Konta oraz dane o transakcjach i aktywnościach na Allegro. W tym celu Allegro Pay sp. z o.o. będzie wykorzystywać dane z Konta oraz dane, które podałeś podczas aktywacji usługi Allegro Pay. W przypadku, gdy na potrzeby oceny Twojej zdolności kredytowej niezbędne jest pozyskanie informacji z zewnętrznych baz danych i wskazanie kwoty finansowania, przyjmujemy, że wnioskowana przez Ciebie kwota środków na Zakup to 500 zł.

8. Usługa Allegro Pay jest przeznaczona wyłącznie dla konsumentów.

### **§ 3. Oferty objęte usługą Allegro Pay**

1. Płatność za pomocą Allegro Pay jest dostępna dla Zakupów obejmujących Towary pochodzące z Ofert publikowanych na Allegro, których wartość wraz z kosztami dostawy mieści się w przedziale od 40 (czterdzieści) zł do 4.200 (cztery tysiące dwieście) zł.

2. Z Allegro Pay nie skorzystasz:

1) w ramach Ofert, których wykaz znajduje się na stronie <https://allegro.pl/pomoc/arttykul/MMWO6jr04Sg>;

2) w ramach Ofert, dla których przesyłka elektroniczna jest jednym z dostępnych sposobów dostawy;

3) w przypadku, gdy wybrałeś dostawę elektroniczną, płatność za pobraniem lub zakupiłeś ubezpieczenie.

3. Możliwość skorzystania z Allegro Pay będzie dostępna w ramach Ofert, o których mowa w § 3 ust. 1 Regulaminu, udostępnianych przez Sprzedających wybranych przez Allegro.pl i spełniających między innymi poniższe warunki:

1. posiadających aktywne Konto Firma lub Zwykłe, z wyłączeniem Konta Junior, na Allegro;
2. posiadających działalność gospodarczą zarejestrowaną w kraju należącym do Europejskiego Obszaru Gospodarczego - w przypadku Użytkowników posiadających Konto Firma;
3. na których nie zostały nałożone ograniczenia funkcjonalności, o których mowa w art. 2.13 i 8.4 Regulaminu Serwisu Allegro.

4. Sprzedający, aby otrzymać kwotę należną za Twój Zakup, powinien zawrzeć Umowę z Operatorem Płatności i aktywować Usługę Przelewy24, zgodnie z Załącznikiem 7b do Regulaminu Serwisu Allegro. W innym przypadku Umowa Allegro Pay zostanie rozwiązana.

5. W ramach Allegro Pay nie możesz skorzystać:

1) z Monet przyznawanych w ramach Programu Monetowego Allegro, którego zasady są uregulowane w regulaminie Programu Monetowego opublikowanego na stronie <https://allegro.pl/regulaminy/regulamin-programu-monetowego-IDk1gVkvSd>;

2) z Kart Podarunkowych Allegro, zasady korzystania z których są uregulowane w regulaminie Kart Podarunkowych Allegro opublikowanego na stronie <https://allegro.pl/regulaminy/regulamin-kart-podarunkowych-serwisu-allegro-4GDAbO2OFR>;

6. Z usługi Allegro Pay nie skorzystasz w ramach Transakcji dokonywanych w ramach:

- 1) Allegro Lokalnie;
- 2) Ofert Charytatywnych.

#### **§ 4. Warunki aktywacji Allegro Pay**

1. Usługę Allegro Pay możesz aktywować, jeśli dokonamy pozytywnej weryfikacji Twojej aktywności na Allegro i spełniasz poniższe warunki:

- 1) jesteś osobą pełnoletnią;
- 2) nie skończyłeś 75 roku życia;
- 3) posiadasz pełną zdolność do czynności prawnych;
- 4) posiadasz adres poczty elektronicznej, który nie jest adresem tymczasowym i jest używany w ramach Allegro oraz przypisany do Twojego Konta;
- 5) posiadasz aktywny numer telefoniczny w sieci komórkowej polskiego operatora używany w ramach Allegro i przypisany do Twojego Konta;
- 6) legitymujesz się ważnym dowodem osobistym Rzeczypospolitej Polskiej;
- 7) posiadasz aktywne Konto Zwykłe na Allegro i zalogujesz się na nie;

8) Twój adres zamieszkania zapisany w Koncie Allegro znajduje się na terenie Polski;

9) nie wyraziłeś sprzeciwu na profilowanie Twoich danych osobowych przez Allegro.pl;

10) udzielisz wymaganych zgód na pozyskanie informacji z zewnętrznych baz danych na potrzeby oceny zdolności kredytowej i analizy ryzyka kredytowego oraz możliwości weryfikacji prawidłowości wykonania tej oceny, jeżeli zostaniesz o nie poproszony;

11) podasz nam wszystkie wymagane dane do aktywacji Allegro Pay i zawarcia Umowy Allegro Pay;

12) Allegro Pay sp. z o.o. pozytywnie oceni Twój potencjał kredytowy;

13) zaakceptujesz Regulamin;

14) potwierdzisz aktywację Allegro Pay kodem wysłanym Ci w SMSem.

2. Jeśli Twoje Konto na Allegro jest objęte sankcjami wynikającymi z Regulaminu Serwisu Allegro takimi jak: czasowe ograniczenie dostępu do poszczególnych usług świadczonych w ramach Allegro, zawieszenie na czas określony lub nieokreślony, lub jeśli zalegasz ze Spłatami, usługa Allegro Pay nie będzie dla Ciebie dostępna.

3. Allegro.pl może wykluczyć lub limitować dostępność usługi Allegro Pay w ramach Ofert lub Zakupu w przypadku, gdy:

1) podałeś nieprawdziwe dane;

2) Zakup wiąże się z ryzykiem naruszenia prawa;

3) nie dokonałeś co najmniej jednej Spłaty po realizacji dwóch pierwszych Zakupów z Allegro Pay;

4) spóźniłeś się ze Spłatą wynikającą z zawartej Umowy Allegro Pay;

5) naruszyłeś niniejszy Regulamin lub Regulamin Serwisu Allegro;

6) dostarczasz treści niezgodne z obowiązującymi przepisami prawa;

7) w inny sposób naruszasz przepisy prawa.

4. Jeśli posiadasz więcej niż jedno Konto na Allegro, Allegro Pay będzie udostępniane na tym Koncie, na którym aktywowałeś tę usługę.

5. Niezwłocznie po aktywacji usługi, Allegro Pay sp. z o.o. dokona pierwszej kalkulacji Twoich Środków. Kolejne kalkulacje będą dokonywane automatycznie i na bieżąco w czasie korzystania z Allegro Pay oraz z Konta na Allegro. W wyniku kolejnych kalkulacji Twoje Środki mogą być zwiększone lub zmniejszone. Informację o kwocie Twoich Środków otrzymasz w formie komunikatu wyświetlanego na Allegro oraz w Panelu Allegro Pay.

6. Kalkulacja Twoich Środków, o której mowa w ust. 5, dokonywana jest w oparciu o:

1) dane gromadzone przez Allegro.pl na Twoim Koncie Allegro, w tym dane dotyczące historii Zakupów i Twoich aktywności związanych z korzystaniem z Allegro;

2) Twoją historię korzystania z Allegro Pay i Umów Allegro Pay;

3) dane pozyskane ze źródeł zewnętrznych, np. takich jak Biura Informacji Gospodarczej.

7. W przypadku, gdy Twoje Środki wystarczą na pokrycie Zakupu, Allegro udostępni Ci możliwość zawarcia Umowy Allegro Pay.

8. Po zawarciu Umowy Allegro Pay, Twoje Środki zmniejszą się o kwotę, na jaką dokonałeś Zakupu, oraz będą się odpowiednio zwiększać przy każdej Spłacie o kwotę odpowiadającą spłaconemu kapitałowi Umowy Allegro Pay.

9. W przypadku, gdy sprawdzenie Twoich danych zakończy się wynikiem negatywnym, nie będziesz miał możliwości zawarcia Umowy Allegro Pay. Może to nastąpić w przypadku:

1) podania przez Ciebie nieprawdziwych danych osobowych;

2) braku możliwości potwierdzenia przez Allegro Pay sp. z o.o. poprawności Twoich danych;

3) gdy w ocenie Allegro Pay sp. z o.o. nie posiadasz zdolności lub wiarygodności kredytowej.

10. Twoje Środki mogą być wykorzystane wyłącznie na cel Zakupu na Allegro, zgodnie z zasadami określonymi w Regulaminie. W szczególności nie możesz żądać ich wypłaty w gotówce lub przelewu na Twój rachunek bankowy.

11. Prezentacja Twoich Środków nie stanowi oferty zawarcia Umowy Allegro Pay w rozumieniu kodeksu cywilnego, a jest jedynie zaproszeniem do jej zawarcia.

12. W początkowym etapie udostępniania Allegro Pay będziemy testować tę usługę, dlatego może być ona dedykowana dla ograniczonej liczby Użytkowników. Planujemy sukcesywnie zwiększać jej dostępność i poinformujemy Cię o zakończeniu etapu testowego, publikując tę informację na Allegro lub przysyłając ją do Ciebie e-mailem lub SMSem.

## **§ 5. Warunki zawierania Umów Allegro Pay w ramach usługi Allegro Pay**

1. Zakupu z Allegro Pay możesz dokonać, jeżeli:

1) posiadasz aktywną usługę Allegro Pay;

2) wartość Twojego Zakupu mieści się w przedziale 40 (czterdzieści) zł - 4.200 (cztery tysiące dwieście) zł, a Twoje Środki są wystarczające na zapłacenie za dany Zakup;

3) nie zaszły okoliczności wskazane w Regulaminie, uniemożliwiające skorzystanie z Oferty w ramach Allegro Pay i Umowy Allegro Pay ani inne usterki, błędy, awarie, przerwy techniczne itp., które uniemożliwiają zawarcie Umowy Allegro Pay;

4) dokonujesz zakupu jako konsument;

5) w ocenie Allegro Pay sp. z o.o. posiadasz zdolność i wiarygodność kredytową.

2. Umowę Allegro Pay możesz zawrzeć zarówno w przypadku Zakupu dokonywanego za pomocą Licytacji, opcji "Kup Teraz", jak również poprzez dodanie Ofert do „koszyka”, w tym także od wielu Sprzedających.

3. W ramach Allegro Pay, po wybraniu Allegro Pay jako metody płatności za Twój Zakup, będziesz mógł:

1) wybrać spłatę w ciągu 30 dni, jeżeli wartość Twojego Zakupu mieści się w przedziale 40 (czterdzieści) zł - 1.000 (jeden tysiąc) zł;

2) podzielić płatność na 3, 5, 10 lub 20 miesięcznych Spłat, jeżeli wartość Twojego Zakupu mieści się w przedziale 500 (pięćset) zł - 4.200 (cztery tysiące dwieście) zł, z zastrzeżeniem, że w ramach testów może zostać w niektórych przypadkach udostępniona możliwość podzielenia płatności na miesięczne Spłaty również gdy wartość koszyka będzie niższa niż 500 (pięćset) zł.

4. Opcja podzielenia płatności na 3 miesięczne Spłaty jest dostępna wyłącznie, jeżeli jesteś subskrybentem Usługi Allegro Smart!, Usługi Allegro Smart! Student lub jeżeli Usługa Allegro Smart! jest przedmiotem Zakupu z Allegro Pay.

5. Na podstawie odrębnych regulaminów promocji może zostać zaoferowane Ci skorzystanie z innych opcji Spłat niż wskazane w ust. 3-4.

6. Po pierwszym wybraniu opcji Spłaty z Allegro Pay, o której mowa w ust. 3, otrzymasz e-mailem formularz informacyjny zawierający szczegóły Twojej Umowy Allegro Pay oraz formularze informacyjne zawierające szczegóły pozostałych dostępnych opcji Spłat tak byś mógł je porównać, a wzór Twojej Umowy Allegro Pay znajdziesz na stronie "Podsumowania" (w aplikacji mobilnej) lub w podsumowaniu na ekranie "Dostawa i Płatność" (w przeglądarce internetowej).

7. Klikając "Kupuję z Allegro Pay" oświadczasz, że zawierasz Umowę Allegro Pay na warunkach określonych w formularzu informacyjnym, zgodnie z ostatnią wybraną opcją Spłaty.

8. W celu zapewnienia bezpieczeństwa Zakupu możemy poprosić Cię o potwierdzenie Twojej tożsamości kodem SMS. Wtedy potwierdzimy Twój Zakup oraz wykonamy bezgotówkowy przelew kwoty należnej Sprzedającemu. Z chwilą otrzymania od nas potwierdzenia wykonania tego przelewu Umowa Allegro Pay zostanie zawarta. Na swoją skrzynkę poczty e-mail otrzymasz treść zawartej Umowy Allegro Pay wraz z harmonogramem Spłat.

## **§ 6. Panel Allegro Pay**

1. W swoim Panelu Allegro Pay znajdziesz między innymi:

1) informacje związane z usługą Allegro Pay, takie jak:

- a. wysokość Twoich Środków,
- b. obecnie dostępna wysokość Twoich Środków,
- c. historia Zakupów z Allegro Pay;

2) informacje związane z zawartymi Umowami Allegro Pay, takie jak:

- a. aktualne saldo,

- b. dokonane i przyszłe Spłaty,
- c. zaległości,
- d. dokumenty w postaci Umowy Allegro Pay,
- e. harmonogram Spłat.

2. W Panelu Allegro Pay będziesz mógł dokonać Spłaty za pomocą szybkiego przelewu lub BLIK.

## **§ 7. Zasady zwrotów Towarów zakupionych z Allegro Pay**

1. Do Zakupów z Allegro Pay stosuje się standardowe zasady zwrotów i reklamacji, zgodnie z Regulaminem Serwisu Allegro. Jeśli zdecydujesz się na zwrot lub anulowanie Zakupu objętego Umową Allegro Pay środki, które Allegro Pay sp. z o.o. otrzyma od Sprzedającego za pośrednictwem Allegro, zostaną zaliczone na poczet wcześniejszej Spłaty Twojej umowy, chyba że złożysz odrębną dyspozycję.

2. Na zwrot środków od Sprzedającego Allegro Pay sp. z o.o. czeka 30 dni w przypadku, gdy wybrałeś opcję Spłaty w ciągu 30 dni lub 1 miesiąc, w przypadku pozostałych opcji Spłat. Jeżeli środki nie wpłyną do Allegro Pay sp. z o.o. w tym czasie, będziesz zobowiązany do Spłaty Twojej Umowy Allegro Pay samodzielnie.

3. W przypadku, gdy kwota pochodząca ze zwrotu lub kwota, którą wpłacisz samodzielnie w celu Spłaty Twojej Umowy Allegro Pay, będzie wyższa niż kwota Spłaty, nadpłaconą kwotę Allegro Pay sp. z o.o. zwróci Ci przelewem na rachunek bankowy, z którego dokonałeś Spłaty, a gdyby nie było to możliwe skontaktuje się z Tobą w celu ustalenia sposobu zwrotu środków, a jeżeli będzie to niemożliwe wykorzysta te nadpłaty do rozliczenia przyszłych Umów Allegro Pay. Podany przez Ciebie numer rachunku bankowego Allegro Pay będzie przechowywać w celu rozliczania przyszłych nadpłat.

## **§ 8. Twoje dane osobowe w ramach Allegro Pay. Zasadnicza treść uzgodnień Współadministratorów**

1. Świadczenie usługi Allegro Pay wiąże się z przetwarzaniem Twoich danych osobowych przez Allegro.pl oraz Allegro Pay sp. z o.o. W odniesieniu do wybranych czynności przetwarzania Twoich danych osobowych dochodzi do współadministrowania danymi osobowymi przez Allegro.pl i Allegro Pay sp. z o.o. zgodnie z art. 26 RODO. W związku z tym, Allegro.pl i Allegro Pay sp. z o.o., w celu wykonania obowiązku nałożonego na Współadministratorów, zawarły umowę o współadministrowaniu danymi osobowymi, w której wspólnie i w porozumieniu uzgodniły odpowiednie role oraz zakresy odpowiedzialności za wypełnianie poszczególnych obowiązków w zakresie ochrony i przetwarzania Twoich danych osobowych.

