

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>.

“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, without paying the delivery costs, as part of the methods of delivery specified in and in accordance with these Terms and Conditions.

“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 the Sellers' Listings without paying the delivery fee, subject to the fees payable by the Sellers in connection 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.
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 without any related fee, 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 will be e-mailed to the Sellers by Allegro.pl to the e-mail address assigned to 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.](#), 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. In connection with provision of Additional Services, the Seller shall make the following settlements:

- a. 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;
 - b. with Allegro.pl, when using Additional Services listed at <https://allegro.pl/help/article/allegro-smart-inpost-additional-services-and-fees-WE7VAO7o9Iq> (Table No. 2), 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.a 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.b 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.a 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.b 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. b 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, for the 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 form of 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.