

Allegro User Agreement

(...)

Article 2. TERMS AND CONDITIONS OF PARTICIPATION IN ALLEGRO

(...)

2.9.

The User shall gain access to the Account on Allegro after entering their:

- username or e-mail address or phone number, and
- 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 User shall gain access to the Account on Allegro after entering their username or address. The use of automated solutions, in particular automatic login software, shall be at the risk of the User using such software.

(...)

Article 3. LISTINGS

(...)

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 6. COURSE OF TRANSACTION

(...)

6.3.

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

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.

(...)

6.5.

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

a. on a Bidder’s request or

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

Except that for Listings in the following categories:

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

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

(...)

Article 8. ROLE OF ALLEGRO

(...)

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.

(...)

8.12.

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.

(...)

Article 13. PRIVACY AND CONFIDENTIALITY

(...)

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.

13.76.

Ended Listings may be published in 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.

(...)

Appendix No. 1.

Appendix No. 1. Forbidden and restricted items

Article 1. Forbidden items

The following Items may not be offered in Listings:

(...)

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 in the form of the so-called "video on demand", e.g. Netflix, Showmax, 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"):

(...)

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. 4

Appendix no. 4 Fees and commissions

(...)

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.

(...)

Part III. Sale commissions

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%
"Online courses"	5%

Part IV A. Fees in Allegro Lokalnie

(...)

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 visible only in Allegro: 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.

(...)

Part V. Delivery and additional services costs

1. Allegro Smart! - Delivery Service – InPost – additional services and fees 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. The main cost of the Items' delivery will be covered as part of the Allegro Smart! service purchased by the Buyer; aAll aAdditional sServices strictly relating to the Items' delivery under the Allegro Smart! sService are paid by the Seller as per the table below.

Additional services and fees

Additional sService	CODE	Gross fee
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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 event 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 event 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.

Fees will be added to the bill in the next settlement period following the period in which the services were provided.

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 **as part of 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 175 cm, sum of width, length and height max 300cm)	DPD_P1_KURIER	PLN 11.99

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:

Additional Service	CODE	Gross fee
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	DPD_N28_DOR_GAB_S2	PLN 10.99

WEIGHING MORE THAN 31.5 kg/PALLET*		
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

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, such as: Redirecting a parcel or Returning a parcel will be added to the Seller's account in the month in which the services were provided. 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.**

The fees for other Additional Services will be added to the Seller's account in the month following the month in which the services were provided or in the following months after the provision of

these services, depending on the date of providing information about the basis for calculating these fees by Allegro.pl.

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 as part of 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 cm; the longest side max. 50 cm; the shortest side max. 6 cm)	PP_P5_PRZESYLKA_POLECONA	PLN 6,49

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:

Additional Service	CODE	Gross fee
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:

Additional Service	CODE	Gross fee
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	PP_U6_250000	0.2% of the declared value

PLN 250,000		
Handle with care	PP_N3_OSTROZNIIE	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	PP_P1_KURIER_48 (for the first package in the shipment) PP_P6_KURIER_48_POD (for the	PLN 3.99

package parameters: max. weight 30 kg; max. total of all dimensions: length+width+height up to 250 cm; the longest side max. 150 cm)	subsequent package in the shipment)	
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

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

Additional Service	CODE	Gross fee
Additional cover for the parcel for up to PLN 1,000	PP_U1_001000	included in the Service price
Additional cover for the parcel	PP_U2_005000	PLN 0,90

for up to PLN 5,000		
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 will be added to the Seller's account in the month in which such services were provided. 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.

The fees for Additional Services will be added to the Seller's account in the month following the month in which such services were provided.

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 as part of 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, the longest side max 100 cm, the second longest side max 76 cm, the sum of	UPS_P1_KURIER_STANDARD	PLN 10.99	PLN 3.99

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:

Additional Service	CODE	Gross fee as part of the Delivery Service	Gross fee as part of the Allegro Smart!Service
Surcharge for a package weighing from 5.01 to 10 kg (real or dimensional weight)	UPS_N25_DOPLATA510	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_DOPLATA1030	PLN 9.00	PLN 9.00
Surcharge for a package weighing from 30 to 70 kg (real or dimensional weight)	UPS_N2_DOPLATA3070	PLN 59.00	PLN 59.00
Return to the Seller of a package weighing up to 5 kg real or dimensional weight, with	UPS_N3_ZWROT5	PLN 10.99	PLN 10.99

<p>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)</p>			
<p>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)</p>	<p>UPS_N4_ZWROT510</p>	<p>PLN 12.99</p>	<p>PLN 12.99</p>
<p>Return to the Seller of a package weighing from 10 to 30 kg real or dimensional weight, with the following max</p>	<p>UPS_N5_ZWROT1030</p>	<p>PLN 19.99</p>	<p>PLN 19.99</p>

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)			
Return to the Seller of a package (weighing from 30 to 70 kg real or dimensional weight)	UPS_N6_ZWROT3070	PLN 69.99	PLN 69.99
Delivery on Saturday	UPS_N7_DOR_SOBOTA	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_ODBIORADHOC	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	UPS_N10_NIESTANDARD_DOPLATA	PLN 18.45	PLN 18.45