2. Allegro.pl i Allegro Pay sp. z o.o. w ramach uzgodnień ustaliły, że do czynności objętych współadministrowaniem należy przekazywanie przez Allegro.pl do Allegro Pay sp. z o.o. Twoich danych osobowych w związku z procesem zawierania oraz wykonania umowy o korzystanie z usługi Allegro Pay. Przekazywanie danych następuje na bieżąco od momentu złożenia wniosku o zawarcie umowy o korzystanie z usługi Allegro Pay oraz przez cały okres jej obowiązywania i obejmuje Twoje dane osobowe gromadzone przez Allegro.pl przez stronę www. i urządzenia mobilne, dane gromadzone poprzez technologię opartą o fingerprinting cyfrowy, dane o Twoich transakcjach oraz o Twoich aktywnościach na Allegro, w tym dane konta i dane profilowe. Więcej na ten

temat przeczytasz w Polityce ochrony prywatności Allegro.pl, znajdującej się pod adresem: <https://allegro.pl/regulamin/pl/zalacznik-5>. Podstawą prawną przetwarzania danych przez Współadministratorów jest ich prawnie uzasadniony interes (art. 6 ust. 1 lit. f) RODO) związany z możliwością zawarcia z Tobą i prawidłowego wykonania umowy o korzystanie z usługi Allegro Pay.

3. W odniesieniu do czynności, które są współadministrowane przez Allegro.pl i Allegro Pay sp. z o.o. przysługuje Tobie prawo: dostępu do treści danych oraz żądania ich sprostowania, usunięcia, ograniczenia przetwarzania, prawo do przenoszenia danych oraz prawo wniesienia sprzeciwu względem przetwarzania danych, a także prawo wniesienia skargi do organu nadzorczego, zajmującego się ochroną danych osobowych.

4. Posiadasz prawo zgłoszenia sprzeciwu względem przetwarzania danych osobowych przez Współadministratorów z przyczyn związanych z Twoją szczególną sytuacją. Złożenie skutecznego sprzeciwu uniemożliwi jednak wykonywanie umowy o korzystanie z usługi Allegro Pay.

5. Współadministratorzy zgodnie z art. 26 ust. 1 RODO wyznaczają punkt kontaktowy, do którego możesz się zwracać z każdą sprawą związaną z przetwarzaniem Twoich danych osobowych przez Współadministratorów. Punktem kontaktowym jest Allegro.pl, a kontakt jest możliwy pod adresem: [iod@allegro.pl](mailto:iod@allegro.pl) lub za pośrednictwem Formularza Kontaktowego. Niezależnie od powyższego, możesz jednak dochodzić swoich praw wynikających z RODO zgodnie z art. 26 ust. 3 RODO, wobec którejkolwiek ze stron wspólnie odpowiedzialnych za czynność przetwarzania Twoich danych osobowych objętych współadministrowaniem.

## **§ 9. Twoje dane osobowe w ramach Allegro Pay. Czynności administrowane przez Allegro.pl**

1. W związku ze świadczeniem usługi Allegro Pay, Allegro.pl przetwarza Twoje dane osobowe jako niezależny administrator danych w odniesieniu do następujących czynności:

1) zbieranie Twoich danych osobowych w zakresie niezbędnym do świadczenia usług w Allegro (proces rejestracji i obsługi Twojego konta oraz transakcji realizowanych z wykorzystaniem Twojego konta). Podstawą prawną przetwarzania Twoich danych osobowych w tym zakresie jest niezbędność do zawarcia i wykonania umowy z Allegro.pl (art. 6 ust. 1 lit. b) RODO);

2) zbieranie Twoich danych osobowych w zakresie plików cookie jakich używa strona allegro.pl, w tym proces związany ze stosowaniem technologii fingerprintingu. Podstawą prawną przetwarzania Twoich danych osobowych w tym zakresie jest niezbędność do wykonania umowy zgodnie z wymogami świadczenia usług internetowej platformy handlowej przez dostawcę usługi cyfrowej (art. 6 ust. 1 lit. b) RODO);

3) przetwarzanie Twoich danych osobowych w związku z typowaniem Użytkowników, którym zostanie przedstawiona możliwość wnioskowania o skorzystanie z usługi Allegro Pay. Podstawą prawną przetwarzania jest uzasadniony interes Allegro.pl (art. 6 ust. 1 lit. f) RODO) polegający na poprawianiu jakości świadczonych usług Twoją rzeczą;

4) przetwarzanie Twoich danych osobowych gromadzonych na etapie onboarding, tj. w związku z akceptacją Regulaminu i dyspozycją aktywacji tej usługi - proces nie obejmuje zbierania danych osobowych za pośrednictwem wniosku w imieniu Allegro Pay sp. z o.o. oraz przeprowadzania scoringu realizowanego na potrzeby przyznania Twoich Środków przez Allegro Pay sp. z o.o.



Podstawą prawną przetwarzania Twoich danych osobowych w tym zakresie jest niezbędność do zawarcia i wykonania umowy o korzystanie z usługi Allegro Pay (art. 6 ust. 1 lit. b) RODO);

5) przechowywanie Twoich danych osobowych, w związku z zawarciem umowy o korzystanie z usługi Allegro Pay. Podstawą prawną przetwarzania Twoich danych osobowych w tym zakresie jest niezbędność do zawarcia i wykonania umowy o świadczenie usługi Allegro Pay (art. 6 ust. 1 lit. b) RODO);

6) przetwarzanie Twoich danych osobowych w celu dochodzenia roszczeń lub obrony przed nimi w związku z zawarciem i wykonywaniem umowy o korzystanie z usługi Allegro Pay. Podstawą prawną przetwarzania jest uzasadniony interes Allegro.pl (art. 6 ust. 1 lit. f) RODO), polegający na obronie swoich interesów gospodarczych;

7) przetwarzanie Twoich danych osobowych w związku z zapobieganiem wyłudzeniom i oszustwom w związku z korzystaniem z Allegro Pay. Podstawą prawną przetwarzania jest uzasadniony interes Allegro.pl (art. 6 ust. 1 lit. f) RODO), polegający na obronie swoich interesów gospodarczych.

2. W związku z realizacją czynności przetwarzania Twoje dane osobowe będą ujawniane zewnętrznym dostawcom usług IT, usług przechowywania danych oraz usług analitycznych.

3. W odniesieniu do czynności, które są administrowane przez Allegro.pl, przysługuje Tobie prawo: dostępu do treści danych oraz żądania ich sprostowania, usunięcia, ograniczenia przetwarzania, prawo do przenoszenia danych oraz prawo wniesienia sprzeciwu względem przetwarzania danych, a także prawo wniesienia skargi do organu nadzorczego zajmującego się ochroną danych osobowych.

4. Posiadasz prawo zgłoszenia sprzeciwu względem przetwarzania Twoich danych osobowych przez Allegro.pl z przyczyn związanych ze szczególną sytuacją.

5. Dane osobowe przetwarzane są przez Allegro.pl przez czas świadczenia usługi na podstawie umowy o korzystanie z usługi Allegro Pay lub zgłoszenia skutecznego sprzeciwu względem przetwarzania danych w przypadkach, gdy podstawą prawną przetwarzania danych jest uzasadniony interes Allegro.pl. Okres przetwarzania danych może być przedłużony w przypadku, gdy przetwarzanie jest niezbędne do ustalenia i dochodzenia ewentualnych roszczeń lub obrony przed nimi, a po tym czasie jedynie w przypadku i w zakresie, w jakim będą wymagać tego przepisy prawa. Po upływie okresu przetwarzania dane są nieodwracalnie usuwane lub anonimizowane.

6. Kontakt z Allegro.pl jest możliwy pod adresem [iod@allegro.pl](mailto:iod@allegro.pl) lub za pośrednictwem Formularza Kontaktowego. Więcej informacji o przetwarzaniu Twoich danych osobowych przez Allegro.pl, w tym o przetwarzaniu ich w celach marketingowych i analitycznych, znajduje się w Polityce ochrony prywatności Allegro.pl pod adresem: <https://allegro.pl/regulamin/pl/zalacznik-5>.

## **§ 10. Twoje dane osobowe w ramach Allegro Pay. Czynności administrowane przez Allegro Pay sp. z o.o.**

1. W związku ze świadczeniem usługi Allegro Pay, Allegro Pay sp. z o.o. przetwarza Twoje dane osobowe jako niezależny administrator danych w odniesieniu do następujących czynności:

1) przetwarzanie Twoich danych osobowych gromadzonych na etapie onboarding (wniosek o zawarcie umowy o korzystanie z usługi Allegro Pay) - są to czynności dokonywane przez Ciebie, a zmierzające do zawarcia Umowy Allegro Pay. Podstawą prawną przetwarzania Twoich danych osobowych w tym zakresie jest niezbędność do zawarcia i wykonania umowy o świadczenie usługi Allegro Pay (art. 6 ust. 1 lit. b) RODO);

2) przetwarzanie Twoich danych osobowych w związku z zawarciem i obsługą Umów Allegro Pay. Podstawą prawną przetwarzania Twoich danych osobowych w tym zakresie jest niezbędność do zawarcia i wykonania umowy o korzystanie z usługi Allegro Pay (art. 6 ust. 1 lit. b) RODO);

3) pozyskiwanie Twoich danych osobowych z zewnętrznych źródeł – rejestrów kredytowych, np. Biur Informacji Gospodarczej – w celu wykorzystania ich do oceny zdolności kredytowej i oceny ryzyka kredytowego (w tym identyfikacja i weryfikacja Twojej tożsamości). Podstawą prawną przetwarzania Twoich danych osobowych w tym zakresie jest Twoja zgoda (art. 6 ust. 1 lit. a) RODO);

4) przetwarzanie Twoich danych osobowych w celu weryfikacji zdolności kredytowej związanej z przyznaniem Ci Twoich Środków oraz z zawarciem z Tobą Umowy Allegro Pay. Podstawą prawną przetwarzania Twoich danych osobowych w tym zakresie jest wypełnienie obowiązku prawnego ciążącego na administratorze (art. 6 ust. 1 lit. c) RODO);

5) przetwarzanie Twoich danych osobowych w celu dokonywania oceny ryzyka kredytowego związanego z przyznaniem Twoich Środków oraz z zawarciem z Tobą Umowy Allegro Pay (w tym identyfikacja i weryfikacja Twojej tożsamości). Podstawą prawną przetwarzania Twoich danych osobowych w tym zakresie jest niezbędność do zawarcia i wykonania umowy o korzystanie z usługi Allegro Pay (art. 6 ust. 1 lit. b) RODO);

6) przetwarzanie Twoich danych dla celów podatkowych i rachunkowych. Podstawą prawną przetwarzania Twoich danych osobowych w tym zakresie jest wypełnienie obowiązku prawnego ciążącego na administratorze (art. 6 ust. 1 lit. c) RODO);

7) przetwarzanie Twoich danych osobowych w celu ustalania kryteriów służących do dokonywania kwalifikacji (prescoringu) przez Allegro.pl (przekazywane do Allegro.pl informacje mają charakter zagregowany). Podstawą prawną przetwarzania jest uzasadniony interes Allegro Pay sp. z o.o. (art. 6 ust. 1 lit. f) RODO), polegający na doskonaleniu usług własnych;

8) przetwarzanie Twoich danych osobowych w celu doskonalenia algorytmów służących do weryfikacji zdolności kredytowej oraz dokonywania oceny ryzyka kredytowego. Podstawą prawną przetwarzania jest uzasadniony interes Allegro Pay sp. z o.o. (art. 6 ust. 1 lit. f) RODO), polegający na rozwijaniu narzędzi służących do oceny zdolności kredytowej i ryzyka kredytowego;

9) profilowanie Twoich danych (skłonności, rekomendowane produkty, itp.) w celu kierowania do Ciebie spersonalizowanych komunikatów i treści marketingowych. Podstawą prawną przetwarzania jest uzasadniony interes Allegro Pay sp. z o.o. (art. 6 ust. 1 lit. f) RODO), polegający na prowadzeniu marketingu bezpośredniego własnych usług;

10) przetwarzanie Twoich danych osobowych w celu dochodzenia roszczeń lub obrony przed nimi w związku z zawarciem i wykonywaniem Umowy Allegro Pay. Podstawą prawną przetwarzania jest uzasadniony interes Allegro Pay sp. z o.o. (art. 6 ust. 1 lit. f) RODO), polegający na obronie swoich interesów gospodarczych;

11) przetwarzanie Twoich danych osobowych w związku z zapobieganiem wyłudzeniom i oszustwom. Podstawą prawną przetwarzania jest uzasadniony interes Allegro Pay sp. z o.o. (art. 6 ust. 1 lit. f) RODO), polegający na obronie swoich interesów gospodarczych;

12) przetwarzanie danych osobowych w celu identyfikacji i oceny ryzyka związanego z praniem pieniędzy i finansowaniem terroryzmu oraz w celu przeciwdziałania praniu pieniędzy i finansowaniu terroryzmu. Podstawą prawną przetwarzania Twoich danych osobowych tym zakresie jest wypełnienie obowiązku prawnego ciążącego na administratorze (art. 6 ust. 1 lit. c) RODO).

2. Odbiorcą Twoich danych osobowych przetwarzanych w związku z zawarciem Umowy Allegro Pay jest Allegro.pl, która przetwarza Twoje dane osobowe na zlecenie Allegro Pay sp. z o.o., jako pośrednik kredytowy. W związku z realizacją czynności przetwarzania Twoje dane osobowe będą także ujawniane zewnętrznym dostawcom przechowywania danych, usług analitycznych, usług windykacyjnych, usług IT.

3. W odniesieniu do czynności, które są administrowane przez Allegro Pay sp. z o.o. przysługuje Tobie prawo: dostępu do treści danych oraz żądania ich sprostowania, usunięcia, ograniczenia przetwarzania, prawo do przenoszenia danych oraz prawo wniesienia sprzeciwu względem przetwarzania danych, a także prawo wniesienia skargi do organu nadzorczego zajmującego się ochroną danych osobowych.

4. Twoje dane osobowe będą przetwarzane w sposób zautomatyzowany (w tym w formie profilowania) w celu ustalenia Twojej zdolności kredytowej i przeprowadzenia oceny ryzyka kredytowego, żeby zdecydować, czy i w jakiej wysokości przyznać Ci Twoje Środki oraz umożliwić Tobie zawarcie Umowy Allegro Pay. W przypadku otrzymania decyzji wydanej w oparciu o zautomatyzowane podejmowanie decyzji, w tym profilowanie, przysługują Ci następujące prawa: prawo do otrzymania stosownych wyjaśnień co do podstaw podjętej decyzji; prawo do uzyskania interwencji ludzkiej w celu podjęcia ponownej decyzji oraz do prawo wyrażenia własnego stanowiska.

5. Posiadasz prawo zgłoszenia sprzeciwu względem przetwarzania Twoich danych osobowych dla celów marketingowych, jeśli przetwarzanie odbywa się w związku z uzasadnionym interesem Administratora. Przysługuje Tobie prawo zgłoszenia sprzeciwu względem przetwarzania Twoich danych osobowych z przyczyn związanych ze szczególną sytuacją – w innych przypadkach, gdy podstawą prawną przetwarzania danych jest uzasadniony interes.

6. Dane osobowe przetwarzane są przez Allegro Pay sp. z o.o. przez czas świadczenia usługi na podstawie umowy o korzystanie z Allegro Pay, do czasu wycofania wyrażonej zgody lub zgłoszenia skutecznego sprzeciwu względem przetwarzania danych w przypadkach, gdy podstawą prawną przetwarzania danych jest uzasadniony interes. Okres przetwarzania danych może być przedłużony w przypadku, gdy przetwarzanie jest niezbędne do ustalenia i dochodzenia ewentualnych roszczeń lub obrony przed nimi, a po tym czasie jedynie w przypadku i w zakresie, w jakim będą wymagać tego przepisy prawa. Po upływie okresu przetwarzania dane są nieodwracalnie usuwane lub anonimizowane.

7. Kontakt z Allegro Pay sp. z o.o. jest możliwy pod adresem [iod@allegropay.pl](mailto:iod@allegropay.pl). Więcej informacji o przetwarzaniu Twoich danych osobowych przez Allegro Pay sp. z o.o., w tym o przetwarzaniu Twoich danych osobowych w celach marketingowych i analitycznych, znajduje się w Polityce ochrony prywatności Allegro Pay sp. z o.o. pod adresem: <https://allegro.pl/regulaminy/polityka-prywatnosci-allegro-pay-68z4v65ewfL>.

## § 11. Reklamacje

1. Reklamacje usług Allegro.pl innych niż pośrednictwo kredytowe (np. awaria Panelu Allegro Pay) rozpatrywane są na zasadach określonych w Regulaminie Serwisu Allegro, zaś reklamacje usług pośrednictwa na podstawie ustępów 2-7 poniżej.

2. W każdej sytuacji jeżeli uznasz, że usługi pośrednictwa przewidziane w niniejszym Regulaminie są realizowane przez Allegro.pl nienależycie, możesz złożyć Allegro.pl reklamację:

- 1) pisemnie, wysyłając reklamację na adres korespondencyjny wskazany w § 13 ust. 1 Regulaminu;
- 2) telefonicznie, gdy zamówisz rozmowę na stronie: <https://allegro.pl/pomoc/kontakt>;
- 3) poprzez Formularz Kontaktowy.

Allegro.pl nie posiada oddziału, w którym obsługuje klientów.

3. Aby Allegro.pl mogło lepiej odpowiedzieć na Twoją reklamację, w jej treści powinieneś zamieścić:

- 1) Twoje imię i nazwisko;
  - 2) Twój login lub adres poczty e-mail służący do logowania na Allegro;
  - 3) Twój adres korespondencyjny;
  - 4) opis zastrzeżenia co do usług świadczonych przez Allegro.pl jako pośrednika kredytowego;
  - 5) możesz poprosić również, aby odpowiedź na Twoją reklamację została wysłana e-mailem.
4. Allegro.pl udzieli odpowiedzi na reklamację nie później niż w terminie 30 dni od dnia jej otrzymania.
5. W szczególnie skomplikowanych przypadkach, uniemożliwiających rozpatrzenie reklamacji i udzielenie odpowiedzi w terminie wskazanym w ust. 4, Allegro.pl może przedłużyć go do 60 dni od dnia otrzymania reklamacji. W takim wypadku Allegro.pl poinformuje Cię o przedłużeniu terminu, jego przyczynach oraz wskaże okoliczności, które muszą zostać ustalone dla rozpatrzenia sprawy.
6. Odpowiedź na reklamację otrzymasz od Allegro.pl listownie, chyba że w treści reklamacji poprosisz, aby została ona wysłana e-mailem.

7. W przypadku nieuwzględnienia przez Allegro.pl Twoich roszczeń w związku z reklamacją lub niewykonania przez Allegro.pl czynności wynikających z reklamacji w terminach określonych powyżej, przysługuje Ci prawo do zwrócenia się do Rzecznika Finansowego. Więcej informacji dostępnych na: [www.rf.gov.pl](http://www.rf.gov.pl).

## § 12. Czas trwania usługi Allegro Pay

1. Usługa Allegro Pay będzie świadczona przez czas nieoznaczony.
2. W każdym czasie możesz wypowiedzieć umowę o korzystanie z usługi Allegro Pay, z 14-dniowym okresem wypowiedzenia. Wypowiedzenia możesz dokonać poprzez złożenie rezygnacji w stosunku do Allegro.pl, z zastrzeżeniem, że rekomendowanym sposobem wypowiedzenia umowy o korzystanie z usługi Allegro Pay jest skorzystanie z Formularza Kontaktowego i wybranie tematu: „Rezygnacja”.
3. W przypadku rażącego naruszenia przez Allegro.pl postanowień Regulaminu, możesz wypowiedzieć umowę o korzystanie z usługi Allegro Pay w każdym czasie ze skutkiem natychmiastowym, w sposób opisany w ust. 2 powyżej.
4. Masz prawo do odstąpienia od umowy o korzystanie z usługi Allegro Pay bez podania przyczyny w terminie 14 dni od dnia jej zawarcia. Wzór formularza o odstąpieniu od umowy, z którego możesz skorzystać, znajdziesz w Załączniku nr 1 do Regulaminu.
5. Gdybyś wypowiedział lub odstąpił od umowy o usługę Allegro Pay w okresie obowiązywania Umowy Allegro Pay, umowa na usługę Allegro Pay ulegnie rozwiązaniu z chwilą rozwiązania lub wygaśnięcia Umowy Allegro Pay.
6. Umowa o korzystanie z usługi Allegro Pay zostanie rozwiązana z chwilą osiągnięcia przez Ciebie 75 roku życia, za wyjątkiem sytuacji, w których nastąpi to w trakcie obowiązywania Umowy Allegro Pay. W takim przypadku umowa o korzystanie z usługi Allegro Pay ulegnie rozwiązaniu z chwilą rozwiązania lub wygaśnięcia Umowy Allegro Pay, a Ty nie będziesz miał już możliwości zawarcia nowych Umów Allegro Pay.
7. Rozwiązanie umowy z Allegro.pl dotyczącej Twojego Konta, na którym aktywowałeś Allegro Pay, wiąże się jednocześnie z rozwiązaniem umowy o korzystanie z usługi Allegro Pay w terminie wskazanym w art. 15.3 Regulaminu Serwisu Allegro. Pamiętaj, że jeśli w chwili rozwiązania umowy z Allegro posiadasz aktywną Umowę Allegro Pay, zobowiązania z niej wynikające są w mocy i jesteś zobowiązany do realizowania Spłat zgodnie z jej postanowieniami.
8. Umowa o korzystanie z usługi Allegro Pay może zostać rozwiązana przez Allegro.pl w trybie natychmiastowym w przypadku, gdy Twoje działania:
  - a) naruszają postanowienia Regulaminu lub gdy podjąłeś jakiegokolwiek działania, które negatywnie wpływają na bezpieczeństwo funkcjonowania Allegro, lub
  - b) szkodzą innym Użytkownikom, mają na celu ominięcie zabezpieczeń stosowanych przez Allegro.pl lub polegają na fałszowaniu danych w ramach Allegro Pay lub Allegro.

## **§ 13. Dane kontaktowe**

1. Z Allegro.pl możesz się skontaktować:
  - 1) listownie, pisząc na adres: Allegro.pl sp. z o.o., ul. Grunwaldzka 182, 60-166 Poznań;
  - 2) telefonicznie, gdy zamówisz rozmowę na stronie: <https://allegro.pl/pomoc/kontakt>;

3) poprzez Formularz Kontaktowy.

2. Z Allegro Pay sp. z o.o. możesz się skontaktować:

1) listownie, pisząc na adres: Allegro Pay sp. z o.o., ul. Żurawia 6/12 lok. 766, 00-503 Warszawa;

2) telefonicznie, gdy zamówisz rozmowę na stronie: <https://allegro.pl/pomoc/kontakt>;

3) poprzez Formularz Kontaktowy.

## **§ 14. Postanowienia końcowe**

1. Treść niniejszego Regulaminu udostępniamy na stronie internetowej: <https://allegro.pl/regulaminy/regulamin-uslugi-allegro-pay-ID8OAPk4Lu6>.

2. Allegro.pl może zmienić postanowienia Regulaminu jedynie z uwagi na:

1) wydanie przez sąd powszechny lub organ państwowy orzeczenia lub decyzji nakładającej obowiązek zmiany Regulaminu lub uzasadniającej potrzebę dokonania takiej zmiany;

2) zmianę przepisów prawa w zakresie działalności prowadzonej przez Allegro.pl lub Allegro Pay sp. z o.o., skutkującej koniecznością zmiany Regulaminu celem dostosowania go do obowiązujących przepisów;

3) konieczność poprawy przez Allegro.pl lub Allegro Pay sp. z o.o. poziomu Twojego bezpieczeństwa lub poziomu ochrony Twoich danych osobowych;

4) ulepszenie funkcjonalności oferowanych przez Allegro.pl lub Allegro Pay sp. z o.o. w ramach Allegro Pay, wprowadzenia nowej funkcjonalności lub rezygnacji z niektórych funkcjonalności w ramach wykonywania usług;

5) zmiany technologiczne;

6) rozszerzenie zakresu Allegro Pay o nowe cechy tej usługi;

7) zmiany umowy zawartej pomiędzy Allegro.pl a Allegro Pay sp. z o.o., na podstawie której jest zawierana Umowa Allegro Pay;

8) zmiany Regulaminu Serwisu Allegro pociągającej za sobą konieczność dostosowania niniejszego Regulaminu do zasad obowiązujących Cię w ramach Allegro;

9) zmiany redakcyjne.

Powyższe zmiany Regulaminu wchodzi w życie 15-ego dnia licząc od dnia udostępnienia Ci nowej treści Regulaminu.

3. O zmianie Regulaminu poinformujemy Cię na stronie: <https://allegro.pl/pomoc/zmiany-w-regulaminie/aktualnosci> oraz za pośrednictwem poczty e-mail. W przypadku braku akceptacji zmian, jeśli chcesz rozwiązać umowę o korzystanie z usługi Allegro Pay, niezwłocznie powiadom o tym fakcie Allegro.pl, korzystając z Formularza Kontaktowego.

4. Do wszelkich spraw nieuregulowanych w niniejszym Regulaminie mają zastosowanie postanowienia Regulaminu Serwisu Allegro oraz powszechnie obowiązujące przepisy prawa polskiego.

5. W przypadku sprzeczności niniejszego Regulaminu z Regulaminem Serwisu Allegro, zastosowanie mają postanowienia niniejszego Regulaminu.

6. Wszelkie spory związane z usługami świadczonymi przez Allegro.pl w ramach Allegro będą rozstrzygane przez właściwe polskie sądy powszechne. Jako konsument masz również możliwość skorzystania z pozasądowego sposobu rozpatrywania reklamacji i dochodzenia roszczeń przed Stałym Polubownym Sądem Konsumenckim przy Wojewódzkim Inspektorze Inspekcji Handlowej w Poznaniu. Informacje o sposobie dostępu do ww. trybu i procedur rozstrzygania sporów znajdują się pod następującym adresem: <http://www.uokik.gov.pl>, w zakładce „Rozstrzyganie sporów konsumenckich”. Masz również możliwość skorzystania z unijnej platformy internetowej ODR, dostępnej pod adresem internetowym: <http://ec.europa.eu/consumers/odr/>. W zakresie świadczonych przez Allegro.pl usług pośrednictwa kredytowego, organem uprawnionym do pozasądowego rozstrzygania sporów między Tobą a Allegro.pl jest Rzecznik Finansowy. Więcej informacji dostępnych na: [www.rf.gov.pl](http://www.rf.gov.pl). Na podstawie zgody obu stron spór w tym zakresie może też być rozstrzygnięty przez Sąd Polubowny przy Komisji Nadzoru Finansowego. Więcej informacji dostępnych na: [www.knf.gov.pl](http://www.knf.gov.pl).

## § 15. Załączniki do Regulaminu

Załącznik nr 1: Wzór oświadczenia o odstąpieniu od umowy zawieranej w ramach Regulaminu - znajdujący się pod adresem: <https://allegro.pl/regulaminy/wzor-formularza-odstapienia-od-umowy-1nYIMd4AeiE>

Załącznik nr 2: Polityka ochrony prywatności Allegro Pay sp. z o.o. - znajdująca się pod adresem: <https://allegro.pl/regulaminy/polityka-prywatnosci-allegro-pay-68z4v65ewfL>.

# REGULAMIN USŁUGI „Allegro Smart!”

## I. Definicje

„**Allegro**” – Allegro.pl sp. z o.o. z siedzibą w Poznaniu, przy ul. Grunwaldzkiej 182, 60-166 Poznań, wpisana do rejestru przedsiębiorców prowadzonego przez Sąd Rejonowy Poznań - Nowe Miasto i Wilda w Poznaniu, VIII Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS: 0000635012, kapitał zakładowy: 34.000.000 złotych, NIP 5252674798.

„**Allegro Pay**” - usługa oferowana w ramach Serwisu świadczona zgodnie z postanowieniami jej regulaminu znajdującym się pod adresem <https://allegro.pl/regulaminy/regulamin-uslugi-allegro-pay-ID8OAPk4Lu6>.

„**Allegro Zapłać Później**” - usługa oferowana w ramach Serwisu świadczona zgodnie z postanowieniami jej regulaminu znajdującym się pod adresem <https://allegro.pl/regulaminy/regulamin-uslugi-allegro-zaplac-pozniej-z8XAXR6ZYFL>.

„**Aplikacja Mobilna**” - aplikacja udostępniana przez Allegro zainstalowana na urządzeniach mobilnych Użytkownika i umożliwiająca dostęp do Serwisu w systemach operacyjnych iOS (na urządzeniach iPhone i iPad) i Android (w smartfonach i na tabletach); zaleca się korzystanie każdorazowo z najnowszej opublikowanej wersji, dostępnej do pobrania w sklepach internetowych App Store (dla iOS) i Google Play (dla Android); korzystanie z wersji innej niż najnowsza może skutkować brakiem dostępu do niektórych funkcjonalności.

„**Benefit**” – dodatkowe korzyści, do których może być uprawniony Nabywca w związku z zakupem Usługi Allegro Smart!

„**Dostawcy**” – podmioty świadczące usługi w ramach metod dostawy Towarów określonych w art. II ust. 4 Regulaminu, nabywanych przez Użytkowników – Kupujących.

„**Kod**” – ciąg cyfr i znaków służący do jednorazowej aktywacji Usługi lub gwarantujący dalsze jej świadczenie, otrzymany przez Użytkownika od Allegro lub podmiotów współpracujących z Allegro, na podstawie odrębnych umów, w szczególności, z tytułu akcji promocyjnych organizowanych przez Allegro lub te podmioty.

„**Monety**” – wirtualne oznaczenia, których zasady wykorzystania określone są w Regulaminie Programu Monetowego, znajdującym się pod adresem <https://allegro.pl/monety/regulamin>.

„**Nabywca**” – Użytkownik, który w ramach danego Konta odpłatnie nabył od Allegro Usługę lub dokonał aktywacji Usługi za pomocą Kodu.

„**Okres Rozliczeniowy**” – okres rozliczeniowy trwający odpowiednio 1 miesiąc albo 12 miesięcy w zależności od wyboru dokonanego przez Nabywcę lub w przypadkach aktywacji Usługi za pomocą Kodu, wskazany na Kodzie okres wykonywania Usługi.

„**Operator Płatności**” – łącznie lub każdy z osobna z podmiotów świadczących usługę płatniczą opisanych w Regulaminie Serwisu lub załącznikach do Regulaminu Serwisu.

„**Regulamin**” – niniejszy regulamin, którego treść znajduje się na stronie: <https://na.allegro.pl/regulamin-allegro-smart>.

„**Regulamin Serwisu**” – regulamin Serwisu, którego treść znajduje się na stronie [www.allegro.pl/regulamin](http://www.allegro.pl/regulamin).

„**Serwis**” – prowadzony w języku polskim serwis handlowy on-line allegro.pl o charakterze otwartym, w ramach którego organizowane są Transakcje, którego operatorem jest Allegro.

„**Towary**” – rzeczy oferowane do sprzedaży w Serwisie przez Sprzedających. „**Transakcje**” – umowy sprzedaży Towarów zawierane pomiędzy Użytkownikami.

„**Usługa Allegro Smart!**” lub „**Usługa**” – płatna usługa skierowana do Kupujących obejmująca możliwość skorzystania, bez konieczności ponoszenia wskazanej przez Sprzedającego opłaty, z określonych zgodnie z Regulaminem metod dostawy Towarów nabytych w Serwisie i ich zwrotów.



**„Usługa Płatności”** - usługa świadczona przez jednego z Operatorów Płatności.

**„Użytkownik”** – podmiot, który uzyskał dostęp do usług świadczonych przez Allegro w ramach Serwisu, na zasadach określonych w Regulaminie Serwisu.

Terminy pisane dużą literą niezdefiniowane w niniejszym art. I mają znaczenie nadane im w Regulaminie Serwisu.

## II. Warunki ogólne

1. Niniejszy Regulamin określa zasady i warunki świadczenia Usługi Allegro Smart! przez Allegro w ramach Serwisu.

2. Umowa w zakresie świadczenia Usługi zawarta jest na czas nieokreślony, a Usługa ma charakter ciągły, z zastrzeżeniem, że Nabywca może zawrzeć w danym czasie wyłącznie jedną umowę na świadczenie Usługi niezależnie od liczby posiadanych przez siebie Kont. Zawarcie kolejnej umowy na świadczenie Usługi możliwe jest po rozwiązaniu wcześniejszej. Rozliczenie Usługi odbywa się w Okresach Rozliczeniowych.