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)			
Print Return Label	UPS_N11_LABELPRINT_DOPLATA	included in the Service price	included in the Service price
Fuel Surcharge	UPS_N12_FUEL_DOPLATA	included in the Service price	included in the Service price
Residential Delivery (to a private address)	UPS_N13_ADRESPRIV_DOPLATA	included in the Service price	included in the Service price
Indicated Address Delivery	UPS_N14_POINTADDRESS_DOPLATA	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_POD_STANDARD	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)	UPS_N22_POWLIMT_DOPLATA	PLN 559.47	PLN 559.47

for the package can be found in section g. below the Additional Services table and UPS Terms and Conditions)			
Manual Waybill Fee	UPS_N23_WAYBILL_STANDARD	PLN 7.38	PLN 7.38
Address Verification	UPS_N24_WERYFADRES_DOPLATA	PLN 21.65	PLN 21.65

d. The fees for the Services will be added to the Seller's account in the month in which such Services were provided. 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.

The fees for Additional Services will be added to the Seller's account in the month following the month in which such Additional Services were provided.

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 x width) + (2 x 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.

(...)

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

(...)

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

(...)

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.

(...)

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

(...)

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

Purpose of processing Personal Data	Legal grounds for processing Personal Data	Period of storage of Personal Data for the specific purpose (retention period)
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<p>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);</p>	<p>Article 6(1)(b) GDPR (necessary for performance of a contract)</p>	<p>Until the termination of the services</p>
<p>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</p>	<p>Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in responding to received queries)</p>	<p>Until a reply is given or the request is granted</p>
<p>Preventing violations in communication</p>	<p>Article 6(1)(f) GDPR (legitimate interest of Allegro.pl in ensuring the security of services)</p>	<p>Until the end of the communication</p>
<p>Application and development</p>	<p>Article 6(1)(f) of the GDPR (improving the algorithm for</p>	<p>For a period of 12 months from the time when a particular message is sent</p>

of automated communication channels (machine learning)	the functioning of automated communication channels).	
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	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

(...)

Appendix No. 9

Appendix No. 9: Buyer Protection Programme — Terms and Conditions

Part I. General principles

(...)

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 amount of the compensation referred to in section 3 above shall not be higher than PLN 100.

54. 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.

(...)

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:

(...)

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: <https://www.dpd.com.pl/var/dpd/storage/original/application/9852d12993a5a4d68f5da09f2a0a2b8d.pdf> the General Terms and Conditions of Service Provision in International Trade which is available](#)

<https://www.dpd.com.pl/var/dpd/storage/original/application/8a49ff31e0ebdc0bf06f07e4e75283e9.pdf> and the Detailed Terms and Conditions of Service Provision available at: <https://www.dpd.com.pl/var/dpd/storage/original/application/cff8db407f648671b42d6dbc7d2301af.pdf> 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 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-uslugipocztowejniepowszechnej-pod-nazwa-handlowa-przesylka-firmowa-ecommercevKYv9Bb1xi4>

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

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-handlowaprzesylka-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;

(...)

Appendix No. 13

Appendix No. 13. Allegro Lokalnie

(...)

Article 3. Announcements

(...)

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, **except for the subcategories: "Cars", "Motorcycles and quads", "Machines", "Trailers, semitrailers" and "Other vehicles and boats"**. 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

(...)

4.13. 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. **Announcements with "Buy It Now" option and Announcement with Bidding may not be published also in the subcategories: "Cars", "Motorcycles and quads", "Machines", "Trailers, semitrailers" and "Other vehicles and boats" in the "Automotive" category.**

(...)

Article 5. Transactions made as part of Announcements

(...)

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 9. Non-availability of certain services and functionalities within Allegro Lokalnie

(...)

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

(...)

10.3. 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 10,000 (say: ten thousand zlotys).**
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.

(...)

10.7. 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 10,000 (say: ten thousand zlotys).**
PLN 5.000 (say: five thousand zlotys).

(...)

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 Lokalnie Fees, clause 1.** In the event of a surplus over the amount to be raised, Article 10.8 shall apply mutatis mutandis.

(...)

Appendix No. 16

Appendix No. 16 General Terms and Conditions of Delivery Service

Article 1. Definitions

(...)

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)

d 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 **is** are available at:

<https://www.dpd.com/pl/pl/moje-dpd/dokumenty-dpd-polska/>

<https://www.dpd.com.pl/var/dpd/storage/original/application/9852d12993a5a4d68f5da09f2a0a2b8d.pdf> the General Terms and Conditions of Service Provision in International Trade which is available

at: <https://www.dpd.com.pl/var/dpd/storage/original/application/8a49ff31e0ebdc0bf06f07e4e75283e9.pdf> and the Detailed Terms and Conditions of Service Provision available at: <https://www.dpd.com.pl/var/dpd/storage/original/application/cff8db407f648671b42d6dbc7d2301af.pdf>

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

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](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;

(...)

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 pPanel available to the Seller on the 'WzA' Functionality page on the Service Platform.

(...)

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 pPanel available to the Seller on the 'WzA' Functionality page on the Service Platform and to maintain its correct set-up for the period of using the 'WzA' Functionality.

(...)