2. Usługa pozwala na korzystanie przez Nabywców na warunkach określonych w Regulaminie:

a. z udostępnionych przez Sprzedających w ramach Oferty określonych zgodnie z art. II ust. 4 Regulaminu metod dostaw Towarów świadczonych przez Dostawców, bez konieczności ponoszenia wskazanej przez Sprzedającego opłaty z tytułu dostawy Towaru, na potrzeby realizacji umowy zawartej w ramach tej Oferty;

b. z bezpłatnego zwrotu Towarów, na zasadach określonych w art. III ust. 4 Regulaminu, w ramach Ofert, w których:

- udostępnione zostały metody dostawy, o których mowa pod lit. a powyżej oraz;
- w przypadku gdy Sprzedający określił wartość metody dostawy przy płatnościach z góry na kwotę 0 zł oraz przy założeniu, że dostawa Towarów w ramach tych Ofert była realizowana do automatu paczkowego (w tym paczkomatu) albo punktu odbioru a Sprzedający sam nie zagwarantował darmowego zwrotu.

3. W ramach Usługi, Allegro zapewnia Nabywcom dostawę Towarów przez Dostawców w ramach następujących metod dostawy: przesyłek kurierskich, automatów paczkowych oraz punktów odbioru, w łącznej liczbie nie mniejszej niż 5 (pięć) tysięcy. Allegro może na wybrany przez siebie okres poszerzyć listę metod dostaw objętych Usługą. Aktualna lista metod dostawy wraz z podaniem kwoty maksymalnego finansowanego w ramach Usługi kosztu jednorazowej dostawy dostępna jest w Serwisie pod adresem <https://na.allegro.pl/smart-metody-dostawy>.

4. Oferty Sprzedających, niezależnie od statusu ich Konta (Zwykłe/Firma), w których oferowane są metody dostaw objęte Usługą Allegro Smart!, są oznaczone specjalną ikoną ułatwiającą ich wyszukiwanie.

5. Usługa jest realizowana tylko w stosunku do Ofert tych Sprzedających, którzy spełniają kryteria związane z bezpieczeństwem Transakcji i jakością świadczonych usług. Allegro dokonuje oceny, czy te kryteria zostały spełnione i w przypadku oceny pozytywnej, dokona odpowiedniego oznaczenia Oferty. Szczegółowe warunki odnoszące się do kryteriów, o których mowa w zdaniu poprzedzającym znajdują się w załączniku 12 Regulaminu Allegro. pod adresem <https://na.allegro.pl/smart-dobre-praktyki>.

6. Oznaczenie specjalną ikoną Usługi obejmować będzie, przy spełnieniu warunków, o których mowa w ust. 5 i 6 powyżej, również Oferty Sprzedających, o których mowa w art. II ust. 3 lit. b powyżej.

7. Dostawy realizowane w ramach Usługi Allegro Smart! mogą odbywać się wyłącznie na terytorium Polski (tj. z terytorium Polski na terytorium Polski).

8. Usługą nie są objęte Oferty prezentowane w Serwisie przez apteki ogólnodostępne posiadające status Konta Firma oraz Oferty, o których mowa w art. 3.3. Regulaminu Serwisu.

9. Usługa nie może być wykorzystana w celu dalszej odsprzedaży lub nieodpłatnego udostępnienia w Serwisie innym Użytkownikom, co oznacza, że Usługa może być świadczona wyłącznie na rzecz i na indywidualny użytek Nabywcy.

10. Usługa może być wykorzystana wyłącznie w Serwisie, w tym także za pośrednictwem Aplikacji Mobilnej.

11. Usługa nie obejmuje realizacji dostaw Towarów. Usługi dostaw Towarów świadczone są przez Dostawców, którzy odpowiadają w szczególności za jakość i terminowość dostawy Towarów, jak również za liczbę udostępnionych przez nich punktów odbioru przesyłek, z zastrzeżeniem zdania pierwszego w ust. 4 powyżej. Lista aktualnych punktów odbioru przesyłek wskazanych przez Dostawców oraz regulaminów świadczenia usług przez Dostawców, znajduje się tutaj: <https://na.allegro.pl/smart-metody-dostawy>.

12. Allegro może za pomocą powiadomień na telefon (wiadomość SMS) na wskazany przez Nabywcę numer telefonu w ustawieniach Konta kierować informację zawierającą termin zakończenia Okresu Rozliczeniowego.

### III. Zakres Usługi Allegro Smart!

1. Nabywca może skorzystać z Usługi Allegro Smart! w zakresie dostawy bez ponoszenia wskazanej przez Sprzedającego opłaty z tytułu dostawy (art. II ust. 3 lit. a Regulaminu) tylko przy Transakcjach, w których:

a. wartość Transakcji lub wartość sumy Transakcji (zawartych zarówno w trybie Licytacji jak i z wykorzystaniem opcji Kup Teraz) zawartych w ramach Oferty danego Sprzedającego nie jest niższa niż 40 zł, z zastrzeżeniem, że w przypadku metody dostawy w postaci przesyłek kurierskich przedmiotowa wartość wynosi nie mniej niż 100 zł, a zapłata za Transakcję/e nastąpiła za pośrednictwem Usługi Płatności, Allegro Zapłać Później, Allegro Pay oraz

b. wskazana przez Sprzedającego wartość jednorazowej dostawy dostępnej w ramach Oferty nie jest wyższa niż określono w tabeli <https://na.allegro.pl/smart-metody-dostawy> oraz przy założeniu, że przy zakupie przez Nabywcę wielu sztuk Towarów w ramach tej samej lub kilku Transakcji u tego samego Sprzedającego wartość dostawy, niezależnie od metody, nie przekracza 40 zł, z zastrzeżeniem, że w przypadku metody dostawy w postaci przesyłek kurierskich przedmiotowa wartość wynosi nie mniej niż 100 zł, .

2. Nabywcy, niezależnie od wybranego przez niego Okresu Rozliczeniowego, przysługuje nielimitowana liczba dostaw, o których mowa w art. II ust. 4.

3. Korzystając z Usługi Nabywca może wskazać do 10 adresów, na które mogą być dostarczone Towary w ramach Usługi, bez ponoszenia wskazanej przez Sprzedającego opłaty z tytułu dostawy (art. II ust. 3 lit. a Regulaminu).

4. Allegro zapewnia Nabywcy bezpłatny zwrot Towarów zakupionych w ramach Ofert objętych Usługą, jak również w ramach Ofert, o których mowa w art. II ust. 3 lit. b powyżej w przypadku skorzystania przez Nabywcę z prawa odstąpienia od umowy, na następujących zasadach:

a. możliwe metody zwrotu Towarów określone są szczegółowo na liście dostępnej pod adresem: <https://na.allegro.pl/smart-metody-dostawy>;

b. Allegro może na wybrany przez siebie okres poszerzyć listę metod zwrotów Towarów objętych Usługą. Aktualna lista metod zwrotów Towarów dostępna jest pod adresem <https://na.allegro.pl/smart-metody-dostawy>;

c. Nabywcy przysługuje wyłącznie jednorazowy bezpłatny zwrot Towaru zakupionego w ramach danej Transakcji po uprzednim skorzystaniu przez niego z odpowiedniego formularza dostępnego w zakładce „Kupione”, w sekcji Moje Allegro;

d. Nabywcy nie przysługuje prawo skorzystania z bezpłatnego zwrotu Towaru w przypadku ustawowego wyłączenia prawa odstąpienia od umowy, zgodnie z art. 38 Ustawy o prawach konsumenta z dnia 30 maja 2014 r.

5. Usługą Allegro Smart! nie są objęte Oferty prezentowane w Serwisie przez apteki ogólnodostępne posiadające status Konta Firma oraz Oferty, o których mowa w art. 3.3. Regulaminu Serwisu, a także Oferty dostępne w ramach kategorii Dziecko> Karmienie dziecka> Żywność dla dzieci> Mleka modyfikowane> początkowe oraz kategorii Dom i Ogród> Wyposażenie> Ozdoby świąteczne i okolicznościowe> Fajerwerki.

#### IV. Aktywacja Usługi

1. Zapłata za Usługę Allegro Smart! może nastąpić w drodze płatności dokonywanych:

a. za pośrednictwem Usługi Płatności, z wykorzystaniem metod płatności aktualnie udostępnianych przez Operatorów Płatności;

b. przy wykorzystaniu Allegro Pay;

c. przy wykorzystaniu Allegro Zapłać Później.

2. Aktywacja Usługi następuje w przypadku:

a. dokonania przez Użytkownika płatności za korzystanie z Usługi, przy użyciu Usługi Płatności – z chwilą uzyskania statusu płatności „Zakończona”;

b. dokonania przez Użytkownika płatności za korzystanie z Usługi, przy użyciu Allegro Pay - z chwilą uzyskania statusu płatności „opłacona przez Allegro Pay”;

c. dokonania przez Użytkownika płatności za korzystanie z Usługi, przy użyciu Allegro Zapłać Później - z chwilą uzyskania statusu płatności „płatność odroczone”;

d. w chwili wprowadzenia Kodu przez Użytkownika bądź przez Allegro.pl w ramach odrębnych akcji promocyjnych – z tą chwilą.

3. W zależności od długości wybranego przez Nabywcę Okresu Rozliczeniowego cena nabywanej Usługi, wynosi odpowiednio:

a. 8,99 złotych brutto, przy opcji płatności za okres 1 miesiąca;

b. 49\* złotych brutto, przy opcji płatności za okres 12 miesięcy;

4. W celu aktywacji Usługi Użytkownik powinien wypełnić odpowiedni formularz dostępny w Serwisie, w tym zaznaczyć wybraną przez siebie opcję płatności, o której mowa w ust. 3 powyżej, a następnie zaakceptować Regulamin oraz:

a. wybrać przycisk "Kupuję i płacę". Niezwłocznie po wyborze przycisku "Kupuję i płacę" Użytkownik zostanie przeniesiony na stronę Operatora Płatności;

b. w przypadku płatności przy użyciu usługi Allegro Pay, Użytkownik musi mieć aktywne Allegro Pay wybrać przycisk "Kupuję z Allegro Pay". Niezwłocznie po wyborze przycisku "Kupuję z Allegro Pay" Użytkownik może zostać poproszony o potwierdzenie swojej tożsamości kodem SMS;

c. w przypadku płatności przy użyciu Allegro Zapłać Później, Użytkownik musi mieć aktywne Allegro Zapłać Później, wybrać przycisk "Kupuję i płacę później”;

d. w przypadku aktywowania Usługi przy użyciu Kodu, Użytkownik powinien wypełnić odpowiedni formularz dostępny w Serwisie, w tym poprawnie wpisać Kod, a następnie zaakceptować Regulamin.

5. Z chwilą potwierdzenia statusu płatności odpowiednio jako „Zakończona”, „opłacona przez Allegro Pay”, „płatność odroczone”, bądź z chwilą wprowadzenia Kodu, na adres e-mail Nabywcy widniejący w ustawieniach Konta w Serwisie zostanie wysłana wiadomość potwierdzająca zawarcie umowy pomiędzy Nabywcą a Allegro, której przedmiotem jest Usługa Allegro Smart! świadczona przez Allegro na warunkach określonych w Regulaminie oraz wiadomość zawierająca inne wymagane prawem informacje.

6. Faktury za usługę Allegro Smart! są wystawiane na aktualne dane podane w ustawieniach Konta Nabywcy. Faktura wysyłana jest za pośrednictwem wiadomości e-mail na adres Nabywcy widniejący w ustawieniach Konta. Jednocześnie Nabywca akceptując warunki Regulaminu akceptuje przesyłanie drogą elektroniczną faktur i faktur korygujących wystawionych przez Allegro, potwierdzających zakup Usługi. Postanowienia załącznika nr 4 do Regulaminu Serwisu, część V lit. D ppkt 10 stosuje się odpowiednio.

7. Z zastrzeżeniem zdania trzeciego niniejszego ustępu, Płatność za Usługę Allegro Smart! dokonywana jest przy użyciu karty płatniczej (np. debetowej albo kredytowej), chyba, że Nabywca nie dysponuje takim środkiem płatności lub wybrał inny sposób jej opłacenia, w takiej sytuacji płatność za Usługę dokonywana jest przy użyciu innych dostępnych metod płatności. W przypadku płatności kartą płatniczą, Nabywca upoważnia Allegro do automatycznego pobierania opłaty za Usługę z tej karty za kolejne analogiczne Okresy Rozliczeniowe, poprzez obciążenie rachunku Nabywcy kwotą opłaty za kolejny Okres Rozliczeniowy. Przy wyborze przez Nabywcę Okresu Rozliczeniowego, którego długość wynosi 1 miesiąc, zapłata za Usługę Allegro Smart! może być dokonana wyłącznie przy użyciu karty płatniczej (np. debetowej albo kredytowej).

8. O ile Nabywca, po dniu zawarcia umowy, której przedmiotem jest Usługa, wskaże w ustawieniach swojego Konta lub w procesie zakupowym Serwisu metodę płatności pozwalającą na cykliczne obciążanie rachunku Nabywcy, w tym kartę płatniczą (np. debetową albo kredytową) i o ile Nabywca nie wybrał dotychczas metody pozwalającej na cykliczne opłacanie Okresów Rozliczeniowych, Nabywca upoważnia Allegro do automatycznego pobierania opłaty za Usługę przy użyciu tej metody za kolejne analogiczne Okresy Rozliczeniowe, poprzez obciążenie rachunku Nabywcy kwotą opłaty za kolejny Okres Rozliczeniowy.

9. W sytuacji, o której mowa w ust. 7 i 8 powyżej, Nabywca może w każdym czasie zrezygnować z automatycznego odnowienia płatności, poprzez skorzystanie z formularza kontaktowego dostępnego na stronie: <https://na.allegro.pl/smart-wylaczenie-platnosci>.

10. Opłata za kolejny Okres Rozliczeniowy, w sytuacji, o której mowa w ust. 7 i 8 powyżej, pobierana jest pierwszego dnia kolejnego Okresu Rozliczeniowego następującego po Okresie Rozliczeniowym, za który Usługa została opłacona.

11. Jeżeli w przypadku, o którym mowa w ust. 7 i 8 powyżej z jakiegokolwiek przyczyny (np. brak środków, odmowa z banku) płatność za Usługę nie może zostać pobrana, Allegro wyśle do Nabywcy oświadczenie, o którym mowa w art. IX ust. 3 poniżej wraz z informacją, że Allegro przez okres 14 dni od momentu zakończenia poprzedniego Okresu Rozliczeniowego podejmować będzie ponowne próby obciążenia rachunku Nabywcy oraz z zastrzeżeniem, że w przypadku, gdy próby te okażą się bezskuteczne, umowa z Allegro na świadczenie Usługi rozwiąże się po tym czasie.

12. W przypadkach, w których Nabywca dokonał uprzednio płatności za Usługę i znajduje się w posiadaniu Kodu, może przed końcem Okresu rozliczeniowego odnoszącego się do tej płatności, dokonać wprowadzenia Kodu na zasadach opisanych w art. IV ust. 4 i w dalszym ciągu korzystać z Usługi przez okres wskazany w Kodzie.

## V. Benefity dla Nabywców w związku z Usługą Allegro Smart!

1. Zawarcie przez Nabywcę umowy na Usługi Allegro Smart! uprawnia go do korzystania z Benefitów, jeżeli są one dostępne w bieżącej ofercie promocyjnej Allegro.
2. Warunkiem korzystania z określonych Benefitów przez Nabywców musi być uprzednia akceptacja właściwego regulaminu w przedmiocie usługi lub programu, którego Benefit dotyczy.
3. Benefity stanowią formę promocji Usługi. Allegro może według własnego uznania oferować różne Benefity na wybrany przez siebie okres, a także organizować inne akcje promocyjne dotyczące Usługi, w związku z tym uprawnione jest w szczególności do całkowitego lub okresowego obniżenia opłat za świadczoną Usługę, rozszerzenia katalogu Benefitów (np. przyznanie Nabywcy Monet za zakup Usługi), jak również aktywowania w późniejszym okresie dodatkowych nagród przyznanych w ramach sprzedaży premiowej na moment sprzedaży Usługi Allegro Smart!, na warunkach przewidzianych odrębnie dla takich akcji.
4. Na chwilę publikacji Regulaminu dla Nabywców dostępne są Benefity określone w artykule V ust. 5 – 7 poniżej. Bieżąca oferta promocyjna Allegro ogłaszana jest w Serwisie.
5. Obsługa Nabywcy w Programie Ochrony Kupujących z gwarancją rozpatrywania zapytań i zgłoszeń, w tym wypłaty rekompensat związanych z Programem Ochrony Kupujących, w terminie do 2 dni roboczych od chwili ich otrzymania z wyłączeniem sobót i niedziel oraz dni wolnych od pracy. Regulamin określający warunki i zasady korzystania z usługi Programu Ochrony Kupujących znajduje się pod adresem: <https://allegro.pl/regulamin/pl/zalacznik-9>.
6. Benefit „Smart! Okazje” w postaci możliwych do otrzymania dodatkowych rabatów na Oferty prezentowane w wydzielonej części Serwisu o nazwie „Smart! Okazje” lub w postaci wcześniejszego niż pozostali Użytkownicy dostępu do promocyjnych Ofert udostępnianych przez Allegro w ramach Serwisu. Strona internetowa, na której Nabywca może skorzystać z przedmiotowego Benefitu znajduje się pod adresem <https://allegro.pl/strefaokazji/smartokazje>.
7. Benefit w postaci możliwości otrzymania dedykowanej oferty zawarcia umowy w ramach Allegro Pay, po spełnieniu warunków określonych w § 5 ust. 4 jej regulaminu.
8. Przekazywanie niektórych Benefitów odbywać się będzie w ramach sprzedaży premiowej związanej z nabyciem Usługi. Ich wartość nie przekroczy limitów uprawniających do skorzystania ze zwolnienia z podatku dochodowego od osób fizycznych.

## VI. Dane osobowe

1. Allegro jest administratorem danych osobowych Użytkowników, w tym Nabywców w związku z oferowaniem w ramach Serwisu Usługi Allegro Smart! w rozumieniu art. 4 pkt. 7 Rozporządzenia Parlamentu Europejskiego i Rady (UE) 2016/679 z dnia 27 kwietnia 2016 r. w sprawie ochrony osób fizycznych w związku z przetwarzaniem danych osobowych i w sprawie swobodnego przepływu takich danych oraz uchylenia dyrektywy 95/46/WE (ogólne rozporządzenie o ochronie danych) („RODO”).

2. W zakresie związanym z realizowaniem usługi dostawy Towarów świadczonych przez Dostawców administratorem danych osobowych Nabywców są również Dostawcy. Szczegółowe zasady dotyczące przetwarzania danych osobowych Nabywców przez Dostawców w związku z Usługą zawarte są w regulaminach usług każdego Dostawcy.

3. Użytkownik może się zwrócić do Allegro, wykorzystując adres mailowy: [iod@allegro.pl](mailto:iod@allegro.pl), jeżeli ma pytania dotyczące przetwarzania jego danych osobowych przez Allegro.

4. Dane osobowe Użytkowników przetwarzane są przez Allegro dla celów udostępnienia i wykonania Usługi, wykonania obowiązków rozliczeniowych i podatkowych związanych z Usługą, a także dla celów kontaktowania się z Użytkownikami, w tym w związku ze składanymi przez nich reklamacjami. Allegro przetwarza dane osobowe także dla celów statystycznych, archiwalnych i zapewnienia rozliczalności wykonania obowiązków Allegro wynikających z przepisów prawa.

5. Dane osobowe przetwarzane są przez Allegro zgodnie z obowiązującymi przepisami prawa, w szczególności z przepisami RODO.

6. Dane osobowe przetwarzane przez Allegro obejmują: dane adekwatne do typu Konta w Serwisie obejmujące: nick (login), nazwiska i imiona, adres zamieszkania lub pobytu, Numer Identyfikacji Podatkowej, numer telefonu, adres e-mail, nr listu przewozowego, adres dostawy i zwrotu Towaru.

7. Dane osobowe Nabywców będą przetwarzane przez Allegro przez okres świadczenia Usługi Allegro Smart! oraz przez 6 lat po roku, w którym Umowa została rozwiązana, dla celów rozliczeniowo - podatkowych. Dane osobowe Nabywcy będą przetwarzane przez Allegro po upływie świadczenia Usługi dla celów archiwalnych, przez okres 6 lat. Po upływie tych okresów dane osobowe Nabywców zostaną trwale usunięte, z zastrzeżeniem danych osobowych, które będą niezbędne do zapewnienia rozliczalności Allegro z wykonania obowiązków wynikających z przepisów prawa.

8. Dane osobowe Nabywców mogą być przekazane:

a. Dostawcom w celach zapewniania rozliczalności Allegro z wykonania obowiązków wynikających z umów zawartych z tymi Dostawcami;

b. Dostawcom - na życzenie Nabywców - w celu przekazania zapytań dotyczących usług przez nich realizowanych;

c. podmiotom uprawnionym do ich otrzymania na mocy obowiązujących przepisów prawa, w tym właściwym organom wymiaru sprawiedliwości.

9. Allegro zapewnia Użytkownikom realizację uprawnień przysługujących im w odniesieniu do przetwarzanych danych osobowych tj. prawa dostępu do danych, prawa do sprostowania danych, prawa do usunięcia danych („prawa do bycia zapomnianym”), prawa do ograniczenia przetwarzania, prawa do przenoszenia danych, prawa do sprzeciwu wobec przetwarzania, prawa do niepodlegania zautomatyzowanemu podejmowaniu decyzji, w tym profilowaniu.

10. Użytkownik może wnieść skargę w związku z przetwarzaniem jego danych osobowych przez Allegro do organu nadzorczego, tj. Prezesa Urzędu Ochrony Danych Osobowych, ul. Stawki 2, 00-193, Warszawa.

## VII. Reklamacje

1. Użytkownik może złożyć reklamację, jeżeli usługi przewidziane w niniejszym Regulaminie nie są realizowane przez Allegro lub są realizowane nienależycie, niezgodnie z postanowieniami Regulaminu. Reklamacje dotyczące usług realizowanych przez Dostawców rozpatrywane są przez nich na zasadach wskazanych w regulaminach usług świadczonych przez Dostawców.

2. Wszelkie reklamacje związane z korzystaniem z Usługi będą rozpatrywane przez Allegro w ciągu 14 (czternastu) dni od daty złożenia pisemnej reklamacji przez Użytkownika.

3. Reklamacje dotyczące Usług mogą być składane listownie na adres Allegro lub drogą elektroniczną przy wykorzystaniu formularza kontaktowego dostępnego pod adresem: <https://na.allegro.pl/smart-formularz-kontaktowy>.

4. Użytkownik może kontaktować się z Allegro w sprawie usług świadczonych na podstawie niniejszego Regulaminu w formie:

a. pisemnej na adres: 60-166 Poznań, ul. Grunwaldzka 182;

b. za pomocą formularza kontaktowego dostępnego pod adresem: <https://na.allegro.pl/smart-formularz-kontaktowy>.

## VIII. Odstąpienie od Umowy

1. Nabywca będący konsumentem ma ustawowe prawo do odstąpienia od umowy, której przedmiotem jest zakup Usługi, bez podania przyczyny w terminie 14 dni od dnia jej zawarcia. Zasady odstąpienia od umowy, w tym wzór formularza o odstąpieniu od umowy, z którego Nabywca może skorzystać, określone są w pouczeniu stanowiącym Załącznik nr 2 do Regulaminu.

2. Dodatkowo każdy Nabywca może odstąpić od umowy, której przedmiotem jest zakup po raz pierwszy Usługi Allegro Smart!, bez podawania przyczyny w terminie 30 dni od dnia zawarcia tej umowy. Zasady odstąpienia od umowy, w tym wzór formularza o odstąpieniu od umowy, z którego Nabywca może skorzystać określone są w Załączniku nr 1 do Regulaminu.

3. Po skutecznym dokonaniu odstąpienia od umowy, Allegro niezwłocznie (nie później niż w terminie 14 dni od dnia otrzymania oświadczenia o odstąpieniu) zwraca Nabywcy należną kwotę, z uwzględnieniem wybranej przez Nabywcę opcji płatności za świadczoną Usługę, z zastrzeżeniem, że nie dotyczy to przypadków zawarcia umowy przy użyciu Kodu.

4. Nabywcy nie przysługuje prawo do odstąpienia od Umowy na podstawie art. 38 pkt 1 ustawy z dnia 30 maja 2014 roku o prawach, z uwagi na to, że aktywując Kod wyraża zgodę na świadczenie Usługi, przed upływem terminu do odstąpienia od świadczonej Usługi.



## IX. Rozwiązanie Umowy

1. Umowa z Allegro w przedmiocie świadczenia Usługi może być rozwiązana w każdym czasie przez Nabywcę, za 14-dniowym wypowiedzeniem, poprzez złożenie rezygnacji w stosunku do Allegro, z zastrzeżeniem, że rekomendowanym sposobem wypowiedzenia umowy jest skorzystanie z formularza kontaktowego, dostępnego pod adresem: <https://na.allegro.pl/smart-formularz-kontaktowy> i wybraniu tematu: „Rezygnacja”.

2. Nabywca może wypowiedzieć umowę o świadczenie Usługi Allegro Smart! w każdym czasie ze skutkiem natychmiastowym, w sposób opisany w ust. 1 powyżej, w przypadku rażącego naruszenia przez Allegro postanowień Regulaminu.

3. Umowa z Allegro w przedmiocie świadczenia Usługi może być rozwiązana przez Allegro poprzez złożenie oświadczenia drogą elektroniczną na adres e-mail Nabywcy podany w ustawieniach jego Konta (dalej „Oświadczenie”), w przypadku, gdy po upływie danego Okresu Rozliczeniowego, Nabywca lub Allegro (w sytuacji, o której mowa w art. IV ust. 7 lub 8 powyżej) nie dokona kolejnej płatności za Usługę, w terminie 14 dni od dnia upływu poprzedniego Okresu Rozliczeniowego. W sytuacji, o której mowa w zdaniu poprzednim, umowa z Allegro na świadczenie Usługi ulegnie rozwiązaniu po upływie 14 dni liczonych od dnia złożenia Oświadczenia, z zastrzeżeniem sytuacji, o której mowa w art IV ust. 12 powyżej.

4. W przypadku, gdy działania Nabywcy naruszają postanowienia Regulaminu lub gdy Nabywca podjął jakiekolwiek działania, które negatywnie wpływają na bezpieczeństwo funkcjonowania Serwisu, szkodzą innym Użytkownikom lub są sprzeczne z założeniami Usługi Allegro Smart opisanymi w Regulaminie, bądź mające na celu ominięcie zabezpieczeń stosowanych przez Allegro lub polegające na fałszowaniu danych w ramach Usługi, Allegro ma prawo dokonać zawieszenia świadczenia Usługi na rzecz Nabywcy. Jednocześnie postanowienia art. 8.4. Regulaminu Serwisu stosuje się odpowiednio.

5. W przypadkach, o których mowa w ust. 1, 2 i 4 powyżej, Allegro dokona zwrotu Nabywcy odpowiedniej kwoty, obliczonej proporcjonalnie do czasu świadczenia Usługi, a jej zwrot następuje z uwzględnieniem wybranej przez Nabywcę opcji płatności za świadczoną Usługę, przy czym Allegro zastrzega sobie prawo do niedokonywania zwrotu środków Nabywcy za okresy świadczenia Usługi aktywowanej uprzednio za pomocą Kodu.

## X. Postanowienia końcowe

1. Treść niniejszego Regulaminu jak i wszelkie jego zmiany, udostępnione są na stronie internetowej <https://na.allegro.pl/regulamin-allegro-smart>.

2. Allegro zastrzega sobie prawo dokonywania zmian w niniejszym Regulaminie z uwagi na zmianę uwarunkowań ekonomicznych i rynkowych, które wejdą w życie 15 dnia licząc od dnia poinformowania Nabywców o zmianie w sposób określony w ust. 1 powyżej, z zastrzeżeniem, że zmiany ceny za Usługę mają zastosowanie do kolejnych Okresów Rozliczeniowych, następujących po Okresie Rozliczeniowym w trakcie którego zmiana zostanie dokonana.

3. Nabywca zostanie dodatkowo powiadomiony o zmianach Regulaminu za pośrednictwem poczty elektronicznej. Nabywca może odmówić ich akceptacji poprzez złożenie rezygnacji, w sposób i w terminie określonym w art. IX ust. 1 powyżej. Niezłożenie rezygnacji, o której mowa w zdaniu poprzedzającym jest uznawane za ich akceptację przez Nabywcę. Odmowa akceptacji zmian jest równoznaczna z rozwiązaniem umowy na świadczenie Usługi pomiędzy Nabywcą a Allegro - postanowienia art. IX ust. 5 powyżej stosuje się odpowiednio. W okresie wypowiedzenia, Nabywcę obowiązuje brzmienie Regulaminu sprzed dokonanej zmiany.

4. Allegro zastrzega możliwość czasowych modyfikacji zasad wskazanych w niniejszym Regulaminie w przypadku akcji promocyjnych organizowanych przez Allegro lub jej partnerów biznesowych. Zasady akcji promocyjnych będą każdorazowo wskazane w poszczególnych regulaminach przedmiotowych akcji promocyjnych.

5. Do wszelkich spraw nieuregulowanych w niniejszym Regulaminie będą miały zastosowanie postanowienia Regulaminu Serwisu oraz powszechnie obowiązujące przepisy prawa polskiego.

6. W przypadku sprzeczności niniejszego Regulaminu z Regulaminem Serwisu, dostępnym na stronie internetowej <https://na.allegro.pl/regulamin-allegro-smart>, zastosowanie znajdują postanowienia niniejszego Regulaminu.

7. Nabywca będący konsumentem ma możliwość skorzystania z pozasądowego sposobu rozpatrywania reklamacji i dochodzenia roszczeń przed Stałym Polubownym Sądem Konsumenckim przy Wojewódzkim Inspektorze Inspekcji Handlowej w Poznaniu. Informacje o sposobie dostępu do ww. trybu i procedur rozstrzygania sporów znajdują się pod następującym adresem: <http://www.uokik.gov.pl>, w zakładce „Rozstrzyganie sporów konsumenckich”. Nabywca będący konsumentem ma również możliwość skorzystania z unijnej platformy internetowej ODR, dostępnej pod adresem internetowym: <http://ec.europa.eu/consumers/odr/>. Nabywca będący konsumentem może również wytoczyć powództwo przed właściwym sądem powszechnym.

\*) Cena promocyjna w okresie od dnia 24 listopada do dnia 24 grudnia 2020 roku wynosi 39 złotych. Po tym terminie, tj. od dnia 25 grudnia 2020 cena powraca do wysokości 49 złotych.

**Załącznik nr 1 Pouczenie o odstąpieniu od pierwszej umowy oraz wzór oświadczenia o odstąpieniu.**

W ciągu 30 dni od zawarcia umowy z Allegro o świadczenie Usługi Allegro Smart! (pierwszy zakup Usługi Allegro Smart!), możesz od niej odstąpić bez podawania jakiegokolwiek przyczyny.

Aby to zrobić, poinformuj nas o swojej decyzji, korzystając z formularza kontaktowego dostępnego pod adresem: <https://na.allegro.pl/smart-formularz-kontaktowy>. Możesz skorzystać ze wzoru odstąpienia od umowy, który znajdziesz poniżej.

WZÓR FORMULARZA Odstąpienia od umowy (formularz ten należy wypełnić i odesłać tylko w przypadku chęci odstąpienia od umowy) na adres: Allegro.pl sp. z o.o. ul. Grunwaldzka 182 60-166 Poznań lub korzystając z formularza kontaktowego dostępnego pod adresem: <https://na.allegro.pl/smart-formularz-kontaktowy>.

Treść oświadczenia: Ja ..... niniejszym informuję o moim odstąpieniu od umowy o świadczenie Usługi Allegro Smart! Data zawarcia umowy to ....., Imię i nazwisko..... Login Allegro.....

Załącznik nr 2 Pouczenie o odstąpieniu od umowy przez konsumenta oraz wzór oświadczenia o odstąpieniu.

Jeżeli jesteś konsumentem, w ciągu 14 dni od zawarcia umowy z Allegro o świadczenie Usługi Allegro Smart!, możesz od niej odstąpić bez podawania jakiegokolwiek przyczyny.

Aby to zrobić, poinformuj nas o swojej decyzji, korzystając z formularza kontaktowego dostępnego pod adresem: <https://na.allegro.pl/smart-formularz-kontaktowy>.

Możesz skorzystać ze wzoru odstąpienia od umowy, który znajdziesz poniżej.

Do zachowania terminu wystarczy, że przed jego upływem wyślesz oświadczenie.

WZÓR FORMULARZA ODSTĄPIENIA OD UMOWY (formularz ten należy wypełnić i odesłać tylko w przypadku chęci odstąpienia od umowy) na adres: Allegro.pl sp. z o.o. ul. Grunwaldzka 182 60-166 Poznań lub korzystając z formularza kontaktowego dostępnego pod adresem: <https://na.allegro.pl/smart-formularz-kontaktowy>.

Treść oświadczenia: Ja ..... niniejszym informuję o moim odstąpieniu od umowy o świadczenie Usługi Allegro Smart! Data zawarcia umowy to ....., Imię i nazwisko..... Login Allegro.....

## REGULAMIN USŁUGI "Allegro Smart! Student"

### I. Definicje

**Allegro** – Allegro.pl sp. z o.o. z siedzibą w Poznaniu, przy ul. Grunwaldzkiej 182, 60-166 Poznań, wpisana do rejestru przedsiębiorców prowadzonego przez Sąd Rejonowy Poznań - Nowe Miasto i Wilda w Poznaniu, VIII Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS: 0000635012, kapitał zakładowy: 33.016.950 złotych, NIP 5252674798.

**Allegro Pay** - usługa oferowana w ramach Serwisu świadczona zgodnie z postanowieniami jej regulaminu znajdującym się pod adresem <https://allegro.pl/regulaminy/regulamin-uslugi-allegro-pay-ID8OAPk4Lu6>.

**Aplikacja Mobilna** - aplikacja udostępniana przez Allegro zainstalowana na urządzeniach mobilnych Użytkownika i umożliwiająca dostęp do Serwisu w systemach operacyjnych iOS (na urządzeniach iPhone i iPad) i Android (w smartfonach i na tabletach); zaleca się korzystanie każdorazowo z najnowszej opublikowanej wersji, dostępnej do pobrania w sklepach internetowych

App Store (dla iOS) i Google Play (dla Android); korzystanie z wersji innej niż najnowsza może skutkować brakiem dostępu do niektórych funkcjonalności.

**Benefit** – korzyści przekazywane przez Partnerów w ramach Usługi, stanowiące jej integralną część, do których uprawniony jest Nabywca. Zakres Benefitów określony został w art. V Regulaminu oraz Załączniku nr 2 i wskazany jest również w Centrum Benefitów.

**Centrum Benefitów** – funkcjonalność udostępniona Nabywcy w ramach ustawień jego Konta w zakładce o nazwie : „Allegro Smart!” umożliwiającą korzystanie z Benefitów.

**Dostawcy** – podmioty świadczące usługi w ramach metod dostawy Towarów określonych w art. II ust. 5 Regulaminu, nabywanych przez Użytkowników – Kupujących.

**Kod aktywujący Usługę** – ciąg cyfr i znaków służący do jednorazowej aktywacji Usługi lub gwarantujący dalsze jej świadczenie, otrzymany przez Użytkownika od Allegro lub podmiotów współpracujących z Allegro, na podstawie odrębnych umów, w szczególności, z tytułu akcji promocyjnych organizowanych przez Allegro lub te podmioty.

**Nabywca** – Użytkownik, któremu Allegro nadało Status Studenta, który korzysta z Usługi w ramach bezpłatnego, 6- miesięcznego okresu próbnego lub, który po 6-miesięcznym okresie próbnym zawarł kolejną umowę na świadczenie Usługi i odpłatnie nabył ją od Allegro bądź dokonał aktywacji Usługi za pomocą Kodu aktywującego Usługę.

**Okres Rozliczeniowy** – okres rozliczeniowy trwający 12 miesięcy kalendarzowych od momentu odpłatnego nabycia Usługi na zasadach wskazanych art. IV ust. 6 Regulaminu lub w przypadkach aktywacji Usługi za pomocą Kodu aktywującego Usługę, wskazany w tym kodzie okres wykonywania Usługi.

**Operator Płatności** – łącznie lub każdy z osobna z podmiotów świadczących usługę płatniczą opisanych w Regulaminie Serwisu lub załącznikach do Regulaminu Serwisu.

**Partner** - podmiot współpracujący z Allegro, który umożliwia Nabywcy korzystanie z Benefitów na zasadach wskazanych w Regulaminie i Regulaminie Partnera.

**Regulamin** – niniejszy regulamin, którego treść znajduje się na stronie: <https://na.allegro.pl/regulamin-allegro-smart-student>.

**Regulamin Serwisu** – regulamin Serwisu, którego treść znajduje się na stronie :[www.allegro.pl/regulamin](http://www.allegro.pl/regulamin).

**Serwis** – prowadzony w języku polskim serwis handlowy on-line w domenie allegro.pl o charakterze otwartym, w ramach którego organizowane są Transakcje, którego operatorem jest Allegro.

**Smart! Okazje** – przysługujące Nabywcy w okresie korzystania z Usługi dodatkowe rabaty na Oferty prezentowane w wydzielonej części Serwisu o nazwie "Smart! Okazje" lub wcześniejszy niż pozostali Użytkownicy dostęp do promocyjnych Ofert udostępnianych przez Allegro w ramach Serwisu.

Smart! Okazje dostępne są w ramach strony internetowej pod adresem: <https://allegro.pl/strefaokazji/smartokazje>.

**Status Studenta** - status nadawany przez Allegro Użytkownikom w ramach danego Konta będącymi studentami w rozumieniu ustawy z 27 lipca 2005 r. Prawo o szkolnictwie wyższym (DzU nr 164, poz. 1365 z późn. zm.) i którzy zostali pozytywnie zweryfikowani przez Allegro na zasadach określonych w art. IV ust.1.Regulaminu.

**Towary**– rzeczy oferowane do sprzedaży w Serwisie przez Sprzedających.

**Transakcje** – umowy sprzedaży Towarów zawierane pomiędzy Użytkownikami.

**Usługa Allegro Smart!** - usługa świadczona na zasadach wskazanych w regulaminie tej usługi dostępnym pod adresem: <https://na.allegro.pl/regulamin-allegro-smart>.

**Usługa Allegro Smart! Student** lub „Usługa” – odpłatna usługa skierowana do Kupujących, którym Allegro nadało Status Studenta, o której mowa w art. II ust. 2 poniżej. Korzystanie z Usługi odbywa się na takich samych zasadach technicznych jak korzystanie z Serwisu.

**Usługa Płatności** - usługa świadczona przez jednego z Operatorów Płatności.

**Użytkownik**– podmiot, który uzyskał dostęp do usług świadczonych przez Allegro w ramach Serwisu, na zasadach określonych w Regulaminie Serwisu.

Terminy pisane dużą literą niezdefiniowane w niniejszym art. I mają znaczenie nadane im w Regulaminie Serwisu.

## II. Warunki ogólne

1. Regulamin określa zasady i warunki świadczenia Usługi Allegro Smart! Student przez Allegro w ramach Serwisu.

2. Usługa Allegro Smart! Student obejmuje:

- możliwość jednorazowego, bezpłatnego korzystania z Usługi Allegro Smart ! Student w ramach okresu próbnego trwającego przez 6 miesięcy kalendarzowych, poczynając od momentu nadania Użytkownikowi Statusu Studenta, z możliwością zawarcia kolejnej umowy na świadczenie Usługi i płatnego nabycia jej po ww terminie na zasadach określonych w art IV ust 4-15 Regulaminu oraz;
- możliwość skorzystania, bez konieczności ponoszenia wskazanej przez Sprzedającego opłaty z tytułu dostawy Towarów, z określonych zgodnie z Regulaminem metod dostawy Towarów nabytych w Serwisie i ich zwrotów oraz
- możliwość korzystania z Benefitów; oraz
- dostęp do Smart! Okazji

3. Zawarcie Umowy na świadczenie Usługi Allegro Smart! Student w przypadkach, w których Użytkownik korzysta z Usługi Allegro Smart! możliwe jest po rozwiązaniu przez Użytkownika umowy

na świadczenie tej usługi poprzez skorzystanie z formularza kontaktowego, dostępnego pod adresem: <https://na.allegro.pl/smart-formularz-kontaktowy> i wybraniu tematu: „Rezygnacja”. Usługa ma charakter ciągły, z zastrzeżeniem, że Nabywca może zawrzeć w danym czasie wyłącznie jedną umowę na świadczenie Usługi niezależnie od liczby posiadanych przez siebie Kont. Zawarcie kolejnej umowy na świadczenie Usługi możliwe jest po rozwiązaniu wcześniejszej. Rozliczenie Usługi odbywa się w Okresach Rozliczeniowych.

4. Usługa pozwala na korzystanie przez Nabywców na warunkach określonych w Regulaminie:

a. z udostępnionych przez Sprzedających w ramach Oferty określonych zgodnie z art. II ust. 4 Regulaminu metod dostaw Towarów świadczonych przez Dostawców, bez konieczności ponoszenia wskazanej przez Sprzedającego opłaty z tytułu dostawy Towaru, na potrzeby realizacji umowy zawartej w ramach tej Oferty;

b. z bezpłatnego zwrotu Towarów, na zasadach określonych w art. III ust. 4 Regulaminu, w ramach Ofert, w których:

- udostępnione zostały metody dostawy, o których mowa pod lit. a powyżej oraz;
- w przypadku gdy Sprzedający określił wartość metody dostawy przy płatnościach z góry na kwotę 0 zł oraz przy założeniu, że dostawa Towarów w ramach tych Ofert była realizowana do automatu paczkowego (w tym paczkomatu) albo punktu odbioru a Sprzedający sam nie zagwarantował darmowego zwrotu.

5. Allegro zapewnia Nabywcom możliwość korzystania z dostaw Towarów świadczonych przez Dostawców w ramach następujących metod dostawy:

- przesyłek kurierskich,
- automatów paczkowych w łącznej liczbie nie mniejszej niż 5000, oraz
- punktów odbioru w łącznej liczbie nie mniejszej niż 13000. Allegro może na wybrany przez siebie okres poszerzyć (dodać) nowe metody dostaw objęte Usługą. Aktualna lista metod dostawy wraz z podaniem kwoty maksymalnego finansowanego w ramach Usługi kosztu jednorazowej dostawy dostępna jest w Serwisie pod adresem <https://na.allegro.pl/smart-metody-dostawy>.

6. Oferty Sprzedających, niezależnie od statusu ich Konta (Zwykłe/Firma), w których oferowane są metody dostaw objęte Usługą Allegro Smart! Student, są oznaczone specjalną ikoną ułatwiającą ich wyszukanie.

7. Dostawy realizowane w ramach Usługi dotyczą Ofert tych Sprzedających, którzy spełniają kryteria związane z bezpieczeństwem Transakcji i jakością świadczonych usług. Allegro dokonuje oceny, czy te kryteria zostały spełnione i w przypadku oceny pozytywnej, dokona odpowiedniego oznaczenia Oferty. Szczegółowe warunki odnoszące się do kryteriów, o których mowa w zdaniu poprzedzającym znajdują się w załączniku 12 art. III ust. 2 i 3 Regulaminu Serwisu.

8. Oznaczenie specjalną ikoną Usługi obejmować będzie, przy spełnieniu warunków, o których mowa w ust. 6 i 7 powyżej, również Oferty Sprzedających, o których mowa w art. II ust. 4 lit. b powyżej.

9. Dostawy realizowane w ramach Usługi Allegro Smart! Student mogą odbywać się wyłącznie na terytorium Polski (tj. z terytorium Polski na terytorium Polski).

10. Usługa oraz dostępne w jej ramach Benefity nie mogą być wykorzystane w celu dalszej odsprzedaży lub nieodpłatnego udostępnienia w Serwisie innym Użytkownikom, co oznacza, że są one świadczone wyłącznie na rzecz i na indywidualny użytek Nabywcy.

11. Realizacja dostaw Towarów objętych Usługą może się odbyć wyłącznie w związku z Transakcjami w Serwisie, w tym także za pośrednictwem Aplikacji Mobilnej.

12. Usługi dostaw Towarów świadczone są przez Dostawców, którzy odpowiadają w szczególności za jakość i terminowość dostawy Towarów, jak również za liczbę udostępnionych przez nich punktów odbioru przesyłek, z zastrzeżeniem zdania pierwszego w ust. 5 powyżej. Lista aktualnych punktów odbioru przesyłek wskazanych przez Dostawców oraz regulaminów świadczenia usług przez Dostawców, znajduje się tutaj: <https://na.allegro.pl/smart-metody-dostawy>.

13. Allegro informować będzie Nabywców o terminie zakończenia Okresu Rozliczeniowego, wykorzystując ich dane podane w ramach ustawień Konta.

14. Nabywcy w ramach Programu Ochrony Kupujących przysługuje prawo do rozpatrywania jego zapytań i zgłoszeń, w tym wypłaty rekompensat związanych z Programem Ochrony Kupujących, w terminie do 2 dni roboczych od chwili ich otrzymania z wyłączeniem sobót i niedziel oraz dni wolnych od pracy. Regulamin określający warunki i zasady korzystania z usługi Programu Ochrony Kupujących znajduje się pod adresem: <https://allegro.pl/regulamin/pl/zalacznik-9>.

15. Nabywca ma możliwość otrzymania dedykowanej oferty zawarcia umowy w ramach Allegro Pay, po spełnieniu warunków określonych w § 5 ust. 4 regulaminu Allegro Pay dostępnego pod adresem: <https://allegro.pl/regulaminy/regulamin-uslugi-allegro-pay-ID8OAPk4Lu6>.

### III. Zakres Usługi Allegro Smart! Student

1. Nabywca może skorzystać z Usługi Allegro Smart! Student w zakresie dostawy Towarów bez ponoszenia wskazanej przez Sprzedającego opłaty z tytułu dostawy (art. II ust. 4 lit. a Regulaminu) tylko przy Transakcjach, w których:

a. wartość Transakcji lub wartość sumy Transakcji (zawartych zarówno w trybie Licytacji jak i z wykorzystaniem opcji Kup Teraz) zawartych w ramach Oferty danego Sprzedającego nie jest niższa niż 40 zł, z zastrzeżeniem, że w przypadku metody dostawy w postaci przesyłek kurierskich przedmiotowa wartość wynosi nie mniej niż 100 zł, a zapłata za Transakcję/e nastąpiła za pośrednictwem Usługi Płatności oraz

b. wskazana przez Sprzedającego wartość jednorazowej dostawy dostępnej w ramach Oferty nie jest wyższa niż określono w tabeli <https://na.allegro.pl/smart-metody-dostawy> oraz przy założeniu, że przy zakupie przez Nabywcę wielu sztuk Towarów w ramach tej samej lub kilku Transakcji u tego samego Sprzedającego wartość dostawy:

- niezależnie od metody, przekracza 40 zł,
- w przypadku metody dostawy w postaci przesyłek kurierskich przedmiotowa wartość wynosi nie mniej niż 100 zł.

2. Nabywcy w okresie korzystania z Usługi przysługuje nielimitowana liczba dostaw, o których mowa w art. II ust. 4 Regulaminu.

3. W okresie korzystania z Usługi Nabywca może wskazać do 10 adresów, na które mogą być dostarczone Towary w ramach Usługi, bez ponoszenia wskazanej przez Sprzedającego opłaty z tytułu dostawy (art. II ust. 4 lit. a Regulaminu).

4. Allegro zapewnia Nabywcy bezpłatny zwrot Towarów zakupionych w ramach Ofert objętych Usługą, jak również w ramach Ofert, o których mowa w art. II ust. 4 lit. b powyżej w przypadku skorzystania przez Nabywcę z prawa odstąpienia od umowy, na następujących zasadach:

a. możliwe metody zwrotu Towarów określone są szczegółowo na liście dostępnej pod adresem: <https://na.allegro.pl/smart-metody-dostawy>;

b. Allegro może na wybrany przez siebie okres poszerzyć listę metod zwrotów Towarów objętych Usługą. Aktualna lista metod zwrotów Towarów dostępna jest pod adresem <https://na.allegro.pl/smart-metody-dostawy>;

c. Nabywcy przysługuje wyłącznie jednorazowy bezpłatny zwrot Towaru zakupionego w ramach danej Transakcji po uprzednim skorzystaniu przez niego z odpowiedniego formularza dostępnego w zakładce „Kupione”, w sekcji Moje Allegro;

d. Nabywcy nie przysługuje prawo skorzystania z bezpłatnego zwrotu Towaru w przypadku ustawowego wyłączenia prawa odstąpienia od umowy, zgodnie z art. 38 Ustawy o prawach konsumenta z dnia 30 maja 2014 r.

5. Usługą Allegro Smart! Student nie są objęte Oferty prezentowane w Serwisie przez apteki ogólnodostępne posiadające status Konta Firma oraz Oferty, o których mowa w art. 3.3. Regulaminu Serwisu, a także Oferty dostępne w ramach kategorii Dziecko> Karmienie dziecka> Żywność dla dzieci> Mleka modyfikowane> początkowe oraz kategorii Dom i Ogród> Wyposażenie> Ozdoby świąteczne i okolicznościowe> Fajerwerki.

6. W ramach Usługi, Nabywca uprawniony jest do korzystania z Benefitów określonych w art. V poniżej.

#### IV. Nadawanie Statusu Studenta i Aktywacja Usługi Allegro Smart! Student

1. W celu nadania Użytkownikowi Statusu Studenta, powinien on dokonać następujących czynności łącznie: 1.1 skorzystać z odpowiedniego formularza rejestracyjnego dostępnego na stronie: <https://allegro.pl/smart/student/rejestracja>, który Użytkownik zobowiązany jest wypełnić zgodnie z rzeczywistym stanem faktycznym i prawnym, umieszczając w nim odpowiednie dane i dokumenty;



a. w przypadkach, w których Allegro poinformuje Użytkownika, że nie ma technicznej możliwości przyporządkowania do danej uczelni wyższej, wskazanego przez Użytkownika adresu e-mail, który to adres powinien występować w domenie tej uczelni, Użytkownik powinien wskazać:

- nazwę uczelni wyższej
- imię nazwisko Użytkownika
- numer albumu
- skan lub zdjęcie legitymacji studenckiej

b. w przypadkach, w których Allegro poinformuje Użytkownika, że ma techniczną możliwość przyporządkowania do danej uczelni wyższej, wskazany przez Użytkownika adres e-mail, który to adres powinien występować w domenie tej uczelni Użytkownik powinien wskazać:

- nazwa uczelni wyższej
- adres e-mail w domenie uczelni wyższej

1.2. zaakceptować Regulamin. Po pozytywnej weryfikacji przez Allegro informacji zawartych w formularzu rejestracyjnym w przypadku, o którym mowa w ust. 1.1. lit. a na adres e-mail przypisany do Konta Użytkownika wysłana zostanie wiadomość, która zawierać będzie informację o nadaniu Statusu Studenta i aktywacji Usługi. W przypadku wskazanym w ust. 1.1. lit.b na wskazany przez Użytkownika adres e-mail w domenie uczelni wyższej zostanie wysłana wiadomość, która zawierać będzie informację o nadaniu Statusu Studenta, oraz link służący do aktywacji Usługi.

2. Z chwilą aktywacji Usługi następuje zawarcie umowy pomiędzy Nabywcą a Allegro, której przedmiotem jest Usługa Allegro Smart! Student świadczona przez Allegro na warunkach określonych w Regulaminie oraz zostaje wysłana wiadomość zawierająca inne wymagane prawem informacje.

3. Nabywca zobowiązany jest niezwłocznie poinformować Allegro o zmianie okoliczności mających wpływ na nadanie mu, czy posiadanie przez niego Statusu Studenta. W trakcie trwania umowy Allegro będzie uprawnione nie częściej, niż dwa razy do roku, do dokonywania weryfikacji zasadności posiadania przez Nabywcę Statusu Studenta i w przypadku negatywnego wyniku takiej weryfikacji, umowa z Allegro w przedmiocie świadczenia Usługi ulegnie rozwiązaniu, na zasadach określonych w art. IX ust. 3 poniżej.

4. Po upływie kolejnych 6 miesięcy kalendarzowych liczonych od momentu aktywacji Usługi, Nabywca ma możliwość odpłatnego jej nabycia na okres 12 miesięcy kalendarzowych za cenę 39 złotych brutto.

5. Zapłata za Usługę Allegro Smart! Student może nastąpić w drodze płatności dokonywanych za pośrednictwem Usługi Płatności, z wykorzystaniem metod płatności aktualnie udostępnianych przez Operatorów Płatności.

6. Korzystanie przez Nabywcę z Usługi po upływie 6 miesięcy kalendarzowych od jej aktywacji możliwe jest po dokonaniu przez Użytkownika płatności za korzystanie z Usługi, przy użyciu Usługi

Płatności (status płatności „Zakończona”) lub w chwili wprowadzenia Kodu aktywującego Usługę przez Użytkownika bądź przez Allegro w ramach odrębnych akcji promocyjnych.

7. W celu korzystania z Usługi po upływie 6 miesięcznego okresu próbnego, Nabywca powinien dokonać zakupu Usługi poprzez odpowiedni formularz dostępny w Serwisie, oraz wybrać przycisk "Kupuję i płacę". Niezwłocznie po wyborze przycisku "Kupuję i płacę" Użytkownik zostanie przeniesiony na stronę Operatora Płatności. W przypadku aktywowania Usługi przy użyciu Kodu aktywującego Usługę, Użytkownik powinien wypełnić odpowiedni formularz dostępny w Serwisie, w tym poprawnie wpisać Kod aktywujący Usługę, a następnie zaakceptować Regulamin.

8. Z chwilą potwierdzenia statusu płatności jako „Zakończona” bądź z chwilą wprowadzenia Kodu aktywującego Usługę, na adres e-mail Nabywcy, zostanie wysłana wiadomość potwierdzająca zawarcie kolejnej umowy pomiędzy Nabywcą a Allegro, której przedmiotem jest Usługa Allegro Smart! Student na warunkach określonych w Regulaminie oraz wiadomość zawierająca inne wymagane prawem informacje.

9. Faktury za odpłatne korzystanie z Usługi (tj. po upływie 6 miesięcznego okresu próbnego) są wystawiane na aktualne dane podane w ustawieniach Konta Nabywcy. Faktura wysyłana jest za pośrednictwem wiadomości e-mail na adres Nabywcy widniejący w ustawieniach Konta. Postanowienia załącznika nr 4 do Regulaminu Serwisu, część V lit. D ppkt 10 stosuje się odpowiednio.

10. Z zastrzeżeniem zdania trzeciego niniejszego ustępu, Płatność za korzystanie z Usługi dokonywana jest przy użyciu karty płatniczej (np. debetowej albo kredytowej), chyba, że Nabywca nie dysponuje takim środkiem płatności lub wybrał inny sposób jej opłacenia, w takiej sytuacji płatność za Usługę dokonywana jest przy użyciu innych dostępnych metod płatności. W przypadku płatności kartą płatniczą, Allegro ma prawo do automatycznego pobierania opłaty za Usługę z tej karty za kolejne analogiczne Okresy Rozliczeniowe, poprzez obciążenie rachunku Nabywcy kwotą opłaty za kolejny Okres Rozliczeniowy.

11. O ile Nabywca, po dniu otrzymania informacji, o której mowa w ust. 9 powyżej, wskaże w ustawieniach swojego Konta lub w procesie zakupowym Serwisu metodę płatności pozwalającą na cykliczne obciążanie rachunku Nabywcy, w tym kartę płatniczą (np. debetową albo kredytową) i o ile Nabywca nie wybrał dotychczas metody pozwalającej na cykliczne opłacanie Okresu Rozliczeniowego, Allegro automatycznie pobierze opłaty za korzystanie z Usługi przy użyciu tej metody za kolejny Okres Rozliczeniowy poprzez obciążenie rachunku Nabywcy kwotą opłaty za kolejny Okres Rozliczeniowy.

12. W sytuacji, o której mowa w ust. 10 i 11 powyżej, Nabywca może w każdym czasie zrezygnować z automatycznego odnowienia płatności, poprzez skorzystanie z formularza kontaktowego dostępnego na stronie: <https://na.allegro.pl/smart-wylaczenie-platnosci>. Opłata za kolejny Okres Rozliczeniowy, w sytuacji, o której mowa w ust. 10 i 11 powyżej, pobierana jest pierwszego dnia kolejnego Okresu Rozliczeniowego następującego po Okresie Rozliczeniowym, za który Dalsze korzystanie z Usługi zostało opłacone.

13. Jeżeli w przypadku, o którym mowa w ust. 10 i 11 powyżej z jakiegokolwiek przyczyny (np. brak środków, odmowa z banku) płatność za Usługę nie może zostać pobrana, Allegro wyśle do Nabywcy oświadczenie, o którym mowa w art. IX ust. 3 poniżej wraz z informacją, że Allegro przez okres 14 dni od momentu zakończenia poprzedniego Okresu Rozliczeniowego podejmować będzie ponowne próby obciążenia rachunku Nabywcy oraz z zastrzeżeniem, że w przypadku, gdy próby te okażą się bezskuteczne, umowa z Allegro na świadczenie Usługi rozwiąże się po tym czasie.

14. W przypadkach, w których Nabywca dokonał uprzednio płatności za korzystanie z Usługi i znajduje się w posiadaniu Kodu aktywującego Usługę, może przed końcem Okresu Rozliczeniowego odnoszącego się do tej płatności, dokonać wprowadzenia Kodu aktywującego Usługę na zasadach opisanych w art. IV ust. 7 Regulaminu i w dalszym ciągu korzystać z Usługi przez okres wskazany w Kodzie aktywującym Usługę.

## V. Benefity dla Nabywców w związku z Usługą Allegro Smart! Student

1. W ramach Usługi, Allegro zapewnia Nabywcom dostęp do Centrum Benefitów.
2. Centrum Benefitów zawiera katalog, w którym udostępniane są Benefity aktualnie oferowane Nabywcom przez Partnerów.
3. Lista Benefitów każdorazowo udostępnianych w Centrum Benefitów w danym okresie dostępna jest pod adresem: <https://allegro.pl/smart/student> oraz w Załączniku nr 2 do Regulaminu: „Katalog Benefitów Usługi Allegro Smart! Student”. Dokument ten określa również warunki świadczenia każdego z Benefitów przez Partnera ze wskazaniem okresu dostępności.
4. Katalog Benefitów udostępnianych w Centrum Benefitów wynika z aktualnych ofert Partnerów.
5. Benefity świadczone są przez Partnerów, na warunkach wskazanych w Centrum Benefitów oraz w Załączniku nr 2 do Regulaminu „Katalog Benefitów Usługi Allegro Smart! Student” i wynikających z regulaminu każdego Partnera.
6. Wykorzystanie Benefitu jest możliwe za pomocą kodu udostępnionego w Centrum Benefitów, który następnie powinien być aktywowany przez Nabywcę na stronach internetowych Partnerów lub w aplikacjach mobilnych Partnerów lub w Punktach stacjonarnych Partnerów.
7. Warunkiem korzystania z określonego Benefitu jest uprzednia akceptacja właściwego regulaminu w przedmiocie usługi, którego Benefit dotyczy, wyrażona na stronach internetowych Partnerów lub w aplikacjach mobilnych Partnerów.
8. Przekazywanie niektórych Benefitów odbywać się będzie w ramach sprzedaży premiowej związanej z nabyciem Usługi. Ich wartość nie przekracza limitów uprawniających do skorzystania ze zwolnienia z podatku dochodowego od osób fizycznych.

## VI. Dane osobowe

1. Allegro jest administratorem w odniesieniu do danych osobowych Użytkowników, w tym Nabywców w związku z oferowaniem w ramach Serwisu Usługi Allegro Smart! Student w

rozumieniu art. 4 pkt. 7 Rozporządzenia Parlamentu Europejskiego i Rady (UE) 2016/679 z dnia 27 kwietnia 2016 r. w sprawie ochrony osób fizycznych w związku z przetwarzaniem danych osobowych i w sprawie swobodnego przepływu takich danych oraz uchylenia dyrektywy 95/46/WE (ogólne rozporządzenie o ochronie danych) („RODO”).

2. W zakresie związanym z realizowaniem usługi dostawy Towarów świadczonych przez Dostawców lub świadczenia Benefitów administratorem w odniesieniu do danych osobowych Nabywców są również Dostawcy lub Partnerzy. Szczegółowe zasady dotyczące przetwarzania danych osobowych Nabywców przez Dostawców lub Partnerów w związku z Usługą zawarte są w regulaminach usług każdego Dostawcy lub Partnera.

3. Użytkownik może się zwrócić do Allegro, wykorzystując adres mailowy: [iod@allegro.pl](mailto:iod@allegro.pl), jeżeli ma pytania dotyczące przetwarzania jego danych osobowych przez Allegro.

4. Dane osobowe Użytkowników w tym Nabywców przetwarzane są przez Allegro dla celów udostępnienia i wykonania Usługi, wykonania obowiązków rozliczeniowych i podatkowych związanych z Usługą, a także dla celów kontaktu, w tym w związku ze składanymi reklamacjami. Allegro przetwarza dane osobowe także dla celów statystycznych, zapewnienia rozliczalności wykonania obowiązków Allegro wynikających z przepisów prawa oraz dla celów ustalenia, dochodzenia lub obrony roszczeń.

5. Dane osobowe przetwarzane są przez Allegro zgodnie z obowiązującymi przepisami prawa, w szczególności z przepisami RODO.

6. Dane osobowe przetwarzane przez Allegro obejmują: dane adekwatne do typu Konta w Serwisie obejmujące: nick (login), nazwiska i imiona, adres zamieszkania lub pobytu, Numer Identyfikacji Podatkowej, numer telefonu, adres e-mail, nr listu przewozowego, adres dostawy i zwrotu Towaru. Ponadto, Allegro przetwarza dodatkowe dane osobowe w celu realizacji Usługi, weryfikacji Statusu Studenta lub weryfikacji możliwości przyznania Statusu Studenta. Dodatkowe dane osobowe obejmują: wizerunek utrwalony na skanie legitymacji studenckiej, numer albumu, adres e-mail w domenie uczelni.

7. Dane osobowe Nabywców będą przetwarzane przez Allegro przez okres świadczenia Usługi Allegro Smart! Student oraz przez 6 lat po zakończeniu roku, w którym Umowa została rozwiązana, dla celów rozliczeniowo - podatkowych. Po upływie tych okresów dane osobowe Nabywców zostaną trwale usunięte, z zastrzeżeniem danych osobowych, które będą niezbędne do zapewnienia rozliczalności Allegro z wykonania obowiązków wynikających z przepisów prawa. W zakresie dodatkowych danych osobowych, koniecznych do realizacji Usługi, weryfikacji Statusu Studenta lub weryfikacji możliwości przyznania Statusu Studenta dane są przetwarzane przez okres świadczenia Usługi Allegro Smart! Student oraz przez okres 3 lat licząc od momentu zaprzestania korzystania z Usługi. Dane osobowe obejmujące wizerunek utrwalony na skanie legitymacji studenckiej przetwarzane są wyłącznie w celu określonym w tym Regulaminie i są przeznaczone do usunięcia niezwłocznie po realizacji tego celu.

8. Dane osobowe Nabywców mogą być przekazane:

- a. Dostawcom w celach zapewniania rozliczalności Allegro z wykonania obowiązków wynikających z umów zawartych z tymi Dostawcami;
- b. Dostawcom - na życzenie Nabywców - w celu przekazania zapytań dotyczących usług przez nich realizowanych;
- c. podmiotom uprawnionym do ich otrzymania na mocy obowiązujących przepisów prawa, w tym właściwym organom wymiaru sprawiedliwości;
- d. Dostawcom w celu rozpatrywania przez nich reklamacji zgłaszanych przez Nabywców.

9. Allegro umożliwia Użytkownikom, w tym Nabywcom realizację uprawnień przysługujących im w odniesieniu do przetwarzanych danych osobowych tj. prawa dostępu do danych, prawa do sprostowania danych, prawa do usunięcia danych („prawa do bycia zapomnianym”), prawa do ograniczenia przetwarzania, prawa do przenoszenia danych, prawa do sprzeciwu wobec przetwarzania, prawa do niepodlegania zautomatyzowanemu podejmowaniu decyzji, w tym profilowaniu.

10. Użytkownik może wnieść skargę w związku z przetwarzaniem jego danych osobowych przez Allegro do organu nadzorczego, tj. Prezesa Urzędu Ochrony Danych Osobowych, ul. Stawki 2, 00-193, Warszawa.

## VII. Reklamacje

1. Użytkownik może złożyć reklamację, jeżeli usługi przewidziane w niniejszym Regulaminie nie są realizowane przez Allegro lub są realizowane nienależycie, niezgodnie z postanowieniami Regulaminu.

2. Reklamacje dotyczące usług realizowanych przez Dostawców rozpatrywane są przez nich na zasadach wskazanych w regulaminach usług świadczonych przez Dostawców.

3. Wszelkie reklamacje, o których mowa w ust 1 powyżej będą rozpatrywane przez Allegro w ciągu 14 (czternastu) dni od daty złożenia reklamacji przez Użytkownika.

4. Reklamacje dotyczące Usług mogą być składane listownie na adres Allegro lub drogą elektroniczną przy wykorzystaniu formularza kontaktowego dostępnego pod adresem: <https://na.allegro.pl/smart-formularz-kontaktowy>.

5. Użytkownik może kontaktować się z Allegro w sprawie usług świadczonych na podstawie Regulaminu w formie:

a. pisemnej na adres: 60-166 Poznań, ul. Grunwaldzka 182; b. za pomocą formularza kontaktowego dostępnego pod adresem: <https://na.allegro.pl/smart-formularz-kontaktowy>.

6. Reklamacje dotyczące nieprawidłowego działania kodu aktywującego Benefit (o którym mowa w art. V ust. 6 powyżej) rozpoznaje Allegro zgodnie z opisaną powyżej procedurą. Reklamacje dotyczące realizacji danego Benefitu, należy składać bezpośrednio w terminach i na adresy

właściwego Partnera dostępne na stronie: <https://allegro.pl/smart/student>. Zasady rozpatrywania tych reklamacji wskazane są bezpośrednio w regulaminach Partnerów.

## VIII. Odstąpienie od Umowy

1. Nabywca będący konsumentem ma ustawowe prawo do odstąpienia od umowy, której przedmiotem jest świadczenie Usługi, bez podania przyczyny w terminie 14 dni od dnia jej zawarcia. Zasady odstąpienia od umowy, w tym wzór formularza o odstąpieniu od umowy, z którego Nabywca może skorzystać, określone są w pouczeniu stanowiącym Załącznik nr 1 do Regulaminu.

2. Po skutecznym dokonaniu odstąpienia od umowy której zawarcie opisuje art. IV ust. 8 powyżej, Allegro niezwłocznie (nie później niż w terminie 14 dni od dnia otrzymania oświadczenia o odstąpieniu) zwraca Nabywcy należną kwotę, z uwzględnieniem wybranej przez Nabywcę opcji płatności za świadczoną Usługę.

## IX. Rozwiązanie Umowy

1. Umowa z Allegro w przedmiocie świadczenia Usługi może być rozwiązana w każdym czasie przez Nabywcę za 14-dniowym wypowiedzeniem, poprzez złożenie rezygnacji w stosunku do Allegro, z zastrzeżeniem, że rekomendowanym sposobem wypowiedzenia umowy jest skorzystanie z formularza kontaktowego, dostępnego pod adresem: <https://na.allegro.pl/smart-formularz-kontaktowy> i wybraniu tematu: „Rezygnacja”.

2. Nabywca może wypowiedzieć umowę o świadczenie Usługi Allegro Smart! Student w każdym czasie ze skutkiem natychmiastowym, w sposób opisany w ust. 1 powyżej, w przypadku rażącego naruszenia przez Allegro postanowień Regulaminu.

3. Umowa z Allegro w przedmiocie świadczenia Usługi może być rozwiązana przez Allegro poprzez złożenie oświadczenia drogą elektroniczną na adres e-mail Nabywcy podany w ustawieniach jego Konta (dalej „Oświadczenie”), w przypadkach, w którym Nabywca utracił Status Studenta, a także gdy po upływie danego Okresu Rozliczeniowego, Nabywca lub Allegro (w sytuacji, o której mowa w art. IV ust. 11 lub 12 powyżej) nie dokona kolejnej płatności za korzystanie z Usługi, w terminie 14 dni od dnia upływu poprzedniego Okresu Rozliczeniowego. W sytuacji, o której mowa w zdaniu poprzednim, umowa z Allegro na świadczenie Usługi ulegnie rozwiązaniu po upływie 14 dni liczonych od dnia złożenia Oświadczenia, z zastrzeżeniem sytuacji, o której mowa w art. IV ust. 16 powyżej.

4. W przypadku, gdy działania Nabywcy naruszają postanowienia Regulaminu lub gdy Nabywca podjął jakiegokolwiek działania, które negatywnie wpływają na bezpieczeństwo funkcjonowania Serwisu, szkodzą innym Użytkownikom lub są sprzeczne z założeniami Usługi Allegro Smart! opisanymi w Regulaminie, bądź mające na celu ominięcie zabezpieczeń stosowanych przez Allegro lub polegające na fałszowaniu danych w ramach Usługi, Allegro ma prawo dokonać zawieszenia świadczenia Usługi na rzecz Nabywcy. Jednocześnie postanowienia art. 8.4. Regulaminu Serwisu stosuje się odpowiednio.

5. W przypadkach, o których mowa w ust. 1, 2, 3 i 4 powyżej, Allegro dokona zwrotu Nabywcy odpowiedniej kwoty, obliczonej proporcjonalnie do czasu Dalszego korzystania z Usługi, a jej zwrot następuje z uwzględnieniem wybranej przez Nabywcę opcji płatności za Dalsze korzystanie z Usługi.

## X. Postanowienia końcowe

1. Allegro zastrzega sobie prawo dokonywania zmian w Regulaminie ze względu na:

- a. zmianę przepisów prawa, mającą bezpośredni wpływ na treść Regulaminu;
- b. nałożenie określonych obowiązków przez organy państwa, mające bezpośredni wpływ na treść Regulaminu;
- c. zmianę ceny za Usługę;
- d. usprawnienie działania Usługi lub obsługi Użytkowników;
- e. poprawę ochrony prywatności Użytkowników;
- f. zapobieganie nadużyciom;
- g. względy bezpieczeństwa;
- h. zmianę warunków świadczenia Usługi;
- i. zmiany redakcyjne;

z zastrzeżeniem, że zmiana ceny za Usługę oraz zmiana warunków świadczenia Usługi nie ma zastosowania do trwającego Okresu Rozliczeniowego, chyba że zmiana ma na celu wyłącznie poprawę sytuacji Nabywcy lub wynika z okoliczności niezależnych od Allegro.

2. Treść niniejszego Regulaminu jak i wszelkie jego zmiany, udostępnione są na stronie internetowej <https://na.allegro.pl/regulamin-allegro-smart-student>. Nabywca zostanie dodatkowo powiadomiony o zmianach Regulaminu za pośrednictwem poczty elektronicznej.

3. Zmiana ta staje się skuteczna w terminie wskazanym przez Allegro.pl nie krótszym niż 15 dni od momentu powiadomienia Użytkowników o zmianach. Allegro.pl może wprowadzić zmianę Regulaminu bez zachowania 15-dniowego terminu, o którym mowa powyżej, w tym ze skutkiem natychmiastowym, w przypadku, gdy:

- a. podlega obowiązkowi prawnemu lub regulacyjnemu, na podstawie którego zobowiązana jest do zmiany Regulaminu w sposób, który uniemożliwia jej dotrzymanie wyżej wymienionego 15-dniowego okresu powiadomienia,
- b. musi w drodze wyjątku zmienić Regulamin, aby przeciwdziałać nieprzewidzianemu i bezpośredniemu zagrożeniu związanemu z ochroną usług pośrednictwa internetowego, Użytkowników przed oszustwami, złośliwym oprogramowaniem, spamem, naruszeniem danych lub innymi zagrożeniami dla cyberbezpieczeństwa.

c. zmiana ma na celu poprawę sytuacji Nabywcy lub wynika z okoliczności niezależnych od Allegro.

4. Nabywca może odmówić akceptacji zmian Regulaminu poprzez złożenie rezygnacji na zasadach określonych w art. IX ust. 1 powyżej. Niezłożenie rezygnacji, o której mowa w zdaniu poprzedzającym jest uznawane za ich akceptację przez Nabywcę. Odmowa akceptacji zmian jest równoznaczna z rozwiązaniem umowy na świadczenie Usługi pomiędzy Nabywcą a Allegro - postanowienia art. IX ust. 5 powyżej stosuje się odpowiednio. W okresie wypowiedzenia, Nabywcę obowiązuje brzmienie Regulaminu sprzed dokonanej zmiany.

5. Allegro zastrzega możliwość czasowych modyfikacji zasad wskazanych w niniejszym Regulaminie w przypadku akcji promocyjnych organizowanych przez Allegro lub jej partnerów biznesowych, które mają na celu poprawę sytuacji Nabywcy. Zasady akcji promocyjnych będą każdorazowo wskazane w poszczególnych regulaminach przedmiotowych akcji promocyjnych.

6. Do wszelkich spraw nieuregulowanych w niniejszym Regulaminie będą miały zastosowanie postanowienia Regulaminu Serwisu (w tym załącznika nr 5 do tego regulaminu- polityka prywatności) oraz powszechnie obowiązujące przepisy prawa polskiego.

7. W przypadku sprzeczności Regulaminu z Regulaminem Serwisu, dostępnym na stronie internetowej [www.allegro.pl/regulamin](http://www.allegro.pl/regulamin), zastosowanie znajdują postanowienia niniejszego Regulaminu.

8. Nabywca będący konsumentem ma możliwość skorzystania z pozasądowego sposobu rozpatrywania reklamacji i dochodzenia roszczeń przed Stałym Polubownym Sądem Konsumenckim przy Inspekcji Handlowej w Poznaniu. Informacje o sposobie dostępu do ww. trybu i procedur rozstrzygania sporów znajdują się pod następującym adresem: [https://www.uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumentckich.php](https://www.uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumentckich.php).

Nabywca będący konsumentem ma również możliwość skorzystania z unijnej platformy internetowej ADR, dostępnej pod adresem internetowym: <http://ec.europa.eu/consumers/odr/>. Nabywca będący konsumentem może również wytoczyć powództwo przed właściwym sądem powszechnym.

## **Załącznik nr 1**

### **Pouczenie o odstąpieniu od umowy przez konsumenta oraz wzór oświadczenia o odstąpieniu.**

Jeżeli jesteś konsumentem, w ciągu 14 dni od zawarcia umowy z Allegro o świadczenie Usługi Allegro Smart! Student, możesz od niej odstąpić bez podawania jakiegokolwiek przyczyny. Aby to zrobić, poinformuj nas o swojej decyzji, korzystając z formularza kontaktowego dostępnego pod adresem: <https://na.allegro.pl/smart-formularz-kontaktowy>. Możesz skorzystać ze wzoru odstąpienia od umowy, który znajdziesz poniżej. Do zachowania terminu wystarczy, że przed jego upływem wyślesz oświadczenie. WZÓR FORMULARZA Odstąpienia od umowy (formularz ten należy wypełnić i odesłać tylko w przypadku chęci odstąpienia od umowy) na adres: Allegro.pl sp. z o.o. ul. Grunwaldzka 182 60-166 Poznań lub korzystając z formularza kontaktowego dostępnego pod adresem: <https://na.allegro.pl/smart-formularz-kontaktowy>. Treść oświadczenia: Ja



..... niniejszym informuję o moim odstąpieniu od umowy o świadczenie Usługi Allegro Smart! Student. Data zawarcia umowy to ....., Imię i nazwisko..... Login Allegro.....

## **Załącznik nr 2**

### **Katalog Benefitów Usługi Allegro Smart! Student**

Benefity stanowią integralną część Usługi, należą do nich:

a.Benefit „Blinkee” w postaci jednego kodu w każdym miesiącu korzystania z Usługi, uprawniającego Nabywcę do 20% zniżki na maksymalnie 20 przejazdów na terenie Polski w danym miesiącu: hulajnogami elektrycznymi, skuterami, rowerami miejskimi. Kod może zostać wykorzystany przez Nabywcę w aplikacji mobilnej Blinkee. Benefit „Blinkee” nie może być wykorzystywany przez Nabywcę w celach zarobkowych. Zasady korzystania z usług świadczonych w ramach Benefitu „Blinkee” określone zostały w regulaminie dostępnym na stronie: <https://blinkee.city/pl/terms/service>

b.Benefit „Multikino” w postaci:

- jednego kodu, który uprawnia Nabywcę do szesnastokrotnego skorzystania w ramach danego miesiąca z: 20 % zniżki od ceny biletów Standard lub Student w sieci kin Multikino na filmy będące w aktualnym repertuarze Partnera, lub bezpłatnego korzystania z usługi Fotel VIP (Fotel VIP nie obowiązuje w Multikino Kielce) lub Super VIP, który obowiązuje w lokalizacjach wskazanych pod adresem: <https://multikino.pl/supervip> przy zakupie biletu na seanse będących w aktualnym repertuarze kin Multikino, lub możliwość nabycia biletu na Maraton Filmowy w cenie 19,90 zł (za wyjątkiem tzw. Projekcji Specjalnych – tj. projekcji na seanse odbywające się w kinach Partnera spoza bieżącego repertuaru, takie jak: transmisje i retransmisje wydarzeń sportowych i muzycznych, Poranki Filmowe, Opera HD, Kino Na Obcasach, Multibabykino, pokazy Akademii Filmowej, pokazy na zaproszenie). Powyższy kod może zostać wykorzystany przez Nabywcę wyłącznie w ramach strony internetowej: <https://multikino.pl/> lub w ramach aplikacji mobilnej Multikina oraz,
- jednego kodu uprawniającego Nabywcę do dokonania w ramach danego miesiąca 8 zakupów specjalnego zestawu barowego o nazwie: „Allegro Smart! Student” w cenie 12,90 zł, w skład którego wchodzi: średni napój (0,5 l) i średni popcorn (2,4 l). Kod może być zrealizowany przez Nabywcę we wszystkich kasach sieci kin Multikino na terytorium Polski. Zasady korzystania z usług świadczonych w ramach Benefitu „Multikino” określone zostały na stronie: <https://multikino.pl/informacje/regulaminy>

c.Benefit „Flixbus” w postaci jednego kodu w każdym miesiącu korzystania z Usługi, uprawniającego Nabywcę do 20 % zniżki przy jednorazowym zakupie biletów (niezależnie od liczby tych biletów) uprawniających do korzystania z usług Partnera na połączenia krajowe i zagraniczne z przystankiem początkowym lub końcowym w Polsce przewoźnika FlixBus Polska Sp. z o.o. Kod może zostać wykorzystany w aplikacji mobilnej Partnera lub na stronie internetowej pod

adresem: <https://www.flixbus.pl/>. Zasady korzystania z usług świadczonych w ramach Benefitu „FlixBus” określone zostały na stronie: <https://www.flixbus.pl/ogolne-warunki-handlowe-i-rezerwacji> lub <https://www.flixbus.pl//ogolne-warunki-przewozu-firmy-flixbus>. Nabywca nie może wykorzystać Benefitu „Flixbus” łącznie z innymi zniżkami oferowanymi przez Partnera w ramach organizowanych przez niego akcji promocyjnych.

d. Benefit „T-Mobile” w postaci jednego kodu w każdym miesiącu korzystania z Usługi, uprawniający Nabywcę do aktywacji jednorazowego pakietu danych 7 GB internetu dla abonentów Partnera korzystających z: taryfy T lub T-Data, systemu Mix, z taryfy Frii Mix lub Nabywców będących użytkownikami systemu T-Mobile na kartę korzystający z taryfy GO!, Frii, Hot, Nowy Tak Tak lub Happy. W celu skorzystania z Benefitu „T-Mobile”, Nabywca zobowiązany jest wysłać udostępniony mu kod na numer telefonu wskazany każdorazowo w Centrum Benefitów. Benefit „T-Mobile” dedykowany jest wyłącznie Nabywcom korzystających z usługi „T-Mobile” na kartę lub w abonamencie lub w Mix, świadczonych przez Partnera. Zasady korzystania z usług świadczonych w ramach Benefitu „T-Mobile” określone zostały na stronie: <https://www.t-mobile.pl/pl/dlaciebie/obsługa-klienta/informacje-i-pomoc/cenniki-i-dokumenty>

e. Benefit „Heyah” w postaci jednego kodu w każdym miesiącu korzystania z Usługi, uprawniający Nabywcę, będącego użytkownikiem Heyah na kartę korzystającym z taryfy: Dniówka, do aktywacji jednorazowego pakietu danych 7 GB internetu. W celu skorzystania z Benefitu „Heyah”, Nabywca zobowiązany jest wysłać udostępniony mu kod na numer telefonu wskazany każdorazowo w Centrum Benefitów. Benefit „Heyah” dedykowany jest wyłącznie Nabywcom korzystających z usługi „Heyah” na kartę świadczonej przez Partnera. Zasady korzystania z usług świadczonych w ramach Benefitu „Heyah” określone zostały na stronie: <http://www.heyah.pl/regulaminy/na-karte-pozostale-oferty>

Okres dostępności Benefitów: 15.10.2020 r. do 15.10.2021 r.